

Tender for “Handling, Storage and Operation of Master Stockyard at Raipur” for Aluminium products of NALCO at Raipur.

Tender No. : NSIC/RYP/NALCO/9(01)/2020-21 dated : 14/09/2020

Tender due on : 05.10.2020 11.00 A.M..

Tender opening on : 05.10.2020 11.30 A.M.

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Signature of the Contractor Name, Designation of the Signatory Name of the company & Seal	
Date:	

Ref. No. NSIC/RYP/NALCO/9(01)/2020-21

Date: 14/09/2020

M/s. _____

Sub : Tender for “Handling, Storage and Operation of Master Stockyard at Raipur” of Aluminium products of NALCO at Raipur.

Dear Sir,

Sealed tenders are invited quoting the lowest rates for storage handling and operation of NSIC/NALCO Raipur stockyard for **“Handling, Storage and Operation of Master Stockyard at Raipur” for Aluminium products of NALCO at Raipur.**

For this purpose, we are attaching herewith RFP Document No: TNCC-040/ 2020, Dated: 03/09/2020 of National Aluminium Company Ltd. (NALCO) for **“Handling, Storage and Operation of Master Stockyard at Raipur” of Aluminium products of NALCO at Raipur.**

This NIT is for Raipur and therefore, the quantities, area and all other particulars should be understood only in respect of location. The prospective Bidders are advised to go through the RFP, GCC, ANNEXURE 8, ANNEXURE 9 and ANNEXURE 10 specifically and understand the contents of the same.

The intending bidders should download the tender documents separately for the location and submit the technical and price bids individually with all the required documents. For the guidance of prospective Bidders, it is clarified that reference to National Aluminium Company Ltd.(NALCO) in the tender documents attached above be treated as reference to The National Small Industries Corporation Ltd. (NSIC). The name, designation and contact no. of NALCO officials given at various places in the Annexures / tender documents be treated as replaced by Sr. Branch Manager, NSIC Ltd., 204, A-Block, Crystal Arcade, Nr. Lodhi Para Chowk, Raipur-492007, Chhattisgarh Tel. No. 0771-4035388/4060070. The prospective Bidders shall be bound to NSIC for all the terms & conditions / stipulations laid down in the above said tender documents and annexures. Wherever the instructions of NALCO in the tender documents are not applicable like the Earnest Money or the instructions for e-tendering etc., the same shall be treated as Not Applicable to the Bidders. However, the Bidders must sign each and every page of documents.

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1. The tender documents are as per the table of contents.
2. The bid shall be submitted in two separate sealed covers in two parts namely “Techno Commercial Bid (Part-I)” and “Price Bid (part-II)” strictly in the following manner

(a) Techno Commercial Bid:

- i. Complete information & documents indicated at ANNEXURE 8 , ANNEXURE 9 and ANNEXURE 10 duly filled in and signed by the tenderer.
 - ii. Acceptance of General terms & conditions and special terms & conditions by way of signing by the tender on each page.
 - iii. GCC duly signed each page.
 - iv. RFP – duly filled in and signed by the tenderer
3. The “Techno Commercial Bid” shall be enclosed in a sealed envelope super scribed with the above tender reference number and words the “Techno Commercial Bid” and should not contain the rates offered by the tenderer.
4. The “Price Bid” should contain the rates for the various service charges and should be submitted strictly as per the format at Annexure-6. The “Price Bid” should be submitted in a sealed cover super-scribed with above reference number and words “Price Bid”.
5. Both the above sealed covers should be further put in one sealed envelope, super scribed **“Handling, Storage and Operation of Master Stockyard at Raipur” of Aluminium products of NALCO at Raipur.** with the above tender reference number and thereafter addressed and submitted to the address given below so as to reach us by **11.00 a.m. on 05/10/2020.**

Sr. Branch Manager ,
The National Small Industries Corporation Limited
204, A-Block, Crystal Arcade,
Near Lodhipara Chowk,
Shankarnagar, Raipur-492 007.
Phone No. 0771-4035388, 4060070

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6. The techno Commercial Bid will be opened at **11.30 a.m.** on 05/10/2020 in the presence of the interested tenderers who may prefer to be present at the time of tender opening. In case any holidays is declared on the scheduled date of tender receiving / opening, the date will be the next working day or thereafter at the earliest convenience. The stockyard sites proposed would be visited by NSIC Authorities / Committee Members after opening the Techno commercial bids. Price bids of commercially qualified parties only shall be considered for opening. Time and date of opening of price bids shall be **2.00 p.m.** on **05/10/2020** in respect of qualified bidders.
7. The offers received after due date and time, or any deviation to the prescribed submission norms are liable to be rejected.
8. NSIC reserves the right to accept or reject, partly or fully any or all the bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,

(Manoj Kumar Singh)
Sr. Branch Manager

Signature of the Bidder Name, Designation of the Signatory Name of the Company & Seal : Date :	
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RFP No.: TNCC- 040/2020



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Request for Proposal (RFP)

For

Handling, Storage, and operation of Master Stockyard at Raipur.

National Aluminium Company Ltd. (NALCO)

**Nalco Bhawan, P/1, Nayapalli,
Bhubaneswar**

RFP Document No: TNCC-040/ 2020 Dated: 03/09/2020

To,

M/s

Sub: Request for proposal (RFP) for Handling, Storage, and operation of Master Stockyard at Raipur.

Dear Sir,

We are enclosing herewith the REQUEST FOR PROPOSAL (RFP) document for the aforesaid work as detailed in enclosed specifications. The scope of services is also explained therein.

1. Digitally signed Two Part bids under Open Tender System in prescribed format are invited from reputed and capable agencies having capability in meeting the indicated qualifying criteria as detailed at the Pre-qualification criteria, attached as Annexure -1 and possessing relevant experience . The Salient features of the Tender are as detailed in PROPOSAL DETAILS.
2. The entire set of RFP/Tender document along with all desired documents need to be uploaded in e-procurement site of CPP Portal (www.eprocure.gov.in) before the scheduled time of bid submission. Bids will be received up to last date and time specified or extended subsequently, as the case may be through e-tendering at www.eprocure.gov.in NALCO shall not be responsible for any expenses incurred by the bidders in bidding process in connection with the preparation & submission or any other expenses for their bids. The bidder should go through INSTRUCTIONS TO BIDDERS (ITB) enclosed at Annexure-2 prior to bidding.
3. Further, bid shall be evaluated based on documents uploaded without any further reference to bidder. So bidder must ensure that all relevant documents are uploaded at the time of submission of offer. If Nalco desires, the successful bidders may be asked to submit hard copies as being uploaded by them for verification.
4. Bidders are required to submit hard copy/original in a sealed envelope for the following and same should reach at the address indicated at SI no 13 of PROPOSAL DETAIL by Speed Post or through a reputed courier as mentioned at Page-4.. Particulars to be enclosed are EMD, Power of Attorney, a Cancelled Cheque in original, all duly filled, signed & sealed Declarations, Undertakings & affidavits in Original as per the formats enclosed at Annexure-8.
5. Amendments and/or Clarifications, hosted subsequently before last due date for uploading on website at www.eprocure.gov.in and www.livetenders.nalcoindia.co.in for RFP/NIT shall also form part of the Tender Documents. Bidders are requested to visit these websites regularly to view/download notifications on Amendments and/or Clarifications before submission of their bids. NALCO shall not be responsible, for any omission or ignorance by any bidder in seeing the notifications on Amendments and/or Clarifications in the process of submission of their bid.
6. Clarifications if any, regarding this tender can be obtained from following persons.
 - i. Mr. Ashok Mishra, DGM (Mech.) T&C, Email: ashok.mishra@nalcoindia.co.in.
 - ii. Mr. Bishnupada Mishra, AGM (Elect.) T&C, Email: bishnupada.mishra@nalcoindia.co.in,
7. Scrutiny of offers will be done strictly in-line with the facilities available in Portal www.eprocure.gov.in i.e. based on documents uploaded by the bidder. In case of non-compliance to the PQC requirement, bidders may be given only one chance to upload / e mail the attested shortfall documents, if any.

**DGM (Mech.), T&C, Corporate Office
National Aluminium Company Ltd.**

SL NO	DESCRIPTION OF THE DOCUMENTS	PAGE NO.
i	PROPOSAL DETAILS	PAGE NO-04-05
ii	Pre-Qualification Criteria and Bid Evaluation Method	ANNEXURE-1
iii	Instructions to bidders.	ANNEXURE-2
iv	Scope of Work and Services	ANNEXURE-3
v	Special Condition of Contract.	ANNEXURE-4
vi	Fees & Terms of Payment.	ANNEXURE-5
vii	BOQ Price Bid (Attached separately in EXCEL format to quote by bidder)	ANNEXURE-6
vii	Format for submission of Deviation	ANNEXURE-7
ix	Declaration / undertaking formats to be submitted as hard copy. Annx A. Affidavit to be submitted by the bidder Annx B Letter of authority. Annx C Declaration by the bidder Annx D. Declaration of relative Annx E Bank MANDATE FORM for e-payment Annx F. Undertaking on downloaded tender documents. Annx G. Integrity Pact. Annx H Concurrent commitment. Annx I Social Accountability Format Annx J GST DATA OF VENDOR	ANNEXURE-8
x	Different Forms. a. List of approved banker of NALCO for issuing of BG b. Format for Agreement c. Format for Bank Guarantee (BG) <ul style="list-style-type: none"> i. Proforma for Earnest Money Deposit. ii. BG for Security deposit. iii. Proforma for Contract cum Performance Guarantee by Seller/ contractor. 	ANNEXURE-9 (Attached as a separate PDF file – ANNEXURE-9-RFP-NIT)
xi	NALCO' s DIFFERENT POLICY DOCUMENTS 1. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM AND ENVIRONMENTAL REQUIREMENT. 2. ENVIRONMENTAL POLICY. 4. SOCIAL ACCOUNTABILITY POLICY 5. ENERGY POLICY.	ANNEXURE-10 (Attached as a separate PDF file – ANNEXURE-10-RFP-NIT)
xii	General Guidelines on Reverse Auction	ANNEXURE-11
xiii	Commercial Questionnaire	ANNEXURE-12

1	NAME OF THE WORK/ SERVICE:	Handling, Storage, and operation of Master Stockyard at Raipur.
2	RFP/NIT REFERENCE NUMBER	TNCC- 040/2020 Date 03/09/2020
3	MODE OF TENDERING (E tendering)	Open (Two Part)
4	LOCATION OF THE WORK	BHUBANESWAR
5	TYPE OF WORK/SERVICE	Repetitive
6	NO OF AGENCY REQUIRED AND % OF DISTRIBUTION OF WORK (Subject to availability of bidders)	(a)Number of Agency: 01 (b) Distribution of work : 100%
7	CONTRACT DURATION	Five (05) Years
8	MINIMUM WORKABLE OFFER (Please See Clause 1.10 of Annexure -2)	NOT APPLICABLE
9	PRE-BID MEETING: (For Detail please refer 1.14 of Annexure-2)	APPLICABLE . To be held during 11 AM to Noon of 23/09/2020 to 25/09/2020 through VC as per suitability of bidders .
10	LAST DATE AND TIME OF SUBMISSION OF ORIGINAL EMD AND OTHER PARTICULARS IN HARD COPY TO BE SUBMITTED	09/10/2020 by 3.00 PM
11	LAST DATE AND TIME OF SUBMISSION OF BID/PROPOSAL AT CPP PORTAL	08/10/2020 AT 4.00 PM
12	DATE AND TIME OF BID OPENING	09/10/2020 AT 4.00 PM
13	ADDRESS FOR ALL COMMUNICATIONS AND VENUE FOR TECHNO-COMMERCIAL / PRICE BID OPENING/ PRE-BID MEETING etc.	T&C DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED Nalco Bhawan, P/1, Nayapalli, Bhubaneswar-751013
14	VALIDITY OF OFFER	04 (Four) Months From the Date Of Opening the Bid.
15	EMD	Rs. 14.13 Lakh (Rupees Fourteen Lakh Thirteen Thousand) Only
16	DEFECT LIABILITY PERIOD (Refer Clause No. 1.16 of Instruction to Bidders at Annexure-2 for detail)	THREE MONTHS
17	BANK GUARANTEE REQUIRED against Security Deposit against Material & Stockyard	APPLICABLE (Refer Clause No. 8 of Special condition of the Contract at Annexure-4 for detail)
18	MINIMUM LABOURS REQUIREMENT FROM DIFFERENT CATEGORIES ENVISAGED FOR THE JOB.	<u>NIL</u>
19.	INTEGRITY PACT	APPLICABLE
20	TAXES & DUTIES.	The rates are including all taxes and duties except GST. GST will be paid extra as per applicability.
21	HRD CLEARANCE	NOT APPLICABLE
22 (i)	Price Variation for Labour Escalation	NOT APPLICABLE
22(ii.)	Price Variation for Diesel Escalation	APPLICABLE (Refer Clause No. 19 (ii) of Special condition of the Contract at Annexure-4 for detail)

IMPORTANT POINTS TO BE NOTED FOR SUBMISSION OF BID

23.	Tender Documents should be submitted in online mode.
24.	The tender document should be digitally signed, before online submission.
25.	Correction & over writings are not permissible. Any corrections should be signed with date by the person, signing the tender document.
26.	The bidder has to submit the 'Necessary Forms' which are to be downloaded, filled up and signed before uploading.
27.	Scanned copy of EMD amount and Tender Fee are to be submitted along with online tendering. However, the original Draft instrument of Tender fee, a Cancelled Cheque and EMD amount should also be submitted to Corporate 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.

DGM (Mech.), T&C, Corporate Office

National Aluminium Company Ltd

ANNEXURE-1

Establishment of Master Stockyard at Raipur for Cargo Handling, Stockyard & Warehousing for Domestic Sales and Stock Transfer

1.0 PRE-QUALIFYING CRITERIA (A)

Similar Work Eligibility Criteria	Documentary proof.
<p>The bidder should have experience of having successfully completed “Similar work ” during the last seven years ending on last day of the month previous to the one in which the NITs are invited, should be either of the following;</p> <p style="padding-left: 40px;">i. Three similar completed works each (with above criteria) having executed value not less than Rs 1.13 Crores (Rupees One crore and Thirteen lakhs only)</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">ii. Two similar completed works each (with above criteria) having executed value not less than Rs 1.41 Crores (Rupees One crore and Forty One lakhs only.)</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">iii. One similar completed work (with above criteria) having executed value not less than Rs 2.26 Crores (Rupees Two crores and Twenty Six lakhs only).</p> <p>Evaluation Criteria:</p> <p>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.)</p>	<p>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 the Principal Owner of the work.</p> <p>The bidder should submit Work order copies showing Order value, Scope of Work & Bill of quantity for assessment of Experience Criteria.</p> <p>Satisfactory Completion Certificate indicating the value of work executed & period of contract should be obtained from Principal Owner of the work for whom the work has been executed.</p> <p>In case of past experience criteria, the experience as a sub-contractor to a main agency in a project awarded by any principal / project authorities shall be considered subject to following:</p> <ol style="list-style-type: none"> a. Bidder to submit detailed work order / PO/ Agreement from the main agency. b. Completion certificate issued by main agency. c. Copy of completion certificate issued by the Principal / project authorities in favor of the main agency showing due completion of the package.

“Similar Work” means:

1. Receipt and Handling of incoming metal at a rail-siding by rail and also at warehouse by road, and
2. Stockyard cum warehousing for metal sales in domestic market, and
3. Loading and handling of metal for onward transfer to other stockyards/sales point.

(B)

ELIGIBILITY CRITERIA (FINANCIAL)	Documentary proof
<p>1) The average annual turnover of the vendor for last three financial years should be minimum Rs 0.85 Crores (Eighty Five lakhs only).</p> <p>2) Net worth of the bidder during the latest financial year shall be positive as per audited balance sheet.</p>	<p>1. Audited Financial Statement / Profit & Loss Account with Turnover for Last Three Financial Years. The bidders have to submit the copies of audited financial statements/ profit & loss accounts of the relevant years in support of the above qualifying criterion along with the bid. While submitting bids, the bidder at times is not able to submit audited results of the previous financial year, as the same is not ready. In such a case for bids received prior to 30th June of any year, the financial figure for the previous to the 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.</p> <p>2. 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</p>

C. MANDATORY MINIMUM INFRASTRUCTURE CAPABILITY FOR HANDLING, STORAGE ETC OF DOMESTIC METAL OF NALCO.

	<u>Documentary Proof</u>
<p>1. Required Infrastructure for Warehouse cum Stockyard Area with/near Railway siding having following.</p> <p>i. Area size: Storage space of approx. 25,000 sqft (min) and out of which approx. 10,000 Sq ft storage space should be fully covered space. The proposed space should be within a single premise.</p> <p>ii. Wall Fencing: The stockyard cum warehouse should have secured wall fencing.</p> <p>iii. Location : Raipur, Chhattisgarh</p> <p>iv. Railway- siding: The stockyard/warehouse must have rail-siding facilities within the</p>	<p>i. Bidder should layout of the premises to be offered indicating the open space to be offered, covered space to be offered and wall fencing of the premises.</p> <p>ii. Those bidders who have permission / notification / agreement from zonal railways</p>

<p>premises of contractor's warehouse cum stockyard or in close vicinity (i.e. max. within 10Kms) from the warehouse cum stockyard. Bidders to indicate the proposed siding to be used and also indicate the said Railway siding is a private or public siding.</p>	<p>for the railway siding may give the copy of same. (in case permission / notification / agreement is not available, the bidder shall submit an undertaking along with their bid to submit the valid permission/ notification/ agreement within 15 days of receipt of work order. However they will indicate the proposed siding to be used.)</p>
<p>2. The bidder has to submit an undertaking in form of an affidavit that within one month of mobilization period, they will deploy all resources to start the execution work as per scope, special conditions & other terms & conditions of contracts.</p>	<p>Affidavit on this effect to be submitted in a non-judicial stamp paper.</p>

1.0 NOTES AND DOCUMENTS TO BE UPLOADED/ ENCLOSED FOR PQC.

- i. Agencies Intending to participate and get qualify need to fulfil the Pre-Qualification Criteria stipulated.
- ii. Photocopies of supporting documents for meeting pre-qualifying criteria and all other documents required to be uploaded at e-Procurement Portal should be attested by a notary public or Gazetted officer and are required to be SIGNED & STAMPED on each page by the bidder or by their authorized representative.
- iii. NALCO reserves the right to use in-house information for assessment of Bidder's capability. Previous and present performance of contractors at NALCO sites shall be considered while evaluating their offers.
- iv. The bidders have to upload the relevant copies for meeting qualifying criteria and documents substantiate the required parameters of PQC. The agency has to submit the of work orders copies along with work completion certificates issued by the Principal Owner clearly indicating the quantum ,value and type of work executed for the relevant years in support of the above qualifying criteria along with the tender.
- v. If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

2.0 ADDITIONAL DOCUMENTS TO BE UPLOADED/SUBMITTED BY BIDDER BUT NOT PQC.

- i. The bidder should possess GST registration certificates as applicable for their firm & same needs to be uploaded.
- ii. The party should also possess PAN in the name of the firm or sole proprietor. In case of PAN is in the name of sole proprietor, the proof of ownership of their firm along with the offer.
- iii. 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 has to enclose /upload Affidavit as per Format enclosed at Annexure-8(A)

- iv. Integrity Pact format as per Annexure-8(G) must be filled up and signed by the bidder and uploaded on the tender portal. Hard copy of same needs to be sent to TIA (Tender Inviting Authority) along with EMD and other Documents.
- v. Copy of GPA of the signatory of the bid, Copy of Proprietorship deed / Partnership deed/ Article of Memorandum of Association of the bidder need to be attached.

INSTRUCTIONS TO BIDDERS.

- 1.0 MODE, SUBMISSION, RECEIPT AND OPENING OF TENDER:**
- 1.1 Tenders are to be uploaded in the e-procure web site (www.eprocure.gov.in) on or before time & date specified at PROPOSAL DETAIL. The PART-I bids of two part tendering shall be opened at the time & date specified at Proposal details.**
- 1.2 In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet (Annexure-7) only. Deviation(s) listed at any other place of the tender shall not be considered 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. Bidders are advised to upload complete set of Tender/RFP documents along with exception/ deviation statement to the tender terms & conditions. All covering letters & information are to be included in the offer. The tender should be uploaded online duly super scribing clearly the name of the work.**
- 1.3 The Bidders also have to fill up all the prescribed Formats enclosed at Annexure-8 and upload along with the bid documents. Bidder also has to send prescribed Formats enclosed at Annexure-8 to Place/ Address of submission indicated at Proposal detail as hard copy.**
- 1.4 Appendices as downloaded from EPROCURE Web site along with Undertaking on downloaded tender documents as given at Annexure-8, duly filled in and with no deviations to the specific requirements, terms & conditions and digitally signed on the bottom of each page with official seal along with a forwarding letter addressed to the AGM (Elect.),T&C Department, Corporate Office, NALCO BHAWAN,NALCO, Bhubaneswar,Odisha,PIN-751023.**
- 1.5 Financial implications of the agreed deviation as per assessment of NALCO will be loaded on the price quoted by the bidder. Deviation not accepted by NALCO will have to be withdrawn by the bidder otherwise such bids may be disqualified/rejected.**
- 1.6 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.**
- 1.7 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.**
- 1.8 The bidder shall ensure submission of complete information / documents in the first instance 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.**
- 1.9 For claiming GST from NALCO , the contractor 's invoice should contain details like Serial no. of documents , Date of issue , description of work ,piece of the service , GST , GSIT registration no , name and address of the service provider , class/ category under which GST is leviable etc.**

- 1.10 The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST Act and Rules (Centre , State & Integrated) and other statutory provisions applicable to this work as a service provider.
- 1.11 There is no deviation bid offer of bidders, taking any deviation to this bid condition shall be liable for rejection. Bidders are requested to clarify their doubts if any before submission of bid.
- 1.12 Bidders are requested to keep a watch for corrigendum; /addendum etc. issued against the tender at CPP Portal from time to time.
- 1.13 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 unworkable, based on the rate approved by NALCO, the tenderer(s) may be asked to justify their quoted rates within ten days of issuance of letter to that effect. However if the offer is considered for placement of work-order in virtue of being the lowest bid, the bidder(s) shall be asked to give a performance Guarantee Bond in addition to Security Deposit in the form of Bank Guarantee from NALCO approved Bank, equal to the amount which will be the difference between the lower limit of workability decided by NALCO and the quoted price of the L-1 tenderer. Such performance Guarantee Bond should be valid for the entire scheduled completion period of the work. EMD of such tenderer, who refuses to justify their quoted rate and / or to give Performance Guarantee Bond, shall be forfeited.
- 1.14 PRE-BID MEETING
- i. A pre-bid meeting open to all prospective bidders will be held as per SI No- 9 of Proposal Detail Online Mode. The interested bidders need to inform minimum two days before the pre bid meeting The prospective bidders will have an opportunity to obtain further information and clarifications regarding work and the tender terms & conditions.
 - ii. The clarifications given will be common and applicable to all. No individual correspondence shall be entertained by NALCO thereafter with the prospective bidders/ their representatives.
 - iii. Bidders coming for Pre bid Meeting should inform the Tender Inviting Authority in advance.
- 1.15 QUANTITY VARIATION:
1. Item rate contracts (O&M and Capital): 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. Payment shall be released to the contractor for the actual executed quantity only.
- 1.16 DEFECT LIABILITY PERIOD (DLP):

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 SI. No. 16 of Proposal Details at Page -4 of the tender document. (Also refer Clause No.- XXV of Annexure-3)

2.0 ACCEPTANCE OF TENDER:

- 1.16** 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.
- 1.17** 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.
- 1.18** Bidders may note that, Brief Order / Letter of Intent / Fax of Intent / Work 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 / Work Order duly signed by them or their authorized representative as a token of receipt of the same within ten(10) 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 Intent / Fax of Intent / Work Order .
- 1.19** Any communication such as Letter, BO, LOI, FOI, WO etc shall be communicated to the Bidder through Registered post/ Speed post/ Fax/ E Mail / Hand delivery. Any communication through any one or more of above modes shall be valid and binding on the Bidder.
- 1.20** The bidder is expected to carry out a detailed survey or investigation and undertake a comprehensive assessment of risks , costs and obligations associated with the particular procurement.
- 1.21** A bidder's bid security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance guarantee security within the specified period .
- 1.22** A bidder's bid EMD will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender.
- 1.23** If a bidder has taken EMD exemption by help of MSME or NSIC Certificate and after that if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender then NALCO shall take legal action against the Bidder for banning / rejection of MSME or NSIC Certificate of the bidder.

3.0 CONFLICT OF INTEREST AMONG BIDDERS/AGENTS

A bidder shall not have conflict of interest with other bidders .If a bidder is found to have conflict of interest with any other bidder , its offer is liable for disqualification . A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:

- 3.1** They have controlling partner(s) in common ;or
- 3.2** They receive or have received any direct or indirect subsidy /financial stake from any of them ;
- 3.3** They have the same legal representative/agent for purpose of this bid ;or
- 3.4** They have relationship with each other , directly or through common third parties , that puts them in a position to have access to information about or influence on the bid of another bidder;
- 3.5** A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
- 3.6** In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership /management only one unit should quote. Similar

restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business /management units in same/ similar line of business.

4.0 GENERAL INSTRUCTIONS TO BIDDER FOR SUBMISSION OF THEIR PROPOSAL

4.1 Mere issue/download of tender documents by the intending bidders or submission of bid offers does not make them eligible for award of work. The offers from such bidders who have been debarred / banned/ black listed / de-listed by any unit of NALCO or Govt. Departments/ Quasi Govt organisations or other PSUs are liable for rejection irrespective of offers from such bidders satisfying the qualifying criteria. Bidders are requested to carefully study the terms & conditions and eligibility criteria before submitting the offers.

4.2 Each proposed bidder must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own evaluation into the proposed assignment.

4.3 EARNEST MONEY DEPOSIT (EMD):

- i. The tenderer must pay Earnest money (EMD) as given in the Letter/ Notice Inviting Tenders. Tenders not accompanied with earnest money deposit will be summarily rejected.
- ii. The earnest money should be preferably paid through ON LINE mode as per detailed given at 3.3 (ix).
- iii. EMD can also be paid in Crossed Demand Draft or Bank Guarantee from any Nationalized/ Scheduled Bank as listed in Annexure-9. in the prescribed proforma as enclosed in Annexure-9 in favour of National Aluminium Company Ltd payable at Bhubaneswar.
- iv. The Bank Guarantee so furnished should be valid for six months from the date of opening of the tender. In case requirement arises, based on request of NALCO, same can be further extended.
- v. No interest shall be paid by NALCO on the Earnest Money deposited by the tenderer. The EMD shall be returned to all unsuccessful bidders after place of order on the successful bidder/bidders.
- vi. Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and irrevocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar the issuing bank must designate a specified Bank Branch in Bhubaneswar.
- vii. The Public Sectors, Government agencies and the Firms registered with NSIC (for the relevant service/work for which they are registered), and other such as Ancillary Industries etc. for which specific exemption has been granted by Nalco shall be exempted from submission of EMD.
- viii. CPPP already has the provision of capturing number issued by MSME to their vendors. Accordingly, vendors must have to register their UAM at CPPP. The bidders who fail to submit UAM Number with their bid shall not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs issued by MSME.
- ix. GUIDELINES FOR SUBMISSION OF EMD ONLINE FOR TENDERS OF CORPORATE OFFICE ONLY.

NALCO prefers to receive EMD Amount from Tenders by NEFT/RTGS/E-Transfer. Bidder(s) submitting the EMD Amount through NEFT/RTGS/E-Transfer mode shall fill-up the details of Annexure-XX after making the payment of EMD and should submit to NALCO on the same day of payment by NEFT/RTGS/E-Transfer, along with copy of Transaction Slip/Receipt, to NALCO by email to purna.gummadi@nalcoindia.co.in,

sudhansu.sabata@nalcoindia.co.in, and will be considered as a final proof of receipt of EMD.

A copy of the Annexure-XX and Transaction slip/receipt of the Bank shall also be submitted along with Tender Document in Techno-Commercial Documents. In case, Bidder is participating in more than one Tender, payment of EMD shall be made separately for each Tender.

- x. After placement of order EMD shall be returned to all the unsuccessful bidders who have submitted the EMD, or in the event of cancellation of tenders, the EMD shall be returned to all the bidders who have submitted the EMD for the said tender.
 - xi. All the bidders need to submit a cancelled cheque and the bank mandate forms duly filled and attested by the designated authority of the bank.
- 4.4 The Bidders are expected to examine carefully the contents of all the documents provided and they need to upload all documents after complete and careful examinations of requirements and other information set forth in this RFP. Failure to comply with the requirements of RFP will be at the Bidder's own risk.
- 4.5 Before submission of the bid, the bidders are requested to make themselves fully conversant with Nalco's General Conditions of Contract (GCC) along with all other terms & conditions of RFP/NIT. The tenderer is advised to go through the GCC either in the office of the AGM (Elect) T&C Dept Corporate Office during the office hours to seek clarification if any, or may refer to NALCO web site at which Nalco's General Conditions of Contract (GCC) is uploaded and get them-selves satisfied before quoting . It will be taken for granted by NALCO that tenderer has seen and gone through the terms and conditions of GCC and shall abide by this.
- 4.6 An agency may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. However such queries shall be responded within a reasonable time. Clarification, if any, can be obtained from I/C T&C Dept through E-Mail: ashok.mishra@nalcoindia.co.in & bishnupada.mishra@nalcoindia.co.in
- 4.7 All documents pertaining to eligibility criteria / Technical evaluation must be clearly marked for reference to the respective points. Agency may note that by mere submission of the proposal shall not entitle his automatic qualification in the selection process.
- 4.8 Before bidding, it is desired that the bidder should get themselves acquainted with site conditions and all the requirements for filling the bid. The bid and all correspondences incidental to bid shall be written in English language. Any printed literature and document submitted in any other language shall be accompanied by English translation. For the purpose of interpretation of the bid, English translation shall govern and it is the responsibility of the bidder for correctness in translation.
- 4.9 Interested bidder have to bear all expenses for bidding process including the costs associated with the preparation, submission of proposal, participating in discussions etc. including costs and expenses related with visits to NALCO offices & proposed. NALCO will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process. NALCO shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- 4.10 Whenever desired, agency shall have to furnish secrecy agreement for non-disclosure of information that may be made available to them for the Services to NALCO at the time of award of work as per terms and condition of contract. Agency shall not disclose confidential information to any third party without prior written approval of NALCO. In case of breach of secrecy by the Contractor, Nalco will have right to terminate contract, forfeit security deposit and claim damages from the party.

- 4.11 However, NALCO reserves its right to call for original documents submitted as part of offer for verification if so deemed fit and also cross-check any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard. NALCO reserves the right to make use of available in-house data and those available in public domain for evaluation of the proposal that have been submitted against this request.
- 4.12 NALCO will examine the proposal for its completeness. Incomplete proposals are liable for rejection. Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bids. Any effort by a Bidder to influence the OWNER / client in their decisions, in respect of evaluation, will result in the rejection of their proposal.
- 4.13 NALCO reserves the right to accept or reject any proposal and to annul the evaluation process at any time without thereby incurring any liability to the affected participant.
- 4.14 NALCO reserves the right to reject any Proposal if:
- 4.14.1 At any point of time, material misrepresentation is made or uncovered for a bidder
- 4.14.2 The Proposer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- 4.15 Bidder should not be under liquidation, court receivership or similar proceeding and shall submit self-declaration for the same.
- 4.16 Based on discussion with different bidders, NALCO at its discretion may revise the technical/commercial conditions and other related issues for the assignment, before acceptance of final bid. In that case all bidders have to submit their revised proposal within stipulated time frame.
- 4.17 The bidder is required to give the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc. where they are having financial / professional stakes and also give a certificate if any such firm / agency are participating in the subject tender.
- 4.18 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. The bidder shall give affidavit to this effect. The affidavit must be affirmed before the competent judiciary authority or duly notarized by Notary.
- 4.19 Telex/ Telegraphic/ Fax/ E-mail bids shall not be accepted if same is not intended in the RFP/NIT.
- 4.20 The information contained in this RFP is meant for the subject work . It does not, and does not purport to, contain all the information that a proposed bidder may require. Neither NALCO, nor any of its officers or employees, nor any of their advisers nor companies/agencies undertake to provide any proposed bidder with access to any additional information or to update the information in this RFP and accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed assignment or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
- 4.21 Wherever applicable, The Bank Guarantee is to be submitted in Nalco's prescribed format enclosed at ANNEXURE-9 and to be submitted from Nalco's approved Banker only. The lists of approved banker are

at Annexure-9. The original Bank Guarantee (other than EMD BG) is to be sent directly by the Bank under speed post or registered post with AD to the address of Manager-in-charge of concern dept. The contractor shall submit the self-certified photocopy of the Bank Guarantee mentioning dispatch reference of bank from where the original was sent.

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

4.23 EVALUATION CRITERIA:

Offer of the firm fulfilling the minimum criteria as detailed in Annexure -1(PQC Criteria) above shall be evaluated further based on a number of parameters (Number of works completed successfully in the relevant field, relevant experience of the key personnel to be engaged for the assignment, financial capability etc.).

4.24 BID OPENING AND EVALUATION :

4.24.1 Opening Part-I of bid

On the bid due date and time mentioned in 'Notice Inviting e-Tender' or extended bid due date as the case may be, the Part-I of the bid will be opened by tender inviting authority or his representative on the CPP Portal e-procure site following e-tendering procedure. In the event the specified date of bid opening being declared a holiday for owner, the bid shall be opened at the appointed time on the next working day.

4.24.2 Clarification of Bids/ Shortfall documents

- i. During evaluation of Part-I bid, NALCO at his desecration may ask the bidder for any clarification on bid /provision of any shortfall documents.
- ii. After submission of tender, only related shortfall documents may be asked with regard to the qualification criteria of the tender .
- iii. As an example, if the bidder has submitted a supply order without its completion/ performance certificate , the certificate can be asked for and considered .However , no new supply order would be asked for to qualify a bidder
- iv. Bidder shall submit all shortfall documents as asked without any delay. In case of delay NALCO reserve the right to evaluate the offer based on the original available document or may reject the offer because of non-compliance .

4.24.3 Techno-Commercial Discussions

Techno commercial discussions with Bidder shall be arranged, if needed. Bidder shall depute his authorised representative(s) for attending such discussions with authorization to attend the discussions and sign the minutes of meeting on behalf of his organisation. The authorised representative(s) must be competent and empowered to settle all technical and commercial issues with the exception of Price implication, wherever applicable.

Due to Covid -19 situation , attending the pre bid meeting discussion physically may not be possible , hence the discussion will be held though Video Conferencing.

4.24.4 Condition for Bid Evaluation:

- i. Proper bid is the responsibility of Bidder and no relief or consideration can be given for errors and omissions made by the Bidder inadvertently or advertently for what so ever reason. Bid with incomplete information is liable for rejection.
- ii. NALCO reserves its right to call for original of the supporting documents for verification if so deemed fit and also cross-check for any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard.
- iii. Non-submission of details/ documents may lead to rejection of bid.
- iv. The bid shall be evaluated as per Pre-qualifying criteria spelt out in the Tender document. The bidder not meeting the PQ requirement shall not be evaluated further and shall summarily be rejected. Techno-commercial part of the those bidder shall be evaluated those who meet PQ Criteria and has submitted EMD as specified.
- v. Performance of Bidder on works executed/ under execution in NALCO may also be taken into consideration before selecting the Bidder for opening of his Techno Commercial bid.
- vi. Substitution of Key Personnel: It is expected all the Key Personnel included in the proposal by the bidder to be available during execution of the contract. NALCO normally will not consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of NALCO.

4.24.5 Opening of Price Bid

Part-II - Price Bids of only those bidders, whose bids are considered acceptable as per evaluation criteria at Para-4.23 above shall be opened following e-tendering procedure on CPP Portal after publishing the date of opening of Price Bids on the web site.

4.24.6 Process to be confidential

Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence the Owner's processing of bidding or award decisions may result in rejection of such Bidder's bid.

4.24.7 Owner's Right to accept or Reject a Bid:

Owner reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, to annul the bidding process or to reject all bids. Such decisions by Owner shall bear no liability whatsoever consequent upon such decisions.

4.25 NEGOTIATIONS AND AWARD OF WORK

4.25.1 Negotiation:

Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held only with the lowest bidder. Bidder shall attend such negotiation meetings and if requested by the Owner shall provide the analysis of rates /break up of amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price. However, no uncalled for or voluntary rebate offered shall be considered for evaluation.

4.25.2 Award of Work:

- i. Successful Bidders may note that, Letter / Fax of Acceptance or work order issued to them is based on acceptance of their offer and the contract is binding on the bidder. Bidder may return a copy of the same duly signed by the authorized representative as a token of acknowledgement of receipt.
- ii. EXECUTION OF AGREEMENT: The successful bidder shall have to execute an agreement as given in Annexure 9(A) on non-judicial stamp paper of Rs.50/- purchased in the name of the bidder from any registered stamp vendor under the jurisdiction of the Orissa High Court, in the specific format of NALCO. The agreement should be executed in the office of DGM (Mech.), T&C Department, NALCO, Bhubaneswar within 10 days of receipt of LOA/BO or before starting of the work, whichever is earlier.

4.26 In case there is a tie in L-1 position,

- (i) The concerned bidders may be called to offer maximum possible discount on their quoted rates offline in order to decide the L-1 bidder among the considered bids.
- (ii) In case “tie” of price bids, even after application of clause (i) above, the following criteria shall prevail in the given order.
 - a) Bidder having highest average turnover during last three years shall be preferred.
 - b) The contractor executing the same contract satisfactorily will be preferred.
 - c) The contractor of the previous contract, who has executed the same work satisfactorily will be preferred.

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

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

4.27 SECURITY DEPOSIT : Refer Clause No.-8 of Annexure-4

4.28 (A).TAXES & DUTIES :

- i. Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the goods and/or services applicable to invoices raised on NALCO within the contractual delivery date /period (including extension approved if any) shall be on NALCO's Account against submission of documentary evidence.

- ii. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Contractor's Account.
- iii. It would be the responsibility of the contractor to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with NALCO's GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime.
- iv. The contractor would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non-updating of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to NALCO. In case, contractor does not issues credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.
- v. Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
- vi. The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- vii. In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- viii. NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- ix. To enable NALCO to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO
- x. The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment..
- xi. In case, NALCO is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.
- xii. Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.

- xiii. Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- xiv. Any deductions/penalties/compensations levied on contractors as per the terms of the contract shall attract GST and the contractor is liable to pay the same at applicable rate along with the penalty/deduction amount.
- xv. Payment of GST is subject to reflection of Party's invoice in GSTR 2A /Anx-2 (GST New Return) of NALCO.
- xvi. Vendor has to ensure to that GSTR 2A /Anx-2 (GST New Return) is filed before the due date.

4.28. (B) Tax Deduction at Source under GST

- i. As per section 51 of CGST Act 2017, Nalco shall deduct at source @ 1% CGST & @ 1% SGST for intra state transaction and @2% IGST in the case of interstate transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is more that Rs.2,50,000/-. This provisions is applicable w.e.f. 01.10.2018. This clause is not applicable to PSU and Govt. suppliers.
- ii. However, no deduction shall be made if the location of the supplier & the place of supply is in a state or union territory, which is different from the recipient's registration state

4.29 DEDUCTION OF INCOME TAX & ANY OTHER TAX :

- i. Notwithstanding anything contained elsewhere in the contract, NALCO shall deduct at source from the payment due to the contractor, the taxes as required or as amended from time to time or under any statute. The amount so deducted shall be deposited by NALCO with the appropriate Authorities as per Law. It is for the contractor to deal with THE appropriate Authorities directly in respect of any claim or refund relating to the above deductions and NALCO shall not be liable or responsible for any claims or payments or reimbursement in this regard.
- ii. Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.

4.30 INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS

- i. 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.
- ii. Bidder then login to the site through giving 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.
- iii. Please go to the CPP portal. Search for the e-procurement tender required
- iv. The Bidders can update well in advance, the documents such as certificates, work order details etc., under My Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- v. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per requirement else the bid may be rejected.
- vi. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum/addendum published before submitting the bids online.

- vii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
- viii. Bidder should get ready with the EMD as specified in the tender. Scan copy of the EMD instrument to be uploaded along with other documents as requested. The original instrument along with all other specified hard copy of documents (one set) should be posted/couriered/given in person so as to reach the Tender Inviting Authority, within due date as indicated at PROPOSAL DETAILS. Non receipt of the documents along with original EMD instrument within the stipulated period may lead to rejection of the offer of the bidder.
- ix. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids
- x. The bidder has to submit the tender document online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock) to avoid any delay or problem during the submission process. The (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- xi. After the bid submission, the acknowledgement number, given 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 particular tender.
- xii. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- xiii. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- xiv. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
- xv. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xvi. 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 has to inform the registration ID in the bid submitted otherwise his tender may not be considered.
- xvii. PART-II: Part-II comprises of price bid. Bidders shall quote rate in the XLS format for price bid provided on website only. Bidders shall not send hard copies of price bids or should upload any copy with other documents. The priced part shall be unconditional and conditions (if any) shall be un-solicited, which shall be ignored.
- xviii. The tenderer are advised to submit the tender based strictly on the Terms and Conditions and Specifications contained in the tender documents including amendments, if any, issued prior to submission of offer. For amendment if any, with financial implications, issued after submission of offer, the tenderer shall be entitled to amend his price, however, no price implication shall be entitled due to any amendment prior to submission of offer.

- xix. The tender shall be complete in all respects with all their attachments/enclosures. All the technical documents, annexure and forms filled in with respect to the tender document should be duly signed and stamped by the bidder.
- xx. **RECEIPT OF EMD INSTRUMENT IN ORIGINAL & OTHER DOCUMENT**
EMD instrument along with other document as stipulated will be received at the following address by Registered Post/Courier/submitting the same in person before date and time indicated at Pg-4. NALCO is no way responsible for late delivery of the document:-

Mr. Ashok Kumar Mishra, DGM (Mechanical), T&C
T&C Dept. Nalco Bhawan, P/1 Nayapalli
Bhubaneswar-751013, Odisha

- xxi. In the event of the office remaining closed on the Bid opening date, tenders will be opened on the next working day as per the convenience of the concerned officials.
- xxii. The validity period of the offers submitted by the bidders shall be as indicated page-4 from the date of opening of Tender (Part-I bid in case of Two/Three part tender). However, NALCO reserves the right to defer the date of tender opening in case the response is considered to be inadequate or due to any other reasons. In such event, the bidders shall have to visit the site www.eprocure.gov.in to see the next tender opening date. In such case, validity period of the offer shall be reckoned from the date of actual tender opening. 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. The price bids shall also be opened ON LINE.
- xxiii. The tenderer shall ensure submission of complete information / documents in the first instant itself. Nalco reserves the right to evaluate the offer based on the details furnished by the bidders on the scheduled date of tender submission without seeking any subsequent additional information.

4.31 STATUTORY PROVISIONS:

- i. The contractor shall abide by various statutory provisions to the satisfaction of Central/State Government Authorities. The contractor has to comply with provisions made in various statutes such as The contractor shall abide by the provision of The Orissa Shops and Commercial Establishments Act, 1956, Employee's Compensation Act 1923, Contract Labour (Regulation and Abolition) Act 1970, Employees PF & Miscellaneous Provisions Act 1952, Employee's State Insurance Act 1948, Minimum Wages Act 1948, Payment of Wages Act 1936, Payment of Bonus 1965, Child Labour (Prohibition & Regulation) Act 1986, Building & Construction Workers Welfare Cess Act

1996, Industrial Dispute Act 1948 and other applicable labour laws/ rules/notification issued by the appropriate Authority from time to time. and all the rules made there under at his own cost.

ii. PF ACCOUNT AND ESI CODE : NOT APPLICABLE

4.32 PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE:

i. **WAGES OF THE CONTRACT LABOR:**

The payment of minimum wages to the contractor labors shall be as per the rates notified by the central government, as per the minimum wages act – 1948 and as notified by Govt of Chhattisgarh from time, whichever is higher.

ii. Payments of wages for a month to the workers engaged will be made by 07th day of the following month by the contractor through bank account of the individual workers by obtaining due authorization of the workers. The contractor shall deposit Employees and Employers' contribution towards PF/ESI in his own code within the stipulated time for the manpower deployed by him.

4.33 PRICE VARIATION FOR LABOUR & FUEL :

(i) Price Variation for Labour : Not Applicable

(ii) Price Variation for Fuel : Refer Clause No.19. (ii) of Special condition of the Contract at Annexure-4 for detail

4.34 SUPERVISION:

- (i) 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 shall have to engage his own supervisor at their own risk and cost to ensure proper workmanship and good quality work, which is a part of the scope of work.
- (ii) Under prevailing statute, the supervision should be carried out by a person holding valid license issued by appropriate statutory body.

ISSUE & USE OF ELECTRONIC ID CARD: NA

4.36 MEDICAL CHECK UP OF WORKMEN: NA

4.37 **ARBITRATION:** The clause No.87 of General Conditions of contract shall be applicable in case of any dispute or difference whatsoever, which may arise at any point of time.

4.38 **TERMINATION & SHORT CLOSURE OF CONTRACT:**

A) If the performance of the successful bidder is found unsatisfactory during the period of contract, the contract will be terminated with short notice of 15 days and the same shall be carried out by any other agency at the risk & cost of the contractor. Other penal actions such as forfeiture of EMD and Security Deposit and debarring the contractor for participating in future tenders of NALCO may also be taken as per clause no. IX of Annexure-1 of the given in subsequent page.

B) During execution of contract if the job is not required to be executed further even if the performance of the Contractor is satisfactory, the work can be suspended with 07 days of notice & can be short closed without any compensation to the party with 15 days of notice for same.

4.39 CIRCUMSTANCES OF BLACKLISTING / SUSPENSION / BANNING / DELISTING OF BUSINESS.

(A) BLACKLISTING

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

- i) If the Proprietor or Partner or Director of the Firm is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security considerations including the question of loyalty to the State warrant as per recommendations of Ministry of Home Affairs.
- iii) If there is justification for believing that the Proprietor or Partner or Director (or Employee) of the Firm has been guilty of malpractices such as bribery, corruption, cheating, fraud, substitution of bid or theft or any other illegal activities while carrying out the work etc.
- iv) If the Firm refuses/fails to return the Company's dues without adequate cause;
- v) If the Firm is blacklisted by any Department of the Central Government/ State Government.
- vi) If the Firm is a confirmed evader of Central / State taxes/duties for which NALCO has received notice from the concerned department of Central / State Govt.
- vii) Misbehaviour/ threatening of departmental supervisory staff during work execution.
- viii) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- ix) Persistent & intentional violation of important conditions of contract.
- x) Submission of false/ fabricated/ forged documents for consideration of a bid.
- xi) If declared bankrupt or insolvent.

(B) BANNING/ DEBARRING FROM FUTURE TENDERS:

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. Banning of business dealings can be initiated against Agency, on following grounds:-

- a) If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
- b) Withdrawal / Amendment / Modification of bid offer received after the prescribed date and time of bid submission.

- c) If the Contractor is found to be non-performing in execution of contract by the Screening Committee (nominated as per NALCO established 'Contractor Performance Feedback and Evaluation System').
- d) If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution.
- e) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established.
- f) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the government or NALCO or NALCO's group companies, during the last five years.
- g) If the proprietor of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc.
- h) If the Agency continuously refuses to return / refund the dues of NALCO or NALCO's group companies, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law.
- i) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences.
- j) If business dealings with the Agency have been banned by the Ministry of Mines or Government of India and the ban is still in force.
- k) If the Agency uses intimidation/threatening or brings undue outside pressure on the NALCO or NALCO's group companies, or its official in acceptance / performance of the job under the contract.
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
- m) If the Agency is found to be involved in cartel formation during bidding.
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (NALCO) or not.
- o) Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (NALCO) or even otherwise.

- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.
 - q) Established litigant nature of the Agency to derive undue benefit.
 - r) If the Agency violates the provisions of the Integrity Pact provided in the Contract.
 - s) If the Agency has assigned or transferred the contract or engaged subcontractor (s) without the prior approval of the Competent Authority in violation of the provisions of the contract.
 - t) If the Agency misuses the premises or facilities of the NALCO forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
 - u) If the security consideration, including questions of loyalty of the Agency to the state, so warrants.
 - v) Defaults such as failing in disbursements of wages of the workmen/contract labourers in time at least twice in a contract period.
 - w) Non-compliance of environment, safety and health requirements including use of proper PPEs.
- (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

(C) CONDITION FOR SUSPENSION OF BUSINESS WITH A CONTRACTOR

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.

NOTE:- 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.

5.0 OTHER TERMS & CONDITIONS:

1. The contract shall be subject to the provisions of GCC except those provisions of GCC, which are superseded by the clauses under "Instructions to Bidders (Annexure-2)". In case of any contradiction between the provisions of Annexure- 2 and special conditions / scope of work / technical specification, the provisions in the latter will prevail.
2. Amendments and/or Clarification, if any issued for the NIT shall form part of the Tender Documents. Amendments and/or Clarifications will be hosted on the web-site of NALCO www.nalcoindia.com and 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 Amendments and/or Clarifications before submission of their bid. NALCO shall not be responsible if any bidder omits to notice any Amendments and/or Clarifications before submission of their bid.

6.0 INTEGRITY PACT : APPLICABLE

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format attached as Annexure-8 in the RFP, and submit the same duly signed on all pages by the Bidder's Authorized Signatory along with the offer proposal. Bidder and its Subsidiary (IES) and/or Holding Company and/or Subsidiary (IES) of its Holding Company / Consortium members if permitted as per RFP, shall individually sign Integrity Pact (IP) and shall be submitted in a separate sealed envelope before stipulated Project Proposal submission time at the address specified in Data Sheet. Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP) shall lead to outright rejection of Project Proposal as being non-responsive.

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.

A. Independent External Monitor (IEM)

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

The following Independent External Monitor (IEM) has been appointed by NALCO, in terms of Integrity Pact (IP) which forms part of the NALCO Tenders/Contracts:

<p>Sri Janak Digal, IAS (Retd.) Plot No.-1B/2, Sector-11,Cda Markat Nagar, Cuttack-753015 Odisha</p>
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- ii. IEM is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NALCO or directly with the IEMs at above Address:
- iii. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO including that provided by the Bidder. The Bidder will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Subsidiary (IES)

and/or Holding Company and/or Subsidiary (IES) of its Holding Company / Consortium members/Sub Contractors with confidentiality.

- iv. Tender Inviting Authority is the Nodal Officer for necessary coordination in this regard:**
- v. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall en-cash the Contract Performance Bank Guarantee/Performance Guarantees, in accordance with Section 6 of Integrity Pact.'**
- vi. The Earnest Money Deposit shall be valid for six months beyond validity period of offer. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the OWNER, including warranty period.**
- vii. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.**

SCOPE OF WORK

GENERAL TERMS & CONDITIONS FOR (1) RECEIPT OF ALUMINIUM INGOTS, SOW INGOTS, T-INGOTS WIRE RODS, BILLETS, CAST STRIPS, ROLLED PRODUCTS, OTHER PRODUCTS OF NALCO, ETC COMING FROM NALCO'S SMELTER PLANT / REFINERY BY RAKE/TRUCK AND HANDLING & STORAGE IN WAREHOUSE AND FOR HANDLING, STORAGE, ETC (2) WAREHOUSE FACILITY, DELIVERY, MANAGEMENT SERVICES, AND OTHER ALLIED SERVICES

1. Products to be handled

- a) Steel /Poly strapped Aluminium Ingots bundles such bundle containing 49 pcs / 44 pcs. of Al. Ingots and gross weight per bundle : 1 MT (Approx.)
- b) Aluminium Sow Ingots of different sizes, maximum weight per piece :1.0 MT (Approx.)
- c) Aluminium Wire Rods weight per coil : 2 to 3MT (Approx.)
- d) Billets in bundle – The number of pieces in each bundle and bundle weight will depend upon cut length (maximum cut length 5800 mm). The weight of a bundle may be to the tune of 3 MT max. The Billets will be strapped on a wooden runner.
- e) Steel/Poly strapped Cast Strip: 5 MT (Max)
- f) Steel/Poly strapped Rolled Products in Coil Form mounted on wooden frame: 7 MT (Max.)
- g) Steel/Poly strapped Rolled Products in Cut-to-length Sheet packed in wooden frame: 3 MT (Max.)
- h) T-Bars/T-Ingots in rectangular shape blocks, each block weighing about 650 ± 50 Kgs.
- i) Any other form of Aluminium and other products manufactured by NALCO.

2. Scope of Work: The scope of work shall inter-alia cover all the following, but not limited to it.

- a. Handling and Receipt of Nalco's materials, dispatched through rails/trucks/etc, at a rail- siding which should preferably be inside / within the premises of contractor's warehouse / stockyard or in close vicinity from the stockyard premises and located in Raipur, subject to acceptance of booking by Railways Authorities/Eastern Rly/South Eastern Rly/East Coast Rly/CONCOR; Subsequent storage, delivery, etc as per detailed terms and conditions at ANNEXURE-I.
- b. Stockyard/Warehousing facility management, delivery and other services for domestic sales as per detailed terms and conditions as at ANNEXURE-3 (II). It is the responsibility of the contractor to co-ordinate the above 2 areas of works so that NALCO's domestic sale of metal are effected as per schedule.

3. a) NALCO shall mean National Aluminium Company Limited or their authorized representative, having its Registered Office at Nalco Bhawan, P/1, Nayapalli, Bhubaneswar – 751 013, Odisha, which shall be hereinafter referred to as NALCO.
- b) Volume of Work - On an average, about 60,000 MTs (Sixty thousand MTs) of cargo is expected to be handled in a year for sale in domestic market and onward transfer to various stockyards at Delhi, Jaipur, Faridabad, Baddi, Vadodara, Bhiwandi, or any other location in case Nalco opens additional stockyards. However, NALCO does not guarantee the quantum of work. No claim from the contractor shall be entertained in the event the volume of work is substantially lower or higher. NALCO does not guarantee any definite volume of work during the tenure of the contract. It is a tentative program of NALCO to handle around 3,00,000 MTs under this contract. These indications are, however, purely tentative and it cannot be made the contractual obligations of NALCO and subject matter for any claim or litigation by the contractor.

4. Parallel Contractor:

NALCO reserves the right to appoint any other contractor(s) on the same or similar terms and conditions or otherwise for full or part of the contract, or for any part of the scope of this contract. This contract does not restrict the right of NALCO to take recourse to the above conditions even if notice of termination is not served and contract terminated with the contractor.

5. **Alternative Arrangement:** In absence of timely and proper performance by the contractor, NALCO reserves the right to utilize the services of any other contractor without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet his contractual obligations, the work shall be got completed at his risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of NALCO for any other action including termination, forfeiture of security deposit etc.
6. **Commencement of work:** A mobilization period of one month (maximum) from the date of placement of Work Order shall be allowed. No extension for mobilization period shall be permitted.

7. INSURANCE

Insurance by NALCO: Material will be insured by NALCO for transportation from Nalco's plant to any Nalco Warehouse/Stockyard in India and is subject to insurance company's Marine Cargo Policy terms and conditions, governing the same relating to various clauses as prescribed by the underwriters. Stock insurance of the stockyard / warehouse / godowns shall be arranged by the NALCO (also called OWNER). The owner shall arrange the policy of Burglary (including theft/pilferage) for owner's stock. The owner shall also arrange for Fire and Special Perils policy for its stockyard / warehouse / godown. The amount settled by the insurance company will be reimbursed to the contractors after recovery of 125% of the value of the loss (if any) from the contractor.

8. SAFEGUARD / SECURITY OF NALCO'S STOCK AT STOCKYARD/WAREHOUSE OR DURING ITS CUSTODY WITH THE CONTRACTOR

The contractor shall take adequate measures / precautions to safeguard Nalco's materials at stockyard/warehouse and under his custody against burglary/theft, pilferage, damages of any kind and any loss / shortage that may occur. In the event of any loss / shortage due to theft, pilferage, damages of any kind during storage at stockyard/warehouse or under contractor's custody, cost equivalent to 125% of the value of such losses/damages shall be recoverable from the contractor or adjusted against service charges payable to them on account of sales effected without prejudice to any other actions. In case of theft / burglary at stockyard/ warehouse or under contractor's custody, the contractor shall be responsible for lodging the FIR with the Police and the same should be intimated forthwith to Nalco. The contractor shall also provide all assistance and documents to NALCO for lodging the insurance claim. In case the loss estimated at 125% of the value of loss/shortage recoverable from the contractor, becoming insufficient with respect to the amount payable to the contractor, the same shall be recovered by taking recourse to encashment of Bank Guarantees (i.e the BGs for handling, storage, etc the formats as enclosed at Annexure-

9) If the value of security available by way of BGs and pending bills, put together, falls short of the recoverable value, the short-fall shall be made good by the contractor.

9. **Termination of contract by NALCO :** If the contractor does not commence the work in the manner described in the contract documents or if NALCO notices/finds the occurrence of any one or more the following events /contingencies or any other breach or default:-
- Failure to carry out the work in conformity with the contract documents.
 - Failure to carryout and execute the work in accordance with the time schedule to the satisfaction of Nalco.
 - If the contractor abandons the work.

- d) Due to breach of any of the terms & conditions on the contract by the contractor.
- e) Distress execution or other legal process being levied upon any of the contractor's goods and/or assets.
- f) If the contractor or any person employed by him takes or offers for any purpose connected with the contract any gratuity, royalty, commission, gratification or other inducements (whether money or in any other form) from/to any employees or customers or their authorized representatives of NALCO.
- g) If the contractor during the continuance of the contract becomes bankrupt makes any arrangements or composition with his creditors or permit any execution to be levied or go into liquidation.
- h) If any criminal investigation or proceedings are initiated against the contractor.

Then in any such case, NALCO shall have the right/power to terminate the contract and take action under provisions of the contract. No compensation whatsoever shall be payable to the contractor in the event of any such termination. The security deposit will stand forfeited for any such termination. NALCO will be at liberty to get the job done at the risk and cost of contractor, without prejudice to any other rights of NALCO. NALCO shall also have right to terminate the contract by serving three months' notice in writing without assigning any reason whatsoever. The notice period shall be effective from the date of receipt of the notice. Upon termination of the contract, any materials, stocks, equipment etc of NALCO shall be returned back to NALCO within reasonable time from the date of contract termination.

10. **Labour Laws and other laws:** The contractor shall comply with all the provisions of all labour legislations of the State/Central Government or any competent authority as applicable in respect of all men employed by him in executing the contract. The contractor shall ensure that any authorized sub-contractor under him does similarly comply with the above requirements. The contractor shall be responsible to defend or make payments against all actions, proceeding, claims, demands cost and expenses whatsoever arising out of any failure on the part of contractor or sub-contractor to comply with all or any of the Acts and Regulations of State/Central government contractor shall indemnify NALCO against all actions, proceedings, claims, demands, cost and expenses whatsoever arising out of or in connection with the matters referred to in this tender. Contractor shall be responsible to settle all the disputes with the employees engaged by him or by any authorized sub-contractor. The contractor shall abide and fulfill all the provisions of the Minimum Wages Act, Contract Labour (Regulation & Abolition) Act 1970.

The contractor shall be responsible for observance of all Statutory Laws/Acts and Rules as may be applicable viz. Company's Act, Minimum Wage Act, Provident Fund Act, Employees State Insurance Act, Motor Vehicle Act, Sales Tax Act and all other applicable Laws, Rules & Regulations, etc and related laws and the contractor shall absolve NALCO of all liability in respect of the contractor's employees or their dependents or agents or their equipment. All taxes, Insurance and other charges as applicable to the vehicle and machineries shall be the full responsibility of the contractor.

11. **Contracts coordination:** NALCO or its authorized officers will be the coordinating agencies for execution of the contract. The contractor will undertake execution of the contract as per their instructions from time to time. The contractor shall make necessary arrangement for posting of his representatives at different work area for proper liaison with the coordinating agencies.
12. **Work on Sundays and Holidays:** The contractor shall carry out work on Sunday and holidays also if exigency arises in the interest of the progress of the work without any extra charges to NALCO.
13. **Billing and Payment:** Contractor shall submit his bills, after completion of the job and all formalities related with the job on a monthly basis for the component and quantum completed, in quadruplicate to NALCO along with the relevant documents/certificates stipulated by NALCO. Payment shall be made by way of Electronic Payment only within 30 (thirty) days from the date of receipt of the bills if found in order and are complete in all respects. Income tax as applicable at the prevailing rate on the gross amount billed shall be deducted from contractor's bills.

No compensation is payable for any delay in releasing payments. This is subject to any recovery which NALCO is entitled to make from the bills of the contractor. The contractor has to enclose the proposed deviation statement with RA bill once the executed value of work reaches 80% of the awarded value. GST registration of the contractor is mandatory. No activities in this contract should suffer due to non-availability of GST registration on part of the contractor.

14. Force Majeure: The contract is subject to force majeure conditions which includes circumstances including acts of God in the event of stoppage of work in any establishment of NALCO during the contract period, or owing to work, riots, strikes, lock-outs, trade disputes, break downs accidents, fire, tempest, Govt. orders or restrictions imposed by Govt. of India, Governmental decrees, shortage of materials, non-availability of shipping space and/or causes beyond control of NALCO.
15. QUOTATION & RATES: The contractor shall quote rates against respective schedule of rates in the BOQ after duly acceptance of the detailed Rate Schedules, careful analysis of costs involved for performance of jobs considering all requirements of labour, trucks, materials, equipment and whatsoever is necessary for due execution of work. In case it is noticed that the rates quoted by the contractor are unusually high or low, it will be sufficient cause for rejection of tender unless NALCO is convinced about the reasonableness of the rates on scrutiny of the analysis of such rates to be provided by the contractor on demand. It is to be noted that, it is not obligatory on the part of NALCO to call for any such analysis before rejecting the tender.
16. The contractor is deemed to have fully acquainted himself with – (a) the nature of job to be performed by him (b) the requirement of trucks, labour, materials, equipment (c) conditions of roads for movement of our cargoes and (d) all the necessary information whatsoever is necessary for the execution of the work, before quoting and no claim whatsoever will be entertained for any omission or commission by the contractor in this regard.
17. The rates quoted shall be firm during the period of contract except for the price variations indicated and inclusive of all charges, except GST. In case GST is leviable for such services, the contractor shall raise tax-compliant Invoice showing GST component separately which will be paid extra.
18. No idle charges shall be paid/payable to the contractor either for handling equipment or labour or for any reason whatsoever.
19. Should any items/jobs arise beyond the scope of work given in the schedules of rates at BOQ or specific price for that particular item/job shall be negotiated and agreed to for implementation of the same.

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

- (i) Arbitration cases pending.
- (ii) Disputed incomplete works.
- (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings
- (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.

(v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings

It is expected that Bidders/Contractors observe the highest standard of ethics during the execution of the contract in pursuance to the policy of “Corrupt & Fraudulent practices” that is defined as follows:

- (a) “Corrupt practice” means the offering, receiving or soliciting of anything of value to influence the action of a public official in the contract execution.
- (b) “Fraudulent practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of NALCO, and includes collusive practices amongst the bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive NALCO of the benefits of free and open competition.

- 21. All operations under the scope of work of the contractor shall be executed by the contractor so as to match the rake clearance interests and despatch program of NALCO. The contractor shall mobilize adequate numbers of men, appliances, equipment, machineries and supervisors to fulfil this responsibility. On such exigencies the contractor shall also maintain his warehouse fully operational beyond his normal working hours and on Sundays and holidays.
- 22. The contractor shall not exercise any lien on NALCO's stocks on account of any payment or contractual disputes. The contractor shall indemnify NALCO & NALCO's stock in his custody from any claim arising out of property ownership/tenancy dispute, industrial disputes etc.
- 23. The contractor shall notify well in advance and keep NALCO posted on the development which may lead to Law and Order problem within and/or in immediate vicinity of his premises, Industrial disputes and other development which may hamper/prevent the contractor from execution of his contractual obligations.
- 24. NALCO does not guarantee any definite volume of work during the tenure of the contract. It is a tentative program of NALCO to handle around 60,000 MT per year under this contract and it is estimated that 25,000 sq.ft. (approx.) storage space including 10,000 sq.ft. of fully covered space would be required for stockyard/warehouse. These indications are, however, purely tentative and it cannot be made the contractual obligations of NALCO and subject matter for any claim or litigation by the contractor.
- 25. DEFECT LIABILITY PERIOD: —Liabilities for Defect, Imperfections etc. and Rectifications thereof. If it shall appear to the authorities of NALCO that any activity/service has been executed but has not effect into required final event / occurrence or otherwise not in accordance with the contract, the contractor shall on demand in writing from the authority of Nalco specifying the activity/service complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith complete the activity / render service at his own charge and cost, and in the event of failure to do so within a period to be specified by the Authorities of Nalco in his demand aforesaid, the Nalco Authority may on expiry of notice period rectify or remove, and re-execute the activity /service or remove and replace with others, the activity/service complained of as the case may be at the risk and expense in all respects of the contract. The decision of the Nalco Authority as to any question arising under this clause shall be final and conclusive. Defect liability period for this contract shall be three months from the date of expiry of the contract.
- 26. OTHER TERMS & CONDITIONS:
 - a. The bidder should indicate valid e-mail ID under (DECLARATION BY THE BIDDER) enclosed at Annexure- 8. In case the bidder does not have a valid e-mail ID, they should undertake to register the e-mail ID within two weeks from bid submission date.

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

LOA/WO including any agreed variation.

Schedule of rates/Bill of Quantity

Technical specifications

Special Conditions of Contract

Instruction to Bidders

Relevant Indian Standards

- c. **CONDITIONS FOR DEBARRING A CONTRACTOR**

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

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

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

In case the contractor does not execute the contract satisfactorily, banning for a period up to one year may also be imposed.

27. BID EVALUATION PROCEDURE:

On receipt of bids from the bidders, a designated evaluation committee will visit the sites of the bidders to access the infrastructure facilities as per the Sl. No. (C) of PQC and submit their report to the tender evaluation committee for further deliberation.

Tender Evaluation Committee shall evaluate the offers of the bidders based on PQC criteria and site committee report and NIT terms and conditions & recommend the opening of price bids of the qualified bidders.

SCOPE OF WORK, SPECIAL TERMS & CONDITIONS FOR RECEIPT OF INGOTS / T- INGOTS/ SOW INGOTS/ BILLETS/WIRE RODS/CAST STRIPS, ROLLED PRODUCTS, etc COMING FROM NALCO'S SMELTER PLANT/REFINERY BY RAKE/TRUCK/ETC.

1. **Scope of Work** : The scope of work shall cover:
 - a. Liaisoning and coordinating with officials of Rlys Authority, NALCO, etc for ascertaining programme of movement of rake and truck carrying Nalco's materials.
 - b. All handling activities at Railway authorities siding for material received through rake/rail/etc.
 - c. Receiving of Nalco's stock by truck at stockyard/warehouse and by rail at rail-siding which should preferably be inside the premises of such warehouse / stockyard or in close vicinity from the stockyard premises and located within Raipur. Contractor has to effect payment of all statutory charges imposed by the Govt for such cargo.
 - d. In case shortage is observed in transit for dispatch from Nalco's smelter plant/refinery to Raipur siding, the contractor should arrange for obtaining all relevant shortage certificates and lodging of initial monetary claim on railways on NALCO's behalf or arrangement for obtaining shortage certificate/ surveyor's report from the surveyor of NALCO's underwriters together with wagon wise joint inspection report duly signed by contractor and surveyor.
 - e. Re-bundling and re-strapping of bundles received/found loose in order to make them transport worthy.
 - f. Receipt of material as per incoming rake/truck and keep the material wagon-wise/truck-wise in the stockyard with proper protection from rain / water / dust / dirt.

2. **Contractor Responsibility with respect to Nalco's Domestic Materials**: The contractor's responsibility shall include co-ordination with Indian Railways, CONCOR, other agencies; handling of rake-loads/truck-loads of above mentioned NALCO's products arriving at rail-siding which should preferably be inside / within the premises of contractor's warehouse / stockyard or in close vicinity from the stockyard premises and located in Raipur. The contractor shall arrange unloading the materials from wagons and re-loading of the same into trucks and transportation up to final delivery of material to NALCO's different stockyards. The scope includes all activities involved for effectively executing the work.

3. **Rail siding and Warehouse / Stockyard Area**: Contractor shall arrange for sufficient stockyard/warehouse space at their cost and store NALCO's material in such yard. The Contractor shall be responsible for keeping the entire area secured and making watch and ward arrangement for the stockyard/warehouse and shall take all steps for proper and safe custody of the goods from the time of receipt & unloading till the dispatch of goods. The contractor shall on the instruction of NALCO effect sales delivery and stock-transfers ex-stockyard/warehouse for domestic materials.

For handling, storage, delivery, etc of the material of NALCO coming from Nalco's Smelter Plant Angul-Odisha for sale in Domestic market, the Warehouse/Stockyard shall have 25,000sq. ft. (min.) storage space. The storage yard shall be located in Raipur and shall have gravelled surface. The yard shall have 25,000 sq.ft. (min.) storage space for our stock as well as uninterrupted movement of both incoming and outgoing traffic. The contractor shall provide parking space for stock laden trucks during working as well as off-working hours within the yard premises. Out of the above area about 10,000 Sq.ft area to be under fully covered space. The above 10,000 sq ft area should be a fully covered storage space which will be required for storing Wire Rods, Strips, Rolled Products, Billets, etc and should be specifically earmarked for NALCO. The area should be free from any water logging /rain water accumulation. Proper care should be taken to protect the coils from rain water.

Material coming from Nalco's Smelter Plant Angul-Odisha shall be received and handled at rail siding which should preferably be inside / within the premises of contractor's warehouse / stockyard or in close vicinity

from the stockyard premises and located in Raipur. The contractor should have a valid Trade Licence along with Fire Licence for operating the warehouse/ stockyard with rail-siding.

For the materials received and handled at stockyard/warehouse, the contractor should make the payment of statutory charges, consolidated charges, other charges etc (including taxes, etc) imposed by statutory authorities like railways, etc. which shall be reimbursed at actual by Nalco against production of original bills/invoices.

4. As soon as the loading is complete and RR's are obtained from railways/other authorities the same will be forwarded and handed over to the contractor after completion of Commercial Tax Permit formalities for movement of goods from Indian railway siding to stockyard. If however, for any unavoidable reasons RR's do not reach on time, it shall be the duty and responsibility of the contractor to arrange for immediate unloading of the materials from the wagons within free time allowed against completion of commercial formalities relating execution of such indemnity bonds as may be required for the purpose. Any demurrage charges levied by railways in this regard shall be to the contractor's account.
5. While loading material on trucks due care shall be taken by the contractor so that bundles/coils and their straps or other packing are not damaged during loading/transport/unloading etc. Due care also to be taken to ensure that NALCO's products do not get dirt or mud etc. during unloading and intermediate storage at the railways siding and to clean them if desired necessary by Co-ordinating Officer of NALCO. Particularly the stocks of Wire Rods, Rolled Products and Billets should be kept and stored in a fully covered space.
6. The contractor shall ensure to offload the NALCO's products from wagons / trucks immediately on arrival and release the wagons / trucks within the free time. The demurrage/wharfage if any, payable to railways / carriers for delay in unloading from Railway wagon / trucks shall be borne by the contractor only.
7. The contractor shall also complete all formalities towards re-booking of the rake in case of domestic containers mounted on CONCOR's flats since the rake has to go back to our Plant. Re-booking of the rake shall be the responsibility of the contractor and no extra charges shall be paid for the same.
8. That the contractor shall take all steps for proper custody of the goods from the time of unloading at their premises till disposal and loss or shortage during such custody shall be borne by the contractor. The contractor shall be responsible to provide proper lashing, packing and dunnage to the loaded materials at their own cost. Material shall be covered with tarpauline in transit to avoid damage due to rain. The contractor shall take all precautions to ensure safety of the materials received through rail during the process of handling and shall engage sufficient staff round the clock. The contractor shall take adequate measures/precautions to safeguard the materials during local transit as well as at warehouse till final delivery, against theft, pilferage/damage/shortage of any kind and for any loss/shortage accrued. In the event of any loss / shortage due to theft, pilferage, damages of any kind during storage at stockyard/warehouse, cost equivalent to 125 % of the value of such losses/damages shall be recoverable from the contractor or adjusted against service charges payable to them on account of sales effected without prejudice to any other actions. In case of theft / burglary at stockyard/warehouse, the contractor shall be responsible for lodging lodged the FIR with the Police and the same should be intimated forthwith to Nalco.
9. Transit loss:- In the event of any shortage is observed in transit from our factory siding at Angul, Odisha to our siding at Raipur, contractor shall ensure to obtain shortage certificate from railways and file the initial monetary claim on railway on behalf of National Aluminium Co. Ltd. to protect NALCO's right of recovery and forward the same to NALCO for further action, and the contractor shall be liable for any consequences of lapses in this regard. In case of failure, all consequences due to such failure shall be to contractor's account. However, incase railway authorities refuse to carry out joint inspection and to give shortage certificate, the contractor shall carry out wagon wise joint inspection with the surveyors of NALCO's

underwriter and obtain the shortage certificate/joint surveyors report form the surveyors of NALCO's underwriters.

10. On arrival of the consignment at the Warehouse, contractor shall undertake all the work connected with the unloading, weighing and stacking of all categories of NALCO products as may be assigned to them by NALCO. The tare & gross weight of all incoming trucks shall be taken as a matter of routine while receiving the material.
11. At the time of unloading, if any bundles are received loose or are found loose at any point of time the contractor shall ensure to re-bundle and re-strap the same to make them transport worthy. Forklift shall be used to handle Ingot, T-Ingots, Sows, Rolled Products, Billets. Hydra cranes will be used to handle Wire Rod Coils and Rolled Product Coils. The material shackles will be adequately padded to prevent any damage to wire rod coils during handling. For Rolled Products, belt sling to be used for handling the same to prevent any damages.
12. It shall be the sole responsibility of the contractor to ensure that the mechanical appliances, equipment deployed for services covered by the contractor shall be in sound operating conditions, staff and operators well trained and skilled and supervision proper. The contractor shall be responsible at his own cost, for observance of all statutory laws, Acts & Rules applicable on the ownership and operation of the appliances. The contractor shall indemnify NALCO against all claims for damages/losses caused by appliances, equipment or men and labour of the contractor to the property of the associated agency or against third party claim.
13. The contractor shall abide and fulfil all the provisions of the Minimum Wages Act, Contract Labour (Regulation & Abolition) Act 1970, Employees State Insurance Act and all other applicable Laws, Rules & Regulations, etc. and related laws and shall absolved NALCO of all liability in respect of the contractor's employees or their dependents or agents or their equipment.
14. During the execution of the contract, if any, accident arises resulting in casualty or death or injury to any person including employees of the contractor then the contractor shall be liable to bear all expenses / compensation and indemnify NALCO from any demand, claim or proceedings occasioned or instituted by such injured person / deceased or on his / her behalf.
15. Contractor shall provide for adequate number of weight scales. They would also provide crane facilities for handling, loading, unloading of NALCO's products requiring mechanical handling in the open yard and / or manual labour as may be required. Forklift shall be used to handle different forms of Ingots, T-Ingots, Sows and Rolled Products. Hydra cranes will be used to handle Wire Rod Coils and Rolled Product Coils. The material shackles will be adequately padded to prevent any damage to wire rod coils during handling. For Rolled Products, belt sling have to be used for handling the same to prevent any damages.
16. That Contractor shall carry out the instructions issued by the NALCO from time to time in respect of sale of Aluminium Ingots, T-Ingots, Sow Ingots, Wire Rods, Billets, Cast Strips, Rolled Products, etc., and for that purpose NALCO will have an overall supervision and access to Contractor's open yard at all times.
17. Before arrival of the material at stockyard / warehouse, the contractor will collect relevant dispatch details documents from transporters/NALCO's Office. The said material on receipt at godown will be unloaded by the contractor and necessary receipt on unloading shall be duly issued and also sent immediately to NALCO's Office. On receiving the material, contractor shall ensure that the description and quantity are in conformity with the description & quantity given in the challan & RR. However, in the event of any shortage, contractor

shall obtain circumstantial evidence / shortage certificate from transporter / surveyors and immediately inform NALCO's office for lodging claims with the insurance company.

18. That contractor shall deliver the material only against Despatch Instruction / Delivery Order issued by authorised signatory of NALCO's. Contractor shall also obtain customer's (or their representative's) signature thereon to the effect that they have received the material as per the Despatch Instruction / Delivery Order. Contractor shall raise the Invoice-cum-Challan on behalf of NALCO on case to case basis on specific authorization of NALCO whenever required. Contractor shall also obtain proper LR's from concerned transporters on delivery of material, as per NALCO's instructions and send the same (including the Invoice-cum-Challan wherever specified) to NALCO in proper order immediately / next working day.
19. In order to safeguard the genuineness of documents the specimen signature of authorised representative of NALCO will be provided to the contractor. Any change in authorization will be notified to contractor. Similarly the contractor should also provide the specimen signature of their authorized representative to NALCO.
20. Support services / facilities: The entire documentation / exercise / operation will be carried out by Contractor, the details of specific activities from the point of receipt of metal in rake/truck and issuance of instructions by NALCO till delivery of metal accounts, etc. will be worked out as per instruction of NALCO. Necessary infrastructure like latest suitable/compatible computers and computer-peripherals with compulsory / dedicated internet broadband connection, printer, email connection, fax, telephone line etc should be available and arranged by the contractor to carry out the day-to-day job properly. The computers should have the required configuration for loading and operating NALCO's SAP software for which the contractor should provide trained personnel having knowledge and competency in operating and handling NALCO's SAP system.
21. NALCO shall send dispatch intimation about dispatch from Plant to Contractor through email / phone / fax. The contractor shall send intimation to NALCO regarding the details of all consignments remaining in transit for more than 15 days from the date of dispatch to enable NALCO to lodge claims with Railways / transporter / Insurance Company for sick wagon / damage and missing consignments.
22. Contractor will send a Report daily along with required documents like LR's, etc. in respect of sales up to that period along with a statement showing item wise break-up of stock received, delivered and balance material stock in Stockyard/Warehouse. The receipt, stock and dispatches will be worked out on a daily basis and weekly statement should be provided by the contractor to NALCO. However, the dispatch details statement in favour of the customers will be provided on a daily basis. For this as required by NALCO the format etc. will be given to the contractor to prepare the report. The starting point could be the data generated at Smelter dispatch. The contractor shall also submit daily status report after arrival of rake at railway siding at Raipur to NALCO for quantities collected, delivered etc. and also such additional particulars as may be required.
23. That the contractor shall not have any right to pledge or hypothecate the material and shall hold the material on behalf of NALCO. The contractor shall exhibit near the entrance to the yard in a permanent place indicating the ownership of the NALCO in respect of the goods stored therein.
24. That the contractor shall maintain proper record of accounts in respect of receipt of stocks and dispatches (daily, weekly and monthly basis) and also of RR in respect of stocks received by them at their stockyard/warehouse. The contractor shall also maintain Plant Invoice wise, Party wise sale and stock register. The monthly closing stock should be jointly inspected by NALCO and the contractor upon which monthly closing statement shall be jointly furnished. In case any shortage is observed during such joint

inspection, the loss on account of such shortages shall be recoverable @125% of the value of loss from the contractor.

25. The contractor shall carry out work i.e. loading, unloading, stacking, delivery and other operations on Sundays and Holidays also if exigency arises in the interest of the progress of the work without any extra charges to NALCO.
26. The contractor shall on their own arrange for delivery/transmission of any documents, information, data, etc to NALCO from stockyard/warehouse.
27. That the contractor shall have to provide all facilities to the representative of NALCO for checking of stocks, stocking arrangements or to conduct surprise stock verification etc., at any time without any prior intimation.
28. That all the records of receipts and deliveries and stock on behalf of NALCO shall be properly maintained by the Contractor in proper form to be prescribed by NALCO and will be made available to NALCO for internal audit verification, physical examination or for any other purpose.
29. The contractor must ensure that material to be stored for sale and for stock transfer are stacked separately. Further they will ensure that no mix up of metal take place during storage and delivery and any claim arising out of mix up of metal shall be debited to the contractor accounts. The metal meant for domestic sale is to be stacked in the designated area.
30. NALCO reserves right to appoint any other agency on the same or similar terms and conditions or otherwise to render the same or similar services during currency of the contract. The contractor shall not restrict the right of NALCO to take recourse to the above parallel arrangement even if notice of termination is not served and contract terminated.
31. If the contractor fails to execute the work, discharge the responsibilities and fulfill the terms and conditions of the contract, NALCO shall have the right to utilize the services of any other party for execution of the contract, and recover from the contractor all charges / expenses / losses / damages suffered by NALCO. The alternative arrangement at the risk and cost of the contractor shall be made by NALCO without any notice. This will be without prejudice to the rights of NALCO for any other action including termination of contract.
32. After expiry of terms / period of the contract or after termination of the contract, the contractor shall return all the material stored or received in their Stockyard / Warehouse. The contractor shall have no right to retain NALCO's material after termination of contract on any ground.
33. The agreement is subject to "Force Majeure" circumstances including Act of God in the event of stoppage of work in any establishment of NALCO due to riots, strikes, fire, tempest, lockout, trade disputes, break-down accident, Government / statutory / competent authority actions & orders, shortage of material or causes beyond the control of NALCO.
34. The material stored in godown is property of NALCO, the contractor have no right, title or charge ownership over that property. The contractor will be trustee on behalf of NALCO and in the event of any breach, the contractor will be liable for penal and civil action for breach of trust.
35. The contractor shall not keep NALCO's competitors' material in the designated stockyard offered to NALCO.

SCOPE OF WORK, SPECIAL TERMS & CONDITIONS FOR WAREHOUSE FACILITY, MANAGEMENT AND OTHER SERVICES THAT ARE REQUIRED FOR NALCO'S DOMESTIC MARKETING.

I. The contractor shall undertake to perform and provide the following scope of work and service for Nalco's domestic materials:

- I-A. Storage Facility and Management**
- I-B. Stock Unloading Services**
- I-C. Stock Removal / Stacking**
- I-D. Stock Delivery**
- I-E. Stock Re-bundling**
- I-F. Stock Marking**

I-A. Storage facility and management: The storage facility and management to be provided under this tender shall be as follows:

- I-A-1** The storage yard shall have office space and clean and hygienic drinking water and toilet facility. There shall be provision of washing water arrangement of sufficient pressure at strategic locations. The storage yard shall have internet, computers, printers, power back up, telephone & fax connection in working order.
- I-A-2** Contractor shall arrange for sufficient yard space at their cost and store NALCO's material in such yard. The Contractor shall be responsible for keeping the entire area secured and making watch and ward arrangement for the open yard and shall take all steps for proper and safe custody of the goods from the time of receipt & unloading till the dispatch of goods.
The storage yard shall be in located in Raipur and shall have gravelled surface. The yard shall have 25,000 sq.ft. (min.) storage space for our stock as well as uninterrupted movement of both incoming and outgoing traffic. The contractor shall provide parking space for stock laden trucks during working as well as off-working hours within the yard premises. The yard shall be securely enclosed with brick wall, of height about 10 ft. topped with barbed wire-fence. The yard shall have floodlight for good visibility during night working hours and for security reason.
Out of the above, 10,000 sq ft area should be a fully covered storage space which will be required for storing Wire Rods, Strips, Rolled Products, Billets, etc and should be specifically earmarked for NALCO. No material other than NALCO's material can be kept inside the above covered storage space. The area should also be free from any water logging /rain water accumulation. Proper care should be taken to protect the coils from rain water.
- I-A-3** The contractors shall maintain proper accounting of stock receipt, stock on hand and stock delivery and implement sound warehouse management practices. A daily report of the receipt stock and despatch status & documents against Letter of Credit (LC) related supply shall be submitted to NALCO by 11.00 A.M. of next working day. The report shall be in the format as specified by NALCO. In addition to the daily report, the contractor shall promptly provide any other information pertaining to the work covered by tender verbally and / or in writing as required by NALCO and send a consolidated weekly and monthly report in a manner prescribed by NALCO.

- I-A-4** The contractors shall deploy sufficient number of guards/watchmen/gunmen at the gates, warehouse and on beat duty. The contractor shall maintain such records and manage the security system in such manner as to provide full proof security cover for NALCO's stocks.
- I-A-5** Contractor shall provide for adequate number of weighing scales. They would also provide crane / hydra facilities for handling, loading, unloading of NALCO's products requiring mechanical handling in the open yard and / or manual labour as may be required. Forklift shall be used to handle different forms of Ingots, T-Ingots, Sows and Rolled Products. Hydra cranes will be used to handle Wire Rod Coils and Rolled Product Coils. The material shackles/belt sling will be adequately padded to prevent any damage to wire rod coils during handling. For Rolled Products, belt sling have to be used for handling the same to prevent any damages.
- I-A-6** The contractor shall provide to NALCO officials' free access at all times to the warehouse premises for stock inspection & supervision and inspection of contractor's contractual obligation. The contractor shall also provide free access, working space and reasonable co-operation, upon request from NALCO, to any authorized representative of NALCO's agencies/surveyors for execution of their bonafide business.
- I-B. Stock Unloading Services: Stock unloading services to be provided under this tender shall be as follows:**
- I-B-1** The stocks shall arrive by truck / by rail-rake directly from NALCO's Smelter Plant or any other places at the rail siding which should be preferably inside/within the premises or in close vicinity from contractor's warehouse / stockyard only. The contractor shall unload the stocks from rake/trucks using only mechanical appliances viz. forklift, cranes, etc providing proper supervision and release the trucks within four hours of its reporting during normal working hours. With regard to dispatch of material from plant by trucks, in case trucks are not unloaded and released on the same day due to contractor's fault, detention charge if any, charged to NALCO due to above will be deducted from the contractor's bill. The stock arriving by Railway Rake shall be around 2500 MTs to 3700 MTs per rake and it is the responsibility of the contractor to clear the rake within the Railway demurrage/ wharfage free-time. In case, the contractor fails to maintain the required tempo of operation and consequently NALCO incurs wagon or load demurrage/ wharfage from Railways, the contractor shall be responsible and the same shall be recovered from contractor's pending bills and / or Security Deposit or otherwise. In addition to physical load, the contractor shall receive and preserve such documents pertaining to the delivered stocks and shall arrange to hand over the same to NALCO/authorized agencies as and when instructed.
- I-B-2** The contractor shall properly inspect the stock on arrival and provide proper & factual receipt to the carrier in acknowledgement of the stock received. The acknowledgement, in addition to the other details, shall clearly specify the following:
- a) Name of materials & quantity under each lorry receipt. In case of Ingot bundles, the bundle marks and numbers and quantity of Ingot in each bundle.
 - b) The condition of strapping of the Ingot bundle whether good/loose/broken condition and the entire condition of Rolled Products and Billets packing.
 - c) In case of receipt of metal by rail from Smelter Plant any Ingot bundle do not contain the full correct quantity of Ingots; or Ingots are received in loose or any of the materials is found in damaged condition, a joint inspection and/or counting shall be arranged by the contractor with the authorized representative of the carrier and actual findings endorsed on the Rail Receipt under joint signature of the contractor and carrier's representative. The contractor shall also

immediately inform NALCO of such deliveries over phone and submit by next working day, a report in writing. In case of receipt of metal by road from Smelter Plant the gross & tare weight should be taken with proper physical inspection of the stock and any shortage /damage of straps/ non availability of end seals/ damage of rolled products, etc, a joint inspection and/or counting shall be arranged by the contractor with the authorized representative of the carrier and actual findings endorsed on the Lorry Receipt under joint signature of the contractor and carrier's representative. The contractor shall also immediately inform NALCO of such deliveries over phone and submit by next working day, a report in writing.

I-C. Stock Removal/Stacking:

I-C-1 After unloading from the rail / truck and sequentially and immediately thereafter, the stock shall be removed to the storage yard and wherever applicable, stacked as per direction of NALCO. Only mechanical appliances viz. Forklifts etc. shall be utilized for the removal under proper supervision. **The contractor shall not be entitled for any compensation for any subsequent** removal/stacking/restacking operations. The stacks shall be arranged as per truck load in case of transportation by road and if otherwise in such manner as to make the marks and numbers of each of the bundle/piece/drum clearly visible and sufficient space between the stacks shall be provided for easy access during stock inspection and for handling operation to facilitate prompt loading and delivery. Stocks like Wire Rods/Cast Strips/Rolled Products etc should be immediately

I-C-2 shifted to the covered space as mentioned earlier.

The contractor shall be fully responsible for maintaining such records so as to provide correct

I-D. position of the stocks held by them along with its location.
Stock Delivery

I- D-1 Stock delivery services to be provided for Nalco's domestic sales and domestic stock transfers to other Nalco's stockyards shall be as follows:

The contractor shall arrange to deliver the stock strictly as per NALCO's delivery instruction/Sale Order. The contractor shall use mechanical appliances viz. Forklift, Cranes etc. and remove the stocks from deposit point /stack and load on trucks under proper supervision. The contractor shall ensure that all trucks reporting at the warehouse during normal working hours to receive NALCO's stocks are loaded and released within four hours of its reporting. The contractor shall be fully responsible for deployment of adequate numbers of forklift, crane, manpower and supervision so that dispatches from the contractor's premises can be effected to match NALCO's program for domestic supply to match NALCO's buyer's requirements.

I-D-2 The contractor shall be fully responsible to ensure that stocks are delivered by him to NALCO's customers or to parties authorized by NALCO and obtain their proper receipts. The contractor shall also handover such documents that may be specified by NALCO, on the same day after completion of delivery. Any consequential loss to NALCO due to delayed submission of such documents by the contractor shall have to be borne by the contractor and shall be deducted from their bills.

I-D-3 The contractor shall load and place the stocks on the trucks in such manner as to fully utilize truck capacity volume wise/weight wise and/or as per NALCO's instructions.

I-D-4 All stocks before exit from contractor's premises shall be suitably dry and/or water cleaned for removal of dust, grime and grease etc. The contractor shall ensure that such cleaning work is to the satisfaction of NALCO and completed within the time schedule of NALCO's buyer's requirements.

I-D-5 The tare and gross weight of the truck will be taken as a matter of routine while delivering the metal in the trucks of the customers. This will be an integral part of the loading operation and for gross checking only. However, the weighment on the challan / invoice / documentation shall be based on weighment mentioned in the documents issued by Smelter Plant.

I-D-6 The contractor shall check & ensure LR issued by the transporters while delivering materials against different types of sale.

I-E. Stock Re-bundling

I-E-1 As and when instructed by NALCO, the contractor shall arrange men, material and machine and execute re-bundling of Nalco's Ingot bundles/Wire Rods/Billets/Rolled Products packets. The re-bundling shall be to the satisfaction of NALCO. The contractor shall ensure to complete such re-bundling work within the time schedule of NALCO's delivery program. For this the contractor should possess the re-bundling machine for re-bundling of NALCO's products with iron straps and also for re-bundling of NALCO's products with polyester straps whenever the job arises. The polyester straps should be min 16 mm width, min 0.89 mm thickness and breaking load min 2000 newton. The contractor has to maintain sufficient stock of iron and polyester straps at any given point of time. NALCO reserves the right to have such re-bundling work executed through one or more agencies other than the contractor. The contractor however, shall allow free access to such agencies and provide suitable working space within the premises.

I-E-2 If any bundle received in good condition by the contractor, is found loose or with straps in broken condition whilst in the custody or during delivery by the contractor, its re-bundling shall be arranged by the contractor at no extra cost. In case of failure NALCO reserves the right to get the job done by other agencies at the risk and cost of the contractor.

I-F Stock Marking

As and when required by NALCO, the contractor shall arrange men, materials and appliances and shall mark the stocks with colour code and/or shipping marks and numbers strictly as per NALCO's instruction.

- II.** All operations under the scope of work of the contractor shall be executed by the contractor so as to match the rake clearance interests and despatch program of NALCO. The contractor shall mobilize adequate numbers of men, appliances and supervisors to fulfill this responsibility. On such exigencies the contractor shall also maintain his warehouse fully operational beyond his normal working hours and on Sundays and holidays.
- III.** The tender shall not exercise any lien on NALCO's stocks on account of any payment or contractual disputes. The contractor shall indemnify NALCO & NALCO's stock in his custody from any claim arising out of property ownership/tenancy dispute, industrial disputes etc.
- IV.** The contractor shall notify well in advance and keep NALCO posted on the development which may lead to Law and Order problem within and/or in immediate vicinity of his premises. Industrial disputes and other development which may hamper/prevent the contractor from execution of his contractual obligations.

- V. For the services rendered under the various responsibility, terms and conditions of the tender, the contractor shall be paid strictly as per BOQ .No extra charges shall be payable for execution of work, responsibility and fulfillment of terms and conditions not covered by the tender. These rates shall be firm and free from escalation during the tenure of the contract.
- VI. It shall be the sole responsibility of the contractor to ensure that the mechanical appliances deployed for services covered by the tender shall be in sound operating conditions, staff and operators well trained and skilled and supervision proper. The contractor shall be responsible at his own cost, for observance of all Statutory Laws, Acts & Rules applicable on the ownership and operation of the warehouse and appliances. The contractor shall indemnify NALCO against all claims for damages/losses caused by appliances/men of the contractor to property of the associated agency or against third party claim.
- VIII. The contractor shall abide and fulfill all the provisions of the Minimum Wages Act, Contract Labour (Regulations & Abolition) Act, 1970, Employees State Insurance Act and all other applicable Act Rules & Regulations etc. made under such laws and related laws and shall absolve NALCO of all liability in respect of the contractor's employees or their dependents or agents.
- IX. During the execution of contract, if any accident arise resulting in death or injury to any person including employees of the contractor, then the contractor shall be liable to bear all expenses/compensation and indemnify NALCO from any demand, claim or proceedings occasioned or instituted by such injured person or on his behalf.
- X. NALCO shall have the right to appoint any other agency on same or similar terms and conditions for otherwise to render the same or similar services during the currency of the contract. The contractor shall not restrict the right of NALCO to take recourse to the above parallel arrangement even if notice of termination is not served and contract terminated.

**INFRASTRUCTURES, SERVICES, ETC. REQUIRED BY NALCO FOR THE
PURPOSE OF EXECUTING THE WORK STIPULATED IN THE SCOPE OF WORK
UNDER THE CONTRACT**

The contractor should provide and operate all the following infrastructures, services, etc for executing the contract:

1. **Warehouse /Stockyard Area with Railway Siding:** Material coming from Nalco's Smelter Plant Angul-Odisha or any plants of Nalco shall be received and handled at rail siding which should be preferably inside / within the premises of contractor's warehouse / stockyard or located in close vicinity maximum within 10Kms from the stockyard premises and located in Raipur. The materials in the stockyard/warehouse shall be stacked, stored, delivered, etc by the contractor for the purpose of sales & transhipments in Domestic market sales purpose. The Warehouse/Stockyard shall have 25,000 sq. ft. (min) storage space. The storage yard shall be located in Raipur and shall have gravelled surface. The yard shall have 25,000 sq. ft. (min.) storage space for our stock as well as uninterrupted movement of both incoming and outgoing traffic. The contractor shall provide parking space for stock laden trucks during working as well as off-working hours within the yard premises. Out of the above area about 10,000 sq. ft. area to be under fully covered space. **The above 10,000 sq ft area should be a fully covered storage space which will be required for storing Wire Rods, Strips, Rolled Products, Billets, etc and should be specifically earmarked for NALCO.** The area should be free from any water logging /rain water accumulation. Proper care should be taken to protect the coils from rain water Necessary infrastructure like (a) latest computer with compulsory broadband connection, printer & other peripherals at invoicing point(s); (b) computer, printer & other peripherals that can be compatible with NALCO's SAP module and other modes of system (c) communication facilities like email connection, fax, telephone line etc should be available to carry out the job properly. The warehouse / stockyard and railway siding should not be in a no-entry zone for free and unrestricted movement of trucks to warehouse and siding.

Material coming from Nalco's Smelter Plant Angul-Odisha shall be received and handled at rail siding which should be preferably inside / within the premises of contractor's warehouse / stockyard or in close vicinity from the stockyard premises. The contractor should have a valid Trade Licence along with Fire Licence for operating the warehouse/ stockyard with rail-siding. The bidder should submit copy of the above documents.

2. **Office Building :** The contractor should have an office building with operational facilities like telephone, fax, e-mail, computer etc., for the area of operation i.e. Warehouse/Stockyard.
3. **Equipment:** For operational activities in stockyard / warehouse, etc. the contractor should have among others the following equipment / machineries in sufficient number for handling the job to satisfactory level.
 - a. Crane (Hydraulic/Diesel)
 - b. Weighbridge
 - c. Strapping Machine for re-bundling with iron straps and polyester straps. For this the contractor should possess the re-bundling machine for re-bundling of NALCO's products with iron and polyester straps. The polyester straps should be of min 16 mm width, min 0.89 mm thickness and breaking load min 2000 newton.
 - d. The contractor has to maintain sufficient stock of iron and polyester straps at any given point of time.
 - e. Fork Lifts of 3 Tonne capacity, 5 Tonne, etc
 - f. Weighing machines.

4. **Man-Power**: Adequate man-power with experience in the field to man and manage the area of operation i.e. Warehouse/Stockyard.
5. **Security**: Adequate security with high strong boundary wall, proper lightings, etc. The Warehouse/Stockyard Area shall be securely enclosed with high brick topped with barbed wire-fence. The Warehouse/Stockyard Area shall have floodlights for good visibility during night working hours and for security reason. Entry and exit points at Warehouse/Stockyard Area should be manned and supervised by security personnel, so that NALCO's material are fully secured.

Only those parties who can provide and operate the above infrastructures, services, etc in Raipur will be eligible to participate in the tender otherwise the tender shall be rejected. The eligible parties are required to make declaration, supply information and furnish data & documents as per the documents enclosed at Annexure: 08 of the tender, failing which the tender bid shall be rejected.

SPECIAL CONDITIONS OF CONTRACT

1. Mobilization period for the job will be one month from the date of issue of LOA or Work order, whichever is earlier.
2. The Contractor/ Agency shall not exercise any lien on NALCO's stocks on account of any payment or contractual disputes. The contractor shall indemnify NALCO & NALCO's stock in his custody from any claim arising out of property ownership/tenancy dispute, industrial disputes etc.
3. For the services rendered under the various responsibility, terms and conditions of the tender, the contractor shall be paid strictly as per BOQ / "Schedule of Rates". No extra charges shall be payable for execution of work, responsibility and fulfilment of terms and conditions not covered by the tender but required to complete the assignment successfully. These rates shall be firm and free from escalation during the tenure of the contract.
4. It shall be the sole responsibility of the contractor to ensure that the mechanical appliances deployed for services covered by the tender shall be in sound operating conditions, staff and operators well trained and skilled and supervision proper. The contractor shall be responsible at his own cost, for observance of all Statutory Laws, Acts & Rules applicable on the ownership and operation of the warehouse and appliances. The contractor shall indemnify NALCO against all claims for damages/losses caused by appliances/men of the contractor to property of the associated agency or against third party claim.
5. The contractor shall abide and fulfil all the provisions of the Minimum Wages Act, Contract Labour (Regulations & Abolition) Act, 1970, Employees State Insurance Act and all other applicable Act Rules & Regulations etc. made under such laws and related laws and shall absolve NALCO of all liability in respect of the contractor's employees or their dependents or agents.
6. During the execution of contract, if any accident arise resulting in death or injury to any person including employees of the contractor, then the contractor shall be liable to bear all expenses/compensation and indemnify NALCO from any demand, claim or proceedings occasioned or instituted by such injured person or on his behalf.
7. **INSURANCE**
Insurance by NALCO: Material will be insured by NALCO for transportation from Nalco's plant to any Nalco Warehouse/Stockyard in India and is subject to insurance company's Marine Cargo Policy terms and conditions, governing the same relating to various clauses as prescribed by the underwriters. Stock insurance of the stockyard / warehouse / godowns shall be arranged by the NALCO (also called OWNER). The owner shall arrange the policy of Burglary (including theft/pilferage) for owner's stock. The owner shall also arrange for Fire and Special Perils policy for its stockyard / warehouse / godown. The amount settled by the insurance company will be reimbursed to the contractors after recovery of 125% of the value of the loss (if any) from the contractor.

8. SECURITY DEPOSIT (SD):

There shall be two forms of interest free Security Deposits The contractor shall submit the Security Deposits by way of Bank Guarantee in the prescribed format as given at Annexure-9 or by way of e-payment (RTGS) within 21 days from the date of issue of LOA or Work order whichever is early.

1 SD for Contract Performance and**2 SD against issue of materials for handling, stock-holding, etc.****a. SD FOR CONTRACT PERFORMANCE:**

A sum of 5 % of the contract value for the assignment excluding GST shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period. The BG for this Security Deposit shall be as per the format at Annexure--9 of this tender. This may be deposited initially at 2.5% of the contract value (referred as initial security deposit) within 20 days of receipt by him of the notification of acceptance of tender and the balance will be recovered in instalments through deduction @5% of the gross value of each running account bill, till total security deposit is collected.

Alternatively the contractor may at his option deposit the full amount by way of e-payment (RTGS), towards deposit. The Earnest Money Deposited with the tender, by the successful bidder if paid by way of e-payment (RTGS) may be adjusted towards Security Deposit.

The security deposit will be released after successful completion of the defect liability period/claim period, as the case may be, on certification of Officer-in-Charge, by e-payment only.

b. SD AGAINST ISSUE OF MATERIALS FOR HANDLING, STOCK-HOLDING, ETC

Under the contract, NALCO shall despatch the materials viz- Aluminium Ingots (which includes standard ingots, sow ingots, T-ingots, etc), Aluminium Wirerod, Aluminium Billet, Aluminium Rolled Products, etc (hereinafter referred to as the "said materials") to the contractor. The said materials shall be under the custody and charge of the contractor and shall be handled, kept, stored, delivered at the sole risk and expense of the Contractor. The contractor shall make arrangement for adequate security for the said materials for handling, keeping, storage, deliveries, etc by the contractor under the contract. For such adequate security a sum of Rs. 1.32 Crores shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.

9. The contractor shall take adequate measures / precautions to safeguard Nalco's materials at stockyard/warehouse and under his custody against burglary/theft, pilferage, damages of any kind and any loss / shortage that may occur. In the event of any loss / shortage due to theft, pilferage, damages of any kind during storage at stockyard/warehouse or under contractor's custody, cost equivalent to 125 % of the value of such losses/damages shall be recoverable from the contractor or adjusted against service charges payable to them on account of sales effected without prejudice to any other actions.

10. In case of theft / burglary at stockyard/ warehouse or under contractor's custody, the contractor shall be responsible for lodging the FIR with the Police and the same should be intimated forthwith to Nalco. The contractor shall also provide all assistance and documents to NALCO for lodging the insurance claim. In case the loss estimated at 125 % of the value of loss/shortage recoverable from the contractor, becoming insufficient with respect to the amount payable to the contractor, the same shall be recovered by taking recourse to encashment of Bank Guarantees. If the

value of security available by way of BGs and pending bills, put together, falls short of the recoverable value, the short-fall shall be made good by the contractor.

11. **Contracts coordination:** NALCO or its authorized officers will be the coordinating agencies for execution of the contract. The contractor will undertake execution of the contract as per their instructions from time to time. The contractor shall make necessary arrangement for posting of his representatives at different work area for proper liaison with the coordinating agencies.
12. All operations under the scope of work of the contractor shall be executed by the contractor so as to match the rake clearance interests and despatch program of NALCO. The contractor shall mobilize adequate numbers of men, appliances, equipment, machineries and supervisors to fulfil this responsibility. On such exigencies the contractor shall also maintain his warehouse fully operational beyond his normal working hours and on Sundays and holidays.
13. The contractor shall not exercise any lien on NALCO's stocks on account of any payment or contractual disputes. The contractor shall indemnify NALCO & NALCO's stock in his custody from any claim arising out of property ownership/tenancy dispute, industrial disputes etc.
14. The contractor shall notify well in advance and keep NALCO posted on the development which may lead to Law and Order problem within and/or in immediate vicinity of his premises, Industrial disputes and other development which may hamper/prevent the contractor from execution of his contractual obligations.
15. The material stored in godown is property of NALCO, the contractor have no right, title or charge ownership over that property. The contractor will be trustee on behalf of NALCO and in the event of any breach, the contractor will be liable for penal and civil action for breach of trust.
16. The contractor shall not keep NALCO's competitors' material in the designated stockyard offered to NALCO.
17. The Tenderer is to indicate here the site(s) organization, he proposes to set up for execution of the work.
18. 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.
19. **Price Variation Clause:**

The prices shall remain firm for the contract except for the price variation applicable on fuel.

- i. **PRICE VARIATION FOR LABOUR.: NOT APPLICABLE**
- ii. **PRICE VARIATION FOR FUEL: APPLICABLE**

Fuel escalation is applicable for the contract and will be as per the following escalation formula subject to $D_1 - D_0 > 1\%$ of D_0 :

$$P_D = V \times Y_D (1/100) \times (D_1 - D_0) \times (1/D_0)$$

Where,

P_D = Compensation for Fuel escalation / de-escalation

V = Value of work done on which escalation is payable i.e. executed value of work done for item number (2), (3) & (4) of BoQ as per original scheduled rates.

Y_D = Fuel component of the executed value against work done for item number (2), (3) & (4) of BoQ are assumed to be 30%.

D_1 = Revised Diesel rate at place of operation.

D_0 = Rate of HSD as declared by IOCL/BPCL/HPCL at the area of operation as on the date of bid opening by NALCO shall be considered as base date for escalation and will be indicated in the work order.

20. The contractor should submit the following documents:
- Valid trade licence issued by concerned authority (in case trade licence is not available, the bidder shall submit an undertaking along with their bid to submit the valid trade licence within 15 days of receipt of work order.)
 - Valid fire licence issued by the concerned authority (in case fire licence is not available, the bidder shall submit an undertaking along with their bid to submit the valid Fire licence within 15 days of receipt of work order.)
 - Copy of permission/notification/agreement from zonal railways for the railway siding. (in case permission/notification/agreement is not available, the bidder shall submit an undertaking along with their bid to submit the valid permission/notification/agreement within 15 days of receipt of work order.)
21. Outsourcing of Stockyard activities: Contractor may engage sub-contractor or outsource the activities of the stockyard operations with prior consent of NALCO.
22. VOLUME OF WORK - - On an average, about 60,000 MTs (Sixty thousand MTs) of cargo is expected to be handled in a year for sale in domestic market and onward transfer to various stockyards at Delhi, Jaipur, Faridabad, Baddi, Vadodara, Bhiwandi or any other locations. In case Nalco opens additional stockyards, the contractor also have to load materials on the vehicles of transporter as per scope of work & other terms & condition of contract.
23. However, NALCO does not guarantee the quantum of any work or volume to be handled. It is a tentative program of NALCO to handle around 60,000 MTs per year under this contract. These indications are, however, purely tentative and it cannot be made the contractual obligations of NALCO and subject matter for any claim or litigation by the contractor. No claim from the contractor shall be entertained in the event the volume of work is substantially lower or higher.
24. That Contractor shall carry out the instructions issued by the NALCO from time to time in respect of sale of Aluminium Ingots, T-Ingots, Sow Ingots, Wire Rods, Billets, Cast Strips, Rolled Products, etc., and for that purpose NALCO will have an overall supervision and access to Contractor's open yard at all times.
25. In order to safeguard the genuineness of documents the specimen signature of authorised representative of NALCO will be provided to the contractor. Any change in authorization will be notified

to contractor. Similarly the contractor should also provide the specimen signature of their authorized representative to NALCO.

26. **Support services / facilities:** The entire documentation / exercise / operation will be carried out by Contractor, the details of specific activities from the point of receipt of metal in rake/truck and issuance of instructions by NALCO till delivery of metal accounts, etc. will be worked out as per instruction of NALCO. Necessary infrastructure like latest suitable/compatible computers and computer-peripherals with compulsory / dedicated internet broadband connection, printer, email connection, fax, telephone line etc should be available and arranged by the contractor to carry out the day-to-day job properly. The computers should have the required configuration for loading and operating NALCO's SAP software for which the contractor should provide trained personnel having knowledge and competency in operating and handling NALCO's SAP system.
27. That the contractor shall not have any right to pledge or hypothecate the material and shall hold the material on behalf of NALCO. The contractor shall exhibit near the entrance to the yard in a permanent place indicating the ownership of the NALCO in respect of the goods stored therein.
28. The contractor shall carry out work i.e. loading, unloading, stacking, delivery and other operations on Sundays and Holidays also if exigency arises in the interest of the progress of the work without any extra charges to NALCO.
29. The contractor at his own arrangement shall deliver /transmit any documents, information, data, etc to NALCO from stockyard/warehouse.
30. That the contractor shall have to provide all facilities to the representative of NALCO for checking of stocks, stocking arrangements or to conduct surprise stock verification etc., at any time without any prior intimation.
31. That all the records of receipts and deliveries and stock on behalf of NALCO shall be properly maintained by the Contractor in proper form to be prescribed by NALCO and will be made available to NALCO for internal audit verification, physical examination or for any other purpose.
32. The contractor must ensure that material to be stored for sale and for stock transfer are stacked separately. Further they will ensure that no mix up of metal take place during storage and delivery and any claim arising out of mix up of metal shall be debited to the contractor accounts. The metal meant for domestic sale is to be stacked in the designated area.
33. After expiry of terms / period of the contract or after termination of the contract, the contractor shall return all the material stored or received in their Stockyard / Warehouse. The contractor shall have no right to retain NALCO's material after termination of contract on any ground.
34. During the execution of the contract, if any, accident arises resulting in casualty or death or injury to any person including employees of the contractor then the contractor shall be liable to bear all expenses / compensation and indemnify NALCO from any demand, claim or proceedings occasioned or instituted by such injured person / deceased or on his / her behalf.

FEES & TERMS OF PAYMENTS

- i. Payment shall be made against Monthly RA bill after due certification by Manager In Charge of NALCO. An amount of 10% of the RA bill will be withheld with NALCO till completion of defect liability period towards security deposit.
- ii. Payment shall be made against monthly R.A bills, (unless otherwise mentioned separately in “special conditions of contract (Annexure-IB)”) submitted in the prescribed format & duly approved and certified by the Manager-in- charge. Such Certificate / approval by the MIC and passing of the amount so payable shall be binding and conclusive subject to deductions as per the contract, which is subjected to arithmetical correction if any.
- iii. Payment up to 85% of the contract value shall be made through RA Bill both for CAPITAL contracts and one time O&M contracts. For repetitive O&M contracts payment will be released through RA Bills up to last but one month of the contract period. Balance will be paid through Final Bill only.
- iv. NALCO shall release payment to the contractor through e-payment. The e-payment facility is available under INTERNET mode through company banker as well as NEFT/RTGS mode through designated enabled branches. The contractor shall submit duly filled bank mandate form in duplicate with due authentication from their banker to avail e-payment facility before submission of 1st RA bill. The prescribed mandate form is appended at Annexure-VII.
- v. The contractor must possess PAN in the name of the firm/company or sole proprietor for release of any payment.
- vi. 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 Manager in-charge for certification. The final reconciliation statement should be submitted along with final bill for release of final payment.
- vii. The final bill shall be submitted by the contractor within three month of the completion of contract otherwise the contract may be closed ex-parte on the basis of the Manager-in-Charge’s certificate of the measurement and the amount payable or recoverable as certified by the Manager In Charge, taking all recoveries into account and shall be final & binding on the contractor. Besides above, the contractor may be treated as dormant or non-responsive. This may affect contractor’s future business with NALCO adversely.

Note:

For all other Details regarding Payment, Please refer the Clause no. 69 of Section –IV of G.C.C. on “SCHEDULE OF RATE AND PAYMENTS

ANNEXURE-6**SAMPLE BOQ****(NOT TO BE FILLED UP HERE)****BOQ ATTACHED AS SEPARATE EXCEL SHEET.****SCHEDULE OF RATES FOR PART OF CONTRACT AS AT ANNEXURE-I and II**

SL	DESCRIPTION OF ITEMS	UNIT OF MEASUREMENT	QUANTITY	UNIT RATE	TOTAL AMOUNT
(1)	(2)	(3)	(4)	(5)	(6)
1	Charges for providing warehousing facility and management under sl. no. I-A of Annexure-3 (II)	Per Month	60	NOT TO BE FILLED UP HERE	NOT TO BE FILLED UP HERE
2	Charges providing stock unloading services outlined under Sl. no. I-B of Annexure-3(II) from Rail/Rake and Charges for stock removal/stacking service services outlined under under Sl. no. I-C of Annexure-3(II) after unloading from Rail/Rake	MT	2,97,000	NOT TO BE FILLED UP HERE	NOT TO BE FILLED UP HERE
3	Charges providing stock unloading services MT outlined under Sl. no. I-B of Annexure-3(II) from Trucks and Charges for stock removal/stacking service services outlined under Sl. no. I-C of Annexure-3(II) after unloading from trucks		3,000	NOT TO BE FILLED UP HERE	NOT TO BE FILLED UP HERE
4	Charges for stock delivery services outlined under I-D of Annexure-3(II)	MT	3,00,000	NOT TO BE FILLED UP HERE	NOT TO BE FILLED UP HERE
5	Charges for providing service, material, machine for stock re-bundling with iron strap or poly-straps outlined under Sl. no. I-E of Annexure-3(II)	Bundle	30,000	NOT TO BE FILLED UP HERE	NOT TO BE FILLED UP HERE
Total Amount					

10 % of total stock (10% of 3,00,000 MT= 30,000 MT of which re-bundling with iron strap and poly strap)

N.B.:

- 1) The rates quoted shall be inclusive of all charges, except GST. In case GST is leviable for such services, the bidder shall raise tax-compliant Invoice showing GST component separately which will be paid extra.
- 2) Above quantities are tentative only and is subject to change.
- 3) For indicative purpose, the above are expected/tentative quantities. However the rate is applicable as stipulated in the tender at clause no.3.(b) and clause no.- 4 of Annexure-3
- 4) The Evaluation shall be carried out as follows:
 - i. The Bidder has to quote the rates in column-5 only in the BOQ before uploading same on e-procurement portal.
 - ii. The Rates quoted by the bidders shall be inclusive of all taxes and duties as applicable on date of tender opening but exclusive of GST which shall be paid extra as per applicability.
 - iii. The contractor is required to get themselves registered with GST and submit documentary evidence along with their tender, failing which, they shall be treated as unregistered dealer.
 - iv. It is the responsibility of the successful bidder to satisfy Tax Authorities with supporting documents as demanded by Tax Authorities regarding price of items quoted.
 - v. The Contractor shall issue Invoice / R.A. Bill in accordance with the GST Rules giving all the information as required under the said rules.
 - vi. Wherever GST Input Tax Credit (ITC) on GST is not available, the GST Amount payable by NALCO towards the same shall be loaded on the bidder's quoted value to arrive at the relative position of the bids.
 - vii. For claiming GST from NALCO, the contractor's invoice should contain details like Serial no. of documents, Date of issue, Description of work, price of the service, GST, GSIT registration no., name and address of the Service Provider, class / category under which GST is leviable etc.
 - viii. The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST Act and Rules (Centre, State & Integrated) and other statutory provisions applicable to this work as a service provider.
 - ix. Conditional Price Bids are liable for rejection. Discount mentioned separately over the rates quoted above will not be considered for evaluation of the bids.

ANNEXURE-7**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 of the
Bidder**

& Seal of bidder.

ANNEXURE -XX**ANNEXURE FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT [E.M.D.]****PART – A****DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO WITH DATE	TNCC-040/2020 Dated 03/09/2020.
2)	DESCRIPTION OF TENDER	Handling , Storage, and operation of Master Stockyard at Raipur.
3)	EMD AMOUNT (IN RS) & IN WORDS	Rs. 14.13 Lakh (Rupees Fourteen Lakh Thirteen Thousand) Only
4)	SBI ACCOUNT NO	10044880013
5)	SBI BRANCH CODE	STATE BANK OF INDIA, SME BRANCH, NALCO CORPORATE OFFICE CAMPUS, NALCO BHAVAN, P1 NAYAPALLI, BHUBANESWAR-751013
6)	SBI IFSC CODE	SBIN0009817

PART – B**DETAILS TO BE FURNISHED BY VENDOR**

1)	NAME OF THE PARTY	
2)	NALCO VENDOR CODE IF ANY	
3)	AMOUNT DEPOSITED	
	DATE OF DEPOSIT	
4)	NAME OF BANK & BRANCH	
5)	BRANCH CODE	
6)	IFSC CODE	
7)	UTR NO	(ENCLOSE COPY)
	DATE	

Note : The format duly filled-in shall be sent, along with proof of remittance (transaction slip/receipt), on the same day of remittance, by email to : purna.gummadi@nalcoindia.co.in

ANNEXURE- 12**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 last date of submission of offer.	
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 the bid offer :	
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.	
	Compliance letter for Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
4.0	Confirm your compliance to critical stipulations of bidding document as mentioned in ITB.	
5.0	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.	
6.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
7.0	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.	
8.0	Confirm your acceptance for Time Schedule as mentioned in tender document.	
9.0	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.	
10.0	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
11.0	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.	
12.0	Confirm that adequate numbers of construction equipment, 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 organisation 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.	
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.	
23.0	Please confirm that you have submitted Tender Fee in the Unpriced Part of your Bid in case Bidding Document downloaded from website. In case of non-submission of tender fee as specified, tender shall not be considered for evaluation.	

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



GENERAL CONDITIONS OF CONTRACT

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

Web site: nalcoindia.com

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IB.	Concurred commitments of the tenderer	
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SECTION – 1

DEFINITIONS AND INTERPRETATION

1. DEFINITION & INTERPRETATION:

1.1 Definition:

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

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

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

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

- 1.1.2 The ‘Tender’ shall mean the tender submitted by the tenderer for acceptance by the Owner.
- 1.1.3. The ‘Chairman-cum-Managing Director’ shall mean the Chairman-cum-Managing Director of National Aluminium Co. Ltd., or his successors in office as designated by the Owner.
- 1.1.4. The ‘Project Head’ shall mean General Manager/ Deputy General Manager of the Project of National Aluminium Company Ltd., or his successor in office or his authorised representative.
- 1.1.5. The ‘Contractor’ shall mean the person or persons, firm or company whose tender has been accepted by owner and includes the contractor’s legal representatives, his successors and permitted assigns.
- 1.1.6. The ‘Sub-contractor’ shall mean any person or firm or company (other than the contractor to whom any part of the work has been entrusted by the contractor, with the written consent of the owner or his representative and the legal representatives, successors and permitted assignee of such person, firm or company.

- 1.1.7. The ‘Engineer-in-Charge’ shall mean the person nominated by the Owner from time to time and shall include those who are expressly authorised by the Owner to act for and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.
- 1.1.8. The ‘Works’ shall mean and include all works to be executed in accordance with the contract or part thereof as the case may and shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the owner/ engineer-in-charge.
- 1.1.9. The ‘Contract’ shall mean the agreement between the Owner and the contractor for the execution of the works including therein all documents such as the invitation to tender, instructions to Tenders, General Conditions of Contract, Special Conditions of Contract, Job Specifications, General Requirements, Time Schedule of Completion of Job, Drawings, Letter of Intent awarding the work, Agreed variations, if any etc.
- 1.1.10. The ‘Contract Document’ shall mean collectively the tender documents, designs, drawings specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.11. ‘Constitutional Plant’ shall mean all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form of forming part of the permanent work.
- 1.1.12. ‘Temporary Works’ shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- 1.1.13. ‘Specifications’ shall mean all directions, various technical specification, provisions, and requirements, attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Owner or the Engineer-in-charge during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition including all addenda/ corrigenda or relevant Indian Standard Specifications and other relevant codes.
- 1.1.14. ‘Plans’ shall mean all maps, sketches, and layouts as are incorporated in the contract in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

- 1.1.15. 'Drawings' shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
- 1.1.16. 'Foreign consultant' shall mean a person, agency or firm including their successors and assigns, who are nonresidents of India and are responsible for supply of process Technology for expansion plant based on review of existing plant including material flow, energy balance, additional facilities and improvement on the basis of the recent experience.
- 1.1.17. 'Indian Consultant' shall mean a person, agency or firm including their successors and assign who are responsible for detailed engineering and construction management of the project.
- 1.1.18. 'Project manager' shall mean the authorised representative of the consultant posted at site. He shall be responsible for supervision of the work by the contractors as well as coordinate with different agencies within the organisation or otherwise.
- 1.1.19. 'Site' shall mean the lands and other places on, under in or through which the permanent works are to be carried out and any other lands or places provided by the owner for the purpose of the contract.
- 1.1.20. 'Notice in writing or written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or other wise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.21. The 'Completion Certificate' shall mean the certificate to be issued by the owner or his representative when the works have been completed to his satisfaction.
- 1.1.22. The 'Final Certificate' in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the contract to be issued by the owner or his representative after the period of liability is over.
- 1.1.23. 'Approved' shall mean approved in writing including subsequent written conformation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.
- 1.1.24. The 'Period of Liability' in relation to a work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate which the contractor stands responsible for rectifying all defects that may appear in the works.

- 1.1.25. The ‘Appointing Authority’ for the purpose of arbitration shall be the Chairman and managing Director or any other person so designated by him.
- 1.1.26. The ‘Alteration Variation Order’ means an order given in writing by the Engineer-in-Charge/ owner to effect additions to or deletions from or alteration in the works.
- 1.1.27. ‘Letter of Intent’ shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.28. ‘Days’ means a day of 24 hours from mid night irrespective of the number of hours worked in that day.
- 1.1.29. ‘Working Day’ mean any day which is not declared to be holiday or rest day by the Owner.
- 1.1.30. ‘Week’ means a period of any consecutive seven days.
- 1.1.31. ‘Metric System’: All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out accordingly to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.32. ‘Value of Contract’ shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the entire execution and full completion of the work.
- 1.1.33. ‘Headings and Marginal Notes’ in these contract documents are given solely for facility of reference and are not part of the contract documents and are not to be taken into account in the interpretation of the provisions of the contract.
- 1.1.34. ‘Language for Drawings & Instruction’: All the drawings, titles, notes, instruction, dimensions etc. shall be in English Language.
- 1.1.35. ‘Singular and Plural’: The singular shall include the plural and vice versa wherever the context so requires.

SECTION - II

2. FACILITIES TO CONTRACTOR

2.1 Location of Sites and Access by Road:

2.1.1 Locations of Sites:

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

(a) Alumina Plant and Mines:

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

(b) Smelter Plant:

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

(c) Captive Power Plant:

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

2.1.2. Access by Road:

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

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

2.2 Water Supply:

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

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

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

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

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

2.3. Power Supply:

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

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

- 2.3.2 It shall be the responsibility of the contractor to provide and maintain the complete installation of the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per and the Central/ State Electricity Acts and Rules etc. The Contractor will ensure that his equipment and Electrical wiring etc. are installed modified, maintained by a licensed Electrician/ Supervisor. A test certificate is to be produced to the Engineer-in-Charge for his approval, before power is made available.
- 2.3.3 At all times, IEA regulations shall be followed failing which the Owner has a right to disconnect the power supply without any reference to the contractor. No claim shall be entertained for such disconnection by the Engineer-in-Charge. Power supply will be reconnected only after production of fresh certificate from authorised electrical supervisors.
- 2.3.4 The Owner is not liable for any loss or damage to the Contractor's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising there from.
- 2.3.5 The Contractor shall ensure that the Electrical equipment installed by him are such that average power factor does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the Owner at the penal rate determined by the Owner for all units consumed during the month.
- 2.3.6 The Power supply required for Contractor's colony near the plant site will be determined by the Owner and shall as per state Electricity Board's Rules and other Statutory provisions applicable for such installations from time to time. In case of power supply to Contractor's colony, the power will be made available at a single point and the Contractor shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules & Acts. The site area and colony shall be sufficiently illuminated to avoid accidents.
- 2.3.7 The Contractor will have to provide and install his own light and power meters, which will be governed as per Central/ State Government Electricity Rules. The meters shall be sealed by the Owner.
- 2.3.8 In case of damage to any of the Owner's equipment on account of fault, intentional or unintentional on the part of the Contractor the Owner reserves the right to recover the cost of such damage from the contractor's bill. Cost of HRC Fuses replaced at the Owner's terminals due to any fault

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

- 2.3.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and up to 100 HP a suitable starting devices approved by the Engineer-in-Charge shall be provided by the Contractor For Motor s above 100 HP slipping induction motors will suitable starting devices as approved by the Engineer-in-Charge shall be provided by the Contractor.
- 2.3.10 The Contractor shall ensure at his cost that all electric lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied by the Owner.
- 2.3.11 The total requirement of power shall be indicated by the tenderer along with his tender.

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

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

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

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

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

2.5. Land for Residential Accommodation:

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

SECTION - III

GENERAL INSTRUCTIONS TO TENDERERS

3. SUBMISSION OF TENDER:

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

- (i) One complete set of tender documents as per index sheet and drawings marked 'ORIGINAL' (To be submitted along-with the quotation).
- (ii) One complete set of tender documents as per index sheet marked 'TENDERER'S COPY' (To be retained by the tenderer for reference).

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

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

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

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

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

4.0. DOCUMENTS:

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

4.1.2. Details to be submitted along with tender:

The tenders, as submitted will consist of the following:

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

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

Documents to be attached with Technical Bid.

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

(iii) The following proposal forms in FIVE copies

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

4.2 All pages to be initialled:

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

4.3. Rates to be in Figures and Words:

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

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

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods the rate quoted in words shall be taken as correct.

4.4. Corrections and Erasures:

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

4.5. Signature of Tenderer:

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

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

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

5. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender document purchased by one intending tenderer to another is not permissible.

6. EARNEST MONEY:

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

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

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

8. ADDENDA/ CORRIGENDA:

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

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

9. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

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

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

10. THE SCHEDULE:

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

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

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

10.4. CONSTRUCTION SCHEDULE AND PRESENTATION:

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

11. TENDERER'S RESPONSIBILITY:

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

12. RETIRED GOVERNMENT OR COMPANY OFFICERS:

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

13. SIGNING OF THE CONTRACT:

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

14. FIELD MANagements AND CONTROLLING AUTHORITY:

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

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

15. NOTE TO SCHEDULE OF RATES:

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

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

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

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

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

SECTION - IV GENERAL OBLIGATIONS

16. INTERPRETATION OF CONTRACT DOCUMENTS:

- 16.1. Complete documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of them the matter may be referred to Engineer-in-Charge who shall give decisions and Issue to the contractor instructions directing in what manner the work is to be carried out. The decision of Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
- 16.2. Works shown in the drawing but not mentioned in the specification or described in specification but not shown in the drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the drawings as well as described in the specifications.
- 16.3. Unless otherwise stated specifically, the 'singular' shall also mean 'plural' and vice versa wherever the context so requires words implying 'persons' shall include relevant 'corporate companies or registered association' or 'body of individuals' or 'firm of partnership' as case may be.

17. SPECIAL CONDITIONS OF CONTRACT:

- 17.1. Special Conditions of Contract shall be read in conjunction with the General Condition of Contract Specifications of work, drawing and any other documents forming part of this contract wherever the context so requires.
- 17.2. Notwithstanding the sub-divisions of the documents into the separate sections and volumes each part shall be deemed to be supplementary to complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 17.3. In case of any discrepancy between various sections of the contract, the following order of preference shall be observed.
- (1) Schedule of quantities
 - (2) Technical specifications
 - (3) Special Conditions of Contract
 - (4) General Conditions of Contract
- 17.4. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities it is understood that the Contractor shall do so at his cost.
- 17.5. The materials, design and workmanship shall satisfy the relevant Indian Standard, the job specifications contained herein and codes referred to.

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

18. Tenderer to Obtain his Own Information:

- 18.1. The tenderer shall for all purposes and whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The correctness of the details given in the Tender Document as guideline information to help the tenderer but to make-up the tender is not guaranteed.
- 18.2. The tenderer shall be deemed to have examined the tender documents, to have obtained his own information in all matters whatsoever that might influence carrying out of the works at the scheduled rates and satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission therefrom shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works, the requirements of materials and labour involved etc. and as what works he has to complete in accordance with the contract document whatever be the defects, omissions or errors that may be found in the Contract Document. The contractor shall be deemed to have visited site and surroundings areas, to have satisfied himself to the nature of all existing structures, and also as to the nature and the conditions of available facilities like Railways, roadways, bridges culverts, means of transport and communications like by land, water or air and possible interruptions thereto the access to and egress from site and to have made enquiries, examined satisfied himself of the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation like depots, buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds and climatic conditions and all other similar matters affecting the works. He is deemed to have acquainted himself his liability for payment of Government Taxes, Customs Duties and other charges.
- 18.3. Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information or issues stated at 18.2 or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility for completion of the works at the scheduled rates and time in strict accordance with the contract documents.
- 18.4. Any change in layout due to site conditions or technological requirement shall be binding on the contractor and no extra claim on this account shall be entertained.

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

19. Security Deposit:

19.1. A sum of 10% of the accepted value of the tender or actual value of the work done whichever is higher for contracts not exceeding Rs. 1 Crore, 7 1/2 % for the value of contracts over Rs. 1 up to Rs. 5 crores and 5% for the value of contracts over Rs. 5 crores shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.

19.2. This may be deposited initially at 2 1/2% of the value of the contract (referred as initial Security deposit) within 20 days of receipt by him of the notification of acceptance of tender and the balance will be recovered in installments through the deduction @ 10% of the gross value of the each running account bill for the contract upto Rs. 1 crore, 7 1/2 % for contract between Rs. 1 to Rs.5 crores and 5% for contract over Rs. 5 crores, till total security deposit is collected. No further deduction from the bills will be made on this account subject to clause 19.6 below.

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

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

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

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

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

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

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

20. Forfeiture of Security Deposit:

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

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

21. Time of performance:

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

22. Extension of Time.

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

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

23. Force Majeure:

- 23.1 Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Governmental authorities, acts or war rebellion, sabotage, fire, floods, explosions riots or illegal strikes, provided always that such occurrences result in impossibility of performances of the contract.
- 23.2 Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

24. Compensation For Delay:

- 24.1. Time is essence of the contract. In case the contractor fails to complete the work within the stipulated period, he shall be liable to pay to the Owner as compensation, an amount equal to 1% of the value of contract per week of the delay subject to a maximum of 10% of the value of the contract. This is a genuine pre-estimate of the loss/ damage which will be suffered on account of delay /breach on the part of the contractor and he agrees to pay the said amount on demand without going in for any proof of the actual loss or damages caused by such delay/ breach.
- 24.2. To ensure good progress during execution of work, the contractor shall be bound in all case in which the time allowed for any work exceeds by one month to complete one-fifth of the work before one-fourth of the time allowed under the contractor has elapsed, three-eighth of the work before the half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation for delay an amount as stipulated above. The compensation for delay so paid shall not relieve the contractor from his obligations to complete the work or from any other obligations and liabilities under this contract.

25. Failure by the Contractor to Comply with the Provisions of the Contract:

- 25.1. If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to: -
- (a) Determine the Contract: In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the contractor shall stop forth with any of the contractor's work then in progress, except such work as the Owner may, in writing, requires to be done to safeguard any property or work, or

installations from damage, and the owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost at the rates specified in the schedule of quantities and rates.

- (b) Without determining the Contract: To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the schedule of quantities/ rates, occasioned by such works having been taken over and completed by the Owner. Besides, the contractor shall also be liable for any compensation accruing under clause 24.
- (c) In other cases, the decision of the Owner is binding on the contractor.

25.2. In such events of clause 25.1 (a) or (b) above

- (a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- (b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorised or required to be reserved or retained by the Owner.

25.3. Before determining the contract as per clause 25.1 (a) or (b) provided in the judgement of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contract if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

25.4. The Owner shall also have the right to proceed or take action as per 25.1 (a) or Clause 25.1(b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his

creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the contractor.

25.5. Termination of the Contract as provided for in sub-Clause 25.1 (a) above shall not prejudice or affect their rights of the Owner which may have accrued upto the date of such termination.

26. Contractor Remains Liable to Pay Compensation if Action Not Taken Under Clause 25.

In any case in which any of the powers conferred upon the owner by clause 25 hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amount to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the powers vested in him under the proceeding clause no. 25 he may if he do so desires, take possession of all or any tools and plants, materials and stores in or upon the works of the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, foremen or other authorised agent, requiring him to remove such tools, plant, materials or stores form the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expenses or sell them by auction or private sale on account of the contract and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

27. No Compensation For Alteration in or Restriction of Work:

At any time from the commencement of the work if the Owner decides for whatsoever reason, not to carryout the whole work or part thereof as specified in the tender, then owner shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation on whatsoever account (profit or advantage which he might have derived by executing the work in full) neither shall he have any claim for compensation by reason of any alterations having been made from the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

28. Change in Constitution:

When the contractor is a partnership firm the prior approval in writing from the Owner shall be obtained before any changes are made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern. Such approval as aforesaid shall, like wise be obtained before such contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval is not obtained. The contractor shall be deemed to have been allotted in contravention of Clause - 34 hereof and the action and consequence shall ensure as provided in that clause.

29. Termination of Contract For Death:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the contractor is a partnership concern and one of the partners dies then, unless the Owner is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing contract, he (the Owner) is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of contract. The decision of the Owner in such assessment shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the deceased contractor and / or the surviving partners of the contractor's firm liable for any damages for non-completion of contract.

30. Members of the Owner Not individually Liable:

No Director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

31. Owner Not Bound by Personal Representation:

The Contractor shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding promise or guarantees given or to have been given to him by any person.

32. Contractors Office at Site:

The Contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The contractor at all time shall maintain a site instruction book and compliance of these shall be communicated to the Engineer –in-Charge from time to time and the whole document to be preserved and handed over after completion of works.

33. Contractor's Sub-ordinate Staff and their conduct :

- 33.1. The contractor on award of the work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature to whom the equipment, materials if any, shall be issued and instruction for works given. The contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to supervise the execution of the works, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types works comprised in the contract in such manner as will ensure the best quality and expeditious working. At any time of in the opinion of the Engineer-in-Charge any additional, qualified experienced staff is considered necessary, they shall be employed by the contractor without additional charge. The contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.
- 33.2. If any of the contractor's sub-contractor's, agents, sub-agents, assistants, foremen or any employee in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner Engineer-in-Charge, undesirable for administrative or any other reasons, for such or person (s) to be employed on the works, then at the directions of Engineer-in-Charge the Contractor shall at once remove such person (s) from employment with the works without the written permission of the Engineer –in-Charge. Vacancy so created shall be immediately filled at the expenses of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.
- 33.3. The contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others, shall exercise proper degree of control over them and in particular without prejudice to the said generality the contractor shall be bound to prohibit/ prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or the properties or the occupiers of land or properties in the neighborhood. In the event of such trespassing, the contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.
- 33.4. If and when required by the Owner, all contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on Owner's premises.

33.5. It is made clear that no relationship of employer and employee is created between the owner and the contractor labourer and no claim for employment of any such labourer shall be tenable or entertained.

34. Sub-Letting Work:

34.1. No part of the contract nor any share or interest there in shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whatsoever except as provided for in the succeeding sub-clauses without the consent in writing of the Owner.

34.2. Sub – Contracting of Works:

The Engineer-in-Charge may give written consent to sub-contract for the execution of any part of the works at the site, provided the contractor submits each individual sub-contract to the Engineer-in-Charge for approval of mode of operation and agency for the work. The contractor is advised not to enter into contract before the consent of Engineer-in-Charge.

34.3. List of sub-contracted works to be furnished:

At the commencement of each month, the contractor shall furnish to the Engineer-in-charge, a list of sub-contractors, persons or firms engaged by the contractor and worked at the site during the previous month with particulars like general nature of the sub-contract or works done by them.

34.4. Contractor's liability not Limited by Sub-Contractors:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractors shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-contract or sub-letting had not taken place, and as if such work had been done directly by the contractor.

34.5. Owner may terminate sub-contracts:

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract. The contractor upon the receipt of such notice shall terminate and dismiss the sub-contract and the sub-contractor. The owner shall have the right to remove such sub-contractor from the site if contractor fails to vacate the sub-contractor immediately.

34.6. No remedy for action taken under this clause:

For action taken by the owner under the clause shall not relieve the contractor of any of his liabilities under the contract or give rise to any right or compensation, extension of time or otherwise.

35. Power of Entry:

If the contractor shall not commence the work in the manner described in the contract documents or if he at any time in the opinion of the Engineer-in-Charge.

- (i) fail to carry on the works in conformity with the contract documents or
- (ii) fail to carry on the works in accordance with the contract schedule or
- (iii) substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-Charge or
- (iv) fail to carry on and execute the works to the satisfaction of Engineer-in-Charge or
- (v) fail to supply sufficient or suitable constructional plant, temporary works, labour materials or other things or
- (vi) Commit, suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for fourteen days, after notice in writing shall have been given to the contractor by the Engineer-in-Charge requiring such breach to be remedied or
- (vii) If the contractor abandons the works or
- (viii) If the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the contractor's licence to use the same, and to complete the works by his agents, other contractors, or workmen, or to relate the same upon any terms and to such other person, firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of temporary said works, constructional plant and stock or being liable for any loss or damage thereto and if the Owner shall by reason or his taking possession of the work or of the works being completed by other contractor (due account being taken of any such extra work or works which may be omitted) than the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plan, materials etc. constructed by or belonging to and

to recoup and retain the said deficiency or any part thereof out of the proceeds or the sale.

36. Contractor's Responsibility with other Agencies:

36.1 Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction to work in close cooperation and to coordinate in the works with the mechanical, electrical, air-conditioning and intercommunication contractors and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc. in wall, slabs beams and column etc. and making good the same to the desired finish as per specification, for the placement of electrical and intercommunication cables, conduits, air-conditioning inlets and outlets, grills and other equipment in the false ceiling and other partitions, the contractor before starting up the work shall in consultation, with the electrical, mechanical, inter-communication, air-conditioning contractors and other agencies prepare and put up a joint scheme, showing the necessary opening, grooves, recesses, cuts, the methods of fixing required for the works of the aforesaid, and the finishes therein, to the Engineer-in-Charge and get the approval. The contractor before finally submitting the scheme to the Engineer-in-Charge, shall have the written agreement of the other agencies. The Engineer-in-Charge, before communicating his approval to the scheme, with any required modifications shall get the final agreements of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

36.2 The contractor shall conform in all respect with the provisions any statutory regulation, ordinance or bye-laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such statutes, ordinances, laws, rules, regulations, etc.

37. Other Agencies at Site:

The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained due to work being executed in the above circumstances.

38. Serving of Notices:

38.1. To the Contractor:

Any notice may be served on the contractor or his duly authorised representatives at the job site or by registered mail directly to the address furnished by the contractor. Proof of issue of such notice should be conclusive of the contractor having been duly informed of the contents.

38.2. To the Owner:

Any notice to be given to the Owner under the terms of the contract shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/s. National Aluminium Co. Ltd. addressed to the head/ site in-charge.

38.3. Rights of various Interests:

- (i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall cooperate and afford the other contractors all reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.
- (ii) Wherever the work being done by any department of the Owner or by the contractor employed by the Owner as per the contingent upon work covered by this contract, the respective rights and various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

40. Patents, Royalties, Rent and Excavated Material:

40.1. The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials composition matters, to be used or supplied or methods and processes to be practiced or employed the performance of this contract, is covered by a patent under which the contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, composition, method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this contract. In the event the contractor fails to pay any royalty or obtain any such license, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his Own expense and the contractor will pay damages and costs awarded in such suit. The contractor shall promptly notify the Owner if the contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the owner of any equipment, machinery, materials, process, methods, to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extent the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.

40.2. All charges on account of royalty, tollage, rent octroi terminal or sales tax and/ or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Owner) shall be borne by the contractor.

- 40.3. The contractor shall not set or otherwise dispose of or remove except for the purpose of this contract, the sand stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the works or any building or produce upon the sited at the time of delivery of the possession thereof, but all such substances, materials buildings and produce shall be the property of the Owner provided that contractor may with the permission of the Engineer-in-Charge, use the same for the purpose of the works by payment of cost of the same at such a rate as may be determined by the Engineer-in-Charge.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims against contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on patent right. With respect of any sub-contract entered into by the contractor pursuant to the provisions on the respect to any sub-contract entered into by the contractor pursuant to the provisions of the relevant clause thereof, the contractor shall obtain from the sub contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

41. Liens:

- 41.1. If at any time there should be evidence or any lien, claim for which the Owner might have become liable, which is chargeable to the contractor, then the Owner may pay and discharge the same and deduct the amount so paid from any amount which may be or may become due and payable to the contractor, if any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner the cost such lien or claim including all payment and reasonable expenses. Owner reserves the right to the same.

41.2. Nothing Extra for Adverse Sub-Soil Conditions:

The nature of sub-soil of the work site varies widely horizontally and vertically. The KI and KII values also vary widely from place to place. In addition the water bearing seems are also conspicuous with the water table at a depth of 0.75 to 3.0 metres from ground level. A number of cohesive and non-cohesive strata are available particularly everywhere. The contractor shall have to make cuts and resort to pumping with due care to avoid collapsing of sides and occurrence of 'Piping'. The Contractor shall also be careful to avoid occurrence of excessive 'heaving' by avoiding keeping the excavation proposed to atmosphere for a longer period.

- 41.3. Slips and falls in excavation shall be cleared by the contractor at his own cost.

Excessive heaving shall have to cut and refill with lean concrete by the contractor at his own cost. The contractor shall have to adopt under-water work in case of occurrence of piping/ quick condition without any additional cost to the Owner.

The contractor will be paid for the earthwork as per the drawing. The slopes etc. as required for the safety of the work has to be provided as per the decision of the Engineer-in-Charge at his own cost. All types of dewatering including seepage, rain water entering. The earthwork in excavation or from any other source is to be done by the contractor at his own cost till the completion of foundation upto ground level including back filling.

41.3. No Compensation in case of change of Location of site :

Change of location of site do not invalidate the contract and tenderer have no claim for any compensation for such changes.

SECTION – V **PERFORMANCE OF WORK**

42. Execution of Works:

All the work shall be executed in strict conformity with the provisions of the contract documents explanatory detailed drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials and labour, through out the job Completion in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

43. Coordination and inspection of Works:

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge or his authorised representative. A work order book will be maintained by the contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorised representative by way of acknowledgement within 12 hours.

44. Works in Monsoon and Dewatering:

44.1 The execution of work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job. And plan execute the construction and erection according to the prescribed schedule. No extra will be considered for such work in monsoon.

44.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

45. Work on Sundays and Holidays:

For carrying out works on Sundays and holidays, the contractor will to keep Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. The contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor and the Owner shall have no liability whatsoever on his account.

46. General Conditions of Construction and Erection Work:

46.1 The working time at the time of work is 48 hours per week. Overtime work is permitted in case of need and the owner will not compensate the same. Shift-working at 2 or 3 shifts per day will become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.

- 46.2 The contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof or for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for old time payment whatsoever.
- 46.3 The contractor shall submit to the Engineer-in-Charge reports at regular intervals regarding the state and progress of work. The contract shall provide display boards showing progress and labour strength at work site, as directed by the Engineer-in-Charge.
- 46.4 The site of work will be released progressively in stages and no claim for any compensation or damages will be tenable for non-release of the entire site at a time.
- 47. Drawings to be supplied by Owner:**
- 47.1 The drawings attached with tender are only for the general guidance to the contractor to enable him to visualise the type of work contemplated. The contractor will be deemed to have studied the drawings and formed an idea about the total work involved.
- 47.2 In the Course the progress of work detailed working drawings on the basis of which actual execution of the work has to proceed, shall be furnished in stages. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully, in conjunction will all other connected drawings and discrepancies if any, shall be brought to the notice of the Engineer-in-Charge, before actually carrying out the works.
- 47.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office on the site and shall be made available to the Engineer-in-Charge at any time during the contract period. The drawings and other documents issued shall be returned to the Owner on completion of the works.
- 48. Drawings to be supplied by the Contractor:**
- 48.1 The drawings/data which are to be furnished by the contractor are enumerated in the special conditions of contract and shall be furnished within the specified time.
- 48.2 Where approval of drawings for manufacture/construction/fabrication has been specified it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and get them approved before proceeding with manufacture/construction/fabrication works as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final approved drawings shall bear the certification stamp duly signed by both the contractor and the Engineer-in-Charge as indicated below.

“Certified true for
(Name of work)

Agreement No

Signed
(Contractor) (Engineer-in-Charge)

48.3 A period of 3 weeks from the date of receipt shall be required for approval of drawings by the Engineer-in-Charge.

48.4 As built drawing showing all Corrections, adjustments etc. shall be furnished by the Contractor in five copies and one transparent to record purposes to the owner.

49 Setting Out Works:

49.1 The Engineer-in-Charge shall furnish to the contractor with only the four corners of the work site that is plant boundary limits, and a level bench mark only. The contractor shall set out the works, provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

49.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance. He shall be responsible for their consequences arising of such removals, disturbances corrections thereon and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereon or jointing with the contractor by the Engineer-in-Charge in setting out the work, shall not relieve the contractor of any of his responsibilities.

49.3 Before beginning the work the contractor shall at his own cost, provide all necessary reference and level posts-pegs, bamboos, flags, ranging rods, strings, and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal, face and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable the theodolite to be set over it. No work shall be started until all these points are checked and approved by Engineer-in-Charge in writing, but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, materials and other facilities as necessary, for the proper checking or layout and inspection of the points during construction.

49.4 Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and faced by the contractor.

49.5 On completion of work, the contractor must submit the geodetic documents according to which the work was carried out.

50. Responsibility for Level and Alignment:

50.1 The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the level and correctness of every part of the work shall rectify effectually any errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

50.2 Lighting, Watch & Ward:

The contractor shall in connection with works provide and maintain at his own cost all lightings, guards, fencing and watch and ward and the security of the entire work in progress including all the machineries, materials shall be the responsibility of the contractor till taken over by the owner by way of the written taking over certificate.

51. Materials to be Supplied by Contractor :

51.1 The contractor shall procure and provide the whole of the materials required for the construction including M.S. Rods, Cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the work except the materials which will be issued by the Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The owner may give necessary recommendation to the respective authorities, if so desired by the contractor, but assumes no further responsibility of any nature. The owner will insist on the procurement of materials which has the approval of Indian Standards Institution having ISI stamp and/or which are supplied by reputed suppliers borne on DGS & D list.

51.2 The contractor shall properly store all materials either issued to him or brought by him to the worksite to prevent damages due to rain, wind, direct exposure to sun etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The contractor shall maintain sufficient stocks of all materials required by him.

51.3 No material shall be despatched from the contractor's stores before obtaining the approval in writing of the Engineer-in-Charge.

51.4 All plants, tools and other materials brought by the contractor to the site must be declared at the time of bringing the same to the site.

52. Stores Supplied by the Owner:

52.1 If the specification of the work provides for the use of any material other than Steel & Cement of special description to be supplied from the Owner's stores or it is required that the contractor shall use certain stores to be provided by

the Engineer-in-Charge, such materials and stores, and price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but no so as in way to control the meaning or effect of the contract, the contract shall be bound to purchase and shall be supplied much materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of materials supplied by the Owner will be recovered from the Running Account Bill on the basis of actual consumption of materials (after taking into account any wastage allowance as may be provided for in the contract). The contractor should raise requisite copies of indents in a proforma as prescribed by the Engineer-in-Charge and no claim whatsoever will be entertained by the Engineer-in-Charge on this account. After completion of the works, the contractor is required to account as per relevant clauses in this document, for the full quantity of materials supplied to him.

52.2 The value of the stores/materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of the completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition at contractor's cost.

52.3 Steel & Cement:

52.3.1 If the specification of the work provides for the use of steel or cement such items of steel and cement to the extent required as per the specification of the works, shall be supplied at Owner's stores by the Owner for utilisation in the work on non-chargable basis from time to time depending upon the progress of the work. The tender rates shall be exclusive of the cost of steel and cement to be supplied as per the specification of the work, However, in case of flats and chequered plates the same have to be procured by the contractor at his own cost.

52.3.2 Such materials of steel and cement shall be issued only for permanent works and not for making other temporary works etc. Contractor shall bear all cost including lifting and loading carting from issue points to work site/contractor stores, custody and handling etc. and return of surplus serviceable/unserviceable materials to owner's store or other places to be designed by owner and no separate payment for such expenditure shall be made.

52.3.3 Items of steel as per specification of the work as mentioned above shall be supplied in the available length only. No claim on account of supply of non-standard length shall be entertained. Steel materials shall be issued on actual weight basis.

52.3.4 Cement as mentioned above will be supplied to the contractor a receive from the manufacturer/stockist. The theoretical weight of each bag of cement supplied will be considered as 50 Kg.

52.3.5 Scraps & Surplus Material:

The Contractor shall return all the surplus/unutilised as well as the scraps and wastages out of the materials supplied to him to the Owner's stores in a perfectly good condition at the contractor's cost. However, the following scraps allowances are permissible.

	<u>Unaccountable</u>	<u>Accountable</u>
(i) Cement	3%	Nil
(ii) Reinforcement Steel	½%	2.5%
(iii) Steel structural (Plates & Sections)	½%	4.5%
(iv) M.S. Plates for fabrication of Pipes	½%	As per cutting diagrams approved by Engineer-in-Charge before cutting and fabrication.

52.3.6 Return of unutilised/surplus materials and scrap/wastage:

In respect of any utilised/surplus quantities of cement and steel supplied by not accounted for and or returned by the contractor shall pay to the Owner amounts at the penal rate of twice the SAIL, Bhubaneswar Stock-yard rate of that particular section of steel and cement as the case may be as on the date of accountability. If the Contractor fails to return the scraps/wastage generated as per the above percentage, recovery of such scrap/wastage shall be made at the rate of Rs. 7000/- per tonne.

The charging of penal rate shall be without the prejudice to the other remedies or action available to the owner against the contractor including any criminal action.

52.3.7. Accounting for Materials:

Every month the Contractor shall submit a statement for all the materials supplied to him by the owner in the proforma prescribed by the Engineer-in-Charge.

52.3.8 On completion of the work, the Contractor shall submit material appropriation statement for the materials supplied to him by the Owner.

52.3.9 All materials supplied to the contractor shall remain the absolute property of the all times and title therein shall not pass to the contractor at any time. The possession of the materials in the hands of the contractor is only for the

purpose of incorporating the same in the Owner's work. The material supplied shall not be removed by the contractor on any account from the site of work and shall be at all times open for inspection by the Engineer-in-Charge or owners representative. The contractor shall not use the materials supplied to him for any purpose or work other than the work, which the said materials are supplied.

53. Conditions for issue of Materials:

- (i) Materials specified as to be issued by the Owner will be supplied to the contractor by the Owner from his stores. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site work at his own cost. The material shall be issued during the working hours of his Stores and as per the rules of the Owner framed from time to time.
- (ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- (iii) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft, etc. He shall also employ necessary watch and ward establishment for the purpose.
- (iv) Materials specified as to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturers.
- (v) It shall be duty of the contractor to inspect the materials supplied to his at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the directions of the Engineer-in-Charge.
- (vi) The Owner shall not be liable for delay in supply or non-supply of any materials, which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on his account.
- (vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If however in the opinion of the Engineer-in-Charge the execution of the work. Is likely to be delayed due to the contractor's inability's to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right at his own discretion to issue such materials if available with the Owner or procure the materials from the market or elsewhere. The contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This however, does not in anyway absolve the contractor from responsibility of making arrangement for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the work.

- (viii) Non of the materials supplied to the contractor will be utilised by the contractor for manufacturing item which can be obtained as supplied from standard manufacturer in finished form unless approved by Engineer-in-Charge in writing.
- (ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond in the prescribed form for safe custody, usage and accounting of all materials issued by the Owner.
- (x) The contractor shall furnish to Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of material.
- (xi) Account of the materials to be issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand in a manner prescribed by the Enginner-in-Charge. All connected papers requisitions, issues returns etc. shall be always available for inspection in the contractor's office at site.
- (xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores, place of issue or to the place as directed by the Engineer-in-Charge.
- (xiii) Materials/equipment supplied by Owner shall not be utilised for any other purpose (s) than issued for.
- (xiv) The owner may issue the material in phases at his discretion keeping in view the programmes of the work.
- (xv) In case of free issue of materials, the contractor shall submit an indemnity bond in the prescribed format for 80% (eighty) value of the materials and a bank guarantee for 20% (twenty) of the value of the materials. The indemnity bond and bank guarantee shall be valid till the material account is totally settled.

54. Return of Surplus:

Notwithstanding anything contained to the contrary in any or all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of the Owner either by issue from Owner's stock or purchases made under orders, or permits or licences issued by government the contractor shall hold the said materials as trustee for the owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the Owner and return, if required by the project head all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as the Project head shall determine having due regard so the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the project head shall be final and conclusive in such matter. In the event of breach of the aforesaid conditions, the contractor shall, in the terms of the licences, or permits and/ or

for criminal breach of trust, be liable to compensate the Owner at double rate or any higher, in the event of those materials at the time having higher rate or not being available in the market, then any other rate to be determined by the project head and his decision shall be final and conclusive.

55. Materials Obtained From Dismantling:

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 57 and 65 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

56. Articles of Value Found:

All gold silver and other materials of any descriptions, precious stones, coins, treasures, relics, antiques and other similar things which shall be found, in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time delivery the same to such person or persons indicated by the Owner.

57. Inspection of Works:

57.1 The Engineer-in-Charge will have full power and authority to inspect the works in progress at any time wherever the premises/ workshops situated, of the Contractor, person, firm or corporation where works in connection with the contract may be or where materials are being or intended to be supplied.. The contractor shall afford or procure every facility and assistance to Engineer-in-Charge carry out such inspection. The contractor shall, at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing be present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

57.2 The contractor shall give not less than seven days notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of failure of above the same shall be uncovered and all facilities made available again at contractor's expense for carrying out such measurement or inspection.

57.3 The contractor is to provide at all times during the progress of the work and maintenance period proper means at access with ladders gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer-in-Charge.

58. Assistance to the Engineer:

The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instructions and assistance in checking of settling out of works and

in the checking of any works made by the contractor for the purpose of setting out and taking measurements of work.

59. **Discrepancies between instructions:**

Should any discrepancy arise between the various instructions furnished to the contractor or his agents or staff or if any doubt arises on the meaning or implementation of any such instructions or should there be any difference of opinion on the issues, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decisions thereon shall be final and conclusive. No claim on losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall in any event be admissible.

60. **Alterations in Specifications and Designs and Extra Works:**

(a) The Project Head shall have power to make any alterations, in omission from additions to or substitutions, for the schedule of rates, the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out such altered/ extra/ new items of work in accordance with any instructions which may be given to him in writing signed by the Project Head and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time of completion of work may be extended for the part of the particular job at the discretion of the Project Head for any such alterations, additions, or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under the clause shall be worked out in accordance with the following provisions:-

(b) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

(c) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from rates for similar class of work as are specified in the contract for the work. The opinion of the Project head as to whether or not the rates can be reasonably so derived from the items in this contract will be final and binding on the contractor.

(d) If the rates for the additional, altered or substituted work can not be determined in the manner specified in sub-clause (a) & (b) above, then the contractor shall within 7 days of the date of receipt of order to carry out

the work, inform the Project Head of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the project Head shall determine the rate or rates on the basis of the prevailing market rates of materials plus labour cost including equipment hire charge at schedule of hourly/ daily rates plus 15% to cover contractor's supervisions overhead and profit and pay to the contractor accordingly. The opinion of the Project Head to current market rates of the materials and the quantum of labour and equipment involved per unit of measurement will be final and binding on the contractor. The schedule of hourly/ daily rates shall be as enclosed.

61. Action Where no Specification is issued:

In case of any class of work for which there is no such specification supplied by the Owner as is mentioned in the tender document such work shall be carried out in accordance with the Indian Standard Specifications. If the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineer in Practice subject to the approval of the Engineer-in-Charge.

62. Abnormal Rates:

The contractor is expected to quote the rate for each item after careful analysis of cost involved for the satisfactory performance and completion of item work considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change in specification for any other item. In case the rate quoted by the tenderer for any item are usually high or unusually low it will be sufficient cause of the rejection of the tender unless the Owner is convinced about the reasonableness of the analysis for such rate furnished by the tenderer (on demand) after scrutiny.

63. Tests For Quality Works:

63.1 All materials and workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such tests at contractor's cost as the Engineer-in-Charge may direct at the place of manufacture or fabrication or at the site or at all or any such places. The contractor shall provide assistance, instruments, machines, labour and materials as are required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge.

63.2 All the tests that will be necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of this Owner if available by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facilities with the Owner, the required laboratory as directed by Engineer-in-Charge.

63.3 If any tests are required to be carried out in connection with the work or materials or workmanship not supplied by the contractor, such tests shall be

carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

64. Samples:

The contractor shall furnish to the Engineer-in-Charge for approval when request or if required by the specifications, adequate samples of all materials and finished to be used in the work. Such samples shall be submitted before the work is commenced and in sample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual work shall be fully equal to the approved samples.

65. Liabilities for Defect, Imperfections etc. and Rectifications Thereof:

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of work are unsound or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the Engineer-in-charge may on expiry of notice period rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contract. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

66. Suspension of Works:

- (i) Subject to the provision of sub para (ii) of this clause, the contractor shall if ordered in writing by the Engineer-in-Charge, or his representative, temporarily suspend the works or any part thereof such period and such time as so ordered and shall not, after receiving such written orders, proceed with the work therein, ordered to be suspended until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the contractor.
- (ii) In case of suspension of entire work, ordered in writing by the Engineer-in-Charge, for a period of more than two months, the contractor shall have the option to terminate contract.

67. Possession Prior to Completion:

The Engineer-in-Charge shall have the right to take possession of or any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract. If such prior possession or use by the Engineer-in-Charge delay the progress of work, equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

68 Twelve months Period of Liability from the Date of Issue of Completion Certificate:

68.1 The contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer-in-Charge which is indicated in the completion certificate. Any damage or defect that may arise though remained undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expenses as deemed necessary by the Engineer-in-Charge or in default the Engineer-in-Charge may cause the same to be made good by other agency and deduct expenses (of which the certificate or Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter become due to the contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

68.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this in writing to the notice of the Engineer-in-Charge.

68.3 Care of works:

From the commencement of completion of the work, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that on completion the work shall be in good order and in conformity in every respects with the requirements of the contract and the Engineer-in-Charge's Instructions.

68.4 Defects Prior to Taking Over:

If at any time before the work is taken over, the Engineer-in-Charge shall:

- (a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of contract (all such matter, being hereinafter, called 'Defects' in this clause) and (b) as soon as reasonably practicable gives to the contractor notice in writing of the said decision specifying particulars of the defects claimed to exist or to have occurred then the contractor shall at his own expenses and with all speed make good the defects so specified.

In case contractor shall fail to do so, the Owner may take, at the cost of contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the owner be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 68.1 of General Conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others.

68.5 Defect After Taking Over:

In order that the contractor could obtain a completion certificate he shall make good with all possible speed, any defect arising from the defective materials supplied by the contractor or that may have been notices or developed, after the works or group of the works has been taken over, the period allowed, for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the owner may proceed to do the work at contractor's Risk and expenses and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the works within one month after date fixed by the contract for the completion of the works, the Owner shall be a liberty to use the work or any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of these works for the issue of completion certificate.

68.6 Guarantee/Transfer of Guarantee:

For works like water-proofing, acid & alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the contractor shall invariably engage sub-contractors who are specialists in the field and firms of repute and such a sub-contractor shall furnish guarantees for their workmanship to the Owner, through the contractor. In case such a sub-contractor/firm is not prepared to furnish a guarantee to the owner, the contractor shall give that guarantee to the Owner directly.

SECTION – VI CERTIFICATE AND PAYMENT

69. SCHEDULE OF RATE AND PAYMENTS:

69.1 Contractor's Remuneration:

The price to be paid by the Owner to the contractor for the whole of the work done and for the performance of all the obligations undertaken by the contractor under the contract document shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with clause No. 69.2) and payment to be made accordingly to the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (exception only as and to the extent expressly provided here in) constitute the sole and inclusive of remuneration of the contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract.

69.2 Schedule of Rates to the Inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completion and handing over the work to the Owner by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract document may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.

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

69.3 Schedule of rates to cover Constructional Plant, Materials. Labours etc.:

Without in any way limiting the provision of other subclauses the schedule of rates shall be deemed to include the cover the cost of all constructional plant, temporary works (except as provided for herein), pumps, materials, labour, insurance, fuel, stores, and appliances to be supplied by the contractor and all other matters in connection with each items in the schedule of quantities and

the execution of the works or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents or as may be ordered in writing during the continuance of the contract.

69.4 Schedule of Rates to cover Royalties, Rents and Claims:

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

69.5 Schedule of Rates to cover taxes and duties:

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

69.6 Schedule of Rates to cover Risk of Delay:

The schedule of rates shall be deemed to include and cover the risk of all responsibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of the owner in the exercise of his powers and on account of extension of time granted due to various and for all other possible or probable causes of delay.

69.7 Schedule of Rates cannot be altered:

For work under unit rate basis no alteration will be allowed in the schedule of rates by reasons of works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates is of fully inclusive rates which have been fixed by the contractor and agreed to by the Owner and cannot be altered.

69.7.1 The schedule of rates to cover for working in operating plant. Contractor's rates shall be deemed to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipments and materials from one place to another, so that they do not cause any damage to any person or to the property of the owner or to third party including overhead and underground cable/pipe lines. In the event of such damages including eventual loss of production and operation of the plant or services in any plant or establishment as estimated by the owner or ascertained or by the

third party shall be borne by the contractor. Since the work is to be executed for the expansion of the plant, the rate of the contractor shall also deem to include all interference/obstruction/interruption for which no compensation shall be paid to be contractor.

70. Procedure For Measurement/ Billing of Work in Progress:

70.1 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the contractor's authorised agent progressively. Such measurements will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of acceptance by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

70.2 Billing:

The contractor will submit a bill in approved proforma in accordance with the contract terms and the agreed billing schedules in quintuplicate to the Engineer-in-Charge giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

70.2.1 The bill shall be submitted by the contractor in computerised formats approved by the owner. The bills along-with floppies containing measurement of work, particulars of materials, recoveries etc. have to be submitted to the owner.

70.2.2 For lump-sum contracts, the payment will be according to agreed billing schedule. No adjustment shall be allowed in lump-sum prices for any variations in the quantities, specifications etc. shall take or a cause to be taken the requisite measurement for the purposes of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

70.3 Secured Advance on Materials:

In case of tenders for completed items of works, contractor may be allowed "Secured Advance" on the security of materials brought to site for execution of the contracted items of work to the extent of 75% of the value of materials which go into the completed works as assessed by the Engineer-in-Charge provided that the materials are of an imperishable nature and that formal

agreement is drawn up with the contractor under which the Owner secures a lien on the materials and is safe guarded against losses due to the contractor postponing the execution of the work or to the improper storage &/or misuse of the materials and against the expenses entitled for their proper watch and safe custody. Recoveries of advances so made would not be postponed until the whole of the work entrusted to the contractor is completed. They should be adjusted from his running account bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used and billed for.

70.4 Dispute in Mode of Measurement:

In case of any dispute as to the mode of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

70.5 Rounding of Amounts:

In calculating the amount of each item due to the contractor in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificates shall be rounded off to the nearest, i.e. sum of less than 0.50p shall be omitted and sums of 0.50p and more upto one rupee shall be reckoned as one rupee.

71. LUMPSUMS IN TENDER:

For the item in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, or determination, the Owner may at his discretion pay the lumpsum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum payable to him, under the provisions of this clause.

72. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE:

All Running Account Payment shall be regarded as Payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due Performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the contractor, nor shall it, conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month from the sate of physical completion of the work, otherwise,

the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties.

73. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT:

Should the contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the works arising under the terms of this contract he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment within ten days from the ordering of any work or happening of any event upon which the contractor bases such claims and such notice shall contain full particulars of the nature of such claims with necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the Owner to reject any such claim and no delay in dealing therewith shall be waiver by the Owner of any right in respect thereof.

74. PAYMENT OF CONTRACTOR'S BILL:

No payment shall be made for works estimated to cost less than Rs. 10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs. 10,000/- the contractor, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc. or any statutory recoveries.

Payment due to the contractor shall be made by the Owner, by Crossed Account Payee Cheque forwarding the same to registered office or the notified office of the contractor. In no case will owner be responsible if the Cheque is mislaid or misappropriated by un-authorized person/ persons. In all cases, the contractor shall present his bill duly pre-receipted on proper revenue stamp.

All payment shall be made in Indian Currency.

75. Receipt For Payment:

Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractors are described in their tender as limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having authority to give effectual receipt for the company.

76. Completion Certificate:

76.1. Application for completion certificate:

When the contractor fulfils his obligation under clause 69.4 he shall be eligible to apply for completion certificate in respect of the work by submitting the completion documents along with such application for completion certificate.

The Owner or his representative shall normally issue to the contractor the completion certificate within one month after receiving an application therefor from the contractors after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings, and the contract documents.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

76.2. Completion Certificate:

Within one month of the completion of work in all respects, the contractor, shall be furnished with a certificate by the owner or his representative of such completion but no completion certificate shall be given not shall the work be deemed to have executed until all, scaffolding, surplus materials and rubbish is cleared off the site completely not until the work shall have been measured by the Engineer-in-Charge, whole measurement shall be binding and conclusive. The work will not be considered as complete and taken over by the owner, until all the temporary work, labour and staff colonies etc. constructed are removed and work site cleared to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount for all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Completion Certificate shall be in 3 parts as follows:

- (1) Physical/ Mechanical Completion work.
- (2) Satisfactory completion of commissioning of equipment with load.
- (3) Satisfactory completion of guarantee.

The contractor shall clearly indicate the 3 dates separately.

76.3. Completion Documents:

For the purpose of Clause 76 the following documents will be deemed to form the completion documents:

- (i) The technical documents according to which the work was carried out.

- (ii) Three sets of construction drawings showing therein the modification and corrections made during the course of execution and signed by the Engineer-in-Charge.
- (iii) Completion Certificate for embedded and covered –up works.
- (iv) Certificate of final levels as set out for various works.
- (v) Certificate of tests performed for various works.
- (vi) Material appropriation statement to the materials issued by the owner for the works and list of surplus materials returned to the owner’s store duly supported by necessary documents.
- (vii) Physical/ Mechanical Completion work.
- (viii) Satisfactory completion of commissioning of equipment with load.
- (ix) Satisfactory completion of guarantee.

The Contractor shall clearly indicate the 3 dates separately.

77. Final Decision And Final Certificate:

Upon the expiration of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein provided in clause 68.1 and that the contractor has in all respect duly made up all subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the right of the Owner to retain the provisions of relevant clause hereof) otherwise give a certificate, herein referred to as the final certificate, to the effect and the contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.

78. Certificate And Payments No Evidence of Completion:

Except the final certificate no other certificate or payment against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract of any part thereof or of occupancy or validity of any claim by the Contractor.

SECTION – VII

TAXES AND INSURANCE

79. TAXES, DUTIES, OCTROI ETC.

79.1. The Contractor shall defray all charges, such as rent, toll local taxes excise duty, other payments and compensations, if any, in connection with the procurement and handling of materials, fabrication and execution of works or any method or process connected with the works or Temporary works.

Sales Tax or any other tax on materials required for the works as also Tax on works contract shall be payable by the Contractor and the Owner will not entertain any claim whatsoever in this regard.

79.2. Notwithstanding anything contained elsewhere in the contract, the owner shall deduct at source from the payments due to the contractor, the taxes as required under Section -13-AA of the Orissa Sales Tax Act or as amended from time to time or under any other statute. The amounts so deducted shall be deposited by the Owner with the Sales Tax authorities as per Law. It is for the contractor to deal with the Sales Tax authorities directly in respect of any claim or refund relating to the above deductions and the owner shall not be liable or responsible for any claims or payments or reimbursement in this regard.

80. INSURANCE:

Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Owner as follows:

80.1 Employees State Insurance Act:

The contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act., 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability of penalty which may be imposed by the Central, State or Local authority by the reason of any asserted violation by contractor or Sub-contractor of the Employee's State Insurance Act, 1948 and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to fill in with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees, whose aggregate remuneration is Rs. 560.00 per month or less and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's

contribution cards at wages payments intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employees State Insurance Corporation Account, the employee's contribution as required by the Act. The contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1984, have been paid. This will be pending on the contractor when the Employees State Insurance Act is extended to the place of work.

80.2 Workmen Compensation and Employees Liability Insurance:

Insurance shall be affected for all the contractor's employees engaged in the performance of this contract. If any of the work is subject, the contractor shall require the sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the contractor insurance.

80.3 Any other insurance required under Law or Regulations or by Owner:

Contractor shall also carry and maintain any and all other insurance, which he may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Owner.

80.4 Accident or Injury to workmen:

The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the contractor or any sub-contractor save and except and accident or injury resulting from any act or default of the Owner, his agents or servants and the contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

80.5 Transit Insurance:

In respect of all items to be transported by the Contractor to the site of work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost.

81 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY:

81.1 Contractor's rate shall deem to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipment and materials from one place to another so that they do not cause

any damage to any person or to the property of the Owner or to a third party including over head and underground cables, pipelines. In the event of such damages including eventual loss of production and operation of the plants or services in any plant or establishment as estimated by the Owner or ascertained or by the third party shall be borne by the Contractor.

- 81.2 Contractor shall also be responsible for making good to the satisfaction of the Owner any loss or any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by owner or by other agency within the premises of all the work or Owner. If such loss or damages is due to fault and or the negligence or willful acts or omission of the contractors, his employees, agents, representatives or sub-contractors.
- 81.3 The contractor shall indemnify and keep the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/ or negligence or willful acts or omission of the contractor, agents, representative or sub-contractor.

82 DEMURRAGE DUES:

The contractor shall pay demurrage charges incurred by the Owner because of the contractor's failure to load or unload any goods or materials within the time allowed by the Railway and/ or Transport Agency for such loading or unloading as charges incurred by the contractor within the permissible time as also charges due on consignments booked by or to him. In case the contractor fails to pay these charges, these charges shall be deducted from any sums, which may be due or become due to the contractor in terms of this contract and/ or any other contract.

SECTION – VIII LABOUR LAWS AND ARBITRATION

83 LABOURER LAWS:

Contractor shall comply with any and all laws, ordinances, regulations and decision of courts (which shall be deemed to be a part of this Agreement) concerning the health, sanitary arrangements, wages, welfare, safety and employment of any and all of his workers upon the Project or any portion thereof and shall exclusively bear the consequences of failure to comply therewith Contractor shall Indemnify and hold Engineer and Owner harmless from any claims, fines or penalties which may be made against Engineer or Owner as result of Contractor's failure to fulfil these obligations.

Without limiting the generality of the foregoing, Contractor shall fully comply with.

The contractor shall obtain clearance from the Labour Department regarding the compliance of the labour laws on 6 monthly basis and submit to the owner for record.

- (i) No labour below the age of 18 (eighteen) years shall be employed on the work.
- (ii) The contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- (iii) The contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof .
- (iv) The contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- (v) If the contractor is covered under the contractor labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the contract.
- (vi) The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his 18 (eighteen) years of age.
- (vii) The Contractor shall furnish to the Engineer-in-Charge the distribution return of the number and description, by trades of the work people

employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstance-under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.

- (viii) The contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1938, Employees Liability Act 1928, Workmen's Compensation Act, 1923, Industrial Dispute Act 1947, the Maternity Benefit Act 1961, Employees Provident Fund Act, 1952 and Contract Labour regulation and abolition Act 1937, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- (ix) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or Workers by reason of non-fulfillment of the Conditions of the Contractor for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- (x) The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his sub-contractors. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers the Contractor shall without prejudice to any other liability pay to the owner a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach of furnishing, making submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the contractor's default continuing in this respect the liquidated damages may be enhanced to Rs. 50.00 per day of default subject to a maximum of one percent of the estimated cost of the works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under these acts. The decision of the Engineer-in-Charge in this respect shall be final and binding.

84 Implementation Of Apprentices Act 1961:

The contractor shall comply with the provisions of the Apprentices Act 1961 and the Rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising of any violation by him of the provisions of the Act.

85 Contractor to Indemnify the Owner:

85.1 The contractor shall indemnify the Owner and every member, Officer and employee of the owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matter referred to in clause 81 and elsewhere and all actions, proceedings, claims demands costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damage and compensation and against all claims, damages, proceedings, costs, charges and expenses whatsoever thereof or in relation thereto.

85.2 Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the cost incurred by the Owner shall be charged to and paid by the Contractor and the contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary.

85.3 In every case in which by virtue of the provisions of section 12, sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workman Compensation act or any other act, the Owner is obliged to pay compensation to workman employed by the contractor in execution of the works, the Owner will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub-section (2) of the said act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under section 12 sub-section (I) of the said Act except on the written request of the contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable in consequence of contesting such claims.

86. Health and Sanitary Arrangements For Workers:

86.1 In respect of all labour directly or indirectly employed in the works for the performance the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

86.2 The contractor shall provide in the labour colony all amenities such as Electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

87. Arbitration:

All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of the contract or the rights touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, fore closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons.

The contractor shall on receipt of the names as referred selected any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The appointing Authority shall there upon without any delay appoint the said person as the sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever sole Arbitrators shall be appointed as aforesaid. The work under the contract shall, however continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award/ awards.

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

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid, the provisions of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force shall apply to the arbitration proceeding under this clause.

For Public Sector Enterprises guidelines as per the circular of BPE No. 15/9/86-BPE (FIN) dated 30.03.89 as amended time to time will be followed.

88. Jurisdiction/ Governing Laws:

(a) Jurisdiction:

For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of direct courts in the respective areas in the State of ORISSA (India) only.

(b) Governing Laws:

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

SECTION – IX SAFETY CODE

89. GENERAL:

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein. Prior to start of construction, contractor will be furnished copies of Owner's 'Safety Code' for information and guidance, if it has been prepared.

90. SAFETY REGULATIONS:

90.1. In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per (i) Safety codes of CPWD & Indian Standards Instructions (ii) The electricity Act, (iii) The Mines Act, and (iv) Regulations. Rules and orders made thereunder and such other acts as applicable.

90.2. The contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, contractor shall consult Owner's Safety Engineer or Engineer-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done under this contract or to any of the Owner's existing property.

91. First Aid and Industrial Injuries:

(i) Contractor shall maintain first aid facilities for his employees and those of his subcontractors.

(ii) Contractors shall make outside arrangements for ambulance service and for treatment of industrial injuries. Name of those providing these services shall be furnished to Owner prior to start of constructions and their telephone numbers shall be prominently posted in Contractor's field office.

(iii) All critical industrial injuries shall be reported promptly to owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physical shall be furnished to the Owner.

92. General Rules:

Smoking within the Battery Areas, rank farm, or dock limits is strictly prohibited. Violators of the "No Smoking" rules shall be discharged immediately".

93. Contractor's Barricades:

(i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

- (a) Excavations.
 - (b) Hosting Areas.
 - (c) Areas adjudged hazardous by Contractor's or Owner's Inspectors.
 - (d) Owner's existing property subject to damage by Contractor's operation.
 - (e) Rail road unloading spots.
- (ii) Contractor's employees and those of his sub-contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
- (iii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

94. Scaffolding:

- (i) Suitable scaffoldings should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used a Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- (ii) Scaffolding or staging more than 4 metres above the ground or floor swing on suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along with entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of gangway or the stairway is more than 4 metres above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. The width between the side rails in run ladder shall in no case be less than 30 cm. For ladder up to and including 3 metres in length; for longer ladders this width should be

increase at least 15 mm for each additional metre of length. Uniform step spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

95. Excavation and Trenching:

All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 M length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metres in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

96. General Safety:

- (i) Before any demolition work is commenced and also during the process of the demolition work.
 - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- (ii) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge, should be kept available for the use of the persons employed at the site and maintained condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by persons concerned as outlined below:

- (a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- (b) Those engaged in white washing and mixing or stacking of cements bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding and cutting works, shall be provided with protective face and eye –shields, hand gloves etc.
- (d) Stonebreakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that the manhole cover are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
- (f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:
 - (1) No paint containing lead or lead products shall be used except in the form paste or readymade paint.
 - (2) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - (3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them on cessation of work.
- (iii) When the work is done near any place where there is a risk of drowning all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- (iv) Use of hoisting machines and tackles including their attachments anchorage and supports shall conform to the following standard or conditions:
 - (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
 - (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

- (c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to the operator.
- (d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (e) In case of department machines, the safe working load shall be notified by the Engineer-in-Charge. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge.
- (v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe-guards. Hoisting appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precaution should be taken to reduce to the minimum the risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves sleeves and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors or electricity.
- (vi) All scaffolding, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffoldings, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of works.
- (vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- (viii) The ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the welfare officer Engineer-in-Charge or safety Engineer of the Administration or their representatives.
- (ix) Notwithstanding the above clauses there is nothing in these to exempt the contractor from the operations of any other Act or rules in force in the Republic of India. The works throughout, including any temporary works, shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in vicinity thereto or any existing works whether the property of the Administrations or of a third party.

- 97. Care in handling Inflammable gas:**
The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/ inflammable liquids/ paints etc. as required under the law and/ or as advised by the fire authorities of the Owner.
- 98. Temporary Combustible Structures:**
Temporary combustible structures will not be built near or around work site.
- 99. Precautions Against Fire:**
The Contractor will have to provide Fire Extinguisher/ Fire Buckets and drums at work site as recommended by Engineer-in-Charge. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer-in-Charge. Temporary combustible structures will not be build near or around the work-site.
- 100. Explosives:**
Explosives shall not be stored or used on the works or on the site by the contractor without the permission of the Engineer-in-Charge in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the works they shall be stored in a special magazine to be provided at the cost of the contractor in accordance with the Explosive Rules. The contractor shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the contractor and the contractor shall indemnify the owner against any loss or damage resulting directly or indirectly therefrom.
- 101. Mines Act:**
- 101.1 Safety Code: The contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provides necessary facilities as aforesaid. The Engineer-in-Charge shall be entitled to do so and recover the costs thereof from the Contractor.
- 101.2 Failure to comply with Safety code or the provisions relating to report on accidents and to grant of maternity benefits to female worker shall make the Contractor liable to pay Company liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officer or from representatives of Engineer-in-Charge shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor from all the provisions of the Mines Act 1952 or any statutory modification's or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the

persons employed by him under this contractor and shall indemnify the Owner from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of and persons employed by him or otherwise.

102. Preservation of Peace:

The Contractor shall taken requisite precautions and use his best endeavors to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed on the works and for the preservation of peace and protection of the inhabitants and Security of property in the neighborhood of the work. In the event of the Owner requiring the maintenance of a special Police force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Owner shall be recoverable from the Contractor.

103. Outbreak of Infectious Diseases:

The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer-in-Charge's Representative. Should Cholera, Plague or other infectious diseases break out the Contractor shall burn the huts, bedding clothes and other belonging of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which within the time specified in the Engineer's requisition, the work may be done by the Owner and the cost thereof recovered from the Contractor.

104. Treatment of Contractor's Staff in Company's Hospital:

The Contractor and his staff, other than labourers and their families requiring medical aid from the Owner's hospitals and dispensaries will be treated as private patients and charged accordingly. The contractor's labourers and their families will be granted from treatment in the Owner's hospitals and dispensaries where no other hospitals or dispensaries are available provided the contractor pays the cost of medicines dressing and money accordingly to the normal scale as also additional charges if any for special examination e.g. X- Ray etc.

105. Use of Intoxicants:

The sale of dent spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of Contractor or any of his employee is forbidden and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the contractor shall abide by the safety code provision as per CPWD safety code and Indian Standard Code framed from time to time.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____

Date: _____

1. WHEREAS, M/s National Aluminium Company Limited (A Government of India Enterprise), having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called “Company”/ “Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No. for -----
----- (hereinafter called “the said tender”) to M/s.(here in after called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs. (Rupeesonly) towards earnest money in lieu of cash.
2. WEBank having its branch office atdo hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. WE Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer (s).

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

(BGs to be furnished from any of the banks listed in Annexure)

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

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

B. G. No. _____

Date: _____

In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called “Company”/ “Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to exempt M/s. (Hereinafter called “the said Contractor (s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No. , dt.of cash security deposit for the due fulfillment by the said contractor(s) seller(s) of the terms and conditions contained in the said Contract(s)/Order(s), on production of Bank Guarantee for Rs..... (Rupees.....only).

2. WeBank having its branch office atdo 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 owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

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

5. WeBank 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. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.

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

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

(BGs to be furnished from any of the banks listed in Annexure)

PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/ CONTRACTOR.

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

B. G. No.....

Date.....

WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called “Company”/ ‘Owner” which expression 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) foron the terms and conditions as set out inter alia, in the Company’s contract No./ P.O. No. dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors.

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for%(.....percent) of the total value of the “said contract” against due and faithful performance of the “said contract” including defect liability obligations” and the performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the “said contract.”

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs..... (Rupees.....only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment

thereunder. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

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

5. WeBank 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. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such 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, out liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.

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

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly Authorised person on behalf of the Bank with seal & signature code

(BGs to be furnished from any of the banks listed in Annexure.)

BANK GUARANTEE FOR ADVANCE PAYMENT

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

B.G. No. _____

Date: _____

In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called "Company"/ "Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs. (Rupees.....only) to M/s. (here in after 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/Order dated.on production of a bank guarantee of equivalent amount.

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s). Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any claim dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.

5. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the company under/ or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged 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 Tenderer(s).

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

BGs to be furnished from any of the banks listed in Annexure.

LIST OF STANDARDISED BANKS

1. SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1. State Bank of India.
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore.
5. State Bank of Mysore.
6. State Bank of Patialia.
7. State Bank of Saurashtra
8. State Bank of Travancore.
9. Allahabad Bank
10. Andhra Bank
11. Bank of Boroda
12. Bank of India
13. Bank of Maharashtra
14. Canara Bank
15. Central Bank of India
16. Corporation Bank
17. Dena Bank
18. Indian Bank
19. Indian Oversea Bank
20. Oriental Bank of Commerce
21. Punjab National Bank
22. Punjab and Sid Bank
23. Syndicate Bank
24. Union Bank of India
25. United Bank of India
26. UCO Bank
27. Vijaya Bank.

(Twenty Seven Banks)

2. SCHEDULED PRIVATE SECTOR BANKS (INDIAN):

1. Vysya Bank
2. UTI Bank Ltd.
3. SBI Commercial & International Bank Ltd.
4. ICICI Banking Corporation Bank Ltd.
5. HDFC Bank Ltd.
6. IDBI Bank Ltd.

(Six Banks)

3. SCHEDULED FOREIGN BANKS:

1. American Express Bank Ltd.
2. ANZ Grindlays Bank Plc
3. Bank of American NT & SA
4. Bank of Tokyo Ltd,
5. Banque Nationale de Paris
6. Barclays Bank Plc
7. Citi Bank N.A.
8. Deutsche Bank A.G.
9. Hongkong & Shanghai Banking Corporation.
10. Standard Chartered Bank
11. The Chase Manhattan Bank Ltd.
12. Dresdner Bank AG.

(Twelve Banks)

*APPENDIX –I A***DETAILS OF WORKS OF SIMILAR NATURE & MAGNITUDE
CARRIED OUT DURING THE LAST 5 YEARS**

Sl. No.	Name of work done	Estimated cost	When started	When completed	Date of Completion As per contract	Remarks
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- Note :** 1. In the remarks column, please state whether the works stated above are carried out by you in the name of the Firm in which the present Bid is submitted or any other names. If later, state the relationship of the firm and also a copy of the Partnership Deed.
2. Please enclose the true copy of the certificate issued by the authorities, if any.

Signature of Bidder

Name of Work:

Name of Tenderer:

CONCURRENT COMMITMENTS OF THE TENDERER

Full Postal Address of Client & Name of Officer-in-Charge	Description of the work	Value of contract	Date of commencement of work	Scheduled Completion period	Percentage Completion as on date	Expected date of completion	Remarks if any

SIGNATURE OF TENDERER

APPENDIX –II

NAME OF WORK:

NAME OF TENDERER:

DETAILS OF EQUIPMENTS, TOOLS TACKLES

Tenderer shall submit herein details of equipment, tools, tackles, etc required to perform the work and shall note in each case whether the same is (a) already owned by tenderer and available for use on this contract (b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor, in case of (a) anticipated (b) and (c) Location of hirer or supplier shall be stated.

Sl. No.	Description, Make Mode & Capacity	Year of Manufacture	Category (a) or (b) or (c) below	Location	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

- Contractor agrees to augment the above chart with additional number/ categories of equipment, if required to complete the work within the agreed time schedule of completion and directed by the Engineer-in-charge.
- In case of hiring of equipment from other agencies, copies of the arrangements made with the hirer/ supplier shall have to be furnished.

SIGNATURE OF TENDERER

APPENDIX – III

**DETAILS OF MINIMUM MANPOWER PROPOSED TO BE
DEPLOYED ON THIS WORK**

Sl. No.	Details of Manpower	No.	Remarks
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Note : Please furnish the above details in two categories – To be deployed by (I) Contractor and (ii) Sub- contractors.

Minimum manpower deployment shall be based broadly as above and will be modified as mutually agreed to suit the detailed construction programme jointly worked out; further if any additional man power is required for completion of work in time, the same shall be provided by you as directed by Engineer without any extra cost.

The manpower proposed to be deployed in the work needs to be given quarter wise separately for direct personnel of the contractor and the manpower proposed to be deployed through the sub-contractors.

APPENDIX - IV

**ORGANISATION CHART SHOWING NO. OF QUALIFIED
ENGINEERS & SUPERVISORY PERSONNEL ETC.**

Sl. No.	Details of personnel to be deployed on this work	No.
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Note: Names and short resume of their experiences may also be given for key personnel.

The tentative chart of your site organisation as above furnished by you shall be subject to variation to suit the construction programme/ requirement and as directed by Owner/ Engineer.

APPENDIX – V

LIST OF PROPOSED SUB CONTRACTORS

Sl. No.	Name of sub-contractor	Description of work or trade	Amount (Rs.)
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- 1) Types of work executed by the sub-contractors.
- 2) The particulars of clients where the sub-contractors did the works.
- 3) Approximate value of the work carried by the sub-contractors in the last 3 years.

(Signature of Bidder)

APPENDIX – VI

PPROGRESS BILLINGS

(Bidder's anticipated progress billing month by month to be inserted here)

Tentative construction schedule indicating the expected dates of start of activity is to be given by the contractor. This schedule shall be updated within specified milestones from time to time depending upon the availability of fronts equipment and priorities fixed by Engineer. Contractor shall submit within 15 days of the date of letter of intent programme/ schedule for supply of items covering all phases of work including design, procurement, manufacture, assembly, fabrication, testing, transportation, erection, testing at site and commissioning matching the overall completion schedule.

The billing as well as all the connected documents shall be computerized.

(Signature of Bidder)

APPENDIX – VII

NAME OF WORK:

NAME OF TENDERER:

INFORMATION ABOUT TENDERERS (FORM – H)

- 1.0. In case of Individual:
 - 1.1. Name of Business:
 - 1.2. Whether his business is registered:
 - 1.3. Date of Commencement of Business:
 - 1.4. Whether he pays Income Tax over Rs. 10,000/- per year:
- 2.0. In case of Partnership:
 - 2.1. Name of Partnership with qualification:
 - 2.2. Whether the Partnership is Registered:
 - 2.3. Date of Establishment of firm:
 - 2.4. If each of the partners of the firm pays Income Tax over Rs. 10,000/- a year and if not, who of them pays the same.
- 3.0. In case of Limited Liability Company or Company Limited by Guarantees:
 - 3.1. Amount of paid of capital:
 - 3.2. Name of Directors:
 - 3.3. Date of Registration of Company:
 - 3.4. Copies of the Balance Sheet of the Company of the last two years :

Copies of audited Profit & Loss Account and the Balance sheet shall be enclosed in case of Individuals, partnerships as well as limited companies for the last 3 years.

**(Signature of Tenderer)
Name & Address of the Tenderer**

APPENDIX – VIII

NAME OF WORK:

NAME OF TENDERER:

LIST OF ENCLOSURES (FORM – I)

The tenderer is required to enclose the following documents as part of his tenderer.

1. Power of attorney of the signatory to the tender.
2. Income Tax/ Sales Tax Clearance Certificate in the proforma prescribed by the Govt. of India.
3. Documents showing annual turnover for similar works for the past two years such as annual report, profit and loss account etc.
4. Solvency Certificate by Nationalized Schedule Bank.

Signature of Tenderer

** In absence of Income Tax Clearance Certificate tenderer may not be awarded the work tendered for as per Central Govt. Directives.

APPENDIX – IX

NAME OF WORK:

NAME OF TENDERER:

EXCEPTION AND DEVIATION (FORM – J)

As pointed out in the NIT/ LIT, tenderer may stipulate here exceptions and deviations to the tender conditions, if considered un-avoidable.

Sl. No.	Page No. of tenderer document	Sl. No. of tender document	Subject	Deviation
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SIGNATURE OF TENDERER

AMENDMENT TO GCC

Sl No	Clause No	Brief Description of Clause	Modification
01	2.3 2.3.10	Power Supply	<p>i.) Clause No. 2.3 of General Condition of Contract stands modified to the following extent:</p> <p>The cost of construction power appearing in the 10th and 11th line as Rs 1/- per kwh shall be read as Rs.2.85 (Rupees two and eighty five paise only) per kwh</p> <p>The state Electricity Inspector appearing in the second line shall be read as ‘Central Electricity Authority at Chennai’.</p>
02	2.4	Land for Contractor’s Field office, Godown and Workshop	<p>Clause No. 2.4 of General Condition of Contract modified to the following extend:</p> <p>“The owner shall provide land to the Contractor for their offices, go-down and workshop “</p>
03	2.5	Land for Residential Accommodation	<p>Clause No. 2.5 of General Condition of Contract modified to the following extend:</p> <p>“The land for residential accommodation for staff and labour may be made available to Contractor outside plant boundary limit.”</p>
04	22	Extension of time	<p>The word “any one” appearing in the end of the second para of Clause No. 22.0 shall be read as “OWNER”.</p>
05	52.3.6	Return of unutilised materials and scrap/wastage	<p>i. The words “SAIL, Bhubaneswar stock yard rate” appearing in 3rd line of first para shall be replaced by “ Landed cost”</p> <p>ii. The words “Rs.7000/- per tonne” appearing in last para shall be replaced by “ twice the landed cost of materials”</p>
06	53 (xv)	Conditions for issue of materials	<p>The contents of the sub-clause No.53.(xv) shall stand deleted and replaced with the following:</p> <p>“For the free issue materials, the following norms shall be adopted:</p> <p>i. For issue of materials within plant boundary wall limit, the Contractor shall submit only indemnity bond for the entire value of the materials issued to them free of cost as Clause 53 (ix) of GCC.</p> <p>ii. For the materials which are issued to out</p>

			<p>side plant boundary like township etc., the Contractor shall furnish Bank Guarantee equivalent to 20 % of value of materials and indemnity bond for the 80 % value of the materials.</p> <p>iii. For materials taken out side Damanjodi/Angul to the vendor's Shop, 100 % Bank Guarantee against value of the materials will be submitted by the vendor before taking of the materials. The Indemnity Bond and the Bank Guarantee shall remain valid till the material account is totally settled.</p>
7	60 (c)	Alterations in Specifications and Design and Extra Works	The words "including equipment hire charges at Schedule hourly/ daily rates" appearing in 7 th line shall be replaced by the words " prevalent at site the time of execution".
8	60(d)	Alterations in Specifications and Design and Extra Works	Add new sub-Clause 60(d) as follows: "The quoted prices/rates indicated in Schedule of Rates shall remain firm for all variations in contract value within range of (+) 50 % and (-) 25 % for the entire duration of the contract. In case the actual contract value varies from the awarded contract value beyond the above mentioned limit than adjustment to contract value shall be made in accordance with procedure specified in proforma for adjustment for increase/ decrease in contract value enclosed as per Annexure in SCC".
9	76.3(ii)	Completion documents	Clause No. 76(ii) of General Condition of Contract shall be replaced by: "Six sets of construction drawings showing there in execution of the work duly approved by Engineer-in-charge and one set of reproducible on polyester film."
10	80.1	Employees State Insurance Act	Delete the word "whose aggregate remuneration is Rs.560.00 per month or less and" appearing in the 3 rd & 4 th line of the 2 nd para of this sub clause.
11	New Sub clause	-	Add a new clause designated as Sub clause 80.6 after existing Cl no. 80.5, "80.6 – The contractor shall comply with all relevant and applicable statutory provisions in respect of the workers engaged by him at his cost and above stipulation are only indicative are not exhaustive."

12	83 (viii)	Labour Laws	<p>Clause 83 (viii) of GCC shall be modified to the following extent:</p> <p>Add the words “<i>all relevant statutes at their own costs including</i>” between the words “<i>provisions of</i>” and “<i>the payment of Wages Act 1936</i>” appearing in the first line of this sub-clause.</p> <p>Provided further that-</p> <p>a) The payment of minimum wages to the contract labourers shall be as per the rates notified by the Central Government, as per Minimum Wages Act-1948 and as adopted/ circulated by the NALCO Management from time to time <i>plus</i> additional element of Rs.12.00 (Rupees twelve only) and statutory dues thereon.</p> <p>b) The minimum wage as notified by the Chief Labour Commissioner (Central) has a variable component as Special Allowance which is linked to average AICPI for Industrial workers, which keeps on changing every six months. The contractor has to absorb all such variations due to increase in Minimum wage in their quoted price, and no claim whatsoever on this account shall be entertained.</p> <p>c) The classification of workers in different categories will be as per the notification issued by the Central Government fixing the minimum wages for the above scheduled appointment. Where the minimum wages notified by the concerned State Government are higher than the rates notified by Central Government, the State Government rates should apply in concerned <i>scheduled employment</i> as long as the same remains higher than the Central Government rates.</p>
13	New Clause	Jurisdiction/ Governing Law	<p>Add a new clause designated as Sub clause 88 (c) after existing Cl no. 88 (b)</p> <p>All the works that will be carried out inside the factory premises shall attract the provisions of</p>

			<p>factory act for the contract labourers engaged therein.</p> <p>The Contractor, before commencement of work will arrange medical examination at his cost and shall submit the certificate of fitness in respect of the workers in the prescribed form from the nearby District HQ hospital or any Govt. Hospital for his workers, who will be handling or working with hazardous substance.</p> <p>In respect of contracts having more than one year, the medical check up of such workers shall have to be repeated by the contractor on completion of every one year.</p>
14	79	Taxes & Duties	<p>The rates quoted by the tenderer will cover all the taxes, duties, and levies as applicable on the date of bid/ revised bid (if any).</p> <ul style="list-style-type: none"> - In case of any imposition of <u>new taxes</u> by Govt notification at a later date, same shall be reimbursed to the contractor against submission of authentic document towards payment of such taxes by them. - In case of revision of rate of Works Contract Tax by Govt notification, same shall be reimbursed to the contractor against submission of documentary evidence towards payment of such extra amount by them.

ANNEXURE -8

SL. NO	ANNEXURE	DESCRIPTION	PAGE NO
01	ANNEXURE-A	Affidavit to be Submitted by the Bidder (Affidavit to be done on non-judicial stamp paper)	02
02	ANNEXURE-B	Letter of Authority	03
03	ANNEXURE-C	Declaration by the bidder	04
04	ANNEXURE-D	Declaration of Relative	05
05	ANNEXURE-E	Bank MANDATE FORM for e-payment (To be submitted along with a Cancelled Cheque.)	06
06	ANNEXURE-F	Undertaking on Downloaded Tender Documents.	07
07	ANNEXURE-G	Integrity Pact	08
08	ANNEXURE-H	Concurrent commitment.	16
09	ANNEXURE-I	Social Accountability Format	17
09	ANNEXURE-J	GST Data of Vendor (GSTIN & PAN to be submitted)	21

ANNEXURE- 8(A)

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

AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

1. The undersigned do hereby certify that all the statement made in the bid and attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorised and request (s) any bank, person, firm or Corporation, Govt. officers to furnish pertinent information as deemed necessary and as requested by NALCO to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of NALCO.
5. 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:	

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

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

Signature of the Bidder

Date:..... (With Seal)

LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

**National Aluminum Company Ltd;
NALCO BHAWAN, P/1, Nayapalli,
Bhubaneswar-751013**

Sub:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any Negotiations/ Meetings/ Un-priced Bid Opening/Price Bid Opening for subsequent correspondence/communication against the above bidding documents:

- 1. Name & Designation -----
Signature -----
Phone/Cell -----
Fax -----
E-mail -----

- 2. Name & Designation -----
Signature -----
Phone/Cell -----
Fax -----
E-mail -----

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Yours sincerely,

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation & Seal

Note: This letter should be on the letterhead of Bidder and signed by a person competent and having Power of Attorney. Not more than two (2) persons per Bidder shall be permitted.

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 authorised 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 appendix I & II regarding relatives working in NALCO are filled up and enclosed.
- (l) That we have quoted the rates in figures as well as words.
- (m) 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.
- (n) We declare that all supporting documents of the offer submitted are attested by a Gazetted officer / Notary public.
- (o) I/we declare that the document down loaded by me/my company is/are not tampered in any form.
- (p) We undertake 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 /Office/Site..

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. The same will be binding on me / firm / company represented by me.

Name of the Signatory _____

Designation of Signatory _____

Name of the firm _____

Postal address of the firm: _____

PAN No : _____ **GST NO** _____

TIN No : _____

EPF No : _____ **ESI No :** _____

Phone No: _____ **Mobile No:** _____

Fax No: _____

Email ID : _____

Date: _____

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

DECLARATION OF RELATIVE.

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

1.	Shri Sridhar.Patra, Chairman-Cum-Managing Director	2.	Shri Satendra Singh, Govt. Nominee Director
3.	Shri Upendra C Joshi, Govt. Nominee Director	4.	Shri V Balasubramanyam, Director (Production) & Director(Finance)-Additional Charge
5.	Shri Sanjib Kumar Roy, Director (Project & Technical)	6.	Shri Pradip Kumar Mishra, Director (Commercial)
7.	Shri Radhashyam Mahapatro, Director (HR)	8.	Shri Nagendra Nath Sharma, Independent Director
9	Smt. Achla Sinha, Independent Director		

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

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)

- I/We hereby declare that none of my/our relative is an employee of NALCO.
- 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		

(Please attach extra sheet, if required)

SIGNATURE OF THE TENDERER

Bank MANDATE FORM for e-payment

(To be submitted in Duplicate)

To
 NALCO, Bhubaneswar,
 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 :-----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.: RTGS / NEFT charges if any, is to borne by the party.

UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS

1. 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. 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.
2. We here by confirm that, we have uploaded the copies of original genuine documents, required as supporting documents to qualify as per RFP/NIT. The uploaded documents are attested by a Gazetted Officer/ Notary Public and are signed on each page by the authorized representative.
3. 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 **Authorised Person With seal**

Name of the signatory _____

Company Name _____

Postal Address _____

Email ID _____

Phone _____ FAX _____

All the above fields are to be filled up or else the offer may be liable for rejection.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, 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 Bishnupada Mishra , AGM(Elect.), T&C Corporate Office** (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 the service of **Handling, Storage, and operation of Master Stockyard at Raipur.** 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.
 - (i) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as

defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Independent External Monitors (IEMs):

6.1. The BUYER has appointed Independent External Monitor (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission. The appointed IEM for this pact is:

Sri Janak Digal, IAS (Retd.)

Plot No.-1B/2, Sector-11,Cda

Markat Nagar, Cuttack-753015

Odisha

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 Bishnupada Mishra

Designation: AGM(Elect.), T&C

Company: NALCO

Official Seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Social Accountability 8000 Compliance Format

A. Basic information

Name of the organization	
Registered Office Address	
Telephone No	
Name of the contractor	
Number of employees	

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- Do you engage child labour in any light work? Yes/No
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
- Do the workers know the risk / hazard associated with their work? Yes/No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- What types of medical benefits you provide to your employees?

Do you allow trade union and collective bargaining?

Yes/No

If no, how do you ensure freedom of expression?

- In case of non-performance of any employee, how do you deal with such situations?

- What are the procedures of hiring/promotion/ remuneration in your organization?

- Do you provide appointment letter to your employees?

Yes/No

- Do you maintain a documented terms and conditions
Of employment, or personnel file?

Yes/No

- If no, how do you terminate your employee?

How do you ensure that your employees are not discrimination on the basis of cast creed, gender, religion, age etc?

- How many shift you have? _____ shifts
- Which day is off day in your organization? _____

- In case, a person works in off day or holiday, how is he/she compensated?

- Do you engage worker in overtime? Yes/No
- Do you pay overtime to your employees as per law? Yes/No
- Lowest amount (salary/wage) you pay to your employees? Rs. _____/-
- Highest amount paid by you? Rs. _____/-

- Is there any case of deduction in wage? Yes/No
- In case, it is yes, what are the general reasons for such deduction?

- Have you taken care to look into issues related to child labour

Forced labour, health & safety, working hours and remuneration

of your suppliers

Yes/No

We do hereby declare that our organization is committed to social accountability. We will promptly implement remedial/corrective actions identified against the requirement and promptly inform your organization. We also declare that the sub contractors/sub supplier's performances are monitored by us. Moreover, we declare that if invited, we shall participate in awareness programme as well as monitoring programme organized by you.

We declare that the above-mentioned informations are correct.

Signature:

Designation:

GST DATA OF VENDOR

1. As per the GST Law, NALCO need to registered 15 digit GSTIN (GST Identity number) of the registered vender to record in NALCO systems for future transactions with effect from July 1st 2017.
2. In case, if you are a vendor with us, mention the type of registration (Registered/Non Registered/Compounding Scheme).

SL NO		
01	Vendor Name:	
02	Vendor Code:	
03	Vendor's: <GSTIN NO> & <Registered/Non Registered/ Compounding Scheme >:	
04	Vendor's Service Tax Registration Number:	
05	Type of Services for which ST registration availed:	
07	PAN Number:	
08	Vendor's Phone Number:	
09	Vendor's mail id:	
10	Name of the contact person of the Vendor:	

DATE:**Signature of Bidder****N.B. Please upload the PAN & GST Registration Certificate.**

ANNEXURE-9

DIFFERENT FORMATS.

ANNEXURE-9 (A)

LIST OF STANDARDISED BANKS FOR BG

Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar the issuing bank must designate a specified Bank Branch in Bhubaneswar.

I-SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1	Allahabad Bank	11	Indian Bank
2	Andhra Bank	12	Oriental Bank of Commerce
3	Bank of Baroda	13	Punjab & 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 SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

1	HDFC Bank Ltd.	9	The South Indian Bank Ltd.
2	ICICI Bank Ltd.	10	The Karur Vysya Bank Ltd.
3	Axis Bank Ltd.	11	The Karnataka Bank Ltd.
4	Kotak Mahindra Bank Ltd.	12	IDFC Bank
5	YES Bank	13	RBL Bank
6	IndusInd Bank Ltd.	14	The Lakshmi Vilas Bank Ltd.
7	The Federal Bank Ltd.	15	Tamilnad Mercantile Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.	16	City Union Bank Ltd.

iii. List of Foreign Banks

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

X X X X X

A G R E E M E N T

CONTRACT AGREEMENT FOR THE WORK OF"" WORK ORDER NO: _____
 DT..../.../..... made on ---/----/----- (The 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) WORK ORDER NO: _____ DT...../...../.....

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 licensee 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 &

Signed & delivered for &

on behalf of Owner

on behalf of Contractor.

(NATIONAL ALUMINIUM CO.LTD.)

(M/S.....)

PLACE: NALCO CORPORATE OFFICE BHUBANESWAR.

PLACE:

IN THE PRESENCE OF TWO WITNESSES.

NALCO'S WITNESS.

CONTRACTOR'S WITNESS.

01) _____ 01) _____

02) _____ 02) _____

PLACE: NALCO, CORPORATE OFFICE

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 `(Rupeesonly) towards earnest money in lieu of cash.
2. WEBank having its branch office atdo 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 notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. WEBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (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:

Name-----

Address for Correspondence: -----

Telephone & Fax No.

E-mail :

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

BANK GUARANTEE FOR SECURITY DEPOSIT

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

B. G. No. _____

Date: _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its 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 cash security deposit for the due fulfillment by the said contractor(s)/seller(s) of the terms and conditions contained in the said Contract(s)/Order(s), on production of Bank Guarantee for `(Rupees.....only).
2. WeBank having its branch office atdo 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. WeBank 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. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which 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 our place of business at _____(Bank Name), _____(Branch Name and address of the branch), Bhubaneswar , Odisha-751_____.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Detail of Persons Issuing the BG:

Name-----,

Address for Correspondence: -----

Telephone & Fax No.----- ,

E-mail : -----

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

PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/ CONTRACTOR.

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

B. G. No.....

Date.....

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its 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.datedand 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. WeBank having its branch office atdo 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 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 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. WeBank 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. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such 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 our place of business at _____(Bank Name), _____(Branch Name and address of the branch), Bhubaneswar , Odisha-751_____.

Date.....
Corporate Seal of the Bank

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

Details of Persons Issuing the BG:

Name-----,

Address for Correspondence: -----,

Telephone & Fax No.-----,

E-mail : -----

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

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. WeBank having its branch office atdo 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 notwithstanding 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. WeBank 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 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:

Name-----

Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

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

ANNEXURE-10

ANNEXURE-10 (A)

POLICY DOCUMENTS OF NALCO

Energy Management System (ISO 50,001) Requirement:

1.1 Mandatory guidelines for saving any form of energy:-

Energy is lifeline of an Organization and 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 .

- 1.2 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.
- 1.3 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.
- 1.4 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 FOUNDATION /Consultant shall respond to such queries within a reasonable time.

OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM AND ENVIRONMENTAL REQUIREMENT.

- 1.1.1 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 labourers/ workmen. In addition, the contractor shall have to abide by all fire & safety regulations of the owner. The contractor has to execute the works after taking necessary instruction & clearance from the safety officer, available at Plant.
- 1.1.2** All lifting/handling tools & tackles should be load-tested as required by law. Mobile equipments such as Truck, Tractors, Tippers, Dumpers etc. shall have valid fitness certificate with due insurance required as per law.

1.2 PERSONAL PROTECTIVE EQUIPMENTS (PPEs)

- 1.2.1** The contractor shall have to provide all necessary PERSONAL PROTECTIVE EQUIPMENTS (PPEs) like safety shoes, gum boots, helmets, safety goggles, nose masks etc as applicable to the workmen engaged by them as per the requirement. Safety aprons and Masks should also be provided to all workmen engaged in caustic / chemicals working areas. The contractor should ensure use of the above by his workmen during the contract period. In case the contractor fails to provide PPEs as per requirement, at the time of starting the job, they will not be allowed to carry out the assigned job.
- 1.2.2** The contractor should be aware that the workers engaged by him shall not be allowed to enter into the plant at the NALCO plant gate unless they wear the safety helmet and safety shoe. The contractor shall take all necessary steps/actions so that his workmen enter into the NALCO plant premises with safety helmet and safety shoe.
- 1.2.3** The occupational health & safety policy is enclosed. The contractor has to ensure attendance in a training programme for all his contract workers conducted by safety department and obtain a certificate before putting the workers to work front.
- 1.2.4** The contractor has to adhere to "NALCO's safety code for contractors" while executing the work and the same has to be collected from T & C department while receiving the work order if awarded.
- 1.2.5** In case the contractor shows negligence in adherence to the above conditions and results in causing loss to the company properties or causing obstruction for normal movement inside the plant, NALCO may take suitable action as deemed fit and NALCO may sever the business relation with the party.
- 1.3** Medical Checkup: Contractors will have to submit medical certificate from a Govt. Hospital or registered medical practitioner in the prescribed format for the workmen engaged by him along with application for gate pass and for annual renewal. No gate pass will be issued / renewed unless the medical certificate is enclosed along with the application.
- 1.4** The Engineer in-charge executing the contract as per his assessment that the Contractor is not performing as per the safety requirements may direct stoppage of work. The contractor shall not proceed with the work until he has complied with such directions to the satisfaction of concerned Engineer in-charge.
- 1.5** The contractor shall be fully responsible for accidents caused due to him or his agents workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensations for injuries.
- 1.6** Without prejudice to the right conferred by the Clause 16.5 above for stoppage of work for violating of safety requirements, the contractor shall be liable for penalty up to Rs. 3,000/- for the first violation and up to Rs.5,000/- for the second violation. For the third violation, he shall be liable to be debarred from further contracts up to a period of one year minimum from the date of completion of jobs in hand.
- 1.7** The Engineer in-charge executing the contract will assess the penalty amount having regarded to all the circumstances, in particular the nature and the gravity of the violation & will issue a show-cause notice specifying therein the proposed penalty. Considering the cause shown by the Contractor, if any the

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

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

2.0 GENERAL ENVIRONMENTAL REQUIREMENTS :

- 2.1 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 "EHS POLICY", enclosed herewith.
- 2.2 The contractor shall remove all the waste/debris generated during the work on each occasion & dispose off to a place identified by Engineer-in-charge. The thorough up keeping of the work spot before the contractor leaves the work spot is essential. In case the contractor fails to comply with the above, the owner may get the up keeping done & recover the expenses with overheads from the contractor.
- 2.3 The contractor has to ensure efficient use of natural resources like water, fuel oil and lubricants.
- 2.4 In case the contractors are quoting for oil, grease, chemicals and toxic substances or these substances form a part of materials quoted they should ensure proper storage, handling, packing and shifting of materials to our site properly so that the same should not pollute the environment.
- 2.5 The contractor should ensure that materials/ equipment quoted is manufactured/ supplied through Eco friendly process/ system.
- 2.6 The contractor should ensure proper awareness of workers working in their factory/ plant to maintain for a green and clean environment inside/ outside their plant.
- 2.7 It will be the responsibility of the contractor to use Eco friendly packing materials.

ENVIRONMENTAL POLICY

In recognition of interests 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 and 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 & local authorities to prevent or minimise adverse consequences of the industrial activities on the environment.
- To comply with all applicable laws governing environmental 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.

OCCUPATION HEALTH & SAFETY POLICY

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

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

Sd/-

Chairman-cum-Managing Director

SOCIAL ACCOUNTABILITY POLICY

We at National Aluminium Company are committed to provide a socially accountable work environment to all employees and uphold ethical business practices by respecting employees' rights.

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

- Involvement of all employees in sustenance of SA 8000 standard;
- Continual improvement initiatives in all social issues;
- Learning and training opportunities to all employees;
- Fulfillment of relevant statutory rules & regulations, ILO requirements, applicable international instruments and their interpretation.

This policy is communicated and understood within the organization.

Sd/-

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.

Chairman-cum-Managing Director

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: MR. B.P. MISHRA, AGM (Elect),TENDER AND CONTRACT DEPT., CORPORATE OFFICE, NALCO.

Name of Work: Handling, Storage, and operation of Master Stockyard at Raipur

Contract No: TNCC-040/2020 DATED 03.09.2020

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)

- Note**
- 1) The rates quoted shall be inclusive of all charges, except GST. In case GST is leviable for such services, the bidder shall raise tax-compliant Invoice showing GST component separately which will be paid extra.
 - 2) Above quantities are tentative only and is subject to change.
 - 3) For indicative purpose, the above are expected/tentative quantities. However the rate is applicable as stipulated in the tender at clause no.3.(b) and clause no.- 4 of Annexure-3
 - 4) The Evaluation shall be carried out as follows:
 - i. The Bidder has to quote the rates in column-5 only in the BOQ before uploading same on e-procurement portal.
 - ii. The Rates quoted by the bidders shall be inclusive of all taxes and duties as applicable on date of tender opening but exclusive of GST which shall be paid extra as per applicability.
 - iii. The contractor is required to get themselves registered with GST and submit documentary evidence along with their tender, failing which, they shall be treated as unregistered dealer.
 - iv. It is the responsibility of the successful bidder to satisfy Tax Authorities with supporting documents as demanded by Tax Authorities regarding price of items quoted.
 - v. The Contractor shall issue Invoice / R.A. Bill in accordance with the GST Rules giving all the information as required under the said rules.
 - vi. Wherever GST Input Tax Credit (ITC) on GST is not available, the GST Amount payable by NALCO towards the same shall be loaded on the bidder's quoted value to arrive at the relative position of the bids.
 - vii. For claiming GST from NALCO, the contractor's invoice should contain details like Serial no. of documents, Date of issue, Description of work, price of the service, GST, GSIT registration no., name and address of the Service Provider, class / category under which GST is leviable etc.
 - viii. The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST Act and Rules (Centre, State & Integrated) and other statutory provisions applicable to this work as a service provider.
 - ix. Conditional Price Bids are liable for rejection. Discount mentioned separately over the rates quoted above will not be considered for evaluation of the bids.

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	UNIT OF MEASUREME NT	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	3	4	5	6	7
1	Charges for providing warehousing facility and management under sl. no. I-A of Annexure-3 (II)	60	Per Month		0.00	INR Zero Only

2	Charges providing stock unloading services outlined under Sl. no. I-B of Annexure-3(II) from Rail/Rake and Charges for stock removal/stacking service services outlined under under Sl. no. I-C of Annexure-3(II) after unloading from Rail/Rake	2,97,000	MT		0.00	INR Zero Only
3	Charges providing stock unloading services outlined under Sl. no. I-B of Annexure-3(II) from Trucks and Charges for stock removal/stacking service services outlined under Sl. no. I-C of Annexure-3(II) after unloading from trucks	3,000	MT		0.00	INR Zero Only
4	Charges for stock delivery services outlined Sl. no. I-D of Annexure-3(II)	3,00,000	MT		0.00	INR Zero Only
5	Charges for providing service, material, machine for stock re-bundling with iron strap or poly-straps outlined under Sl. no. I-E of Annexure-3(II)	30,000	MT		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only					