



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/eC-3024

Dated: 15-05-2026

Name of the Work: "EXTENSION OF LIME GODOWN AT 56 AREA, ALUMINA REFINERY, NALCO, DAMANJODI".

Dear Sirs,

With reference to above, you are requested to submit your best competitive offer for above referred work as specified in the enclosed documents, considering all the terms, conditions and specifications etc. in online mode/e-mode at e-procurement site of CPP Portal (www.eprocure.gov.in).

The **EMD** 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 will be liable for rejection. The Bidders shall also have to upload the scan / pdf copy of RTGS / NEFT / Crossed Demand Draft / Banker's Cheque / Bank Guarantee / **Electronic Bank Guarantee** towards EMD along with the Online offer. In case you are claiming exemption from payment of EMD, the valid supporting documents for claiming the exemption (ref clause no: 6.0 of Annexure-AA) must be uploaded along with the Online offer, failing which the offer will be liable for rejection.

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

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 / pdf Copy), as per details, indicated at clause no:25.0 of Annexure-AA. For SINGLE PART BID TENDER, the tender notice is being published for information only and is not an open invitation to quote in the limited tender. Participation in the tender is by invitation only and is limited to NALCO's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with NALCO as per procedure.

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.
3. **EMD / EMD exemption certificate (scanned copy) is to be uploaded in CPP Portal along with offer.**

Thanking you.

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

General Manager (T&C)

I N D E X

SL.NO	DESCRIPTION	DETAILS	PAGE NO:
1	COVER PAGE		1
2	INDEX		2
3	CHECKLIST FOR BIDDERS		3
4	SALIENT CONTRACT SPECIFICATIONS	-----	4
5	INSTRUCTION TO BIDDERS	Annexure-AA	5 to 25
6	SCOPE OF WORK (SOW)	Annexure-IA	26
7	SPECIAL CONDITIONS OF CONTRACT (SCC)	Annexure-IB	27 to 29
8	SAMPLE OF GST INVOICE	Annexure- IV	30
9	ENVIRONMENT POLICY	Annexure- VIII	31
10	OCCUPATIONAL HEALTH & SAFETY POLICY	Annexure- IX	32
11	SA- 8000 POLICY AND REQUIREMENTS	Annexure- X	33
12	QUALITY POLICY	Annexure- XIII	34
13	PROFORMA FOR BANK GUARANTEE / eBG FOR EMD (<i>applicable only for EMD of Rs one lakh or more</i>)	Annexure- XI	35 to 36
14	FORMAT FOR EXECUTION OF AGREEMENT	Annexure- XII	37 to 38
15	LIST OF NALCO APPROVED BANKS	-----	39
16	MINIMUM WORKABLE RATES FOR DIFFERENT CATEGORIES OF CONTRACT LABOURER	Annexure- XIV	40
17	BOQ & PRICE BID FORMAT (<i>attached separately in excel format</i>)	Annexure- II	1 to 6
18	DECLARATION BY BIDDER	Annexure- III	1 of 18
19	BANK MANDATE FORM	Annexure- V	2 of 18
20	UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS	Annexure- VI	3 of 18
21	EXCEPTION/DEVIATION STATEMENT	Annexure- VII	4 of 18
22	FORMAT FOR DECLARATION OF BIDDER'S RELATIVES IN NALCO	Appendix-I & II	5& 6 of 18
23	FORMAT FOR PRESENT COMMITMENTS OF THE BIDDERS (NOT APPLICABLE FOR THIS TENDER)	Appendix-III	7 of 18
24	PROPOSED SITE ORGANISATION	Appendix-IV	8 of 18
25	FORMAT FOR DECLARATION FOR PREFERENCE TO MAKE IN INDIA	Appendix-V	9, 10 & 11 of 18
26	FORMAT FOR DECLARATION ON RESTRICTIONS FOR COUNTRIES SHARING LAND BORDER WITH INDIA	Appendix-VI	12,13&14 of 18
27	FORWARDING LETTER AND UNDERTAKING	Appendix-VII	15 of 18
28	MANDATORY INFORMATION OF THE BIDDER	Appendix-VIII	16 of 18
29	ANTI-PROFITEERING DECLARATION FORMAT (TO BE SUBMITTED WITH BID)	Appendix-IX	17 of 18
30	List of Independent External Monitors(IEMs) of NALCO	Appendix-X	18 of 18
31	Pre Contract Integrity Pact (<i>attached separately in pdf format</i>)	Annexure- ID	duly filled up, seal n sign of authorized person with witness).
32	SETTLEMENT, MEDIATION & ARBITRATION CLAUSE (<i>attached separately</i>) 1 to 9 pgs.	Annexure- IF	Applicable
33	GCC of NALCO (Enclosed separately)		Applicable

Attached Separately in pdf format as "Annexure, Appendices and Deviation Statement to be filled up by the bidders" (18 pages in total)

CHECKLIST FOR BIDDERS

Sl. No.	Description	Submitted/ Not submitted	Remarks
1.	EMD Amount in form of RTGS/NEFT/DD/BC/BG/eBG as per NIT specification / Copy of EMD exemption Certificate like UDYAM/NSIC.	Yes / No/ NA	
2.	Copy of Power of Attorney of the signatory of the bid, if signed by other than proprietor	Yes / No/ NA	
3.	Pre-Contract Integrity Pact duly filled in & signed in all pages	Yes / No/ NA	
4.	Tender Document duly digitally signed	Yes / No/ NA	
5.	Declaration form duly filled in & signed by authorized signatory of Bid	Yes / No/ NA	
6.	Undertaking letter on downloaded tender documents duly filled in & signed by authorized signatory of Bid	Yes / No/ NA	
7.	Deviation from NIT terms & conditions are listed in Deviation Sheet only & signed by authorized signatory of Bid	Yes / No/ NA	
8.	Appendix I & II regarding relatives in NALCO duly filled up	Yes / No/ NA	
9.	Appendix V regarding declaration for preference in Make in India Policy	Yes / No/ NA	
10.	Appendix VI regarding declaration for not sharing land border with India	Yes / No/ NA	
11.	Appendix VII regarding forwarding letter and undertaking	Yes / No/ NA	
12.	Appendix VIII regarding mandatory information of the bidder	Yes / No/ NA	
13.	Appendix IX regarding anti-profiteering declaration to be submitted with bid	Yes / No/ NA	
14.	Annexure-IO regarding declaration on Integrity	Yes / No/ NA	

NA: NOT APPLICABLE

NOTE:

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



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SALIENT CONTRACT SPECIFICATIONS

1.	NAME OF THE WORK	EXTENSION OF LIME GODOWN AT 56 AREA, ALUMINA REFINERY, NALCO, DAMANJODI
2.	LOCATION OF THE WORK	AT PLANT PREMISES
3.	TENDER REFERENCE	T&C/AR/03/eC-3024
4.	CONTRACT PERIOD	24 Months
5.	MODE OF TENDERING	LTE with Reverse Auction (RA will be conducted as per terms & conditions of CPP Portal)
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. 80,000/-
8.	TENDER FEE	NOT APPLICABLE
9.	TENDER SUBMISSION DATE / TIME (Ref. clause 25.6 of Annexure-AA)	On or before: 29-05-2026 10:00 AM
10.	TENDER OPENING DATE / TIME (Ref. clause 25.6 of Annexure-AA)	On Date: 30-05-2026 10:00 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)	Not Applicable
13.	INDEMNITY BOND VALUE (As per clause no. 12.2 of Annexure-AA)	Rs. 64,98,057/- (Ref Cl No. 2.1 of Annexure-IB)
14.	DEFECT LIABILITY PERIOD (Ref clause 7.0 of Annexure-AA).	12 Months (Ref Cl. No. 7 of Annexure-IB)
15.	The values of L ₀ applicable	W.e.f. 01.04.2026, as per HRD circular (Refer Annexure-XIV).
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
20.	APPLICABILITY OF GST RCM	NOT APPLICABLE
21.	Service Accounting Code (SAC)	995413
22.	PRE-CONTRACT INTEGRITY PACT (ref. clause nos. 14.1 & 14.2 of Annexure- AA)	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 can be quoted in decimal digits also. Decimal digits beyond two will be rounded off as per CPPP price bid.
- 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. 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. The bidder must provide written clarification including detail price analysis of its bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bid documents. However, if after evaluating the price analysis, Nalco determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, then Nalco may reject the bid. Nalco also reserves the right to award the job/cancel the tender without seeking clarification or receiving clarification from the L-1 bidder about the price reasonability.
- 3.0 QUANTITY VARIATION:**
- (i) **Item rate contracts:** Tentative quantities are mentioned in the Price bid format (Annexure-II), however quantities may vary widely depending on the job requirements. 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 Sl no: 4 of Page-4 from the effective start date mentioned in the work order. Time period of completion of individual items may be decided jointly by EIC and contractor, which shall be adhered to by the successful bidder.

5.0 TENDER FEE : NOT APPLICABLE

6.0 E.M.D :

6.1 The contractor shall deposit Earnest Money for an amount as stipulated at page no. 4 of the tender document in the form of RTGS /NEFT/ 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 Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) 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 EMD through UDYAM, must submit their UDYAM Registration Certificate duly verified & certified by the concerned General Manager, DIC. Medium Enterprises as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) does not come under this exemption and shall submit the EMD. 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 RTGS/NEFT/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 only (Annexure-XI) for an amount of Rupee One lakh or more only.**

NOTE: The payment towards EMD as applicable shall be made as per the following Bank Details.

Sl No	Bank Details	
1	State Bank Of India	Damanjodi
2	IFSC CODE	SBIN0006908
3	Bank Account No	10838944090

* **Electronic Bank Guarantee (eBG) through NeSL shall also be accepted in the prescribed proforma (Annexure-XI) only for an amount of Rupee One lakh or more only. EMD eBG submitted in any other format is not acceptable.**

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

(i)	Income Tax PAN	AAACN7449M
(ii)	Name	National Aluminium Company Limited
(iii)	Date of Incorporation	07-01-1981
(iv)	Email ID	amit.sheopure@nalcoindia.co.in
(v)	Contact Number	9437084961
(vi)	Legal Constitution	Entity
(vii)	Registered office address	Nalco Bhawan, P/1, Nayapalli, Bhubaneswar
(viii)	Registered office address pin code	751013
(ix)	Communication address	Nalco Bhawan, P/1, Nayapalli, Bhubaneswar
(x)	Communication address Pin Code	751013
(xi)	Beneficiary Bank Account Number	10838944090
(xii)	IFSC Code	SBIN0006908
(xiii)	Business Unit Code – For EMD BG	1200
(xiv)	Tender No.	T&C/AR/03/eR-3024

- 6.2 The bidders shall have to upload the scan copy of receipt for payment by electronic mode/DD/BC/BG/ **eBG** towards cost of Earnest Money Deposit along with the offer and the said copy of receipt for payment by electronic mode/DD/BC/BG/ **eBG** 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 GM, 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/ **eBG** submitted against EMD shall be valid for six months from the date of opening of the tender.**
- 6.4 (i) MSEs having Udyam no. shall also submit supporting documents such as Udyam 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.

6.5 **EMD, if submitted in the form of Bank Guarantee, shall only be in the latest format of NALCO as enclosed at Annexure-XI. EMD Bank Guarantee submitted in any other format is not acceptable.**

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 (excl GST) or actual value of the work done (excl GST) 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 (excl GST) (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 8.5.

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/ LOA. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.

8.4 Contractor can furnish the initial or total security deposit amount in the form of (a) Demand Draft or (b) a Bank Guarantee from any scheduled bank in the prescribed proforma. **If submitted in the form of BG, the latest Bank Gurantee Format for Security Deposit shall be collected by the contractor from the Engineer-in-charge after award of the contract. The Bank Guarantee Format for Security Deposit available at Page-75 & 76 of NALCO's GCC may be ignored, as the same has been superseded by the latest format.**

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

8.6 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

8.7 **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.

- 8.8 The Earnest Money Deposited with the tender, by the successful bidder if paid in the form of RTGS/NEFT/DD/ PO/ BC shall be adjusted towards Initial Security Deposit.
- 8.9 The security deposit will be released after successful completion of the defect liability period on certification of Manager-in-charge / Engineer-in-Charge. In case the DLP is NIL, the Security Deposit will be released on certification of Manager-in-charge / Engineer-in-Charge.

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, the amount passed will be paid after retaining the balance security deposit as per clause no. 8.2 of *Annexure-AA*, 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.

- 9.7 After award of contract, Contractor may use NALCO's online application **eSaukarya (eMeasurement Book (eMB) & eBill Application)** for submitting measurement books and bills in respect of job carried out by them. This application provides online processing of Measurement Book & Bill, tracking movement of bills, status of bill payment etc. to respective contractor. This application also provides alert & mail at important events / stages.

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

All the service contractors may submit their eMeasurement Books and eBills through this application. The user manual is available for the authorized contractors in the portal.

10 **TAXES & DUTIES :**

- 10.1 **The Rates indicated in Annexure-II (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 GST shall be payable extra at applicable rate subject to the fulfillment of the following condition:

- 10.4.1 The contractor must have a valid/active GSTIN at the time of supply.

- 10.4.2 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 contractor shall issue

- GST invoices in quadruplicate as per statutory provision of GST ACT (see rule 46 of CGST Act 2017) in the name of NALCO having GSTIN 21AAACN7449M1Z9. A sample copy of the prescribed invoice is attached at Annexure-IV for reference.
- 10.4.3 Contractor has to raise separate bill for each invoices and EIC has to clear accordingly instead of clubbing the multiple invoices in to a single RA bill for easy availment of credit by NALCO.
- 10.4.4 The Contractor has to file in the GST portal, exactly the same details as had been mentioned in the GST invoices submitted to Nalco. In case of mismatch of details of invoices in GST portal vis-a-vis those submitted for processing of payment, payment may be subject to required deductions.
- 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 any non-compliance by the Contractor, NALCO being the service receiver reserve the right to recover any liability to be incurred by NALCO which shall be borne by the Contractor without prejudice to other penal action against the contractor as may be decided by Competent Authority.
- 10.6.2 Payment of GST is subject to reflection of the party's invoice in GSTR 2A/Annex(GST new return) of NALCO including cases where suppliers are required to file returns on a quarterly basis.
- 10.6.3 The anti-profiteering provisions of GST Act mandate that any reduction in tax rates or benefits of input tax credits be passed on to the service recipient by way of commensurate reduction in prices. Vendors to take note and pass on such benefits to NALCO. In this regard, the bidders should upload duly filled up and signed declaration as per page 17 of 18 of [Appendix-IX](#) with their bid.
- 10.6.4 Supplier/Contractor needs to submit a certificate under Section-171 of CGST Act, 2017 before or at the time of submitting final bill against the contract/work order/purchase order to the effect that anti profiteering measure has been complied with. The certificate needs to contain the following:
"Commensurate benefit of reduction in rate of tax or benefit of input tax credit in the Purchase Order/Work Order/Contract No Dt has been passed on to NALCO."

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.
- 10.7.3 ***For supply contracts/purchase order/supply portion of LSTK:***
NALCO being buyer (under section 194Q inserted in the Income Tax Act, 1961 vide Finance

Act 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Crores during the last Financial Year, will deduct TDS under section 194Q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year.

Accordingly, Vendors/Sellers are not to collect tax at source under section 206C (1H) of the Act w.e.f. 01.07.2021, in case provisions of section are applicable to them.

The above is as per the current statute and is subject to modification(s) based on amendments/notifications under Income Tax Act, 1961, from time to time.

10.7.4 **For Other Contracts/Orders:** Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.

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

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-XII (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 GM(T&C), T&C Department, NALCO, Damanjodi within 10 days of receipt of Work order. If the agreement is not executed by the contractor within the time as stipulated above, NALCO reserves the right to cancel the contract.

14.1 PRE CONTRACT INTEGRITY PACT :

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.

Integrity Pact is deemed as a part of contract and the parties are bound by its provision.

14.2 INDEPENDENT EXTERNAL MONITOR (IEM):

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

IEMs may be contacted only for matters relating to the Integrity Pct. All other queries of general nature, on terms and conditions etc. may be referred to an executive of the company, whose name & contact details are mentioned in the tender at Appendix-X.

Refer Appendix-X for list of IEMs of NALCO (with their contact details) in terms of Integrity Pact (IP) which forms part of the NALCO Tenders/Contracts.

The list of present three IEMs of NALCO also given below:

(i) Mr. Hare Krushna Das, IAS (Retd.)

E-mail: hkdash184@hotmail.com

(ii) Shri Prashant Kumar Jha, IFoS (Retd.)

Email: pkjhaforest@yahoo.co.in

(iii) Shri N. Shanker Reddy, IPS (Retd.)

Email: shankerreddyips@gmail.com

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.

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	<u>Additional requirement:</u> 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 severe the business relation with the party.

16.4 Medical Checkup :

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

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

- 16.6** The contractor shall be fully responsible for accidents caused due to him or his agents workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensations for injuries.
- 16.7** Without prejudice to the right conferred by the Clause 16.5 above for stoppage of work 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.
- v) All labour laws, statutory provisions and subsequent amendments are applicable to this contract.

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.

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

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.

The present rate of minimum wages for different categories of labourers w.e.f **01-04-2026** are as below:

Sl no	Category	Minimum per day Rate of Wages (Rs)					
		Basic Rate of Wage inclusive of weekly OFF (Rs)	Rate of VDA (Rs)	Minimum rates of wages inclusive of wages for weekly off and VDA (Rs)	Additional Element (Rs)	Canteen Subsidy (Rs)	Total per day (Rs)
1	USW	350.00	206.00	556.00	57.28	31.24	644.52
2	SSW	437.00	256.00	693.00	57.28	31.24	781.52
3	SW	523.00	304.00	827.00	57.28	31.24	915.52
4	HSW	610.00	354.00	964.00	57.28	31.24	1052.52

- C)** The additional element of ₹57.28 /- 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 ₹31.24/- 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 present minimum workable rate for different categories of contract labourers w.e.f. 01-04-2026 is given in the table at Annexure-XIV.
- F)** 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. Labour Escalation clause if applicable is against the variation in Minimum Wages and applicable components thereof against the deployed workmen falling under respective category as per statutory provision

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 for a period of one (01) year.

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. This is a genuine pre-estimate of the loss/damage which will be suffered on account of delay/breach on the part of the contractor and said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach. All sums payable by way of compensation under any of the conditions will be considered as reasonable compensation without reference to the actual loss or damage, which will be sustained.

22.0 SETTLEMENT, MEDIATION & ARBITRATION CLAUSE:

Settlement, Mediation & Arbitration clause as per Annexure-IF shall be applicable in case of any dispute or difference whatsoever, which at any time may arise.

The clause No. 87 & 88 of General Conditions of contract shall not be applicable.

23.0 TERMINATION OF CONTRACT :

23.1 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.

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

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

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, even after application of Sl. No. (i) above, the following criteria shall prevail in the given order.
- a. Bidder having highest average turnover during last three financial 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 accounts submitted by the bidder for the last three financial years.**
- (iii) In case of tie for L-2 or other positions and L-1 price matching is to be made for splitting of the job as per NIT condition, then L-2, L-3 etc positions shall be determined by applying criteria at sl no. (i) & (ii) above
- 24.6 The bidder is required to give the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc. where they are having financial / professional stakes and also give a certificate if any such firm / agency are participating in the subject tender.
- 24.7 Bidders are requested to quote their best prices considering the fact that price negotiation if required may be held with lowest bidder only.
- 25.0 MODE OF SUBMISSION, RECEIPT AND OPENING OF TENDER :**
- 25.1 All covering letters & information are to be included in the offer.
- 25.2 The tender duly digitally signed should be uploaded online in web site 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 GM (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 tender submission. 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 of tender opening.
- 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 of "Salient Contract Specification" 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 **In case a bidder has been debarred/ blacklisted/suspended/banned in any unit of NALCO/ Other PSUs / GOVTs of India/ states from participating in tenders for Work/Service Contract, his offer will not be considered during the period of blacklisting/suspension/debarment/banning, as the case may be.**
- 25.10 **As per Govt. of India directive, it is mandatory for contractors providing Goods and Services to Central Govt. organizations to be registered on GeM and obtain a unique GeM Registration I.D., at the time of placement of order/ acceptance of contract. This should be complied by the successful bidder at the time of award of contract.**
- 25.11 **In case the validity of offers expires during the processing of the case, bidders / techno commercially acceptable bidders / techno commercially accepted bidders, as the case may be, shall be requested to extend the offer validity with same price and terms & condition of the tender. The offers of such bidders shall be rejected if they do not extend the validity unconditionally.**
- 25.12 **If required in case of exigency, the contract period and/or contract value may be amended with mutual consent of NALCO and contractor.**
- 25.13 **In case L-1 bidder backs out, then there shall be retendering and suitable penal actions may be taken on the L-1 bidder as per the applicable provisions available at other places of this tender document.**
- 25.14 This notice is being published for information only and is not an open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the NALCO's enlisted contractors. Unsolicited offers are liable to be ignored. However, contractors who desire to participate in such tenders in future may apply for enlistment with NALCO as per procedure

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. The evaluation of offer shall be done on overall L-1 basis considering all items of BOQ.
- 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.
- 26.5 Only Bids having offer validity will be considered for evaluation.
- 26.6 It should be noted by bidder that if tender is floated through GeM Portal, then in case of any mismatch/contradiction in the procedure of bid evaluation mentioned in other parts of this tender

- document with the procedure for bid evaluation followed by GeM System, then the bid evaluation as done by GeM system will be treated as final and accordingly tender will proceed.
- 26.7 Evaluation of bids shall be done in compliance with Govt. Guidelines on Preference to Make In India (as per GOI ORDER NO. P-45021/2/2017-PP (BE-II), DTD: 16.09.2020) as given in **Appendix-V of Annexures (Page-9 of 18 to 11 of 18)**. In this regard party should upload duly filled up and signed declaration as per page 11 of 18 of Appendix-V.
- 26.8 Evaluation of bids shall also comply with Govt. Guidelines on Restriction on Countries sharing a land border with India (as per Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and ORDER NO: F.No.6/18/2019-PPD DATED 23/07/2020 & 24/07/2020) as given in **Appendix-VI of Annexures (Page-12 of 18 to 14 of 18)**. In this regard party should upload duly filled up and signed declaration as per page 14 of 17 of Appendix-VI.
- 26.9 Bid Evaluation shall comply with Govt. Guidelines on Preference to MSEs (GOI Micro and Small Enterprises (MSEs) Order, 2012 and Amendment dated 9th November, 2018), as applicable.
- 26.10 Evaluation of bids shall also comply with Govt. Guidelines on Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 (as per GOI O.M. No. F.1/4/2021-PPD, dated: 18.05.2023).
- 26.11 Whenever in a tender, quantity is not splittable or not divisible, order shall be awarded on the L1 bidder who may be MSE or non MSE, unless mentioned otherwise in Scope of Work / Special Condition of Contract.
- 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 acceptance / work order within seven days of issue failing which it will be deemed to have been accepted by the bidder.
- 27.5 **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**
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.
- 28.0 OTHER TERMS & CONDITIONS :**
- 28.1 Preference for engagement of labourers under NALCO's contractors' establishments may be given to the family members of Land Displaced Persons (LDPs) and Substantially Affected Persons (SAPs) and persons from Peripheral Villages of M&R Complex, NALCO, Damanjodi, if found suitable.
- 28.2 If any varying or conflicting situation arises in any of the document forming part of the Contract,

- NALCO's decision with regard to intention/interpretation of the document and the decision shall be final and binding on the parties.
- 28.3 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.
- 28.4 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.
- 28.5 The bidder should indicate valid e-mail ID under Annexure-III (DECLARATION BY THE BIDDER) enclosed.
- 28.6 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/Schedule of Items
 - Technical specifications /Salient Contract Specifications
 - Drawings
 - Special Conditions of Contract
 - Instruction to Bidders
 - General Condition of Contract
 - GeM Terms and Conditions(if tender floated through GeM)
 - Relevant Indian Standards
- 28.7 If any alteration or modification to the tender document is done by the bidder, the offer shall be ignored.
- 28.8 If any bidder is having any unauthorized structure / occupation inside Nalco Township / Plant, their offer may not be considered for evaluation and shall be liable for rejection.
- 29.0 **CONDITIONS FOR DEBARRING 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, for a period of one (01) year 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 **Non-acceptance of LOA/Work Order.**
- 29.3 **Failure to mobilize for the work** - The contractor does not mobilize and start work on the scheduled date or within reasonable period.
- 29.4 **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.
- 29.5 **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.
- 29.6 **Failure to make labour payment** on time at least twice in a contract.
- 29.7 **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.**

* * * * *

SCOPE OF WORK

NAME OF WORK:- “EXTENSION OF LIME GODOWN AT 56 AREA, ALUMINA REFINERY, NALCO, DAMANJODI.”

Following jobs will be taken up through this contract:

- # Dismantling of PCC, RCC & masonry work .
- # Earthwork in excavation/ in rocks/Removal of debris.
- # P/L of PCC & RCC .
- # Brick work
- # Fabrication & Erection of structures & Sheeting
- # Painting of structures & Walls
- # The bidder / contractor are advised to visit the area / location / site prior to quoting the rates for the above work.

SPECIAL CONDITIONS OF CONTRACT

NAME OF WORK:- “EXTENSION OF LIME GODOWN AT 56 AREA, ALUMINA REFINERY, NALCO, DAMANJODI.”

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 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.
- 1.4 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 SCOPE OF SUPPLY

2.1 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.

Item	Unit	Quantity	Rate in Rs.	Amount in Rs.
Cement	MT	180.00	4906.25	883125.00
TOR Steel	MT	39.00	47101.69	1836965.91
Structural steel	MT	60.00	54491.53	3269491.80
PPGL shhets	MT	6.00	84745.76	508474.56
			Total	6498057.27

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.

Contractor is required to submit the Indemnity Bond of **Rs. 64,98,057/-** for this work before issuance the Free Issue Material.

2.2 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.

3.0 TIME OF COMPLETION

- 3.1 The work shall be executed within the time period of **02 (TWO) years** 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.

4.0 RECONCILIATION OF MATERIALS

- 4.1 On completion of work, the contractor shall submit "Material Appropriate Statement" for all materials whether issued by the owner or procured & supplied by the Contractor under Supply items. Every month, the 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.
- 4.2 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.

5.0 MEASUREMENT OF WORK

- 5.1 Payment will be made through RA bills on the basis of joint measurements, taken by Contractor and Certified by Engineer-in-Charge and recorded in measurement sheets.
- 5.2 Whenever work is executed based on instructions of Engineer-In-Charge, physical measurements shall be taken by contractor in the presence of Engineer-In-Charge.
- 5.3 Measurement of weights shall be in Metric Tons, correct to the nearest kilograms. Liner measurement shall be Meters, correct to the nearest centimeter.

6.0 SPECIFICATION FOR DIFFERENT WORKS:

All the works shall be executed as per CPWD standard specification unless otherwise specified.

7.0 DEFECT LIABILITY PERIOD:

The contractor shall guarantee the installation / work for a period of **12 (Twelve)** months from the date of completion of work as certified by the Engineer-in charge which is indicated in the completion certificate. The defect liability period for this work shall be 12 (Twelve) months from the date of completion of the work. Security deposit will be released to the party after expiry of the defect liability period. Any damage or defect that may arise during the guarantee period, though remained undiscovered at the time of issue of completion certificate, connected in any way with or materials supplied by him or in the workmanship, shall be rectified or replaced by the contractor at his own expenses as deemed necessary. In case of failure to do so, the Engineer-in-charge may cause the same to be made good by other agency and deduct expenses (of which the certificate of 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.

8.0 ENVIRONMENTAL CRITERIA

- 8.1 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.
- 8.2 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.
- 8.3 The debris generated from the work will be disposed in low laying areas inside the plant / Township as per direction of Engineer-In-Charge

9.0 AGENCY SHALL OBTAIN LABOUR INSURANCE AS PER GENERAL CONDITION OF CONTRACT CLAUSE No. 80.

10.0 CLMS and SA 8000 compliances to be ensured.

11.0 USE OF CLMS ONLINE PORTAL BY CONTRACTORS:

It is compulsory for the contractor to use the online CLMS (Contract Labour 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 labour license , Application for issue of certificate from principal employer, Application for obtaining License from Central Labour

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.

12.0 The proposed man power to be deployed for this work is mentioned in the table given below. However based on requirement in addition to this extra man power can also be deployed.

Deployment of contract labours for proposed new contract.	Proposed Manpower Category			
	USW	SSW	SW	HSW
	10	4	2	0

13.0 HRD CRITERIA

1. All labour laws/rules, statutory provisions and subsequent amendments are applicable to this contract.
2. The payment of minimum wages to the contract labourers 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.
3. The classification of workers in different categories will be as per the notification issued by the Central Government fixing the minimum wages for Scheduled Employment. Where the minimum wages notified by the Government of Odisha is higher than the rates notified by the Central Government, the rates declared by Government of Odisha shall apply to the concerned Scheduled Employment as long as the same remains higher than the Central Government rates.
4. . Minimum wage rates and minimum workable labour rates as applicable for different categories of workers w.e.f. **01.04.2026** are as per Annexure-XIV. The contractor must take these into account and quote their rates accordingly.
5. HRD Clearance shall be applicable for this contract for release of RA/Final Bill.
6. Preference for engagement of labourers under NALCO's contractors' establishments may be given to the family members of Land Displaced Persons (LDPs) and Substantially Affected Persons (SAPs) and persons from Peripheral Villages of M&R Complex, NALCO, Damanjodi, if found suitable.

ANNEXURE – IV

TAX INVOICE

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

Details of Supplier

Name
Address

GSTIN/Unique ID

ORIGINAL FOR RECIPIENT
DUPLICATE FOR TRANSPORTER
TRIPLICTE FOR SUPPLIER

Date :
Inv serial No. :

Details of Recipient (Billed to)

Name
Address

State
State Code
GSTIN/Unique ID

Place of supply:
Name of State:

Details of Consignee (Shipped to)

Name
Address of delivery

State
State Code
GSTIN/Unique ID

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

E. & O. E

Electronic Reference Number

Name of the Signatory
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 POLICY

IN RECOGNITION OF THE INTERESTS OF THE SOCIETY IN SECURING SUSTAINABLE INDUSTRIAL GROWTH, COMPATIBLE WITH A WHOLESOME ENVIRONMENT, NALCO, ALUMINA REFINERY, DAMANJODI, 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 and local authorities to prevent or minimize adverse consequences of the industrial activities on the environment.
- To comply with all applicable laws governing environment protection through appropriate mechanisms.
- To actively participate in social welfare and environmental development activities of the locality around its Units.

COMMITMENT:

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

14.10.2020

CHIEF EXECUTIVE OFFICER &
EXECUTIVE DIRECTOR (M&R)



NATIONAL ALUMINIUM COMPANY LIMITED

ALUMINA REFINERY, DAMANJODI

OCCUPATIONAL HEALTH & SAFETY POLICY

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

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

14.10.2020

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) Continual improvement initiatives in all social aspects;
- e) Learning and training opportunities to all employees

This policy is communicated and understood within the organization.

Date: 04.03.2020

Sd/-

Chairman-cum-Managing Director

SA 8000 REQUIREMENTS

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

General Manager (HRD)



QUALITY POLICY

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

Guiding Principles

- a) To ensure a Healthy Return on Investment by maximising Operational Efficiency, Capacity Utilisation and Productivity.
- b) To continually improve and redesign Systems, Processes and Practices in order to ensure Error Prevention and improve Response Time.
- c) To adopt internal Customer Focus as a means to External Customer Satisfaction.
- d) To treat Human Resource as the key to Quality Excellence and ensure Development , Involvement and Satisfaction of Employees.
- e) To ensure High Quality of Inputs through Proactive Interaction with Suppliers.
- f) To meet obligations towards the society as a Responsible Corporate Citizen.
- g) To provide value for money to all stakeholders.
- h) To follow Ethical Business Philosophy at all times.

Commitment

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

Bhubaneswar

Sd/-

Chairman-cum-Managing Director

ANNEXURE -XI

PROFORMA FOR BANK GUARANTEE / eBG FOR EARNEST MONEY DEPOSIT

(NOT APPLICABLE FOR THIS TENDER)

(To be executed on non-judicial stamped paper of appropriate value, applicable only for EMD of Rs one lakh or more)

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 `.....
(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-751xxx.

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.

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 simplicitor 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

Signed and Delivered for and
on behalf of Contractor

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

(M/s.....)

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

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

In presence of Two witnesses

In presence of Two witnesses

1.

1.

2.

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.

MINIMUM WORKABLE RATE FOR DIFFERENT CATEGORIES OF CONTRACT**LABOURER W.E.F. 01.04.2026**

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MINIMUM WORKABLE RATE					
CALCULATION SHEET FOR MINIMUM WORKABLE RATE FOR DIFFERENT CATEGORIES OF CONTRACT LABOURER ENGAGED THROUGH VARIOUS CONTRACTORS IN ALUMINA REFINERY W.E.F. 01/04/2026 AS PER CORPORATE OFFICE IOM NO. CHRD/IR/7.2/624/2026 dated 10.04.2026 CONSIDERING WAGES, STATUTORY BENEFITS AND SAFETY BUT EXCLUDING PROFIT/ADMINISTRATIVE EXPENSES COMPONENT.					
SI. No.	COMPONENTS OF WAGE	UN-SKILLED WORKER (IN Rs)	SEMI-SKILLED WORKER (IN Rs.)	SKILLED / CLERICAL WORKER (IN Rs.)	HIGHLY SKILLED WORKER (IN Rs.)
1	BASIC RATE OF WAGES PER DAY	350.00	437.00	523.00	610.00
2	VARIABLE DEARNESS ALLOWANCE(VDA) PER DAY	206.00	256.00	304.00	354.00
3	CENTRAL GOVERNMENT MINIMUM WAGES PER DAY INCLUSIVE OF WAGES FOR WEEKLY OFF AND VDA	556.00	693.00	827.00	964.00
4	ADDITIONAL ELEMENT PER DAY	57.28	57.28	57.28	57.28
5	CANTEEN SUBSIDY PER DAY	31.24	31.24	31.24	31.24
6	TOTAL MINIMUM WAGES	644.52	781.52	915.52	1052.52
7	CONTRACTOR'S CONTRIBUTION FOR PROVIDENT FUND 13% of (Wages +Additional Element +Canteen Subsidy)]	83.79	101.60	119.02	136.83
8	CONTRACTOR'S CONTRIBUTION FOR E.S.I. [3.25% of (Wages +Additional Element +Canteen Subsidy)]	20.95	25.40	29.75	34.21
9	PAYMENT TOWARDS LEAVE (1DAY FOR EVERY 20 DAYS OF WORK) [5% of (Wages +Additional Element +Canteen Subsidy)]	32.23	39.08	45.78	52.63
10	PAYMENT TOWARDS NATIONAL / FESTIVAL HOLIDAYS (10 DAYS FOR EVERY CALENDER YEAR) [2.74% of (Wages +Additional Element +Canteen Subsidy)]	17.66	21.41	25.09	28.84
11	PAYMENT TOWARDS SAFETY	9.90	9.90	9.90	9.90
12	BONUS [8.33% of (Wages + Additional Element)]	51.09	62.50	73.66	85.07
A	TOTAL WORKABLE RATE FOR CONTRACTS CONTINUING FOR LESS THAN 240 DAYS (Sum of SI. No. 6 to 12)	860.13	1041.40	1218.71	1399.99
13	PAYMENT TOWARDS RETRENCHMENT COMPENSATION IN CASE CONTRACT PERIOD EXCEEDS BEYOND 240 DAYS (15 DAYS WAGES FOR EVERY COMPLETED YEAR OF SERVICE) [4.11 % of (Wages + Additional Element + Canteen Subsidy)]	26.49	32.12	37.63	43.26
B	TOTAL WORKABLE RATE FOR CONTRACTS CONTINUING FOR MORE THAN 240 DAYS (Sum of SI. No. A+13)	886.62	1073.53	1256.34	1443.25
14	PAYMENT TOWARDS GRATUITY IN CASE CONTRACT PERIOD EXCEEDS BEYOND 5 YEARS (15 DAYS WAGES FOR EVERY COMPLETED YEAR OF SERVICE) [4.81 % of (Wages + Additional Element)]	29.50	36.09	42.53	49.124
C	TOTAL WORKABLE RATE FOR CONTRACTS CONTINUING FOR MORE THAN 05 YEARS. (Sum of SI. No. B+14)	916.12	1109.61	1298.88	1492.37