



Request for Proposal (RFP)

For

**Assistance/ Support Services for Operation & Maintenance
of 0.3 MLD Sewage Treatment Plant at Nalco Nagar,
Bhubaneswar.**

National Aluminium Company Ltd. (NALCO)

Nalco Bhawan, P/1, Nayapalli,
Bhubaneswar

RFP Document No: TNCC-003/2023, Dated: 23/02/2023

To,

M/s

Sub: Request for proposal (RFP) for Assistance/ Support Services for Operation & Maintenance of 0.3 MLD Sewage Treatment Plant at Nalco Nagar, Bhubaneswar .

Dear Sir,

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

1. Digitally signed Limited Tender in the prescribed format is invited from reputed *and* capable agencies .The Salient features of the Tender are as detailed in **PROPOSAL DETAILS**.
2. The entire set of RFP/Tender document along with all desired documents need to be uploaded in CPP Portal site (www.eprocure.gov.in) before the scheduled time of bid submission. Bids will be received up to last date and time specified or extended subsequently, as the case may be through e-tendering at **www.eprocure.gov.in** NALCO shall not be responsible for any expenses incurred by the bidders in bidding process in connection with the preparation & submission or any other expenses for their bids. The bidder should go through **INSTRUCTIONS TO BIDDERS (ITB)** enclosed at Annexure-2 prior to bidding.
3. Further, bid shall be evaluated based on documents uploaded without any further reference to bidder. So bidder must ensure that all relevant documents are uploaded at the time of submission of offer. If Nalco desires, the successful bidders may be asked to submit hard copies as being uploaded by them for verification.
4. Bidders are required to submit hard copy/original in a sealed envelope for the following and same should reach at the address indicated at SI no 12 of PROPOSAL DETAIL by Speed Post or through a reputed courier or by hand as mentioned at Page-4.. Particulars to be submitted are DD/ BG towards EMD.
5. Amendments and/or Clarifications, hosted subsequently before last due date for uploading on website at www.eprocure.gov.in . Bidders are requested to visit these websites regularly to view/download notifications on Amendments and/or Clarifications before submission of their bids. NALCO shall not be responsible, for any omission or ignorance by any bidder in seeing the notifications on Amendments and/or Clarifications in the process of submission of their bid.
6. Clarifications if any, regarding this tender can be obtained from following persons.
 - i. Mr. Pravat Kumar Subudhi, DGM (Mech) T&C, Email: pravat.subudhi@nalcoindia.co.in,
 - ii. Mr. Surya Satya Talari, DM(Civil) , surya.talari@nalcoindia.co.in
7. Scrutiny of offers will be done strictly in-line with the facilities available in Portal i.e. based on documents uploaded by the bidder. In case of non-compliance to the POC requirement, bidders may be given only one chance to upload / e mail the attested shortfall documents, if any.

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

INDEX OF NIT

DESCRIPTION OF THE DOCUMENTS IN NIT	
PROPOSAL DETAILS	PAGE NO-05
QUALIFYING CRITERIA & BID EVALUATION METHODOLOGY	ANNEXURE-1
INSTRUCTIONS TO BIDDERS.	ANNEXURE-2
SCOPE OF WORK AND SERVICES WITH DRAWINGS IF ANY	ANNEXURE-3
SPECIAL CONDITION OF CONTRACT.	ANNEXURE-4
SCHEDULE OF QUANTITY.	ANNEXURE-5
FEES & TERMS OF PAYMENT.	ANNEXURE-6
FORMAT FOR SUBMISSION OF DEVIATION	ANNEXURE-7
DOCUMENTS TO BE SUBMITTED WITH THE BID AS HARD COPY/SOFT COPY.	
ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT	ANNEXURE- 8A
AFFIDAVIT TO BE SUBMITTED BY THE BIDDER FOR CRIMINAL BACKGROUND.	ANNEXURE- 8B
LETTER OF AUTHORITY.	ANNEXURE -8C
DECLARATION BY THE BIDDER	ANNEXURE - 8D
DECLARATION OF RELATIVE	ANNEXURE - 8E
BANK MANDATE FORM FOR E-PAYMENT	ANNEXURE - 8F
UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS.	ANNEXURE - 8G
INTEGRITY PACT.	ANNEXURE - 8H
GST DATA of VENDOR	ANNEXURE -8I
PREFERENCE TO MAKE IN INDIA ORDER NO. P-45021/2/2017-PP(BE-II), DTD: 16.09.2020	ANNEXURE -8J
RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017	ANNEXURE -8K
APPLICABILITY OF PROVISIONS OF SECTION 194Q AND STATING THAT TAX WILL BE DEDUCTED UNDER ABOVE SECTION AND THEREFORE NO ACTION BE TAKEN BY THEM UNDER SECTION 206C (1H) OF THE ACT IF APPLICABLE TO THEM.	ANNEXURE -8L
SOCIAL ACCOUNTABILITY 8000 COMPLIANCE FORMAT	ANNEXURE -8M
CONCURRENT COMMITMENT	ANNEXURE -8N

DIFFERENT FORMS /FORMATS & DOCUMENTS REQUIRED FOR SUBMISSION OF BID / FOR THE PROPOSED CONTRACT.	
LIST OF APPROVED BANKER OF NALCO FOR ISSUING OF BG	ANNEXURE- 9A
NALCO MINIMUM WAGES FOR LABOUR & NALCO LABOUR WORKABLE RATE	ANNEXURE- 9B
GENERAL GUIDELINES ON REVERSE AUCTION	ANNEXURE- 9C
FORMAT FOR BANK GUARANTEE (BG)	ANNEXURE- 9D
PROFORMA FOR EARNEST MONEY DEPOSIT.	ANNEXURE-9D-1
PROFORMA FOR SECURITY DEPOSIT	ANNEXURE-9D-2
PROFORMA FOR CPBG	ANNEXURE-9D-3
PROFORMA FOR ADVANCE PAYMENT	ANNEXURE- 9D-4
FORMAT FOR AGREEMENT OTHER THAN CONSULTANCY	ANNEXURE- 9E-1
FORMAT OF AGREEMENT FOR CONSULTANCY	ANNEXURE- 9E-2
CONFIDENTIALITY AGREEMENT	ANNEXURE- 9F
GENERAL CONDITIONS OF CONTRACT (GCC) OF NALCO	ANNEXURE-9G
DIFFERENT POLICY DOCUMENTS OF NALCO	
OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM AND ENVIRONMENTAL REQUIREMENT.	ANNEXURE- 10A
ENVIRONMENTAL POLICY.	ANNEXURE- 10B
SOCIAL ACCOUNTABILITY POLICY	ANNEXURE- 10C
ENERGY POLICY.	ANNEXURE- 10D

PROPOSAL DETAILS

1	NAME OF THE WORK/ SERVICE:	Assistance/ Support Services for Operation & Maintenance of 0.3 MLD Sewage Treatment Plant at Nalco Nagar, Bhubaneswar .
2	RFP/NIT REFERENCE NUMBER	TNCC-003/2023 Dated: 23/02/2023
3	MODE OF TENDERING (E tendering)	LIMITED (ONE PART)
4	LOCATION OF THE WORK	BHUBANESWAR
5	TYPE OF WORK/SERVICE	Repeatative
6	NO OF AGENCY REQUIRED	Single
7	CONTRACT DURATION	06(Six) Months
8	PRE-BID MEETING:	NOT APPLICABLE
09	LAST DATE AND TIME OF SUBMISSION OF BID/PROPOSAL AT CPP PORTAL	10/03/2023, AT 10:00AM
10	DATE AND TIME OF BID OPENING	13/03/2023, AT 11:00AM
11	ADDRESS FOR ALL COMMUNICATIONS AND VENUE FOR TECHNO-COMMERCIAL / PRICE BID OPENING/ PRE-BID MEETING etc.	T&C DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED Nalco Bhawan, P/1, Nayapalli, Bhubaneswar-751013
12	VALIDITY OF OFFER	04 (FOUR) MONTHS FROM THE DATE OF OPENING THE BID.
13	EMD	Rs. 10,000(Ten Thousand Only)
14	DEFECT LIABILITY PERIOD (Refer Clause No. 1.21 of Instruction to Bidders at Annexure-2 for detail)	(01) One Month
15	BANK GUARANTEE REQUIRED for FIM	Not Applicable
16	MINIMUM LABOURS REQUIREMENT FROM DIFFERENT CATEGORIES ENVISAGED FOR THE JOB.	HSW SW SSW USW TOTAL 00 01 04 02 07 Male:-07 nos
17	INTEGRITY PACT	NOT APPLICABLE
18	TAXES & DUTIES.	QUOTED RATES ARE INCLUDING ALL TAXES AND DUTIES AND EXCLUDING APPLICABLE GST.
19	HRD CLEARANCE	APPLICABLE
i.	Price Variation for Labour Escalation (Refer Clause No. 3.32.1 of Instruction to Bidders at Annexure-2 for detail)	NOT APPLICABLE
ii.	Price Variation for Diesel Escalation	NOT APPLICABLE

INSTRUCTIONS TO BIDDERS.**MODE, SUBMISSION, RECEIPT AND OPENING OF TENDER:**

- 1.1 One Part Limited tender (Part – I envelope & Part – II envelope) with EMD & No Deviation to tender terms and conditions are to be uploaded in the e-procure web site (www.eprocure.gov.in) on or before time & date specified at PROPOSAL DETAIL. The PART-I envelope bids of shall be opened at the time & date specified at Proposal details.
- 1.2 Part – I bid will contain the following documents :
 - i) EMD instrument
 - ii) Filled up No Deviation Format as per Annex. 07 of RFP.
 - iii) Complete set of Tender/RFP documents along with all the Formats enclosed at Annexure-8, 9 & 10.
- 1.3 **The Part II bid will be the price bid as per the given Bill of Quantity cum Rate Schedule of the Tender and which will be opened online for those bidders who have submitted EMD / EMD exemption as per tender provision & No Deviation to tender conditions. Part – II envelope bid shall only be opened on the very next working day at 11AM without any intimation to the bidders from the e Portal www.eprocure.gov.in website.**
- 1.4 NALCO reserves the right to defer the date of tender opening in case the response is considered inadequate or due to any other reasons.
- 1.5 The bidder shall ensure submission of complete information / documents in the first instance itself. NALCO reserves the right to evaluate the offer based on the details furnished by the bidders on the scheduled date of tender submission without seeking any subsequent additional information.
- 1.6 For claiming GST from NALCO , the contractor 's invoice should contain details like Serial no. of documents , Date of issue , description of work ,piece of the service , GST , GSIT registration no , name and address of the service provider , class/ category under which GST is leviable etc.
- 1.7 The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST Act and Rules (Centre, State & Integrated) and other statutory provisions applicable to this work as a service provider.
- 1.8 This is a no deviation bid offer by bidders & taking any deviation to the bid condition shall be liable for rejection. Bidders are requested to clarify their doubts if any before submission of bid.
- 1.9 Bidders are requested to keep a watch for corrigendum; /addendum etc. issued against the tender at CPP Portal from time to time.
- 1.10 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.
- 1.11 **PRE-BID MEETING: NOT APPLICABLE**
- 1.12 **QUANTITY VARIATION: Applicable: Quanties shown are tentative in nature and can vary up to any extent as per site requirement. Contractor have to execute the same with same rate ,terms and conditons of offer as per direction of Manager In-charge. Adjustment to the contract value due to such change in scope of work shall be governed by the provisions of GCC.**

DEFECT LIABILITY PERIOD (DLP): 01(One)Months.

ACCEPTANCE OF TENDER:

- 2.1 NALCO reserves the right to reject or accept any or all the offers in full or part, split the work, reduce or increase the quantity.
- 2.2 NALCO reserves the right to award the work in parts between two or more agencies if considered expedient. The quoted rates shall hold good for such an eventuality.
- 2.3 Bidders may note that, Brief Order / Letter of Intent / Fax of Intent / Work Order placed, is in acceptance of their offer by NALCO and shall be binding on them. However, the bidder has to return a copy of LOI / FOI / Work Order duly signed by them or their authorized representative as a token of receipt of the same within ten (10) days of issue of the same for our records. In case of no communication of the same is received within the stipulated time from their end, it will be presumed that the party has received the Brief Order / Letter of Intent / Fax of Intent / Work Order .
- 2.4 Any communication such as Letter, BO, LOI, FOI, WO etc shall be communicated to the Bidder through Registered post/ Speed post/ Fax/ E Mail / Hand delivery. Any communication through any one or more of above modes shall be valid and binding on the Bidder.
- 2.5 The bidder is expected to carry out a detailed survey or investigation and undertake a comprehensive assessment of risks, costs and obligations associated with the particular procurement.
- 2.6 A bidder's bid security will be forfeited if the bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance guarantee security within the specified period .
- 2.7 If a MSME or NSIC Certificate bidder withdraws or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender then NALCO shall take legal action against the Bidder for banning / rejection of MSME or NSIC Certificate of the bidder and also will take appropriate action as per NIT Terms.
- 3.0 A bidder shall not have conflict of interest with other bidders .If a bidder is found to have conflict of interest with any other bidder , its offer is liable for disqualification . A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:
 - 3.1 They have controlling partner(s) in common ;or
 - 3.2 They receive or have received any direct or indirect subsidy /financial stake from any of them ;
 - 3.3 They have the same legal representative/agent for purpose of this bid ;or
 - 3.4 They have relationship with each other , directly or through common third parties , that puts them in a position to have access to information about or influence on the bid of another bidder;
- 3.5 A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.
- 3.6 In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership /management only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business /management units in same/ similar line of business.

4.0 GENERAL INSTRUCTIONS TO BIDDER FOR SUBMISSION OF THEIR PROPOSAL

- 4.1 Mere issue/download of tender documents by the intending bidders or submission of bid offers does not make them eligible for award of work. The offers from such bidders who have been debarred / banned/ black listed / de-listed by any unit of NALCO or Govt. Departments/ Quasi Govt organisations or other PSUs are liable for rejection irrespective of offers from such bidders satisfying the qualifying criteria. Bidders are requested to carefully study the terms & conditions and eligibility criteria before submitting the offers.
- 4.2 Each proposed bidder must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own evaluation into the proposed assignment.

EARNEST MONEY DEPOSIT (EMD):

- i. The tenderer must pay Earnest money (EMD) as given in the Letter/ Notice Inviting Tenders. Tenders not accompanied with earnest money deposit will be summarily rejected.
- ii. The earnest money should be preferably paid through ON LINE mode as per detailed given at 3.3 (ix).
- iii. EMD can also be paid in Crossed Demand Draft or Bank Guarantee from any Nationalized/ Scheduled Bank as listed in Annexure-9. in the prescribed proforma as enclosed in Annexure-9 in favour of **National Aluminium Company Ltd payable at Bhubaneswar**.
- iv. The Bank Guarantee so furnished should be valid for six months from the date of opening of the tender. In case requirement arises, based on request of NALCO, same can be further extended.
- v. **Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and irrevocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar the issuing bank must designate a specified Bank Branch in Bhubaneswar.**
- vi. No interest shall be paid by NALCO on the Earnest Money deposited by the tenderer. The EMD shall be returned to all unsuccessful bidders.
- vii. The Public Sectors, Government agencies and the Firms registered with NSIC (for the service/work for which they are registered), and other such as Ancillary Industries etc. for which specific exemption has been granted by Nalco shall be exempted from submission of EMD.
- viii. **GUIDELINES FOR SUBMISSION OF EMD ONLINE FOR TENDERS OF CORPORATE OFFICE ONLY.**
 - NALCO prefers to receive EMD Amount from Tenders by NEFT/RTGS/E-Transfer. Bidder(s) submitting the EMD Amount through NEFT/RTGS/E-Transfer mode shall fill-up the details of Annexure-XX after making the payment of EMD and should submit to NALCO on the same day of payment by NEFT/RTGS/E-Transfer, along with copy of Transaction Slip/Receipt, to NALCO by email to: purna.gummadi@nalcoindia.co.in, and **will be considered as a final proof of receipt of EMD.**
 - A copy of the Annexure-XX and Transaction slip/receipt of the Bank shall also be submitted along with Tender Document in Techno-Commercial Documents.
In case, Bidder is participating in more than one Tender, payment of EMD shall be made separately for each Tender.

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

1)	TENDER NO WITH DATE	TNCC-003/2023, DATED 23/02/2023
2)	DESCRIPTION OF TENDER	Assistance/ Support Services for Operation & Maintenance of 0.3 MLD Sewage Treatment Plant at NALCO Nagar, Bhubaneswar.
3)	EMD AMOUNT (IN RS) & IN WORDS	Rs 10,000/- (Ten Thousand only)
4)	SBI ACCOUNT NO	10044880013
5)	SBI BRANCH CODE	STATE BANK OF INDIA, SME BRANCH, NALCO CORPORATE OFFICE CAMPUS, NALCO BHAVAN, P1 NAYAPALLI, BHUBANESWAR-751013
6)	SBI IFSC CODE	SBIN0009817

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

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

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

- 4.3 The Bidders are expected to examine carefully the contents of all the documents provided and they need to upload all documents after complete and careful examinations of requirements and other information set forth in this RFP. Failure to comply with the requirements of RFP will be at the Bidder's own risk.
- 4.4 Before submission of the bid, the bidders are requested to make themselves fully conversant with Nalco's General Conditions of Contract (GCC) along with all other terms & conditions of RFP/NIT. The tenderer is advised to go through the GCC either in the office of the DGM (Mech.) T&C Dept Corporate Office during the office hours to seek clarification if any, or may refer to NALCO web site at which Nalco's General Conditions of Contract (GCC) is uploaded and get themselves satisfied before quoting. It will be taken for granted by NALCO that tenderer has seen and gone through the terms and conditions of GCC and shall abide by this.
- 4.5 An agency may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. However such queries shall be responded within a reasonable time before last date of bid submission. Clarification, if any, can be obtained from I/C T&C Dept. through E-Mail: pravat.subudhi@nalcoindia.co.in
- 4.6 All documents pertaining to eligibility criteria / Technical evaluation must be clearly marked for reference to the respective points. Agency may note that by mere submission of the proposal shall not entitle his automatic qualification in the selection process.
- 4.7 Before bidding, it is desired that the bidder should get themselves acquainted with site conditions and all the requirements for filling the bid. The bid and all correspondences incidental to bid shall be written in English language. Any printed literature and document submitted in any other language shall be accompanied by English translation. For the purpose of interpretation of the bid, English translation shall govern and it is the responsibility of the bidder for correctness in translation.
- 4.8 Interested bidder have to bear all expenses for bidding process including the costs associated with the preparation, submission of proposal, participating in discussions etc. including costs and expenses related with visits to NALCO offices & proposed. NALCO will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process. NALCO shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
- 4.9 Whenever desired, agency shall have to furnish secrecy agreement for non-disclosure of information that may be made available to them for the Services to NALCO at the time of award of work as per terms and condition of contract. Agency shall not disclose confidential information to any third party without prior written approval of NALCO. **In case of breach of secrecy by the Contractor, Nalco will have right to terminate contract, forfeit security deposit and claim damages from the party.**
- 4.10 However, NALCO reserves its right to call for original documents submitted as part of offer for verification if so deemed fit and also cross-check any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard. NALCO reserves the right to make use of available in-house data and those available in public domain for evaluation of the proposal that have been submitted against this request.
- 4.11 NALCO will examine the proposal for its completeness. **Incomplete proposals are liable for rejection.** Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bids. Any effort by a Bidder to influence the OWNER / client in their decisions, in respect of evaluation, will result in the rejection of their proposal.

4.12 NALCO reserves the right to accept or reject any proposal and to annul the evaluation process at any time without thereby incurring any liability to the affected participant.

4.13 NALCO reserves the right to reject any Proposal if:

4.13.1 At any point of time, material misrepresentation is made or uncovered for a bidder

4.13.2 The Proposer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

4.14 Bidder should not be under liquidation, court receivership or similar proceeding and shall submit self-declaration for the same.

4.15 Based on discussion with different bidders, NALCO at its discretion may revise the technical/commercial conditions and other related issues for the assignment, before acceptance of final bid. In that case all bidders have to submit their revised proposal within stipulated time frame.

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

4.17 The bidder or its proprietor /partner(s)/director(s) of the firm should not have been convicted by court of law for an offence involving moral turpitude in relation to the business dealing during past seven years for acceptance of the offer. The bidder shall give affidavit to this effect. The affidavit must be affirmed before the competent judiciary authority or duly notarized by Notary.

4.18 E-mail bids shall not be accepted if same is not intended in the RFP/NIT.

4.19 The information contained in this RFP is meant for the subject work. It does not, and does not purport to, contain all the information that a proposed bidder may require. Neither NALCO, nor any of its officers or employees, nor any of their advisers nor companies/agencies undertake to provide any proposed bidder with access to any additional information or to update the information in this RFP and accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed **assignment** or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

4.20 Wherever applicable, The Bank Guarantee is to be submitted in Nalco's prescribed format enclosed at ANNEXURE-9 and to be submitted from Nalco's approved Banker only. The lists of approved banker are at Annexure-9. The original Bank Guarantee is to be sent directly by the Bank under speed post or registered post with AD to the address of Manager-in-charge of concern dept. The contractor shall submit the self-certified photocopy of the Bank Guarantee mentioning dispatch reference of bank from where the original was sent.

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

4.22 EVALUATION CRITERIA:

Offer of the firm fulfilling the minimum criteria i.e lowest bid/quotation basis for award of work.

4.23 BID OPENING AND EVALUATION :

4.23.1 Opening Part-I envelope of bid

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

4.23.2 Clarification of Bids/ Shortfall documents – Not applicable.

4.23.3 Techno-Commercial Discussions: NOT APPLICABLE

4.23.4 Condition for Bid Evaluation:

- i. Proper bid is the responsibility of Bidder and no relief or consideration can be given for errors and omissions made by the Bidder inadvertently or advertently for what so ever reason. Bid with incomplete information is liable for rejection.
- ii. NALCO reserves its right to call for original of the supporting documents for verification if so deemed fit and also cross-check for any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard.
- iii. Non-submission of details/ documents may lead to rejection of bid.
- iv. Past Performance of Bidder on works executed/ under execution in NALCO may also be taken into consideration before selecting the Bidder for opening of bid.

4.23.5 Opening of Price Bid

- 1.13 Part-II envelope - Price Bids of only those bidders, whose bids are considered acceptable as per NIT terms shall be opened following e-tendering procedure on CPP Portal. Lowest offer will be considered for further evaluation for placement of order unless otherwise stated differently.

4.23.6 Process to be confidential

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

4.24 NEGOTIATIONS AND AWARD OF WORK

4.24.1 Negotiation:

Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held only with the lowest quoted (L-1) bidder. Bidder shall attend such negotiation meetings and if requested by the Owner shall provide the analysis of rates /break up of amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price. However, no uncalled for or voluntary rebate offered shall be considered for evaluation.

4.24.2 Award of Work:

- i. Successful Bidders may note that, Letter / Fax of Acceptance or work order issued to them is based on acceptance of their offer and the contract is binding on the bidder. Bidder may return a copy of the same duly signed by the authorized representative as a token of acknowledgement of receipt.
 - ii. **EXECUTION OF AGREEMENT:** The successful bidder shall have to execute an agreement as given in Annexure 9(A) on non-judicial stamp paper of Rs.100/- purchased in the name of the bidder from any registered stamp vendor under the jurisdiction of the Orissa High Court, in the specific format of NALCO. The agreement should be executed in the office of GM (Elect), T&C Department, NALCO, Bhubaneswar within 10 days of receipt of LOA/BO or before starting of the work, whichever is earlier.
- 4.25 In case there is a tie in L-1 position,
- (i) The concerned bidders may be called to offer maximum possible discount on their quoted rates in a sealed envelope offline in order to decide the L-1 bidder among the considered bids.
 - (ii) In case "tie" of price bids, even after application of clause (i) above, the following criteria shall prevail in the given order.
 - a) Bidder having highest average turnover during last three years shall be preferred.
 - b) The contractor executing the same contract satisfactorily will be preferred.
 - c) The contractor of the previous contract, who has executed the same work satisfactorily will be preferred.
- Note: Average Annual Turnover shall be decided on the basis of audited profit and loss account submitted by the bidder for the last three financial years.
- (iii) In case of tie for L2 or other positions and L1 price matching is to be made for splitting of the job as per RFP/NIT condition, then L2, L3 etc positions shall be determined by applying criteria at sl no. (ii) Above.

3.0 IMPORTANT TERMS AND CONDITIONS OF CONTRACT.

3.1 PERFORMANCE SECURITY:

- a. On receipt of the order, the successful bidder shall deposit with NALCO an amount, equivalent to 3% of the order value of the contract as performance security within 20 days from the effective date, mentioned in Service Purchase Order / LOA / LOI. NALCO to ensure availability of sufficient fund for imposition of PRS/ LD/ Performance in the Contracts/ PO/ Orders for which the last stage payment of the vendor shall be at least such that it covers the maximum liability with respect to PRS/ LD/ Performance.
- b. In case the successful bidder fails to submit the performance security /SD, within scheduled date, the performance security /SD amount along with a simple interest @12% per annum plus GST on interest amount, applicable from the schedule date till the date of submission of performance security /SD or full recovery of performance security /SD amount, shall be made starting from 1st RA bill.
- c. The contractor can submit the performance security /SD in the form of either bank draft or bank guarantee from any NALCO approved bank in the prescribed format.
- d. The Earnest Money Deposited, except in the form of BG along with the tender, if any shall be adjusted towards security deposit / as per clause no 19.4 of GCC.

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

3.2 GENERAL TERMS AND CONDITIONS FOR BANK GUARANTEES: - N.A.

3.3 GENERAL CONDITIONS FOR SECURITY DEPOSIT

- i. **A sum of 3 %** of the accepted value of the tender or actual value of the work done whichever is higher for contracts 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.
- ii. This may be deposited initially at **2 ½%** of the value of the contract (**referred as initial Security deposit**) within 20 days of receipt by him of the notification of acceptance of tender and the balance will be recovered proportionately from each running account bill, till total security deposit is collected.
- iii. Alternatively the contractor may at his option to deposit the full amount percentage as mentioned at (i) above towards deposit within 20 days of issue of notification accepting his tender. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.
- iv. The earnest money deposited with the tender shall be adjusted towards security deposit.
- v. In case the successful bidder fails to submit the performance security /SD, within scheduled date, the performance security /SD amount along with a simple interest @12% per annum plus GST on interest amount, applicable from the schedule date till the date of submission of performance security /SD or full recovery of performance security /SD amount, shall be made starting from 1st RA bill.
- vi. Contractor can furnish the initial or total security deposit amount (a) in Demand Draft (b) Through E-Transfer to NALCO account or (c) through a Bank Guarantee from any Scheduled bank in the prescribed proforma attached at Annexure-9.
- vii. If contractor /sub-contractor or their employees damages, breaks, deface or destroy the property belonging to the owner or other during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof; the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of Engineer-in-Charge shall be final).
- viii. 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.
- ix. The security deposit will be refunded after the expiry of the period of liability as stipulated in the contract.

3.4 **SECURITY DEPOSIT BANK GUARANTEE (SDBG):**

- i. As a Contract security, the successful Bidder, to whom the work will be awarded, shall be required to furnish SDBG in the Proforma attached herewith in favour of the Owner within 20 days from the issue of Letter of Acceptance (LOA or Brief Order), whichever is earlier.

- ii. **PENALTY FOR LATE SUBMISSION OF SDBG:** In case the successful bidder fails to submit the SDBG, with in a period of 20 days from the date of issue of work order/ LOA, the SDBG 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 SDBG or submission of 1st bill from which recovery shall start.
- iii. The guarantee amount shall be equal to Three percent (3 %) of the total Contract Price plus applicable GST and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in the documents and specifications.
- iv. The guarantee shall be valid for the entire period of the Contract, namely till the end of Guarantee period plus three months. The guarantee amount shall be payable without demur on demand to the Owner either in US Dollars in the case of foreign bidders and in Rupees, in the case of Indian Bidders without any condition whatsoever. In the case of Joint bidding by foreign party along with Indian party, the performance bank guarantee shall be submitted by the Party having unit responsibility from an Indian Nationalized Bank.
- v. If the Bank Guarantee stated in clause (iii) above gets reduced/deducted for reasons of non-fulfilment of any contractual obligation before commencement of guarantee period, the Contractor shall immediately take action to increase the value of Bank Guarantee to as applicable i.e. **Three percent (3 %) plus applicable GST** of the contract price, to cover his warranties as stated in (ii) above.
- vi. The SDBG will be returned to the Contractor without any interest subject to fulfilment of all contractual obligations by the Contractor after completion of contract period.

3.5 RECOVERY TOWARDS COMPENSATION FOR DELAY:

- A. Time is essence of the contract. In case the contractor fails to complete the work within the stipulated period, he shall be liable to pay to the Owner as compensation, an amount equal to 1% of the value of contract per week of the delay subject to a maximum of 10% of the value of the contract. This is a genuine pre-estimate of the loss/ damage which will be suffered on account of delay /breach on the part of the contractor and he agrees to pay the said amount on demand without going in for any proof of the actual loss or damages caused by such delay/ breach.
- B. **CONSEQUENTIAL LOSSES:** Neither party shall have liability for indirect damages or consequential loss including loss of profit and / or production or revenue sustained by the other.

- 3.6 **LIABILITY:** The CONTRACTOR shall be liable to pay for any compensation/damages consequent of lapses/errors/omissions arising from the negligence on his part or on the part of his employee.

3.7 **SECRECY**

- i. During the term and duration of this Contract, and till ten years thereafter NALCO and CONSULTANT shall not disclose to any third party, any Technical Information, process data, designs, drawings, plans, specifications, etc. received from the other party at any time either in whole or in part shall make all reasonable efforts to preserve the secrecy of the Technical Information and shall not use the same for any purpose other than the construction, maintenance and operation of the work.
- ii. The above undertaking shall not, however, extend to any such Technical Information
 - a. Which is in the possession of either party prior to its receipt of the same, directly or indirectly from the other party.

- b. Is received by either party without any obligation not to disclose the same.
- c. Is or has become part of the public knowledge or literature since receipt of the same, directly or indirectly.

3.8 **CONFIDENTIAL AGREEMENT:** Whenever desired, agency shall have to furnish secrecy agreement for non-disclosure of information that may be made available to them for the Services to NALCO at the time of award of work as per terms and condition of contract. Agency shall not disclose confidential information to any third party without prior written approval of NALCO. In case of breach of secrecy by the Contractor, Nalco will have right to terminate contract, forfeit security deposit and claim damages from the party. Copy of the confidential agreement is enclosed at Annexure-9 (C)

3.9 **WORK IN ABEYANCE (TEMPORARY SUSPENSION):** If for any reason, NALCO wishes to hold the work of in abeyance, NALCO shall inform Contractor in writing one (1) months' notice to this effect. All work so stopped shall be resumed by the Contractor based on a schedule to be mutually agreed upon between the NALCO and the Contractor. NALCO will not pay the contractor for any work, which is performed by the contractor during such an interval of suspension, and the Client shall not be liable to the contractor for any damages or loss caused by such a suspension of work. However the if the suspension period lingers for more than 3 months , then based on contractor's request, the fees may be renegotiated at mutually agreed terms & conditions.

3.10 **VARIATIONS IN CONSULTANT'S SCOPE OF WORK: N.A.**

3.11 **TERMINATION**

- i. NALCO may terminate forthwith the Agreement if Contractor commits any gross negligence in carrying out its obligations and which is left un-remedied during a period of 15 days after written notice thereof is given to CONSULTANT.
- ii. NALCO shall have right to terminate the contract by giving 15 days' notice without assigning any reason thereof. However, in the event of any breach of the terms of the contract. NALCO will have the right to terminate the contract without notice.
- iii. NALCO shall have the right to terminate the contract or any part thereof without notice in the event of any directions or restrictions imposed by the Government of India or any statutory authority, which may affect the WORK.
- iv. In the absence of timely performance by CONTRACTOR, NALCO reserves the right to utilize the services of any other CONTRACTOR without notice at risk & cost of defaulting consultant. This will be without prejudice to the right of NALCO for any other action including termination.
- v. Termination of the Agreement shall not affect:
 - Nalco's obligation to make payments which have become legally due prior to the termination of the Agreement, after all due adjustments.
 - Right to take any action by the two parties under the Agreement and law.
 - All work done by CONTRACTOR till the date of termination shall become the property of NALCO and the CONSULTANT shall be bound to hand over all documents and materials before claiming any payment as per (i) above.

3.12 **SETTLEMENT OF DISPUTES & ARBITRATION**

- i. In the event of any question, dispute and/or difference whatsoever arising under this assignment in connection therewith including any question relating to existence, meaning and interpretation of this assignment or any alleged breach thereof, the same will be settled as far as possible by mutual discussions of the parties.

- ii. Notwithstanding any such claim under arbitration, the CONTRACTOR shall continue to perform the services unless it is the subject matter of the dispute of referred to arbitration. Also refer NALCO GCC.
 - iii. **APPLICABLE TO PUBLIC SECTOR UNDERTAKINGS:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the CONTRACTORS, such disputes or differences shall be referred by either party to the Arbitration of one of the Arbitrators in the department of Public enterprises, to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration intimated by the Arbitrator. The arbitrator shall give the reasoned award.
- 3.13 **NON WAIVER OF DEFAULTS:** Any failure by the Client or the CONTRACTOR at any time or from time to time to enforce observance and performance of any of the conditions of engagement will not constitute or be deemed to be waiver of such conditions of engagement and will not affect or impair such conditions of engagement in any way, or the right of the Client or the CONTRACTOR at any time to avail itself of such remedies as it may have for any breaches or breach of such conditions of engagement.
- 3.14 **INDEMNITY:** The CONTRACTOR/Client as the case may be, shall at all times indemnify and keep indemnified the other party against all suits, proceeding claims and demands, costs, damages and expenses brought or made against the CONTRACTOR/Client (as the case may be) either individually or jointly with the CONTRACTOR/Client (as the case may be) or which either party may sustain or incur by reason arising out of assignment with the suppliers, contractors or labourers in connection with the work to be done under this assignment except such may be due to or transpire out of any private or personal dealings, acts, affairs or thing or concerning the CONSULTANT/Client (as the case may be) or any of the agents, employees or workers employed or working for or under the other party.
- 3.15 **SAFETY AND SECURITY:** The CONTRACTOR's personnel at project site shall observe and abide by all security, fire safety regulations prescribed by the client or any competent authority approved by the Government of India.
- 3.16 **INSURANCE:** The CONTRACTOR will arrange for and pay the cost of personal accident Insurance in respect of his employees assigned to the project/site for performance of the obligations under the conditions of engagement.
- 3.17 **ASSIGNMENT:** This CONTRACT shall not be assignable by either party without the prior written consent of the other party hereto except that this CONTRACT shall be automatically binding upon, and inure to the benefit of, any successor of party or any person, firm or corporation acquiring fully or substantially all of the business and assets of such party.
- 3.18 **NO WAIVER OF RIGHTS:** A waiver on the part of either party of any terms, provisions or conditions of this CONTRACT shall not constitute a precedent, nor bind either party hereto a waiver of any succeeding breach of the same, or any other terms, provisions or conditions of this CONTRACT.
- 3.19 **LANGUAGE & SYSTEM OF WEIGHTS & MEASUREMENT:** All discussions, documentation, formats, reports and correspondence relating to or arising out of the CONTRACT shall be in English language and Metric Measurement System
- 3.20 **(A).TAXES & DUTIES :**

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

- xi. In case, NALCO is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.
- xii. Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.
- xiii. Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- xiv. Any deductions/penalties/compensations levied on contractors as per the terms of the contract shall attract GST and the contractor is liable to pay the same at applicable rate along with the penalty/deduction amount.
- xv. Payment of GST is subject to reflection of Party's invoice in GSTR 2A /Anx-2 (GST New Return) of NALCO.
- xvi. Vendor has to ensure to that GSTR 2A /Anx-2 (GST New Return) is filed before the due date.
- xvii. For claiming GST from NALCO, the contractor's invoice should contain details like Serial no. of documents , Date of issue , description of work ,piece of the service , GST , GSIT registration no , name and address of the service provider , class/ category under which GST is leviable etc.
- xviii. The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST Act and Rules (Centre, State & Integrated) and other statutory provisions applicable to this work as a service provider.

(B) Tax Deduction at Source under GST

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

3.21 DEDUCTION OF INCOME TAX & ANY OTHER TAX :

- i. Notwithstanding anything contained elsewhere in the contract, NALCO shall deduct at source from the payment due to the contractor, the taxes as required or as amended from time to time or under any statute. The amount so deducted shall be deposited by NALCO with the appropriate Authorities as per Law. It is for the contractor to deal with THE appropriate Authorities directly in respect of any claim or refund relating to the above deductions and NALCO shall not be liable or responsible for any claims or payments or reimbursement in this regard.
- ii. Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.
- iii. The Vendor/supplier/contractor/Consultant need to be furnish the signed declaration form for the purpose of applicability of provisions of section 194Q and stating that tax will be deducted under above section and therefore no action be taken by them under section

206C(1H) of the act if applicable to them. The corresponding declaration form enclosed at Annexure-8.

- iv. **Applicability of Section 194Q, Section 206AB clause of Income Tax Act:** The stated clause is applicable w.e.f. 01/07/2021 and is subject to modification(s) based on subsequent amendments/ notifications under Income Tax Act, 1961.

i. For Supply Contracts / Purchase Orders/ 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.

- ii. Accordingly, Vendors/Sellers are advised not to take any action 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 you.

iii. 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.

- iv. **During execution of work, during submission of bill, Contractor has 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, on the date of Bill/Invoice submission so as to enable faster Bill/Invoice processing and avoid deduction of Income Tax at higher rates under Section 206AB.

3.22 **STATUTORY PROVISIONS: As applicable for the work based upon law of the land.**

3.23 **PF ACCOUNT AND ESI CODE : APPLICABLE**

3.24 **PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE: APPLICABLE**

3.25 **PRICE VARIATION FOR LABOUR: NOT APPLICABLE.**

3.26 **SUPERVISION:**

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

- (ii) Under prevailing statute, the supervision should be carried out by a person holding valid license issued by appropriate statutory body.

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

3.28 **CIRCUMSTANCES OF BLACKLISTING / SUSPENSION / BANNING / DELISTING OF BUSINESS.**

(A) BLACKLISTING

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

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

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

(B) BANNING/ DEBARRING FROM FUTURE TENDERS:

In case where the conduct of the firm is not serious enough to merit blacklisting but removing the name from the registered vendors of NALCO is justified in the interest of the company, the firm/company shall be banned from doing business with NALCO for a period up to 3 years but not less than one year. Banning of business dealings can be initiated against Agency, on following grounds:-

- a) If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
- b) Withdrawal / Amendment / Modification of bid offer received after the prescribed date and time of bid submission.
- c) If the Contractor is found to be non-performing in execution of contract by the Screening Committee (nominated as per NALCO established 'Contractor Performance Feedback and Evaluation System').
- d) If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution.
- e) Misbehavior or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established.
- f) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the government or NALCO or NALCO's group companies, during the last five years.
- g) If the proprietor of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc.

- h) If the Agency continuously refuses to return / refund the dues of NALCO or NALCO's group companies, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law.
- i) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences.
- j) If business dealings with the Agency have been banned by the Ministry of Mines or Government of India and the ban is still in force.
- k) If the Agency uses intimidation/threatening or brings undue outside pressure on the NALCO or NALCO's group companies, or its official in acceptance / performance of the job under the contract.
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations.
- m) If the Agency is found to be involved in cartel formation during bidding.
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (NALCO) or not.
- o) Based on the findings of the investigation report of CBI/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (NALCO) or even otherwise.
- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.
- q) Established litigant nature of the Agency to derive undue benefit.
- r) If the Agency violates the provisions of the Integrity Pact provided in the Contract.
- s) If the Agency has assigned or transferred the contract or engaged subcontractor (s) without the prior approval of the Competent Authority in violation of the provisions of the contract.
- t) If the Agency misuses the premises or facilities of the NALCO forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- u) If the security consideration, including questions of loyalty of the Agency to the state, so warrants.
- v) Defaults such as failing in disbursements of wages of the workmen/contract labourers in time at least twice in a contract period.
- w) Non-compliance of environment, safety and health requirements including use of proper PPEs.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

(C) CONDITION FOR SUSPENSION OF BUSINESS WITH A CONTRACTOR

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

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

OTHER TERMS & CONDITIONS:

1. The contract shall be subject to the provisions of GCC except those provisions of GCC, which are superseded by the clauses under "Instructions to Bidders (Annexure-2)". In case of any contradiction between the provisions of Annexure- 2 and special conditions / scope of work / technical specification, the provisions in the latter will prevail.
2. Amendments and/or Clarification, if any issued for the NIT shall form part of the Tender Documents. Amendments and/or Clarifications will be hosted on the web-site of NALCO www.nalcoindia.com and www.eprocure.gov.in and no separate intimation will be given to the bidders or released in the press. Bidders are requested to visit the web-sites from time to time to note the Amendments and/or Clarifications before submission of their bid. NALCO shall not be responsible if any bidder omits to notice any Amendments and/or Clarifications before submission of their bid.

Following clauses of General Conditions of Contract to be noted by bidders. Accordingly, bidder has to go through the GCC and also amendment to GCC enclosed with GCC at the end.		
01.	Description of Important Provisions of GCC.	Index
02	Execution of agreement:	Clause no 13, Section III
03	Interpretation of Contract documents	Clause no 16, Section IV.
04	Security deposit:	Clause no 19, Section IV
05	Forfeiture of security deposit	Clause no 20, Section IV
06	Compensation for delay	Clause no 24, Section IV
07	Failure by the contractor to comply with provision of the contract	Clause no 25, Section IV
08	Contractor's sub-ordinate staff and their conduct	Clause no 33, Section IV
09	Sub-Letting work	Clause no 34, Section IV
10	Contractor's responsibility with other agency	Clause no 36, Section IV
11	Performance of work	Section - V
12	Schedule of rate and Payments	Clause no 69, Section VI
13	Completion certification	Clause no 76, Section VI
14	Taxes and Insurance	Section – VII and &SI no 14 of the amendment to GCC.
15	Labour Laws	Clause no 83, 84, 85 and 86 Section VIII &SI no 12 of the amendment to GCC.
16	Arbitration	Clause no 87, Section VIII
17	Termination of contract	Clause no 25.1, Section IV
18	Jurisdiction/ governing laws:	SI no 13 of the amendment to GCC.

SCOPE OF WORK

SCOPE OF WORK

The scope of work of the contract generally includes but is not limited to ASSISTANCE/
SUPPORT SERVICES FOR OPERATION & MAINTENANCE OF 0.3 MLD SEWAGE
TREATMENT PLANT AT NALCO NAGAR, BHUBANESWAR as per different items of the
bill of quantities, NIT conditions and as per the instruction of Engineer-in-charge.

Special Conditions of Contracts

A. OBLIGATION OF THE CONTRACTOR

1. It may be clearly stated that it is a job contract. The contractor is required to have strict supervision of the labour force deployed, so as to achieve proper output and quality of work. A resourceful organization, proper planning, enforcement of discipline on the labour and supply of spare parts/consumables in time will be absolutely essential to maintain the standard of operation, maintenance and sanitation.
2. The material, operation & maintenance work shall satisfy the applicable standard as per manual contained herein. Where the technical specification stipulate requirements are in addition to those contained in the manual, the contractor has to meet these requirements without any extra cost.
3. Wherever it is mentioned 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 contract price shall be deemed to include cost of such performance and provisions, so mentioned.
4. The contractor has to ensure the quality of the effluent as per environmental norms and to keep all the functional units of STP, its premises well maintained & clean.
5. The contractor has to ensure that all the works are executed as per the manual & operation instruction provided with the tender document. They have also to ensure that all the units run effectively so as to optimize utilization of power.
6. Contractor shall be held responsible if the pumps, motors, electrical panels, starter, mains & other accessories are damaged due to improper maintenance/ faulty operation (such as running of pumps/motors, electric panels, starters etc.), in such cases the cost due to such damages shall be recovered from contractor's dues either from bills or security deposit or from both.
7. All tools & tackles required for operation and maintenance of pumps & valves shall be provided by the contractor
8. The contractor has to abide by all the statutory labour rules & laws, the safety rules & regulations & the environmental rules & regulations as stipulated by the Central Govt., State Govt. & NALCO from time to time. In case of any non compliance, the management has got every right to take action as deemed fit & if necessary may terminate the contract at any point of time.

9. The quality of work should be of acceptable level of standards and performance. If at any time the Engineer-in-Charge of the company determines that the work of the contractor is falling, the Engineer-in-Charge may without any additional cost to the company instruct the contractor to take such steps as may be necessary to improve upon his performance, specifically require him to employ over time operations, increase number of labour force, increase the capacity of the tools, tackles and machines, etc. and require him to submit evidence demonstrating the manner in which compliance with the requirement of day to day operation of STP without any extra claim. In case of any lapses in quality, appropriate deduction against defective work will be made proportionately for each item.
10. The contractor is obliged to carry out and comply with the instructions regarding operation and maintenance of STP by the Engineer-in-Charge under the contract. Failure of the contractor to comply with same will be viewed as lack of diligence and in such a case management reserves the right to take appropriate action against the contractor.

B. SUPPLY OF MATERIALS AND EQUIPMENTS

1. The tenderer shall procure and provide all the materials required for works as per BOQ and conditions laid down in various sections of NIT documents. All materials shall be as per the specifications. Wherever it is not specified it shall be of approved make. The tenderer shall defray all charges, such as rent, taxes, excise duty, other payments and compensations, if any, in connection, with the procurement and handling of materials, execution of works or any method or process connected with the works or temporary works. Power and water will be supplied at STP to the contractor free of cost for operation, maintenance and cleaning work of STP only.

C. MANPOWER DEPLOYMENT

1. Minimum Man Power:

The contractor has to deploy the following minimum man power:

- a. Two unskilled workers in General shift for all cleaning and other unskilled works within & around the STP area.
- b. One semiskilled worker in General shift for assisting in checking, testing and maintenance on alternate day.
- c. One semiskilled worker in each (i.e. A, B and C shift) on everyday including Sundays and holidays all throughout the contract period for operating the pumps, motors, valves, and other components of STP and their rectification as and when required.

- d. One skilled worker who will render assistance/ support service for the operation, maintenance and other related jobs of STP. The skilled worker shall have basic skill regarding operation, repair and maintenance of pumps, valves, sewage lines and trouble shooting of the STP system and installations. He has to assist for checking sewage/ treated water sample, monitoring the biological process, preparing reports as per the instruction of Engineer-in-Charge. If the skill of the worker is not found adequate during the contract period, the contractor has to arrange for necessary training at no extra cost to NALCO or to replace the worker with a skilled one.

D. TEST & INSPECTION

The BOD, COD, TSS & pH of the treated effluent at outlet and inlet of raw sewage is to be tested in a Govt. Lab/ Approved Laboratory every month and test report is to be submitted.

E. PENALTY FOR FAILURE IN DAILY EXECUTION OF WORKS

An amount of Rs.5,000/- per each day (on which the agency fails to daily works) will be deducted from RA/Final bill

F. PENALTY FOR NON-SUBMISSION OF LAB REPORT

An amount of Rs. 500/- will be deducted from the RA/Final bill in case of Non-submission of lab report by the contractor.

G. MANUAL & OPERATIONAL INSTRUCTIONS FOR 0.3 MLD STP

The process in the STP is briefly described as bellow:

- a) From the terminal man hole, sewage by gravity flows through Bar Screen Chamber to the sewage collection sump.
- b) Sewage collected in sump well by opening the valve in between screen chamber and sewage collection sump. This valve shall be closed as soon as the sump is filled (Approx 75m³) to avoid over flow.
- c) Sewage shall be pumped to Grit chamber with help of sewage transfer pump, (1w+1sb) from collection sump well. Pump operation shall be interchanged with standby pump within every six to eight hours.
- d) Effluent Flow rate of the Raw Sewage Pump should be constant all the time **i.e. it should be 12.5M3/Hr.**
- e) From Grit chamber sewage by gravity flows to Holding Tank-1. After

completely filling the Holding Tank-1, Holding Tank-2 shall be filled by opening/closing the valve.

- f) From Holding Tanks 1&2 sewage fed to anaerobic reactor 1&2 with the help of feed pumps (1w+1sb). By adjusting/opening the valves, based on the water quantity in Holding Tanks 1&2, both anaerobic reactors 1&2 are fed every half an hour alternatively.
- g) Outlet water of anaerobic reactor 1&2 by gravity collected in Treated effluent storage tank.
- h) Treated effluent shall be send to gardening with the help of treated effluent discharge pump. If treated effluent storage tank is full and the pump is not in operation, treated effluent will over flow to the soak pit through Outlet pipe.
- i) Based on Organic matter present in raw sewage, biogas may generate in the closed anaerobic reactor 1&2. Biogas shall be collected in Gasholder tank automatically.
- j) The flame arrestor is an in line equipment on the gas pipe line for arresting the flame on the other end of the pipe. It has got a special wire mesh which arrests any flame passing through the pipe line.

The following operations shall be carried out for smooth running of STP.

1. Raw Sewage Pumps and standby pump should be run alternatively withinevery 6 - 8 hours.
2. Checking of the pH of the raw effluent.
3. Priming – Filling of water into pumps for priming when needed.
4. After completely filling the Holding Tank-1, Holding Tank-2 shall be filledby opening/closing the valve.
5. Recommended quantity of nitrogen based fertilizers should be applied inevery shift.
6. Recommended quantity of 'Ca' should be applied as per requirement.
7. Both anaerobic reactors 1&2 are fed every half an hour alternatively by running feed pumps.
8. Checking of the pH of the Anaerobic reactor outlet/ sample port.
9. Treated effluent shall be send to gardening with the help of treated effluent discharge pump as per requirement.
10. The BOD, COD & pH of the treated effluent at outlet and inlet of raw sewage is to be tested in a Govt. Lab/ Approved Laboratory every month and test report is to be submitted.

The following maintenance activities shall be carried out as per requirement / as per instruction of Engineer-in-Charge or his authorized representative.

- a) Screen chamber, grit chamber and man holes shall be kept clean.
- b) Remove large floatable suspended particle/matter from sewage sump, Screen Chamber and Grit Chamber.
- c) Grit chamber sludge pipe line shall be discharged periodically by opening the valve depending upon sludge deposited in grit chamber bottom.
- d) Mobil and/or grease should be applied to all moving parts.
- e) Grease shall be applied for all the pumps as per pump specification.
- f) Alignment – Check proper alignment for all pumps.
- g) Lubrication – Check proper oil & grease for all mechanical equipments.
- h) All valves, connecting pipes shall be checked everyday for damage/ leakage and shall be rectified.
- i) The sand filter and disc filter connected to treated effluent discharge pump shall be cleaned every week and/or once the pressure difference reaches 1 bar/sq inch.
- j) Checking and cleaning of the whole assembly periodically.
- k) The wire mesh of flame arrestor shall be checked every month to see whether it is worn out. If so it shall be replaced with an equivalent.
- l) The floors and basement of pumps, pump houses shall be cleaned and kept dry all time.
- m) The installation i.e terminal man hole, sewage collection sump, pump house, grit chamber, holding tank, gas holding tank, anaerobic reactor, treated effluent storage tank, discharge pump, valves, pipe line, soak pit, sewage and rain water drains shall be kept clean. The area adjacent to the installation shall be kept in a clean and hygienic condition.

1. **DESIGN BASIS**

A. **RAW SEWAGE CHARACTERISTICS:**

Parameter	Unit	Value
Flow	MLD	0.3
PH	-	6.0 to 8.5
Suspended Solids	Mg/ltr	100 to 200
COD	Mg/ltr	250 to 450
BOD @ 27° C	Mg/ltr	150 to 250

(Above parameters are assumed)

- B. **PROCESS** – The sewage treatment plant shall treat 12.5m³/Hr sewage effluent with above characteristics.

C. **TREATED EFFLUENT CHARACTERISTICS:**

Parameter	Unit	Value
PH	-	7.0 to 8.5
Suspended Solids	Mg/ltr	<100
COD	Mg/ltr	<250
BOD @ 27° C	Mg/ltr	30 to 100

D. **END USE OF TREATED EFFLUENT**

The treated effluent to be pumped out for Gardening/Green Belt Developments as per requirement.

PROCESS DESCRIPTION

Sewage treatment plant is designed to treat 0.3 MLD (300m³/day) sewage effluents. Raw sewage from all section by gravity flow through bar screen chamber (BSC).

At BSC, floatable matter gets screened with help of bar screen overflow from this unit collecting to sump well (SW) by gravity.

With help of raw sewage pump (1W+1SB) sewage pumped to grit chamber (GC) for removal of grit, one drain valve is provided at bottom of GC, Grit free sewage flows to two nos of holding tank (HT). The pH of raw sewage should be around 7.

With help of feed pumps (1W+1SB) sewage will feed to anaerobic reactor (AR) – Two nos from Holding Tanks. Major parts of organic load will be removed at anaerobic reactor. The anaerobic bacteria will degrade the organic matter present in the sewage in the absence of oxygen.

In this closed reactor plastic pall rings will be used as a medium to grow the micro-organisms, plastic rings medium will increase contact of food (as COD/BOD) & Bacteria, which will in turn convert the complex organic matter into simple compound like methane (CH₄), CO₂ & H₂O. The pH of anaerobic reactors should be 6.8 to 7.5. Biogas generated from anaerobic process will flow through gas pipe line to gas holder (GH), however, here generation of gas is very less. Gas generation depends upon the Organic Load fed to the reactor. In this tank biogas will be stored for further usage for monitoring & safety temperature & pressure indicator, sample ports, pressure relief valve & flame trap installed at anaerobic reactor.

This treated sewage collected to treated effluent storage tank (TEST) & this treated effluent is used for developing plantation/ gardening

CIVIL UNITS

Sl. No.	Units/equipment	Description		Qty
i.	Screen chamber	Application Location MOC	Removal of suspended & floatable matter. After last manhole of sewerline. RCC	1 no
ii.	Sump well & pump house	Application Location Size MOC	Collection of raw sewage & pump. After screen chamber. 8.4 mtr dia. RCC/BBM	1 no
iii	Grit chamber	Application Location Size Volume MOC	Removal of grit. After sump well. 10.1mtr L x 0.7 mtr x 1.1 mtr SWD + 0.3 mtr. 7777 ltr. RCC.	1 no
iv	Holding Tank	Application Location Size Volume MOC	Storage of sewage effluent. After grit channel. 3.5 mtr L x 3.0 mtr W x 2.5 mtr H 26250 ltr. RCC	2 nos
v	Treated effluent storage Tank	Application Location Size Volume MOC	Storage of treated effluent. After anaerobic reactor 10mtr x 5.0 mtr x 2.0 mtr height 1, 00, 000 ltr. RCC	1 no

LIST OF MECHANICAL UNITS

Sl. No.	Units/Equipment	Description		Qty
i	Bar Screen	Application Location Size	Removal of suspended & floatable matter. Inside screen chamber Suitable to civil unit	1 no
ii	Raw Sewage Pump	Application Location Type MOC Model Head Capacity Drive Make	Raw sewage feed to grit chamber. After sump well Non-clog, self-priming CI SP-3L + 10 mtr 18 LPS 5.0 Hp/4 pole KBL	2 nos
iii	Feed Pump	Application Location Type MOC Model Head Capacity Drive Make	Sewage effluent feed to fixed film reactor. After holding tank Non-clog, self-priming CI SP-4L+ 20 mtr head 10 LPS 5.0 Hp/2 pole KBL	2 nos
iv	Pall Rings	Application Location Size Bulk density	Medium for bacteria attachment Inside fixed film reactors 38 mm dia x 38 mm x 1.5 mm 78 kg/m ³	40m ³
v	Temperature indicator	Application Location	Indication of temperature Top of fixed film reactors	2 nos
vi	Pressure indicator	Application Location	Indication of pressure Near raw sewage pumps, feed pumps, top of fixed film reactors, treated effluent discharge pump, Media filter and disc filter.	11 nos

vii	Pressure relief valve	Application Location Size	Release of pressure Top of fixed film reactor/gas holder. 80 mm	3 nos
viii	Flame trap/ Flame arrestor	Application Location Size MOC Type Make	Arrest flame. Biogas line 80 NB MSEP with inside SS wire mesh Flange endAnuj	2 nos
ix	Gas holder	Application Location MOC Outer size Accessories	Storage Biogas After fixed film reactor MS 2.0 mtr dia x 2.15 mtr height with floating MS dome for gas collection. PRV, Counter weight, ladders & railing inter & outlet, drain, manhole etc.	1 no
x	Inter connecting piping	Location MOC Size	Inter connecting STP unit. GI & HDPE 50 to 150 mm	Lot
xi	Gate valves & non-return valves	MOC Size	CI and other 50 to 150 mm	Lot
xii	Fixed film reactor	Application Location Size MOC Accessories	Anaerobic process After holding tanks 4.5 mtr dia x 6.0 mtr SWD + 0.6 mtr FB. MS Inside plastic pall ring (media) MS support for plastic media, ladder, railing, safety devices. Drains & sample ports, manholes, Inlet & Outlet etc.	2 nos

xii	Treated effluent discharge pump Pump – I	Application Location Type MOC Model Head Capacity Drive Make	Discharge of treated effluent After treated effluent storage tank Non-clog, self-priming CI SP-3L + 10 mtr 18 LPS 5.0 Hp/4 pole KBL	2 No.
	Pump - II	Type MOC Model Head Capacity Drive Make	End suction mono block CI, With Mechanical Seal KDT 1078+ 26-42 mtr 7.6 – 3.2 lps 10.0 HP KBL	
xiii	Media Filter	Application Location Make Model Size of sand	Filter the water After the treated effluent discharge pump - II Harvel KI 20 16-24 mesh	1 No.
xiv	Disc Filter	Application Location	Filter the water After the Media Filter near Treated effluent storage tank	1 No.

ANNEXURE -5

FEES & TERMS OF PAYMENTS

Payment shall be made as follows:

- i. Payment shall be made against Monthly RA bill after due certification by Manager In charge of NALCO. An amount of 7% of the order value will be deducted from last RA Bill and withheld by NALCO till completion of defect liability period to meet any legitimate deductions for violation of contract terms and penalty amount if any. This 7% will be in addition to 3% Security Deposit amount as per contract.
- ii. Payment shall be made against monthly R.A bills, (unless otherwise mentioned separately in "special conditions of contract (Annexure-IB)") submitted in the prescribed format & duly approved and certified by the Manager-in- charge. Such Certificate / approval by the MIC and passing of the amount so payable shall be binding and conclusive subject to deductions as per the contract, which is subjected to arithmetical correction if any.
- iii. NALCO shall release payment to the contractor through e-payment. The e-payment facility is available under INTERNET mode through company banker as well as NEFT/RTGS mode through designated enabled branches. The contractor shall submit duly filled bank mandate form in duplicate with due authentication from their banker to avail e-payment facility before submission of 1st RA bill. The prescribed mandate form is appended at Annexure-VII.
- iv. The contractor must possess PAN in the name of the firm/company or sole proprietor for release of any payment.
- v. The materials drawn if any by the party as "free issue materials" from NALCO should be reconciled. The reconciliation statement of free issue items / materials should be submitted to the Manager in-charge for certification. The final reconciliation statement should be submitted along with final bill for release of final payment.
- vi. The final bill shall be submitted by the contractor within three month of the completion of contract otherwise the contract may be closed ex-parte on the basis of the Manager-in-Charge's certificate of the measurement and the amount payable or recoverable as certified by the Manager In Charge, taking all recoveries into account and shall be final & binding on the contractor. Besides above, the contractor may be treated as dormant or non-responsive. This may affect contractor's future business with NALCO adversely.

Note:

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

ANNEXURE-6

Schedule of Rates / Bill of Quantity (BOQ)

Separate Excel Sheet attached.

ANNEXURE-7

EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS

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

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

Signature & Seal of bidder.

ANNEXURE -8

DOCUMENTS TO BE SUBMITTED WITH THE BID AS HARD COPY/SOFT COPY.	
Annexure- 8A	ONLINE SUBMISSION OF EMD
Annexure- 8B	CONCURRENT COMMITMENT(NOT APPLICABLE)
Annexure- 8C	AFFIDAVIT TO BE SUBMITTED BY THE BIDDER FOR CRIMINAL BACKGROUND.
Annexure -8D	LETTER OF AUTHORITY.
Annexure – 8E	DECLARATION BY THE BIDDER
Annexure – 8F	DECLARATION OF RELATIVE
Annexure – 8G	BANK MANDATE FORM FOR E-PAYMENT
Annexure – 8H	UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS.
Annexure– 8I	INTEGRITY PACT.
Annexure -8J	GST DATA of VENDOR
Annexure -8K	PREFERENCE TO MAKE IN INDIA ORDER NO. P-45021/2/2017-PP(BE-II), DTD: 16.09.2020
Annexure -8L	RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017
Annexure -8M	APPLICABILITY OF PROVISIONS OF SECTION 194Q AND STATING THAT TAX WILL BE DEDUCTED UNDER ABOVE SECTION AND THEREFORE NO ACTION BE TAKEN BY THEM UNDER SECTION 206C(1H) OF THE ACT IF APPLICABLE TO THEM.
Annexure -8N	SOCIAL ACCOUNTABILITY 8000 COMPLIANCE FORMAT

ANNEXURE -A

ANNEXURE FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT [E.M.D.]

PART - A

DETAILS TO BE FURNISHED BY NALCO

1)	TENDER NO WITH DATE	
2)	DESCRIPTION OF TENDER	
3)	EMD AMOUNT (IN RS) & IN WORDS	
4)	SBI ACCOUNT NO	10044880013
5)	SBI BRANCH CODE	STATE BANK OF INDIA, SME BRANCH, NALCO CORPORATE OFFICE CAMPUS, NALCO BHAVAN, P1 NAYAPALLI, BHUBANESWAR-751013
6)	SBI IFSC CODE	SBIN0009817

PART - B

DETAILS TO BE FURNISHED BY VENDOR

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

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

CONCURRENT COMMITMENT

NAME OF THE WORK:

NAME OF THE TENDERER:

FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	DESCRIPTI ON OF THE WORK	VALUE OF CONTRACT	DATE OF COMMENCEME NT OF WORK	SCHEDULE COMPLETION PERIOD	PERCENTAGE COMPLETION AS ON DATE	EXPECTED DATE OF COMPLETION	REMARKS IF ANY

NOTE:-

- I. Documentary Proof of all above stated orders must be submitted.
- II. All Columns need to be filled up with right information, In case of NO Commitment for the bidder, NIL information need to be given.
- III. Bidder will be responsible for appropriate action of NALCO if any any suppression of facts given above comes to the notice of NALCO .

Signature & Seal of the Bidder.

ANNEXURE- 8(C)

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

AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

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

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

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

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

Signature of the Bidder

Date:..... (With Seal)

LETTER OF AUTHORITY

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

Ref:

Date:

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

Dear Sir,

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

1. Name & Designation

Signature

Phone/Cell

Fax

E-mail
2. Name & Designation

Signature

Phone/Cell

Fax

E-mail

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

Yours sincerely,

Place: [Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation & Seal

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

DECLARATION BY THE BIDDER

I _____ REPRESENTING THE BIDDER, DO DECLARE ON BEHALF OF THE FIRM AS HEREUNDER :

- * That, I am the PROPRIETOR of the bidder's firm. I undertake to submit proof of ownership as and when demanded by NALCO. - **OR**
- * That I am the authorised signatory to the tender documents holding valid Power of attorney. Certified copy of the valid power of Attorney is enclosed with the offer.

NOTE: Strike out whichever is not applicable.

- (a) That, we do not have any FINANCIAL/PROFESSIONAL stake in any of the other bidders participating in this tender;
- (b) That, this firm has not been blacklisted/debarred/banned in any unit of NALCO/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.
- (c) That, we are not in any arbitration/legal cases with NALCO and no cases are pending in court of law.
- (d) That, the proprietor/partners/directors/ employees of the firm have never been a part of any blacklisted/debarred/banned firms or company in any unit of NALCO/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.
- (e) That, we have never been prosecuted by any statutory authority
- (f) That, any change in the constitution of the firm shall be made with prior clearance from NALCO.
- (g) That, we have studied all the clauses/sub-clauses terms and conditions of the tender documents including GCC and our offer fully comply with the requirements spelt out in the tender documents.
- (h) We undertake to abide by and comply with all the safety and environmental regulations in force in NALCO during the execution of work.
- (i) We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.
- (j) We undertake to receive payment through E-payment mode.
- (k) The appendix I & II regarding relatives working in NALCO are filled up and enclosed.
- (l) That we have quoted the rates in figures as well as words.
- (m) We undertake that we do not have any unauthorized structure / construction inside Nalco-nagar Township or Plant. We also undertake to remove any / all such structures, if detected by NALCO later on in compliance of GCC terms and conditions.
- (n) We declare that all supporting documents of the offer submitted are attested by a Gazetted officer / Notary public.
- (o) I/we declare that the document down loaded by me/my company is/are not tampered in any form.
- (p) We undertake that my workers shall use electronic Punch cards at the Plant gates at the time of entry and exit if introduced by NALCO. Failing which he shall not be allowed into the Plant.

I further declare that all above statements are true. If at any time during pre-ordering/post ordering stage of the contract, it is found otherwise, action as deemed fit by NALCO including 'rejection of my offer'/ 'banning/blacklisting' me/my firm / my company. The same will be binding on me / firm / company represented by me.

Name of the Signatory _____

Postal address of the firm: _____

PAN No : _____ TIN No : _____

GSTIN NO _____

EPF No : _____ ESI No : _____

Phone No: _____ Mobile No: _____

Fax No: _____ Email Address : _____

Date: _____

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

DECLARATION OF RELATIVE.

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

	Full Time Functional Directors		Part-time Non-official (Independent) Directors
1.	Shri Shridhar Patra, CMD	1	Shri Ravinath Jha
2.	Shri R.S.Mahapatro, D (HR)	2	Dr. B. R. Ramakrishna
3.	Shri M.P.Mishra, D (P&T)	3	Adv. George Kurian
4.	Shri B.K.Das, D(P)	4	Dr. Ajay Narang
5	Shri R.C.Joshi, D(F)	5	Shri Y.P. Chillio
6	Shri S. Samataray , D (C)	6	Ms. (Dr.) Shatorupa
	(Government Nominee Directors)	7	Adv. Dushyant Upadhyay
1	Shri Sanjay Lohiya , IAS		
2	Dr. Veena Kumari Dermal .		

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

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

Sl. No.	Name	Relationship

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

(Strike out which is not applicable)

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

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

(Please attach extra sheet, if required)

SIGNATURE OF THE TENDERER

Bank MANDATE FORM for e-payment

(To be submitted in Duplicate)

To
NALCO, Bhubaneswar,
Dear Sir,

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

Refer Order No..... Date.....

And/ or Tender/ Enquiry/ Letter No..... Date.....

(Please fill in the information in CAPITAL LETTER PLEASE tick wherever it is applicable)

1. Name of the party :

2. Address of the party :-----Pin Code E-mail ID :

Permanent Account Number. :

3. Particulars of Bank :

Bank Name					Branch name															
Branch Place					Branch City															
Pin Code					Branch Code															
MICR. No.																				
Account type	Savings:				Current:				Cash Credit:											
Account No.(as appearing in the Cheque Book).																				
(9 digits code number appearing on the MICR band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account number)																				
IFSC Code.																				

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Aluminium Company Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through Internet / RTGS / NEFT.

Place:

Date:

Signature of the Party / Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

N.B.: RTGS / NEFT charges if any, is to borne by the party.

UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS

1. We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in CPP Portal / www.eprocure.gov.in . We confirm that the bid document has not been edited or modified by us and all pages have been submitted. It is confirmed that we have quoted as per the original NIT unless otherwise specifically mentioned as deviation in the deviation sheet.
2. We here by confirm that, we have uploaded the copies of original genuine documents, required as supporting documents to qualify as per RFP/NIT. The uploaded documents are attested by a Gazetted Officer/ Notary Public and are signed on each page by the authorized representative.
3. Suppression of this information in any form if detected at any stage will be disqualification and will lead to rejection of the offer or termination of the contract as the case may be.

Date:_____

Signature **Authorised Person With seal**

Name of the signatory _____

Company Name _____

Postal Address _____

Email ID _____

Phone _____ FAX _____

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

ANNEXURE- 8 (I)

PRE CONTRACT INTEGRITY PACT (NOT APPLICABLE)

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2019, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through Shri B.P. MISHRA DGM (ELECT) T&C DEPT. NALCO CORPORATE OFFICE (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____ and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company / public company / Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

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

Assistance/ Support Services for Operation & Maintenance of 0.3 MLD Sewage Treatment Plant at Nalco Nagar, Bhubaneswar

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
 - 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

Assistance/ Support Services for Operation & Maintenance of 0.3 MLD Sewage Treatment Plant at Nalco Nagar, Bhubaneswar

- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.
- The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.. Sanctions for Violations :

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (i) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest

thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

6. Independent External Monitors (IEMs):

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

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

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

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

Assistance/ Support Services for Operation & Maintenance of 0.3 MLD Sewage Treatment Plant at Nalco Nagar, Bhubaneswar

- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. **Facilitation of Investigation:**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. **Law and Place of Jurisdiction:**
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. **Other Legal Actions:**
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
10. **Validity:**
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD,NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at _____ on _____.

	For & on behalf of <u>BUYER</u>	For & on behalf of <u>BIDDER</u>
--	--	---

Assistance/ Support Services for Operation & Maintenance of 0.3 MLD Sewage Treatment Plant at Nalco Nagar, Bhubaneswar

Name of the Officer:		
Designation:		
Company:		NALCO
Official Seal		

Witness for & on behalf of BUYER	Witness for & on behalf of BIDDER
<u>1</u>	<u>1</u>
<u>2</u>	<u>2</u>

GST DATA OF VENDOR

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

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

DATE:

Signature of Bidder

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

1. The bidders are requested to go through the GoI Order No: P-45021/2/2017-PP(BE-II), DTD: 16.09.2020 for the purpose of Purchase Preference on the basis of Local Content and submit the Declaration by the Bidder accordingly.
- 2.0 For the purpose of this order dtd. 16.09.2020:-
 - 2.1 Local content means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - 2.2 Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined at cl. 2.1 above.
 - 2.3 Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 20% but less than 50%, as defined at cl. 2.1 above.
 - 2.4 Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than 20%, as defined at cl. 2.1 above.
2. Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I Local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% against the tender.
3. Subject to the provisions of the above order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I Local supplier' in procurement undertaken by procurement entities in the manner specified here under:-
4. **CASE-I (FOR DIVISIBLE QUANTITY):** All the provisions of the order No.P-45021/2/2017- PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference. However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned in the tender document shall take precedence over the purchase preference against the above mentioned order (to be mentioned, if applicable).
- 4.1 In the procurement of goods or works which are divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
 - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract of full quantity will be awarded to L1.
 - b) If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I Local supplier', within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and the contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I Local supplier', then such balance quantity may also be ordered on the L1 bidder.
- 4.2 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

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

- 4.3 In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.
 - In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 4.4 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

5.0 VERIFICATION OF LOCAL CONTENT.

- The 'Class-I local supplier' / 'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. Declaration to be given in the format attached/enclosed below .
- In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class II-local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

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

=====XXXX=====

(DECLARATION BY THE BIDDER ON THEIR LETTER HEAD)

To ,
G M (T & C),
M/s. National Aluminium Company Limited,
NALCO CORPORATE OFFICE BHUBANESWAR
ODISSA

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

Tender Ref. No:

Dear Sir,

We, M/s_____ having its office at _____ (address) hereby

confirm that the offered product has _____% of the local content.

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

Yours sincerely,

Signature Name Designation
Contact No.

ANNEXURE-8(L)

**COMPLIANCE OF PUBLIC ORDER ON RESTRICTIONS UNDER RULE 144 (XI) OF THE
GENERAL FINANCIAL RULES (GFRS), 2017 AND ORDER NO:F.NO.6/18/2019-PPD
DATED 23/07/2020 & 24/07/2020**

DEFINITIONS

1. GOI vide Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India.
2. "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process
3. "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

Explanation

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

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

- A) Any bidder from a country who shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs. This order shall also not apply to procurement by Indian missions and by offices of government agencies / undertakings located outside India.
- B) **The Bidder shall have to submit declaration / certificate as per the attached Format towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. B)**
- C) For works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub- contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "Contractor from a country which shares a land border with India" shall be as in paragraph (3) above.

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATURE:

DATE: _____

Seal / Stamp of Bidder

ANNEXURE-8(M)

DECLARATIONS BY VENDORS / SUPPLIERS/ CONTRACTOR

Date: **/**/ 2023

To,
<Address of Vendor / Sellers>

Dear Sir / Madam,

We, **National Aluminium Company Limited**, having **PAN AAACN7449M**, hereby inform you that our total sales, gross receipts, or turnover from Business during FY 2020-21 has been more than Rs.10 Crore. Therefore, provisions of Section 194Q inserted in the Income Tax Act vide Finance Act 2021 with effect from 01.07.2021 are applicable to our company. Hence, we shall be deducting tax at source at per provisions of above section from purchase consideration paid / credited on or after 01.07.2021 to you against purchase of any goods from you. Deduction will be made at the rate of 0.1 percent of purchase consideration paid / credited, aggregate of which is exceeding rupees 50 lacs during the current financial year.

Since we are liable to deduct tax at source under section 194Q of the Act, you may ensure not to take any action 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 you considering your amount of turnover and aggregate of our purchases from you during the year.

You are also requested to intimate your Permanent Account Number. In case you fail to provide your PAN, tax will be deducted at the higher rates in terms of Section 206AA of the Act.

Further, you are also required to confirm that you have filed your returns of income for the Assessment Years 2019-20 (FY 2018-19] and 2020-21 (FY 2019-20) and in your case the aggregate of TDS and TCS was Rs.50,000/- or more in each of the previous years relevant to above assessment years, otherwise tax is required to be deducted at the higher rates in terms of Section 206AB of the Act.

You may send to us your declaration in the enclosed draft on or before 25.06.2021 to enable us to take note of same and update our records and accounting software accordingly.

In case your declaration is not received by us by the above date, we will deduct tax at the higher rates and it would be difficult for us to take corrective action to reduce the rate during the current financial year.

For National Aluminium Company Limited
Authorised Signatory

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System" of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

**Format for declaration
On the letter head of Vender / seller**

To
National Aluminium Company Limited,
Corporate Office Nalco, Bhubaneswar.

Sub: **Declaration / information for deduction of tax at source u/s 194Q of Income Tax Act, 1961**

NIT reference Number :
NALCO Vendor Code :
Purchase/Service Order No :

Dear Sir,

This is with reference to NALCO's communication dated 19.06.2021, requiring our declaration / information in regard to deduction of tax at source u/s 194Q of the Act. The information is being provided hereunder:

1. Since your company is liable to deduct tax u/s 194Q of the Act, you may deduct the tax in terms of Section 194Q on the consideration paid /credited by your company to us on the amounts aggregate of which is exceeding Rs.50 lacs during the current financial year. We also confirm that we will not take any action to collect tax at source under section 206C(1H) of the Act w.e.f. 01.07.2021.
2. Permanent Account Number of our company is _____. Further, we have duly filed our returns of income for Assessment Years 2019-20 and 2020-21 is confirmed as under:

A.Y. [F.Y.]	Date of Filing return	Acknowledgement No.
2019-20 [FY 2018-19]		
2020-21 [FY 2019-20]		

3. The total amount/aggregate of tax deducted at source and tax collected at source (TDS/TCS) in previous years relevant to Assessment Years 2019-20 and 2020-21 is confirmed as under :

(Mention Yes or No)

A.Y. [F.Y.]	Total TDS/TCS Amount is Rs50,000 or more	Total TDS/TCS Amount is less than Rs50,000
2019-20 [2018-19]		
2020-21 [2019-20]		

Please take note of the above information and confirmation and collect tax at the appropriate rate taking cognizance of above information.

I hereby declare that I am duly authorised, on behalf of < **Name of Company/Firm** > to give this declaration and the information stated above is true to the best of my knowledge and records available with us. If there is any wrong declaration, I undertake to indemnify National Aluminium Company Limited, for any interest and/or any penal consequences.

Name :
Designation :
Date of declaration :

For < Name of Company/Firm >

Social Accountability 8000 Compliance Format

A. Basic information

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

B. Information regarding Social Accountability

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

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

Do you allow trade union and collective bargaining?

Yes/No

If no, how do you ensure freedom of expression?

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

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

- Do you provide appointment letter to your employees?

Yes/No

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

Yes/No

- If no, how do you terminate your employee?

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System" of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

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

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

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

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

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

- Have you taken care to look into issues related to child labour
Forced labour, health & safety, working hours and remuneration

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

of your suppliers

Yes/No

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

We declare that the above-mentioned informations are correct.

Signature:

Designation:

ANNEXURE-9

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

DIFFERENT FORMS /FORMATS & DOCUMENTS REQUIRED FOR SUBMISSION OF BID / FOR THE PROPOSED CONTRACT.	
Annexure- 9A	LIST OF APPROVED BANKER OF NALCO FOR ISSUING OF BG
Annexure- 9B	NALCO MINIMUM WAGES FOR LABOUR & NALCO LABOUR WORKABLE RATE
Annexure- 9C	GENERAL GUIDELINES ON REVERSE AUCTION
Annexure- 9D	FORMAT FOR BANK GUARANTEE (BG)
Annexure-9D-1	PROFORMA FOR EARNEST MONEY DEPOSIT.
Annexure-9D-2	PROFORMA FOR SECURITY DEPOSIT
Annexure-9D-3	PROFORMA FOR CPBG
Annexure-9D-4	PROFORMA FOR ADVANCE PAYMENT
Annexure- 9E-1	FORMAT FOR AGREEMENT OTHER THAN CONSULTANCY
Annexure- 9E-2	FORMAT OF AGREEMENT FOR CONSULTANCY
Annexure- 9F	CONFIDENTIALITY AGREEMENT
Annexure- 9G	PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY CONSULTANT
Annexure-9G	GENERAL CONDITIONS OF CONTRACT (GCC) OF NALCO

LIST OF STANDARDISED BANKS FOR BG

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

I-SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1	Bank of Baroda	8	Oriental Bank of Commerce
2	Bank of India	9	Punjab & Sind Bank
3	Bank of Maharashtra	10	Punjab National Bank Indian Bank (Allahabad Bank-merged with Indian Bank)
4	Canara Bank (Syndicate Bank got merged with Canara Bank)	11	Union Bank of India (Andhra Bank & Corporation Bank got merged with Union Bank of India.)
5	Central Bank of India	12	State Bank of India
6	Dena Bank	13	UCO Bank
7	IDBI Bank	14	Vijaya Bank

II SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

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

iii. List of Foreign Banks

Sl. No	Name of the Bank	BIC
1	Abu Dhabi Commercial Bank Limited	ADCB AE AA
2	Australia & New Zealand Banking Group Limited	ANZB AU 3M
3	Bank of America NA	BOFA US 3N
4	Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM
5	Bank of Ceylon	BCEY LK LX
6	Barclays Bank PLC	BARC GB 22
7	BNP Paribas	BNPA FR PP
8	Citibank N.A.	CITI US 33
9	Commonwealth Bank of Australia	CTBA AU 2S
10	Credit Agricole Corporate & Investment Bank	BSUI FR PP
11	Credit Suisse AG	CRES CH ZZ

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

12	DBS Bank Ltd.	DBSS SG SG
13	Deutsche Bank AG	DEUT DE FF
14	Doha Bank	DOHB QA QA
15	FirstRand Bank Ltd.	FIRN ZA JJ
16	Industrial Bank of Korea	IBKO KR SE
17	Industrial & Commercial Bank of China Limited	ICBK CN BJ
18	JP Morgan Chase Bank	CHAS US 33
19	KEB Hana Bank	KOEX KR SE
20	Krung Thai Bank Public Company Ltd.	KRTH TH BK
21	Mashreqbank PSC	BOML AE AD
22	Mizuho Bank Ltd.	MHCB JP JT
23	National Australia Bank Ltd.	NATA AU 33
24	Sberbank	SABR RU MM
25	Shinhan Bank	SHBK KR SE
26	Societe Generale	SOGE FR PP
27	Sonali Bank Ltd.	BSON BD DH
28	Standard Chartered Bank	SCBL GB 2L
29	Sumitomo Mitsui Banking Corporation	SMBC JP JT
30	The Bank of Nova Scotia	NOSC CA TT
31	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32	The Hongkong and Shanghai Banking Corp.Ltd.	HSBC HK HH
33	The Royal Bank of Scotland PLC	RBOS GB 2L
34	United Overseas Bank Ltd.	UOVB SG SG
35	Westpac Banking Corporation	WPAC AU 2F
36	Woori Bank	HVBK KR SE

MINIMUM WAGES OF CONTRACT LABOURS W.E.F. 01/10/2022

SL NO	CAT EGRY	MINIMUM RATES OF WAGES PAYABLE INCLUSIVE OF WAGES FOR WEEKLY OFF , VDA & CANTEEN SUBSIDY			
		MINIMUM WAGE (INCLUSIVE OF WEEKLY OFF & VDA) IN RS	ADDITIONAL ELEMENT RS	CANTEEN SUBSIDY RS	TOTAL IN RS
1	UNSKILLED WORKER	477	44	16	537.00
2	SEMI SKILLED WORKER	595	44	16	655.00
3	SKILLED WORKER	711	44	16	771.00
4	HIGHLY SKILLED WORKER	829	44	16	889.00



CORPORATE OFFICE, BHUBANESWAR-751013
WORKABLE RATE FOR CONTRACTS
(Wage Component w.e.f 01.10.2022)

Particulars	Un-Skilled (In Rs.)	Semi-Skilled (In Rs.)	Skilled (In Rs.)	High Skilled (In Rs.)
(A) - Billing				
i) Equivalent to wage for above ground Bauxite Mines as declared by Govt. of India from time to time	477.00	595.00	711.00	829.00
ii) Additional Element declared by NALCO	44.00	44.00	44.00	44.00
iii) Canteen Subsidy declared by NALCO	16.00	16.00	16.00	16.00
iv) ESI(3.25%) of Sl.No. [(i)+(ii)+(iii)]	17.45	21.28	25.05	28.89
v) PF (13%) of Sl.No. [(i)+(ii)+(iii)]	69.81	85.15	100.23	115.57
vi) Leave Wages (5%) of Sl.No. [(i)+(ii)+(iii)]	26.85	32.75	38.55	44.45
vii) Holiday Wages (2.74%) of Sl.No. [(i)+(ii)+(iii)]	14.71	17.94	21.12	24.35
viii) Bonus @8.33% on the minimum wage of Rs.7000/- or the actual wage drawn whichever is higher [Sl.No.A(i)]+Sl.No.A(ii)]	43.39	53.22	62.89	72.72
ix) Payment towards retrenchment benefit in case contract period exceeds one year with minimum 240 days of work performed by the worker (15 days wages for every completed year of service) = 4.11% of Sl.No. [(i)+(ii)+(iii)], to be paid in the lieu of retrenchment/closure of contract	22.07	26.92	31.68	36.53
TOTAL (A) :	731.28	892.26	1050.52	1211.51
(B) - Retention				
i) Leave Wages (5%) [A (vi)]	26.85	32.75	38.55	44.45
ii) Bonus @8.33% [A (viii)]	43.39	53.22	62.89	72.72
iii) Retrenchment Benefit @4.11% [A (ix)]	22.07	26.92	31.68	36.53
TOTAL (B) :	92.31	112.89	133.12	153.70
(A) - (B) :	638.97	779.37	917.40	1057.81

- NB:
- Rate of Statutory contributions to PF, ESI, Leave/Holidays & Bonus are likely to change from time to time as per the notification by Government of India.
 - Retained amount towards leave wages and bonus will be reimbursed wherever provided for in the contract on actual basis once in a year.
 - The retained amount towards retrenchment compensation will be reimbursed wherever provided for in the contract on actual basis at the time of retrenchment.
 - Fixed Administrative charges, reimbursement of uniform/liveries etc. if any, is to be regulated as per the work order.


(B.C. Panigrahi)
Manager(HRD)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____

Date: _____

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued Tender paper vide its Tender No..... dt.....for(hereinafter called "the said tender") to M/s.(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for ` (Rupeesonly) towards earnest money in lieu of cash.
2. WEBank having its branch office atdo hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderers(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WEBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).
9. We _____Bank further agree that this Guarantee shall be invocable at our place of business at _____(Bank Name), _____(Branch Name and address of the branch), Bhubaneswar , Odisha-751_____.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.

E-mail :

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

BANK GUARANTEE FOR SECURITY DEPOSIT

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

B. G. No. _____

Date: _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its UNIT/Office at _____ (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called " The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to exempt M/s.(Hereinafter called "the said Contractor(s)/ Seller(s)"), which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No. dt.for (work/assignment description) of cash security deposit for the due fulfillment by the said contractor(s)/seller(s) of the terms and conditions contained in the said Contract(s)/Order(s), on production of Bank Guarantee for `(Rupees.....only).
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s)/orders(s) or by reasons of the said Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s) including defect liability obligations or that the amount covered under this guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly Authorised officer of the company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).
9. We _____Bank further agree that this Guarantee shall be invocable at our place of business at _____(Bank Name), _____(Branch Name and address of the branch), Bhubaneswar , Odisha-751_____.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Detail of Persons Issuing the BG:

Name-----,

Address for Correspondence: -----

Telephone & Fax No.----- ,

E-mail : -----

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

PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/ CONTRACTOR.

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

B. G. No.....

Date.....

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its Unit/Office at (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter referred to as "The Company" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. has placed a purchase order on M/s.....(hereinafter referred to as "Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for(work/assignment description) on the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No.datedand various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and whereas the Contractor(s)/Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/subcontractors.

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

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to ` (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/Order(s) are fulfilled.

5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Sellers(s).
9. We _____Bank further agree that this Guarantee shall be invocable at our place of business at _____(Bank Name), _____(Branch Name and address of the branch), Bhubaneswar , Odisha-751_____.

Date.....
Corporate Seal of the Bank

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

Details of Persons Issuing the BG:

Name-----,
Address for Correspondence: -----,
Telephone & Fax No.-----,
E-mail : -----

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

BANK GUARANTEE FOR ADVANCE PAYMENT (NOT APPLICABLE)

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

B. G. No. _____

Date: _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at _____ (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs.....(Rupees.....only) to M/s. (hereinafter called "the said Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order No..... dated. for (work/assignment description) on production of a bank guarantee equivalent to 110% of the advance payment indicated above.
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment/adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s)/orders(s) or by reasons of the Contractor(s)/Seller(s) failure to perform the said Contract(s)/Order(s). Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any claim dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/order(s) are fulfilled.

5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges this guarantee.
6. That the Company/Company will have fully liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the Company under the Contract(s)/Order(s).
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Contractor(s)/Seller(s).
9. We _____Bank further agree that this Guarantee shall be invocable at our place of business at _____(Bank Name), _____(Branch Name and address of the branch), Bhubaneswar , Odisha-751_____.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

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

AGREEMENT FORMAT FOR OTHER THAN CONSULTANCY

CONTRACT AGREEMENT FOR THE WORK OF"....." WORK ORDER NO: _____
DT...../...../..... (The day of the month of.....of the year Two Thousand.....) between
M/s..... in the town of **AT..... PO-....., DIST-..... STATE....., PIN-.....** here in after called
the "Contractor" (which terms shall unless excluded by or repugnant to the subject
or context include its successors and permitted assignees) of the one part and the **NATIONAL ALUMINIUM
COMPANY LIMITED** hereinafter called the "**OWNER**" (Which term shall, unless excluded by or repugnant to
the subject or context include its successors and permitted assignees) of the other part.

Whereas:

- (A) The owner being desirous of having provided and executed certain works mentioned enumerated or referred to in the tender documents including Notice Inviting Tender/Letter Inviting Tender, General Conditions, Drawings, Plans, Time schedule of Completion of jobs, and other documents has called for Tender.
- (B) The Contractor has inspected the site and surroundings of the works specified in the tender documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface strata, soil, subsoil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the executions and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- (C) The Notice Inviting Tender/ Letter Inviting Tender, General conditions of Contract, Special Conditions of Contract, General Obligations, Specifications, Drawings, Plans, Time Schedule of Completion of jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures, copies for

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System" of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

which are hereto annexed form part of this contract though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

01) WORK ORDER NO: _____ DT...../...../.....

AND WHEREAS:

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

01. In consideration of the payment to be made to the contractor for the work to be executed by him, the contractor hereby covenants with the owner that the contractor shall and will duly provide, execute and complete the said works and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied there from or may be reasonably necessary, for the completion of the said works and at the said times and in the manner subject to the terms and conditions or stipulations mentioned in the contract.
02. In consideration of the due provision execution and completion of the said work, the owner does hereby agree with the contractor that the owner will pay to the contractor the respective amounts for the work actually done by him and approved by the owner at the scheduled rates and such other sum payable to the contractor under provision of the such contract, payment to be made at such time and in such manner as provided for in the contract.

AND

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

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System" of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

right to take full possession of the site and to remove the contractor, his servants, agents and materials belonging to the contractor and lying on the site.

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

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

Signed & delivered for &

on behalf of Owner

(NATIONAL ALUMINIUM CO.LTD.)

Signed & delivered for &

on behalf of Contractor.

(M/S.....)

PLACE: NALCO CORPORATE OFFICE BHUBANESWAR.

PLACE:

IN THE PRESENCE OF TWO WITNESSES.

NALCO'S WITNESS.

CONTRACTOR'S WITNESS.

01)_____01)_____

02)_____02)_____

PLACE: NALCO, CORPORATE OFFICE

FORMAT OF AGREEMENT FOR CONSULTANCY(NOT APPLICABLE)

This Agreement made this day of _____ in the year Two Thousand and Thirteen between the National Aluminium Company Ltd. (A Government of India Enterprise) having its Registered Office at NALCO BHAWAN, P-1, Nayapalli, Bhubaneswar-751061 (Orissa) (hereinafter referred to as the “NALCO” or “Client”) which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assigns on the one part and M/s. _____ (Consultant/ Financial institution) which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assigns on the other part.

WHEREAS NALCO intends to engage a consultant/ financial institution for financial appraisal of REVISED COST ESTIMATE & FINANCIAL PARAMETERS OF STREAM-5 DPR FOR NALCO’s ALUMINA REFINERY AT DAMANJODI, ODISHA hereinafter, referred to as “The Project”.

WHEREAS NALCO desires the consultant/ financial institution to carry out financial appraisal of its investment proposal as detailed in the tender document.

WHEREAS the consultant / financial institution possess the requisite competence and experience to perform the services. WHEREAS the consultant/ financial institution is willing to provide services as per terms and conditions set forth herein.

All the following documents shall form the part of this Agreement.

- i) RFP along with its enclosures.
- ii) Detailed Letter of Award along with its enclosures.

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

Signed and delivered for and on
Client

Signed and delivered for and behalf of the
on behalf of the Consultant/
Financial institution

M/s. National Aluminium Co. Ltd.

M/s. _____

Date:
Place:

Date:
Place:

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is effective as of 2018 (the “**Effective Date**”).

BETWEEN **National Aluminium Company Limited**, an Indian company having its registered office at Nalco Bhawan, P/1 Nayapalli, Bhubaneswar, 751 013, Odisha, India (“**NALCO**”)

AND **SUCCESSFUL BIDDER & its Address**

(Collectively the “**Parties**” and a “**Party**” means any of the Parties).

WHEREAS each Party owns, controls or has in its possession, Confidential Information (as defined below) that it may disclose, transfer to or provide to the other Party, as it considers it necessary, in strict confidence and for the sole purpose Engagement Of Consultancy Services For Township Expansion In Nalco Township, Damanjodi, Koraput Odisha (the “**Authorized Purposes**”).

WHEREAS the Parties agree that any such disclosure of Confidential Information must be done in strict confidence and under the terms and conditions of this Agreement;

NOW IT IS AGREED by the Parties:

1. Definitions

- 1.1. “**Affiliates**” means with respect to any person, any other person, controlling or controlled by a Party directly or indirectly. “Control” exists when: (i) a Party owns or holds, beneficially or of record, more than 50% of voting securities of the other person, or (ii) has the ability to elect a majority of directors of the other person. However, Government of India having majority shares in NALCO shall be outside the meaning of affiliate in this agreement.
- 1.2. “**Confidential Information**” means: (i) confidential subject matters of Intellectual Property Rights (as defined below), (ii) commercial, scientific, technical, branding, marketing, advertising, sales, markets and other information, in any form and including inventions, technologies, formula, know-how, discoveries, works, improvements, innovations, ideas, concepts, graphs, drawings, designs, prototypes, samples, devices, processes, methods, models, data, documents, computer software and programs, web pages and other materials, confidential in nature or treated, labelled or identified as confidential by a Party, (iii) all information, data, analysis or secondary uses discovered, obtained, identified or generated in relation to or on the basis of Confidential Information or Material or any part of it and any documents referring to such information.

Exceptions to such information are information that:

- a) is already legally in the public domain, as of the Effective Date;
- b) becomes part of the public domain after the Effective Date, otherwise than as a result of an unauthorized disclosure by the Recipient, its Representatives or Affiliates. Confidential Information is not (or does not come) in the public domain merely as it may be found separately or within a general disclosure in the public domain;
- c) is or becomes available to the Recipient from a third party lawfully empowered to disclose such information;
- d) was previously known to Recipient (or independently created by it), without access to the Confidential Information as Recipient can prove, by documented and probative evidence.

The burden of proof rests on the Recipient to show that any information is not Confidential Information

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

under this Agreement.

1.3. **“Discloser”** means the Party disclosing any Confidential Information.

1.4. **“Intellectual Property Rights”** means statutory and other rights in respect of patents, designs, integrated circuit topographies or circuit layouts, copyrights, neighbouring or moral rights, trademarks, corporate names, trade names, trade or industrial secrets, confidential information, privacy, publicity and personality rights and all other intellectual or industrial property rights (registered or not), granted or recognized under any applicable legislation or as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation* of July 1967.

1.5. **“Material”** shall mean: (i) any sample obtained by or through a Party, its Affiliates, suppliers and/or clients, and (ii) any sample as described in 1.5(i) as processed, tested and/or analysed by the Recipient. Nothing in this Agreement changes, in any way, time or jurisdiction, the ownership of any Material.

1.6. **“Recipient”** shall mean the Party receiving the Confidential Information.

1.7. **“Representatives”** shall mean each Party’s directors, officers and employees.

2. Dealings with Confidential Information

2.1. The Recipient shall:

- a) Keep all Confidential Information, all knowledge derived therefrom, the existence, subject matter, terms and conditions of this Agreement and the nature and status of any discussions among the Parties, in strict confidence, unless required otherwise by law;
- b) Notify Discloser immediately, prior to any disclosure required by legislation, order of tribunal, administrative body or government authority, so it may seek any appropriate remedy;
- c) Not disclose, use, copy, evaluate, translate or reverse engineer any Confidential Information, in any way, other than for the Authorized Purposes, without the prior written consent of Discloser;
- d) Not provide access to, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of Discloser;
- e) Limit access to Confidential Information only to its Representatives or Affiliates, who specifically and reasonably require the said information, on a strict need-to-know basis and only for the Authorized Purposes;
- f) Ensure that all of its Representatives and Affiliates about to receive any Confidential Information are also legally bound to keep said information confidential and use it only for the Authorized Purposes;
- g) Assume all liability for any breach of this Agreement by its Representatives and Affiliates, who receive any Confidential Information. Any subsequent disclosure or use made by a person to whom Recipient disclosed any Confidential Information is deemed to be disclosure or use by Recipient;
- h) Take reasonable steps to enforce this Agreement, at its own cost, including to diligently prosecute any breach or threatened breach by a person to whom it disclosed any Confidential Information, notifying immediately Discloser and obtaining injunctive or other preventive or accessory reliefs;
- i) Collaborate and provide all reasonable assistance to Discloser, at the Discloser’s cost, in any action which Discloser may take to protect the Confidential Information;
- j) Not use any Confidential Information, in any way, to jeopardize Discloser’s or its Affiliates’ goodwill, names, products, services, clients and businesses or compete with Discloser or any of its Affiliates;
- k) Upon expiration, cancellation or termination of this Agreement, or upon completion or revocation of the Authorized Purposes, or at Discloser’s request, cease any use and/or disclosure of all Confidential Information, and:
 - (i) return its copies, reproductions, transcriptions, summaries or translations thereof, which is in its possession or control; or
 - (ii) Destroy the same if instructed to do so by Discloser.

Notwithstanding the foregoing, Recipient shall not be required to remove copies of any Confidential

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

Information stored in any backup media or devices and shall be entitled to retain one copy of any Confidential Information for archival purposes in its confidential legal files.

- l) In either case identified in clauses 2.1(k)(i) or (ii), provide a declaration signed by the Recipient’s officer, confirming said full return or destruction, within 30 days of the expiration, cancellation or termination of this Agreement, or upon completion or revocation of the Authorized Purposes or at Discloser’s request.

3. Safety

- 3.1. Recipient acknowledges that any Material (or residual thereof) may be caustic, toxic, corrosive, explosive or may contain other substances that are hazardous, dangerous or harmful to persons, animals, property or the environment.
- 3.2. Recipient is responsible for the safe transportation, handling, processing and storage of any Material (or residual thereof) in its possession or control, in such a way as to ensure that it will not cause any harm to any person, animals, property or the environment.
- 3.3. Recipient also expressly warrants to Discloser that given the nature, purpose and characteristics of the Material, it:
 - a) is aware of all matters and state-of-the-art techniques that concern the safe transportation, handling, processing and storage of the Material (or residual thereof);
 - b) will comply with all relevant laws and regulations in relation to the safe transportation, handling and processing of any Material (or residual thereof); and
 - c) has all the facilities, permits, licences and specialized employees required for the safe transportation, handling, processing and storage of the Material (or residual thereof).

4. Damages Insufficient:

- 4.1. Any violation by Recipient, its Representatives or Affiliates, of this Agreement or any obligations pertaining to the Confidential Information or Intellectual Property Rights with respect to this Agreement may cause an irreparable prejudice to Discloser, which may not be fully compensated with damages (including after cancellation, annulment or expiration of this Agreement).
- 4.2. In the case of a violation identified in clause 4.1, Discloser will have the right to get an injunction from the competent tribunals, such as an injunction enjoining the immediate cease of the violation, without prejudice to its other rights and without the necessity of posting any security for legal costs.

5. Representations, Warranties & Indemnities

- 5.1. Disclosure of Confidential Information is made without any express or implied representation or warranty as to the accuracy, validity or completeness thereof. Discloser expressly disclaims any liability relating to said information, errors, invalidities or omissions thereof and therefrom.
- 5.2. Recipient shall indemnify Discloser, its relevant Representatives and Affiliates and keep them indemnified, from and against:
 - a) all losses, damages and costs that they may suffer or incur arising out of or in any way related to a breach of this Agreement;
 - b) and any personal injury, property damage or pollution or any other environmental impacts, constraints or consequences caused or sustained as the result of Recipient’s handling, storing, transporting or disposing of any Material.
- 5.3. Discloser, its Representatives and Affiliates, shall have no liability to the Recipients or any of its Representatives and Affiliates resulting from any use of Confidential Information.
- 5.4. If the Parties further sign other agreements regarding the Authorized Purposes, such decision will be based solely on such written agreements. Nothing in this Agreement shall impose any obligation on a Party to sign any further agreements in relation to the Authorized Purposes.
- 5.5. The Recipient represents that any Confidential Information it has received from Discloser prior to the

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System" of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

Effective Date has not been disclosed to a third party and that such Confidential Information has been kept strictly confidential in the manner described above in clause 2.

5.6. The Government of India / any department of Government of India shall be outside the purview of this confidential agreement.

6. Term & Termination of the Agreement

6.1. Subject to clauses 6.2 and 6.3 below, this Agreement starts on the Effective Date and remains in force for one (1) year unless:

- a) Terminated earlier in accordance with this Agreement; or
- b) A further period is granted by Discloser to the Recipient in connection with the Authorized Purposes.

6.2. Obligations of confidentiality and limited use and disclosure under this Agreement shall remain in force for ten (10) years from the Effective Date.

6.3. Discloser may, at any time, without cause or prejudice to its rights, terminate this Agreement, upon 5 days written notice to Recipient. Upon receipt of such notice, Recipient shall cease all use and disclosure of all Confidential Information and return or destroy it in accordance with this Agreement.

7. General Provisions

7.1. Nothing in this Agreement shall make either Party the partner or Representative of the other, nor create any fiduciary relationship.

7.2. All Confidential Information shall remain the exclusive property of Discloser, in its own right or on behalf of any of its Affiliates. Nothing in this Agreement shall grant any ownership right, licence or privilege in the Confidential Information to the Recipient.

7.3. A Party's delay or failure to exercise a right, power or privilege under this Agreement shall not operate as a waiver or preclude any future exercise thereof.

7.4. A Party may not assign, transfer or novate its rights or this Agreement, without the prior written consent of the other Party. However, a Party may assign, transfer or novate its rights or this Agreement to an Affiliate.

7.5. All notices under this Agreement shall be in writing, in English and hand delivered or sent by prepaid post addressed to the Legal Counsel of the relevant Party at its address shown on the first page of this Agreement or as otherwise later agreed in writing by the Parties.

7.6. The terms and conditions of this Agreement (including its preamble) form the entire agreement between the Parties on the subject matter hereof. This Agreement cancels and replaces any prior and contemporaneous agreements, declarations, representations, warranties and discussions, in any form, between the Parties on the same.

7.7. No modification of this Agreement shall be binding upon the Parties, unless made in writing and duly executed by same.

7.8. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of it shall remain in full force and effect.

7.9. This Agreement shall be governed and construed in accordance with the laws of India and the Parties consent to the exclusive jurisdiction of the courts in Koraput, Odisha, for any dispute arising out of this Agreement.

AGREED TO AND SIGNED as of the Effective Date.

National Aluminium Company Limited

SUCCESSFUL BIDDER

Signature: _____

Signature _____

Support Services for Operation & Comprehensive Maintenance of Central Air-Conditioning System” of capacity (4x5H126TR) of Nalco Bhawan, Bhubaneswar

Name _____

Name _____

Designation _____

Designation _____

PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY CONSULTANT

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

B. G. No.....

Date.....

WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its office at NALCO Bhawan, P-1, Nayapalli, Bhubaneswar - 751061 (hereinafter referred to as "The Company/Owner" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s.

.....having its registered office at.....(herein after referred to as "The Consultant" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for

on the terms and conditions as set out inter alia, in the Contract No./ Brief Order No.datedand various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and whereas the Consultant has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ sub-contractors.

AND WHEREAS one of the conditions of the "said contract" is that "Consultant shall furnish to the owner a Bank Guarantee from a bank for 10% (ten percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including defect liability obligations" and the performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the "said contract."

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

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

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 Consultant 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 are fulfilled.

ANNEXURE-10

POLICY DOCUMENTS OF NALCO

ANNEXURE-10 (A)

Energy Management System (ISO 50,001) Requirement:

1.1 Mandatory guidelines for saving any form of energy:-

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

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

- 1.2 The Energy Policy of NALCO is attached. The Service Provider needs to comply all the requirements of the Policy in consultation with the Manager-in-Charge of the contract.
- 1.3 In case the performance of the vendor is found to be unsatisfactory by the Manager-in-charge, the vendor may not be considered in future tender for similar jobs.
- 1.4 Owner’s Right to Accept or Reject a Bid: A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. NALCO shall respond to such queries within a reasonable time.

OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM AND ENVIRONMENTAL REQUIREMENT.

1.1. SAFETY:

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

1.2 PERSONAL PROTECTIVE EQUIPMENTS (PPEs)

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

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

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

2.0 GENERAL ENVIRONMENTAL REQUIREMENTS :

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

ENVIRONMENTAL POLICY

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

OBJECTIVES:

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

COMMITMENT:

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

OCCUPATION HEALTH & SAFETY POLICY

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

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

Sd/-

Chairman-cum-Managing Director.

SOCIAL ACCOUNTABILITY POLICY

We at 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 SA8000:2014 Standard;
- b) Conforming to all requirements of SA 8000:2014 Standard;
- c) Complying with National laws, other applicable laws and other requirements to which the organization subscribes;
- d) Respecting the International instrument as described in the SA 8000:2014 Standard.
- e) Continual improvement initiatives in all social aspects;
- f) Learning and training opportunities to all employees;

This policy is communicated and understood within the organization.

Date: 23.02.2017

Chairman-cum-Managing

ENERGY POLICY

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

Guiding Principles

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

Commitment

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

Chairman-cum-Managing Director

IT SECURITY POLICY

Policy Statement: Information Security will be an integral part of all business and social processes at National Aluminium Company Limited (NALCO).

Objective: NALCO will strive to ensure Confidentiality, Integrity, and Availability, of its Information Assets.

Commitment: NALCO is committed to meet the Information Security requirements of the Government of India and all other stakeholders by effectively implementing the Information Security Management System (ISMS).

Improvement: The ISMS implemented at NALCO will be periodically reviewed for effectiveness and will be suitably enhanced in view of changing trends and threats to the information assets.

Sd/-

Date : 03-12-2016

Chairman-cum-Managing Director

Item Rate BoQ

Tender Inviting Authority: Mr. P.K Subudhi, DGM (MECH) T&C						
Name of Work: SHORT TENDER Assistance/ Support Services for Operation & Maintenance of 0.3 MLD Sewage Treatment Plant at Nalco Nagar, Bhubaneswar'						
Contract No: TNCC-003/2023						
Name of the Bidder/ Bidding Firm / Company :						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) 1. The Bidder has to quote the rates in column-5 only in the BOQ before uploading same on e-procurement portal. 2. The Rates quoted by the bidders shall be inclusive of all taxes and duties as applicable on date of tender opening but exclusive of GST which shall be paid extra as per applicability. 3. Conditional Price Bids are liable for rejection. Discount mentioned separately over the rates quoted above will not be considered for evaluation of the bids						
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE Excluding GST In Figures To be entered by the Bidder in Rs. P	TOTAL AMOUNT Excluding GST in Rs. P	TOTAL AMOUNT Excluding GST In Words
1	2	4	5	13	53	55
1	Operation & Maintenance					
1.1	Assistance/ support service for Operation of 0.3 MLD capacity sewage treatment plant round the clock basis as detailed under 'SCC' and 'Manual & Operational Instructions for 0.3 MLD STP at Nalco Nagar' including tools & tackles & all manpower complete as per the instruction of Engineer-in-Charge per month.	6	MONTH		0.00	INR Zero Only
1.2	Maintenance of 0.3 MLD capacity sewage treatment plant round the clock basis as detailed under 'SCC' and 'Manual & Operational Instructions for 0.3 MLD STP at Nalco Nagar' including inspection, cost of water sample test report, tools & tackles, minor consumable like gasket, gland packing, MS springs, nut & bolts, rubber coupling, clamps, grease caps, spindle, thrust plate, wedge nut, wire mess, touch up with anti-corrosive paint, PVC flexible water hose for cleaning, minor welding etc. & all manpower complete but excluding the cost of chemical fertilizer, spares, lubricants stated at Sl. B as per the instruction of Engineer-in-Charge per month	6	MONTH		0.00	INR Zero Only
2	Supply of consumables and spare parts (As & when required Item)					
2.1	Urea	300	Kg.		0.00	INR Zero Only

2.2	Calcium Hydroxide / lime	300	Kg.		0.00	INR Zero Only
2.3	Grease	5	Kg.		0.00	INR Zero Only
2.4	Mobil	5	Litre		0.00	INR Zero Only
2.5	80 mm dia C.I. flange type Non- return valve	2	No.		0.00	INR Zero Only
2.6	80 mm dia C.I. flange type Sluice valve	3	No.		0.00	INR Zero Only
2.7	C.I. Coupling for Pump & Motor	8	No.		0.00	INR Zero Only
2.8	wide range pH test paper strip	1050	No.		0.00	INR Zero Only
2.9	PVC/HDPE discharge Pipe (100 mm corrugated suction hose)	5	RM		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				