



NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)
(A NAVRATNA COMPANY)
Alumina Refinery, Damanjodi-763008.
(T & C DEPARTMENT)
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TENDER DOCUMENT COVERING LETTER

Ref.No: T&C/AR/03/C-2080

Dated: 08.05.2020

To

Name of the Work: "CONSTRUCTION OF ROOM FOR BATTERIES OF ROOF TOP SOLAR UNITS AT D.M. PLANT IN S.P.P, NALCO, DAMONJODI."

Dear Sirs,

With reference to above, you are requested to submit your best competitive offer for above referred work as specified in the enclosed documents, considering all the terms, conditions and specifications etc. in **online mode/e-mode** at e-procurement site of CPP Portal (www.eprocure.gov.in). Separate DD/BC/BG for EMD and DD/BC for Tender fee shall be uploaded in above site and these two shall not be clubbed in any case.

The EMD & tender fee instruments in original shall have to be submitted /sent beforehand so as to reach the office of Tender Inviting Authority on or before the bid submission due date & time or extended bid due date & time of the tender, failing which the offer shall be **liable for rejection**. The Bidders shall also have to upload the scan copy of Crossed Demand Draft / Banker's cheque/Bank Guarantee towards EMD/Tender fee amount along with the **Online** offer. In case you are claiming exemption from payment of tender fee/EMD, the valid attested/notarised supporting documents for claiming the exemption (ref clause no:5.0 & 6.0 of Annexure-AA) must be uploaded along with the **Online** offer , failing which the offer shall be **liable for rejection**.

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

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

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

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

Important Note :

1. Bidders are requested to quote online well ahead of the schedule tender submission date and time to avoid unforeseen problems like last hour congestion, internet failure etc.
2. Bidders are requested to visit www.eprocure.gov.in for online participation, downloading the tender documents and submit the offer only in e-tendering mode as per the tender schedule. **Bids submitted in any other mode shall not be considered.**

Thanking you.

Yours faithfully,
For and on behalf of
NATIONAL ALUMINIUM COMPANY LIMITED

Deputy General Manager (T&C)
F/T&C/01/03 19/07/2017

I N D E X

SL. NO	DESCRIPTION	DETAILS	PAGE NO:
1	COVER PAGE		1
2	INDEX		2
3	CHECKLIST FOR BIDDERS		3
4	CONTRACT DETAILS	-----	4
5	INSTRUCTION TO BIDDERS	Annexure-AA	5 to 20
6	SCOPE OF WORK (SOW)	Annexure-IA	21
7	SPECIAL CONDITIONS OF CONTRACT (SCC)	Annexure-IB	22 to 24
8	SAMPLE OF GST INVOICE	Annexure- IV	25
9	ENVIRONMENT, HEALTH & SAFETY POLICY.	Annexure- VIII	26
10	SOCIAL ACCOUNTABILITY (SA- 8000) POLICY AND REQUIREMENTS	Annexure- IX	27
11	FORMAT FOR EXECUTION OF AGREEMENT	Annexure- XI	28 to 29
12	PROFORMA FOR BANK GUARANTEE FOR EMD	Annexure- X	NOT APPLICABLE
13	LIST OF NALCO APPROVED BANKS	-----	30
14	BOQ & PRICE BID FORMAT <i>(attached separately in excel format)</i>	Annexure- II	1 to 3
15	DECLARATION BY BIDDER	Annexure- III	1 of 8
16	BANK MANDATE FORM	Annexure- V	2 of 8
17	UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS	Annexure- VI	3 of 8
18	EXCEPTION/DEVIATION STATEMENT	Annexure- VII	4 of 8
19	FORMAT FOR DECLARATION OF BIDDER'S RELATIVES IN NALCO	Appendix-I & II	5& 6 of 8
20	DETAILS OF PRESENT COMMITMENTS	Appendix-III	7 of 8
21	PROPOSED SITE ORGANISATION	Appendix-IV	8 of 8
22	PRE- CONTRACT INTEGRITY PACT <i>(attached separately in pdf format)</i>	Annexure- 1D	NOT APPLICABLE

Attached Separately in pdf format as "Annexure, Appendices And Deviation Statement to be filled up by the bidders" (08 pages in total)

CHECKLIST FOR BIDDERS**Following documents are to be submitted for two part bids.**

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

NOTE:

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

NA: NOT APPLICABLE



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CONTRACT DETAILS

1.	NAME OF THE WORK	CONSTRUCTION OF ROOM FOR BATTERIES OF ROOF TOP SOLAR UNITS AT D.M. PLANT IN S.P.P, NALCO, DAMONJODI.
2.	LOCATION OF THE WORK	PLANT PREMISES
3.	TENDER REFERENCE	T&C/AR/03/C-2080
4.	CONTRACT PERIOD	04(Four Months)
5.	MODE OF TENDERING	LTE, ONE PART
6.	No. of Agency Required and percentage distribution of Work (Subject to availability of suitable vendors)	01
7.	E.M.D. (Ref clause no: 6.0 of Annexure-AA)	Rs. 10,000/- (Rupees Ten Thousand Only)
8.	TENDER FEE (Ref clause no: 5.0 of Annexure-AA)	NOT APPLICABLE
9.	TENDER SUBMISSION DATE / TIME (Ref. clause 25.6 of Annexure-AA)	On or before 25/05/2020 , 03:00 PM
10.	TENDER OPENING DATE / TIME (Ref. clause 25.6 of Annexure-AA)	On Date: 27/05/2020 , 09:30 AM
11.	VALIDITY OF OFFER(Ref Clause 25.8 of Annexure-AA)	90 Days
12.	BANK GUARANTEE VALUE (As per clause no. 12.2 of Annexure-AA)	NIL
13.	INDEMNITY BOND VALUE (As per clause no. 12.2 of Annexure-AA)	Rs 4,04,600/- (Ref Cl No. 3.2.0 of Annexure-IB)
14.	DEFECT LIABILITY PERIOD (Ref clause 7.0 of Annexure-AA).	12(Twelve) Months
15.	The values of L ₀ applicable to clause 20.0 of Annexure-AA	L ₀ = ₹ 435/-
16.	Applicability of Labour charge variation clause (ref cl no: 20.2 of Annexure-AA)	NOT APPLICABLE
17.	Applicability of Income Tax Deduction at source (ref cl no: 10.7 of Annexure-AA)	APPLICABLE
18.	Applicability of GST (ref clause no: 10.2 to 10.6 of Annexure-AA)	APPLICABLE
19.	Applicability of ITC on GST(ref clause no: 10.2 to 10.6 of Annexure-AA)	NOT APPLICABLE
21.	Service Accounting Code (SAC)	995413
22.	Minimum Workable rate (ref clause no: 2.8 of Annexure-AA)	Rs 4,33,781/- (Excluding GST)
23.	PRE-CONTRACT INTEGRITY PACT (ref. clause nos. 14.1 & 14.2 of Annexure- AA)	NOT APPLICABLE

INSTRUCTIONS TO BIDDERS

- 1.0 SCOPE OF WORK** : The scope of work shall be as detailed in Annexure-IA. The work shall be carried out as per direction of Engineer-in-charge (EIC)/ Manager in-charge (MIC) subject to special condition of contract given in Annexure-IB.
- 2.0 QUANTITY AND RATE:**
- 2.1** Bidders are required to submit **digitally signed complete Tender documents ONLINE only along with all Annexures and Appendices downloaded, filled up and signed & stamped in each page of the tender document from www.eprocure.gov.in**, Price bid in .xls and all other enclosures in .pdf format shall be uploaded.
- 2.2** **Price bids must not contain any conditions stipulated by the bidders. Conditional price bids are liable for rejection.**
- 2.3** No premium or discount over quoted rate / total amount should be mentioned separately in the offer except where asked for.
- 2.4** Bidders are required to quote for all items of the quantity and rate schedule as per Annexure-II in .xls format otherwise the offer will be treated as incomplete offer and may be rejected.
- 2.5** **The rates should be quoted up to two decimal digits only. Decimal digits beyond two will be ignored for all purposes.**
- 2.6** Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest tenderer only.
- 2.7** The tenderers must quote their most reasonable and workable rate. 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.
- 2.8** 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 (Ref SI No 22 at Page 4), 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 by virtue of being the lowest bid, the bidder(s) shall be required to furnish a performance Guarantee Bond along with the Initial Security Deposit (ref clause no: 8.0 of Annexure-AA) 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.
- 3.0 QUANTITY VARIATION:**
- (i) Item rate contracts:** The Quantities mentioned in the Price bid format are approximate in nature and may vary by a wide margin for which the contractor shall have no option but to execute the works as per the direction of Engineer-in-charge at the same rates, terms & conditions. Payment shall be released to the contractor for the actual executed quantity.
- (ii) Lump sum / Turnkey Contracts:** In case of Turnkey / lump sum contract no adjustment in the contract value shall be made unless there is written instruction by the Engineer-in-charge to change the scope of contract due to addition / deletion of items. Adjustment to the contract value due to such addition / deletion shall be governed by the provisions of GCC.
- 4.0 CONTRACT PERIOD** : The Quality of work output and Time of completion is the essence of the Contract. The contract period for this work shall be as mentioned in **SI no: 4** of Page-4 **from the**

effective start date mentioned in the work order. Time period of completion of individual items may be decided jointly by EIC and contractor, which shall be adhered to by the successful bidder.

5.0 TENDER FEE :

5.1 An amount as stipulated on page no. 4 of the tender document towards the tender fee shall be paid in the form of crossed Demand Draft / Banker's Cheque in favor of National Aluminium Company Limited, Damanjodi, drawn from any NALCO's Approved Bank (list attached) payable at Damanjodi, with the tender. *However the Public Sectors, Government agencies, and firms registered with NSIC (for the service/work for which they are registered) or MSEs registered with DIC are exempted from submission of tender cost, subject to submission of attested documentary evidence in support of the same along with the offer. MSEs registered with DIC who claims exemption of Tender fee through "Udyog Adhaar Memorandum (UAM)", must submit their "UAM" duly verified & certified by the concerned General Manager, DIC.* The tender cost should be paid by a separate Demand Draft / Banker's Cheque and it shall not be clubbed with EMD. **The tender fee is non refundable.**

5.2 The bidders shall have to submit the scan copy of DD/BC towards cost of tender document along with the offer and the said **DD/BC in original shall have to be submitted /deposited beforehand so as to reach the office of tender inviting authority before the bid submission date or extended bid submission date of the tender at the following address:**

O/o DGM, Tender & Contract Department,
Alumina Refinery,
National Aluminium Co. Ltd.,
P.O. : Damanjodi, Dist.- Koraput, Odisha- 763008

The envelope containing the tender fee instrument shall clearly mention: "Tender fee instrument against Tender No.: ----- Tender Submission Date: -----" along with name of the bidder.

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

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

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

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

6.0 E.M.D :

6.1 The contractor shall deposit the Earnest Money for an amount as stipulated at page no. 4 of the tender document in the form of crossed Demand Draft / Banker's Cheque / Bank Guarantee* in favor of National Aluminium Company Limited, , drawn from any NALCO's Approved Bank (list attached) payable at Damanjodi, with the tender. The offers received without E.M.D will be **liable for rejection**. *However the Public Sectors, Government agencies, and firms registered with NSIC (for the service/work for which they are registered) or MSEs registered with DIC are exempted from submission of EMD, subject to submission of attested documentary evidence in support of the same along with the offer. MSEs registered with DIC who claims exemption of EMD through "Udyog Adhaar Memorandum(UAM)", must submit their "UAM" duly verified & certified by the concerned General Manager, DIC.* E.M.D shall not carry any interest and will be refunded to all unsuccessful bidders after finalization of the contract. In case of technically rejected bidders of two part / three part bid, the EMD shall be returned to the bidder after rejection of their offer. EMD of successful

bidder shall be returned after submission of Initial Security Deposit /Security Deposit. The EMD of the successful bidder if paid in form of DD/PO/BC shall be adjusted towards initial security deposit. Bank mandate form in prescribed format, duly filled in & signed (Ref Annexure-V) is to be submitted by the bidder for refund of EMD through e-payment.

* **Bank Guarantee shall be accepted in the prescribed proforma for an amount of Rupee One lakh or more only.**

6.2 The Bidders shall have to submit the scan copy of DD/BC/BG towards cost of Earnest Money Deposit along with the offer and the said **DD/BC/BG in original shall have to be submitted/deposited beforehand so as to reach the office of tender inviting authority before the bid submission date or extended bid submission due date of the tender at the following address:**

O/o DGM, Tender & Contract Department,
Alumina Refinery,
National Aluminium Co. Ltd.,
P.O. : Damanjodi, Dist.- Koraput Odisha- 763008

The envelope containing the Earnest Money Deposit instrument shall clearly mention: "EMD instrument against Tender No.: ----- Tender Submission Date: -----"along with name of the bidder.

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

In case the bidder is claiming exemption from payment of EMD, the information along with attested supporting documents for claiming the exemption must also be uploaded online along with the offer.

6.3 **The BG submitted against EMD shall be valid for Nine months beyond validity period of offer.**

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

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

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

8.0 **SECURITY DEPOSIT** :

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

8.2 This may be deposited initially at 2.5% of the value of the contract (referred as initial Security deposit) **within a period of 21 days from the date of issue of Work Order/LOA** and the balance will be recovered in installments through the deduction @ 10% of the gross value of the each running account bill for the contract value up to ₹ 1 crore, 7.5 % for contract value between

₹ 1 crore to ₹ 5 crores and 5% for contract value over ₹ 5 crores, till total security deposit is collected. No further deduction from the bills will be made on this account subject to clause 19.6 of GCC.

- 8.3 Alternatively the contractor may at his option deposit the full amount as mentioned at 8.1 above towards deposit within a period of 21 days from the date of issue of work order/ FOI/ LOI. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.
- 8.4 **In case the successful bidder fails to submit the ISD /SD, with in a period of 21 days from the date of issue of Work Order, the ISD amount along with a simple interest @12% per annum as penalty, applicable from the date of issue of Work Order till the date of submission of ISD or submission of 1st RA bill, shall be recovered starting from 1st RA bill.**
- 8.5 The Earnest Money Deposited with the tender, by the successful bidder **if paid in the form of DD/ PO/ BC** shall be adjusted towards Initial Security Deposit.
- 8.6 The security deposit will be released after successful completion of the defect liability period on certification of Manager-in-charge / Engineer-in-Charge.
- 8.7 In case the DLP is NIL, the Security Deposit will be released to the successful bidder within three months of the submission of full and final bill to the EIC.

9.0 PAYMENT TERM :

- 9.1.1 Payment shall be made as indicated in Special Conditions of Contract /against monthly bills duly approved and certified by the Engineer-in-charge. Such Certificate/ approval by the EIC and passing of the amount so payable shall be binding and conclusive subject to deduction as per contract, which is subject to Arithmetical correction if any.
- 9.1.2 Payment facility is available under INTERNET mode through company banker as well as in NEFT/ RTGS (National Electronic Fund Transfer / Real Time Gross Settlement) mode through designated branches. The contractor shall submit duly filled bank mandate form in duplicate with due authentication from their bankers to avail e-payment facility. All the payment shall be made only through e-mode. The prescribed form is enclosed in Annexure-V.
- 9.1.3 If the contract value is ₹ 20, 000/- or less only one full and final bill will be admitted.
- 9.2 If full security deposit has been submitted or security deposit is not applicable as per contract terms, then the amount passed will be paid in full. Otherwise, 90% of the amount passed will be paid and 10% will be retained towards the balance security deposit, till full recovery of total security deposit.
- 9.3 The materials drawn if any by the party as “free issue materials” from Nalco shall be reconciled. The reconciliation statement of free issue items / materials should be submitted to the Engineer in-charge for certification. The final reconciliation statement should be submitted along with final bill for release of payment.
- 9.4 (i) The final bill shall be submitted by the contractor **within one month** of the completion of contract otherwise the contract may be closed ex-parte’ on the basis of the Engineer-in- Charge certificate of the measurement and the amount payable or recoverable as certified by the EIC taking all recoveries into account shall be final and binding on the contractor.
- (ii) Besides above, the contractor may be treated as dormant or non-responsive. This may affect contractor’s futures business with NALCO.
- 9.5 The contractor is required to obtain clearance from HRD dept and submit the same along with RA bill to Manager-in-Charge of the contract for processing for release of payment. For obtaining clearance from HRD dept, the Contractor shall ensure that all the contract workmen engaged by him shall follow Bio-metric Punching system for their daily Attendance. Wages & other applicable dues of the workmen shall be made by the contractor based on attendance through Bio-metric Punching System. The amount due to the individual workmen, should be credited to their respective bank account only, within the stipulated period as per statute. The copy of the payment sheet, bank statement and attendance sheet of individual contract workmen is to be

submitted to the HRD dept. along with each RA bill for necessary verification, record and clearance of RA bill from HRD dept to the Manager-in-charge for processing for release of payment. The final bill will only be released subject to clearance of all statutory dues including EPF & ESI of the contract workmen by way of bank transfer and obtaining a certificate to this effect from the contract labour cell of HRD dept.

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

10.0 **TAXES & DUTIES :**

- 10.1 **The Rates indicated in Annexure-IIA are inclusive of all taxes and duties but** exclusive of GST as applicable made effective from Dtd. 01.07.2017. For GST, clauses in Para 10.2, 10.3, 10.4, 10.5 and 10.6 below will be applicable. A sample invoice is enclosed at Annexure-IV. The contractor has to submit a declaration that Tax claimed in Invoice shall be deposited by them within the schedule date along with filing of accurate return in GSTR-1 & GSTR-3. For any such violation, if NALCO loses the Input Tax Credit (ITC), the same shall be recouped by the contractor immediately failing which suitable action shall be taken by NALCO for recovering the amount.
- 10.2 The contractor is required to get themselves registered under the GST Act with appropriate Range Office in the State in case aggregated turnover for the financial year exceeds Rs 20.00 Lakhs and submit documentary evidence, failing which their claim for GST from NALCO will not be entertained.
- 10.3 It shall also be the responsibility of the contractor to satisfy GST Authorities with supporting documents as demanded by GST Authorities regarding price of items being supplied under the repair & maintenance contract, exempted from GST.
- 10.4 Since the GST, in case claimed in GST invoice on the Input services availed by NALCO are subject to Input Tax Credit (ITC), the contractor shall issue invoice/R.A. Bill in accordance with the GST Rules / Cenvat Credit Rules giving all the information as required under the said rules. For claiming the GST from NALCO, the contractor's invoice should contain the details like Serial no of the documents, Date of issue, Description of work, Price of the input service, GST payable, GST registration number, Name and Address of the Input Service Provider, Class/category under which GST is leviable, SAC Code etc. **The GSTIN of NALCO REFINERY is 21AAACN7449M1Z9.** A copy of the prescribed invoice is attached at Annexure-IV for reference.
- 10.5 Any variation in the rates of GST or inclusion/exclusion of certain services in the GST will be to the account of NALCO.
N.B. The contractor shall be fully and solely responsible to the statutory authorities for compliance of all the provisions of GST Act/Rules, Cenvat Rules relating to GST and other statutory provisions applicable to this work as a service provider.
- 10.6.1 GST claim invoice should be submitted in quadruplicate. Compliance to GST Laws, payment and returns are essence of the contract. The invoicing shall be strictly as per prescribed Invoice with applicable returns.
The contractor claiming GST in GST invoice are essentially required to comply with the provisions of Act relating to filing of returns in GSTR-1 and GSTR-3 by the schedule date i.e. 10th/20th of next month respectively. Based on the invoice and GSTR uploaded, NALCO shall

avail the Input Tax Credit (ITC). In no case, the contractor should alter/reduce/delete the data reported in GSTR-1 without prior written consent of Manager-In-charge.

In case of such non-compliance, any liability to be incurred by NALCO, shall be borne by the Contractor without prejudice to other penal action against the contractor as to be decided by Competent Authority.

10.6.2 Payment of GST is subject to reflection of the party's invoice in GSTR 2A/Anx-2(GST new return) of NALCO.

10.7 DEDUCTION OF INCOME TAX & WORKS CONTRACT(TDS):

10.7.1 Income Tax as applicable at the prevailing rate on the gross amount billed, excluding GST, shall be deducted from the contractor's bills as per section 194C of Income Tax Act.

10.7.2 Works Contract(TDS) shall be applicable in terms of Section 51 of CGST Act.

10.8 DEDUCTION OF CESS UNDER BUILDING & OTHER CONSTRUCTION WELFARE CESS Act.

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

11.0 DECLARATION OF RELATIVES WORKING IN NALCO :

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

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

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

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

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

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

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

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

- (i) For issue of materials within plant boundary wall limit, the contractor shall submit only indemnity bond for the entire value of materials issued to them free of cost as per clause 53 (ix) of GCC.
- (ii) For value of actual material issued on phased manner for outside plant boundary like township, CISF colony etc, the contractor shall furnish Bank Guarantee equivalent to 20% of the value of material actually issued and indemnity bond for 80% value of materials being issued to the contractor.
- (iii) For materials taken out side Alumina plant to the vendor's shop, Bank Guarantee equivalent 100% of the value of the materials will be submitted by the vender before taking out the materials.
- (iv) The Indemnity bond and the Bank Guarantee (from the NALCO's approved bankers) shall remain valid till the material account is totally settled. The Indemnity Bond and BG shall be submitted in the format approved by NALCO.

13.0 SUPERVISION:

- (i) The contractor shall have to work as per direction of the Engineer-in-charge, and shall report to him daily regarding day-to-day progress. The contractor shall give full access to the Engineer-in-charge/ authorized representative of Nalco to inspect day-to-day work executed by the contractor. Besides the contractor shall have to engage his own supervisor to ensure proper workmanship and good quality work, which is a part of the scope of work.
- (ii) If required under prevailing statute, the supervision should be carried out by person holding valid licenses issued by appropriate statutory body.

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

14.1 PRE CONTRACT INTEGRITY PACT:

CLAUSE NO. 14.1 IS NOT APPLICABLE FOR THIS TENDER AND TO BE IGNORED

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

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

14.2 INDEPENDENT EXTERNAL MONITOR (IEM):

CLAUSE NO. 14.2 IS NOT APPLICABLE FOR THIS TENDER AND TO BE IGNORED

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

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

NOT APPLICABLE FOR THIS TENDER

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

- i. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO including that provided by the Bidder. The Bidder will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members/Sub Contractors with confidentiality.
- ii. Tender Inviting Authority is the Nodal Officer for necessary coordination in this regard:
- iii. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall encash the Contract Performance Bank Guarantee/Performance Guarantees, in accordance with Section 6 of Integrity Pact.'
- iv. The Earnest Money shall be valid for nine months beyond validity period of offer. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the OWNER, including warranty period.

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

15.1 TIME OF WORK: The factory timings are as follows:

NAME OF THE SHIFT	DURATION	FROM	TO
"A" SHIFT		06.00 AM	02.00 PM
"B" SHIFT		02.00 PM	10.00 PM
"C" SHIFT		10.00 PM	06.00 AM
GENERAL SHIFT		08.00 AM	05.00 PM
		(LUNCH HOUR 01.00 P.M. TO 02.00 PM)	

16.0 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM:

16.1 SAFETY:

The contractor shall have to take necessary safety arrangements / precautions for the workmen engaged by him and shall be responsible for any First Aid/ Emergency treatment for his

labors/workmen. In addition, the contractor shall have to abide by all fire & safety regulations of the owner. The contractor has to execute the works after taking necessary instruction & clearance from the safety officer, available at Alumina Plant.

16.2 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.

16.3 PERSONAL PROTECTIVE EQUIPMENTS (PPEs):

The contractor shall have to provide all necessary PERSONAL PROTECTIVE EQUIPMENTS (PPEs) like safety shoes, gum boots, helmets, safety goggles, 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.

The Contractors have to issue required personal Protective Equipments (PPEs) to their workmen before start of the job in Alumina Refinery or Township (As given below).

S.No	Personal Protective Equipments	Remarks
1	Industrial Safety Shoe	Compulsory use
2	Safety Helmet	
3	Chemical Safety Goggles	Additional requirement: Depending on the nature of job and areas, the Contractors have to issue PPEs (from Sl. 3 to 15) or “part” to their workmen while at work.
4	Safety goggles for Cutting/welding	
5	Face Shield	
6	Ear Plugs/Ear Muffs	
7	Safety Belt	
8	Cotton Hand gloves	
9	Heat resistant hand gloves	
10	Acid/Alkali proof hand gloves	
11	Acid/Alkali proof Apron	
12	Electric resistant hand gloves	
13	Fire protection apron	
14	Anti-dust mask respirator/Nose mask	
15	Gum boots	

Industrial Safety Shoes:

- i) The Industrial safety Shoes must be oil, acid , alkali, Electric resistant confirming to IS: 15298 Part-2
- ii) The brand & manufacturer of Safety Shoes may be BATA/Allen Cooper/ACME/Liberty/Karam.

Safety Helmet

- i) Industrial Safety helmet as per IS:2925 marking.
- ii) It shall be made of high density polythelene thermoplastics
- iii) It shall have light weight polythelene shell offering protection and comfort
- iv) It shall have strong padded sweat band which would help keeping cool and comfortable.
- v) It shall have head hugging adjustable Chin strap keeping cap snug and securely in place.
- vi) It shall have ratchet suspension system which would permit easy and fast adjustment to head sizes.

Chemical Safety Goggles:

- i) Safety Goggles shall be anti-scratch, anti-fog, distortion free lenses .
 - ii) It shall seal all the sides and protect eyes from chemical splash, dust etc.
 - iii) It shall have elastic band which can be used with the personal spectacles.
- Note: For other PPEs, the Contractors have to ensure that the quality shall be in line with the “IS” standards as far as possible.

- I) 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.
- II) The **Environment, health & safety (EHS) policy** is enclosed. The contractor has to ensure attendance in a training programme for all his contract workers conducted by safety department and obtain a certificate before putting the workers to work front.
- III) The contractor has to adhere to "NALCO's safety code for contractors" while executing the work.
- IV) In case the contractor shows negligence in adherence to the above conditions and results in causing loss to the company properties or causing obstruction for normal movement inside the plant, NALCO may take suitable action as deemed fit and NALCO may sever the business relation with the party.

16.4 Medical Checkup :

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

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

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

16.7 Without prejudice to the right conferred by the Clause 16.5 above for stoppage of work for violating of safety requirements, the contractor shall be liable for penalty up to ₹ 3,000/- for the first violation and up to ₹ 5,000/- for the second violation. For the third violation, he shall be liable to be debarred from further contracts up to a period of one year minimum from the date of completion of jobs in hand.

16.8 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.

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

16.10 ENVIRONMENTAL REQUIREMENTS :

16.10.1 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.

16.10.2 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.

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

- 16.10.4 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.
- 16.10.5 The contractor should ensure that materials/ equipment quoted is manufactured/ supplied through Eco friendly process/ system.
- 16.10.6 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.
- 16.10.7 It will be the responsibility of the contractor to use Eco friendly packing materials.

17.0 SA 8000 REQUIREMENTS :

- 17.1 The contractor shall be responsible to promote awareness on SA 8000 requirements among the workman engaged by them for the subject job and ensure adherence to the compliance as per the provisions laid down in the standard up to the satisfaction of NALCO.
- 17.2 NALCO (Engineer –In-Charge) shall monitor/review the compliance of above requirements by the contractor as per standard periodically and intimate any deviation to the party for compliance.
- 17.3 In case the contractor shows negligence in compliance with above deviations as pointed out by NALCO (Engineer –In-Charge) which resulted in causing loss to the company properties or causing obstruction for normal movement inside the plant, NALCO may take suitable action as deemed fit, like suspension of business or debarring from participating in any future tender of Alumina Refinery.

18.0 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 Contract Labor (Regulation & Abolition) Act 1970, The payment of Bonus Act 1965. The Employees compensation Act 1923, The Employees Provident Fund & Misc. provisions Act 1952, The Employees State Insurance Act 1948, The Payment of wages Act 1936, The Minimum wages Act 1948, The Industrial Disputes Act 1947, The Factories Act 1948, and the Orissa factory Rules and all the rules made there under at his own cost. **The contractor should pay bonus/ex-gratia before Durga puja every year or at the time of full and final settlement if it is a part of the financial year to all his workmen as per the provisions of the payment of Bonus Act 1965.** In case, the contractor has to engage 20 or more workmen at a time on a day, such contractor has to get his establishment registered under the Contract Labor (R&A) Act 1970 and he has to obtain license from the **Office of the Assistant Labor Commissioner (Central) Bhubaneswar in time.** The contractor will be given order to work only after he produces labor license as above. In case of failure of the contractor to comply with any statutory provisions, NALCO as principal employer, shall have the right to withhold the bills and/or security deposit of the contractor and/or take such action as it may be deemed fit.
- ii) The contractor shall ensure that the workers employed by him should not carry excessive weight as per Orissa Factory Rule No.57. No person shall unaided by another person, lift, carry or move by hand or on head any materials, article, tool or appliance exceeding the maximum limit in weight i.e. for Adult Male 55 Kg and for Adult Female 30 Kg.
- iii) The contractor should not engage persons, male or female below 18 years of age and above 60 years of age for the execution of the work awarded to him.
- iv) In case of electrical contracts, the tenderer should have possessed valid electrical contractor's license of MV/HV/EHV as the case may be, issued by licensing authority of government of Odisha, a copy of which shall be enclosed along with the offer.

19.0 PF ACCOUNT AND ESI CODE :**(i) P.F. ACCOUNT CODE :**

The tenderer shall possess independent P.F. "Account Code" from the concerned Regional Provident Fund Commissioner. A copy of evidence in this respect duly attested/notarized shall be submitted along with the tender document.

(ii) ESI CODE :

The Tenderer shall possess an independent ESI code in the name of the establishment, to be obtained from the Regional Director, ESI Corporation, Bhubaneswar, for reporting ESI compliance of the workers engaged by him. A copy of the letter of allotment of ESI code duly attested/notarized shall be furnished as evidence and submitted along with the tender document.

In case the tenderer is already having an independent ESIC code of other state/region, they can participate in the tendering process by submitting the document pertaining to the other state ESIC code.

20.0 PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE:**20.1 WAGES OF THE CONTRACT LABOR:**

- A) The payment of minimum wages to the contractor labors shall be as per the rates notified by the central government, as per the minimum wages act – 1948 and as adopted/circulated by the Nalco management from time to time.
- B) The classified workers in different categories will be as per the notification issued by the central government fixing the minimum wages for above scheduled appointment. Where the minimum wages notified by the government of Odisha is higher than the rates notified by the central government, the government of Odisha rates should apply to concerned scheduled employment as long as the same remains higher than the central government rates. Therefore, the contractor must quote their rates considering the following conditions applicable w.e.f **01.10.2019**:

Sl no	Category	Minimum per day Rate of Wages (₹)					
		Basic Rate of Wage inclusive of weekly OFF	Rate of VDA w.e.f 01.10.2019	Minimum rates of wages inclusive of wages for weekly off and VDA (₹)	Additional Element (₹)	Minimum wage including additional element per day (₹)	Canteen Subsidy (₹)
1	USW	350.00	53.00	403.00	32.00	435.00	12.00
2	SSW	437.00	66.00	503.00	32.00	535.00	12.00
3	SW	523.00	80.00	603.00	32.00	635.00	12.00
4	HSW	610.00	93.00	703.00	32.00	735.00	12.00

The additional element of ₹32/- (**rupees thirty two**) per day indicated above would qualify for all statutory payments, which are linked to wages like PF and other benefits, so that the rates quoted by the bidder should include the same.

- D) In addition to minimum wages, an amount of ₹12/- (**rupees twelve**) per day as indicated above shall be payable to each contract laborer towards canteen subsidy and this will be paid by the contractor concerned which will qualify for deduction of provident fund and other statutory deductions as applicable.
- E) The minimum wage as notified by the chief labor commissioner (central) has a variable component as special allowance which is linked to average AICPI for industrial workers, which keeps on changing every six months. The contractor has to absorb all such variations due to increase in minimum wage in their quoted price, and no claim whatsoever on this account shall be entertained.

20.2 In case price variation clause (PVC) towards changes in labour charge is applicable, for increase in minimum wages of the workers, the differential wages and associated components will be reimbursed based on actual payment to the labourers, excluding OT amount claimed.

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

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

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

21.0 RECOVERY TOWARDS COMPENSATION FOR DELAY :

In case the contractor fails to complete the work within the stipulated period, the contractor shall be liable for a penalty @ 1% (one) of the contract value per week of delay subject to a maximum of 10% (Ten) of the value of the contract unless otherwise indicated in Special Conditions of Contract.

22.0 ARBITRATION :

The clause No.87 of General Conditions of contract shall be applicable incase of any dispute or difference whatsoever, which at any time may arise.

23.0 TERMINATION OF CONTRACT :

If the performance of the successful bidder is found unsatisfactory during the period of contract, the contract will be terminated with short notice and the same shall be carried out by any other of the successful bidder / agency at the risk & cost of the contractor. Other penal actions such as forfeiture of EMD and Security Deposit and debarring the contractor for participating in future tenders of NALCO may also be taken.

24.0 GENERAL INFORMATION :

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

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

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

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

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

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

- a. Bidder having highest average turnover during last three financial years shall be preferred.
- b. The existing contractor / latest contractor executing the same contract satisfactorily shall be preferred.

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

- 24.6 The bidder is required to give the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc. where they are having financial / professional stakes and also give a certificate if any such firm / agency are participating in the subject tender.
- 24.7 Bidders are requested to quote their best prices considering the fact that price negotiation if required may be held with lowest bidder only.

25.0 MODE OF SUBMISSION, RECEIPT AND OPENING OF TENDER :

- 25.1 All covering letters & information are to be included in the offer.
- 25.2 The tender duly **digitally signed** should be **uploaded online in web site www.eprocure.gov.in**. The Bidders are advised to fill up the prescribed Formats available in the tender document as Annexures and Appendices as per requirement with no deviations to the specific requirements, terms & conditions and upload the complete set of Tender documents duly **signed** on the bottom of each page along with a forwarding letter addressed to the DGM (Tender & Contracts), ALUMINA REFINERY, NALCO, DAMANJODI, **for uploading in the online tendering portal.**
- 25.3 **In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet only (Annexure-VII).** Please be informed that only deviation statement will be evaluated and considered.
- 25.4 **Deviation(s) listed at any other place shall not be considered at all and shall not be binding on NALCO.** The tender shall be evaluated based on the deviation statement and no claim whatsoever shall be entertained irrespective of bidder has accepted this particular clause or not.
- 25.5 Financial implications of the agreed deviation as per assessment of NALCO will be loaded on the price quoted by the bidder. Deviation not accepted by NALCO will have to be withdrawn by the bidder otherwise such bids may be disqualified/rejected.
- 25.6 **Tenders are to be uploaded in the e-procure web site** on or before time & date specified at **Sl. No. 9** of Page-4 of tender document. The PART-I bids in case of two part tendering and Single part bid in case of LTE tendering shall be opened at the time & date specified **Sl. No. 10** of Page-4 of tender document.
- 25.7 In the event of the office remaining closed on the Bid opening date, tenders will be opened on the next working day as per the convenience of the concerned officials.
- 25.8 The validity period of the offers submitted by the bidders shall be as indicated at Sl. No. 11 at Page-4 from the date of opening of Tender. However, NALCO reserves the right to defer the date of tender submission & 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 submission & opening date. In such case, validity period of the offer shall be reckoned from the extended date of opening of tender. **Any Addendum/Corrigendum to the tender shall only be uploaded in the e-procure web site and separate information shall not be sent to the bidders by NALCO.**

- 25.9 The price bids of technically qualified bidders shall only be opened on a later date. The date & time of opening of price bid shall be intimated to the qualified bidders ONLINE through e-procure site / personal intimation. The price bids shall also be opened ONLINE.
- 25.10 All the supporting documents uploaded with the offer should be attested by a Gazetted Officer or Notary Public and each page is required to be signed by the bidder or by their authorized representative.
- 25.11 **The tenderer shall ensure submission of complete information / documents in the first instant itself. Nalco reserves the right to evaluate the offer based on the details furnished by the bidders on the scheduled date of tender submission without seeking any subsequent additional information. If at all shortfall documents are sought from the bidders, bidders are required to submit shortfall documents only pertaining to the technical credentials already submitted in the first instant. Fresh work experience credentials (e.g. work orders/work completion certificates) may not be considered for evaluation of the bids.**

26.0 EVALUATION OF BIDS :

- 26.1 The price bids shall be evaluated to arrive at the lowest (L-1) bidder as indicated at clause no: 24.5 above.
- 26.2 Loading of Amount for the agreed deviation shall be done on the Price Bids.
- 26.3 NALCO reserves the right to use in-house data / information for evaluation of bids if felt necessary.
- 26.4 In case of discrepancies, the original tender document uploaded online by T & C Department, Alumina Plant shall be treated as authentic & binding for all purposes.

27.0 ACCEPTANCE OF TENDER:

- 27.1 **Vendors may note that, any pending case or conviction by a Court of Law or indictment / adverse order by regulatory authority against the person, company or against any sister concern which relates to a criminal offence would constitute disqualification'**
- 27.2 ***A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. NALCO / Consultant shall respond to such queries within a reasonable time.***
- 27.3 NALCO reserves the right to award the work in parts between two or more agencies if considered expedient. The quoted rates shall hold good for such an eventuality. Reference is also invited to clause 9 of General conditions of contract.
- 27.4 Bidders may note that, Letter of Acceptance or work order issued to them is based on acceptance of their offer. Bidder should return a copy of the same duly signed by the authorized representative as a token of acceptance of the letter of letter of acceptance / work order within seven days of issue failing which it will be deemed to have been accepted by the bidder.

28.0 OTHER TERMS & CONDITIONS :

- 28.1 If found suitable, Preference for engagement of labors under NALCO's contractors establishment may be given to the land affected persons.
- 28.2 The contractor has to dismantle the structure constructed by him for the purpose of office-cum-store on completion of the contract as per the provision of GCC clause no.2.4.2. If the same is not dismantled within two months of completion of contract he will not be issued any tender paper

- or will not be allowed to participate in any tender including with-holding of final bill besides initiation of other contractual/legal action as deemed fit against the contractor.
- 28.3 The contract shall be subject to the provisions of GCC save those provisions of GCC, which are superseded by the above clauses under instruction to Bidders.
- 28.4 ***The bidder should indicate valid e-mail ID under Annexure-III (DECLARATION BY THE BIDDER) enclosed.***
- 28.5 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
 - Drawings
 - Special Conditions of Contract
 - Instruction to Bidders
 - General Condition of Contract
 - Relevant Indian Standards
- 28.6 If any alteration or modification to the tender document is done by the bidder, the offer shall be ignored.
- 28.7 If any bidder is having any unauthorized structure / occupation inside Nalco Township / Plant, their offer may not be considered for evaluation and shall be liable for rejection.
- 29.0 **CONDITIONS FOR DEBARRING / BANNING OF BUSINESS WITH A CONTRACTOR/ TENDERER:**
- NALCO reserves the right to debar a tenderer/contractor from participating future tenders of NALCO or banning of business with NALCO, as deemed fit, along with forfeiture of EMD & SD under the following (but not limited to) conditions***
- 29.1 **Withdrawal of offer** after the last day & time of tender submission and within the offer validity period.
- 29.2 **Failure to mobilize for the work** - The contractor does not mobilize and start work on the scheduled date or within reasonable period.
- 29.3 **Failure to adhere to the time schedule of work** - Time schedule indicated by executing engineers will be compiled every week and default in adhering to schedule will have to be reported to HOD for necessary action. Depending on the plant requirements HOD may initiate debarring proposal.
- 29.4 **Failure to maintain required quality of work** - If the quality rating is less than 50% at any instance, subsequent fortnightly rating will be done and if the same is less than 50%, it will be construed as a failure.
- 29.5 **Failure to make labour payment** on time at least twice in a contract.
- 29.6 **In case of any serious offence committed by the party: e.g.- sabotage, fraud, theft of company property etc. any time during execution of work, debarring process starts immediately.**

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SCOPE OF WORK

NAME OF WORK: CONSTRUCTION OF ROOM FOR BATTERIES OF ROOF TOP SOLAR UNITS AT D.M. PLANT IN S.P.P, NALCO, DAMONJODI.

Dismantling of PCC, RCC and tarfelt.

Disposal of debris.

P/L of PCC, RCC and Brick Works in super structures above ground level up to 3rd floor.

Fixing of M.S. railings, columns, trusses, purlins, gratings and guard bars, windows, grills, doors and CGI sheets.

P/L of ceramic tiles and Kota stones in floors and dados.

P/L of plaster, painting .

P/F of glasses.

SPECIAL CONDITIONS OF CONTRACT

NAME OF WORK: CONSTRUCTION OF ROOM FOR BATTERIES OF ROOF TOP SOLAR UNITS AT D.M. PLANT IN S.P.P, NALCO, DAMONJODI.

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in conjunctions with the General Conditions of Contracts, specifications of work, drawing and any other document forming part of this contract whenever the context so requires.
- 1.2 Notwithstanding the sub-divisions of the documents into these separate section and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 1.3 Where any portion of the Special Conditions of Contract is repugnant to or at variance with any provisions of the general conditions of contract then unless a different intention appears, the provision of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract only to the extent such repugnancies or variation in the Special Conditions of Contract as are not possible of being reconciled with the provisions of General Condition of Contract.
- 1.4 The materials, design and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the standard codes and Specifications, those additional requirements shall also be satisfied.
- 1.5 Whenever 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 own cost and the contract process shall be deemed to have included cost of such performances and provisions, so mentioned.
- 2.0 The agency is advised to visit the site of the work before quoting for the same.

3.0 SCOPE OF SUPPLY

3.1.1 OWNER'S SCOPE OF SUPPLY

Owner shall issue only the following materials on non-chargeable basis for incorporation in permanent works under this contract if not otherwise specified in the Bill of Quantity.

FREE ISSUE OF MATERIAL	Unit	Quantity	Rate in Rs.	Amount in Rs.
Structural Steel	MT	4.5	45,000.00	2,02,500.00
Steel	MT	1.50	45,000.00	67,500.00
Ash Bricks	NO.S	8800	4.50	39,600.00
Cement	MT	11.00	5000.00	55,000.00
CGI Sheets	MT	0.800	50000.00	40,000.00

Total = Rs. 4,04,600.00

These items will be issued free of cost to the contractor at Owner's stores or at any other issue point of NALCO (M&R) Complex.

Surplus cement or any other material issued but not accounted for and/or not returned by the contractor shall be charged to contractor at the double the average landed cost.

Water and Power supply for the work will be given by NALCO free of cost at the nearest available point.

3.2.0 CONTRACTOR' SCOPE OF SUPPLY

All materials (except as indicated above), consumables, plants, equipments necessary for completion of the work shall be procured and supplied by the contractor at his own cost. Work will be executed at all heights above ground level.

Contractor is required to submit the indemnity Bond of **Rs 4,04,600** for this work before drawing the Free Issue Material.

4.0 TIME OF COMPLETION

04.1 The work shall be executed within the time period of **04 (FOUR) calendar months** as mentioned in the Notice Inviting Tender. The work shall have to be executed on an emergency basis depending on the availability of front. Accordingly, the agency may be required to engage labour and workmen on round the clock basis even on Sundays and holidays if required.

The Agency shall draw up a schedule for completion of work and shall get it approved by the Engineer-In-Charge before beginning of the work .

05.0 RECONCILIATION OF MATERIALS

05.1 On completion of work, the contractor shall submit "Material Appropriate Statement" for all materials whether issued by the owner .Every month Contractor shall submit an account for all the materials in the proforma as prescribed by the Engineer-In-Charge. All unused and scrap material shall be the property of the owner and shall be returned by the contractor at his own cost to the storage points designated by the Engineer-in-Charge. Contractor shall make his own arrangements for weighting/measuring the surplus material to be returned to the stores.

05.2 If the contractor fails to return the surplus materials as aforesaid, the owner will charge the contractor for such unreturned surplus material at penal Rates i.e. double the average landed cost at the time of preparing final bill which will be deducted from whatever amount is due to the contractor or from his security deposit if he has already been paid in excess.

06.0 MEASUREMENT OF WORK

06.1 Payment will be made on the basis of joint measurements, taken by Contractor and Certified by Engineer-in-Charge and recorded in measurement sheets.

06.2 Whenever work is executed based on instructions of Engineer-In-Charge, physical measurements shall be taken by contractor in then presence of Engineer-In-Charge.

06.3 Measurement of weights shall be in Metric Tons, correct to the nearest kilograms. Linear measurement shall be Meters, correct to the nearest centimeter.

07.0 ENVIRONMENTAL CRITERIA

07.1 The contractor must ensure proper disposal of all scrap, surplus construction material and debris etc at designated places and/or return to store as the case may be.

07.2 SINCE THE WORK IS INSIDE PLANT PREMISES, THE SAFETY OF ALL STAFF & WORKMEN IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ACCORDINGLY THE CONTRACTOR HAS TO ISSUE ALL SAFETY APPLIANCES TO THE STAFF AND WORKMEN.

0.7.3 The debris generated from the work will be disposed in low laying areas inside the plant / Township as per direction of Engineer-In-Charge.

8.0 Labour payment shall be made as per directions issued by HRD department , and a certificate to that effect duly certified by plant (HRD) department shall be submitted along with RA Bill. For regular employee's monthly salary statement and PF deduction document shall be submitted along with each RA Bill.

9.00 Work may be carried out in DM plant or any other location as directed by Engineer-in-charge.

10.0 SAND TO BE USED FOR THE WORK SHALL BE OF NAWRANGPUR QUALITY SAND ONLY.

11.0 CLMS and SA 8000 compliances to be ensured.

12.0 USE OF CLMS ONLINE PORTAL BY CONTRACTORS:

It is compulsory for the contractor to use the online CLMS (Contract Labor Management System) portal of NALCO for various contractual activities like registration of the contractor , updating the database of the contractor and workmen ,Worker allocation, Safety clearance, Application for issue of gate pass, Application for labor license , Application for issue of certificate from principal employer, Application for obtaining License from Central Labor Department, Preparation of monthly wage sheets, Worker wage fixation, Worker attendance updating, Issue of wage slips to contract work-man, Generation of Employment cards, Preparation and filing of returns and Maintenance of statutory registers etc. For any difficulty in the process, the contractor may contact the plant HRD for required support in the matter.

13.0 The proposed man power that may be deployed for this work is mention in the table given below .However based on requirement alteration to the same may be made.

Category wise deployment of contract labours for the existing contracts & proposed for new contract.	USW	SSW	SW	HSW
	(Proposed)	(Proposed)	(Proposed)	(Proposed)
	10	3	2	---

However, there shall be no regular deployment of labour being a one time Contract.

ANNEXURE – IV

TAX INVOICE

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

Details of Supplier

Name
Address

GSTIN/Unique ID

ORIGINAL FOR RECIPIENT
DUPLICATE FOR TRANSPORTER
TRIPLICTE FOR SUPPLIER

Date :
Inv serial No. :

Details of Recipient (Billed to)

Name
Address

State
State Code
GSTIN/Unique ID

Details of Consignee (Shipped to)

Name
Address of delivery

State
State Code
GSTIN/Unique ID

Place of supply:
Name of State:

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

E. & O.E

Electronic Reference Number

Name of the Signatory
Designation / Status

Note:

Signature

Note:

1. In case of Supply of service, the tax invoice shall be as follows: "ORIGINAL FOR RECIPIENT", "DUPLICATE FOR SUPPLIER".
2. The tax invoice can be signed with digital signature also.
3. In case of unregistered recipient where the value of the taxable supply is less than INR 50,000/-, name and address of the recipient and the address of delivery, along with the name of the State and its code shall be recorded in the invoice if he requests for the same.
4. Where an invoice is required to be issued under section 31(3)(f) of the CGST Act, a registered person may issue a consolidated invoice at the end of a month for supplies covered under section 9(4), the aggregate value of such supplies exceeds rupees five thousand in a day from any or all the suppliers.
5. The information in red colour indicates the changes as per Notification No. 10/2017 - Central Tax dated 28th June, 2017 as compared to rules finalised by the GST Council on 18.05.2017
6. The information in green colour indicates the words removed as per Notification No. 10/2017 - Central Tax dated 28th June, 2017 as compared to rules finalised by the GST Council on 18.05.2017



NATIONAL ALUMINIUM COMPANY LIMITED
ALUMINA REFINERY, DAMANJODI

ENVIRONMENT, HEALTH & SAFETY POLICY

WHILE COMMITTING TO THE CORPORATE ENVIRONMENTAL & OHS POLICIES OF NALCO, ALUMINA REFINERY, DAMANJODI, RESOLVES TO PROTECT AND MAINTAIN A GREEN AND CLEAN ENVIRONMENT AND MAINTAIN SAFE & HEALTHY WORK ENVIRONMENT WHILE CONTRIBUTING TO SUSTAINABLE SOCIO-ECONOMIC DEVELOPMENT OF THE REGION THROUGH ITS ACTIVITIES.

GUIDING PRINCIPLES:

- Prevent pollution and protect environment through optimum resource utilization, minimization of emission, efficient waste management and development of green belt in and around our plant.
- Prevent injury & ill health by implementing safe & healthy working practice.
- To develop among our employees and surrounding community an awareness of EHS responsibility and its adherence to sound EHS practices.
- To continually improve and redesign systems, processes and practices in order to improve the EHS performance.
- To comply with all applicable EHS Legislation and other requirements to which Alumina Refinery subscribes.

COMMITMENT:

We commit ourselves to EHS Management System for Prevention of Pollution, injury & ill health and to adhere to all legislative and other requirements and continual improvement.

11.05.2011

CHIEF EXECUTIVE OFFICER &
EXECUTIVE DIRECTOR (M&R)



SOCIAL ACCOUNTABILITY POLICY(SA 8000)

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

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

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

This policy is communicated and understood within the organization.

Date: 01.12.2019

Sd/-

Chairman-cum-Managing Director

SA 8000 REQUIREMENTS

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

Deputy General Manager (HRD)

AGREEMENT

CONTRACT AGREEMENT FOR THE WORK OF.....

....., (vide WO No:T&C/AR/03/...../W-....., Dated: ... /..... / 200), Dated: /..... /..... (.....day of the month of of the year Two Thousand) between M/s.....in the town of hereinafter 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, sub-soil, 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 situation, 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 & things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completions of 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 from part of this contract though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

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:

- 1. 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, 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 form or may be reasonably necessary for the completion of the said works and at the said in the manner subject to the terms and conditions or stipulations mentioned in the contract.
- 2. 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 such contract, payment to be made at such time and in such manner as provided for in the contract.

AND

3. In consideration of the due provision, 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 consumable 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 specifically 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 specially 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 simplicator and shall not have any claim, right, title or interest in the site or the structures 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 Engineer-in-Charge.

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

Signed and delivered for and
on behalf of Owner

(M/s.National Aluminium Co. Ltd.)

Dated..... Place.....

Place.....

In presence of Two witnesses

1.

2.

Signed and Delivered for and
on behalf of Contractor

(M/s.....)

Dated.....

In presence of Two witnesses

1.

2.

LIST OF NALCO APPROVED BANKS

SCHEDULED PUBLIC SECTOR BANKS (INDIA)

1. Allahabad Bank
2. Andhra Bank
3. Bank of Baroda
4. Bank of India
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Oriental Bank of Commerce
13. Punjab and Sind Bank
14. Punjab National Bank
15. State Bank of India
16. Syndicate Bank
17. UCO Bank
18. Union Bank of India
19. Vijaya Bank

SCHEDULED PRIVATE SECTOR BANKS (INDIA)

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