



Request for Proposal (RFP)

For

Establishment of master stock yard at Raipur for cargo handling, stockyard & warehousing, for domestic sales and stock transfer/ Transhipment.

National Aluminium Company Ltd. (NALCO)

RFP Document No: TNCC-052/2025 Dated: 06/10/2025

CHECK LIST FOR THE BIDDERS

Bidders must submit the following documents to qualify against Pre-Qualifying Criteria and other mandatory criteria (if any) along with their original offer.

S.NO.	DOCUMENT	DESCRIPTION OF REQUIRED DOCUMENT	SUBMITTED
1	EMD Amount as per NIT Specification	BG/MSME/NEFT/RTGS	YES/NO
2	Work Order for technical PQC criteria with SOW, SCC and BOQ	Copies of WO (max three) meeting PQC Similar Works Criteria.	
		1.	YES/NO
		2.	YES/NO
		3.	YES/NO
3	Completion certificate	For above WOs as per PQC terms	
		1.	YES/NO
		2.	YES/NO
		3.	YES/NO
4	Audited balance sheet and Profit Loss account for the last three Financial years with signature, seal of Auditor or chartered accountants and UDIN no.	1. FY 2022-23	YES/NO
		2. FY 2023-24	YES/NO
		3. FY 2024-25	YES/NO
5	Financial Turnover Certificate Annexure-8(N)	For the last three years	YES/NO
6	All Supporting documents against MANDATORY MINIMUM QUALIFYING CRITERIA ("C" OF PQC).	Notarised copy of Required documents as per PQC.	YES/NO
7	PAN		YES/NO
8	GST Registration certificate		YES/NO
9	Affidavit towards Litigation History Annexure-8(B)		YES/NO
10	Power of Attorney / ownership / proprietorship/CIN/Letter of Authority Annexure-8 (C) /MOA		YES/NO
11	Declaration by the bidder Annexure-8(D)		YES/NO
12	Declaration of relative Annexure-8(E)		YES/NO
13	Bank Mandate Form for e-payment Annexure-8(F) / Cancelled cheque		YES/NO
14	Undertaking for downloading of tender documents Annexure-8(G)		YES/NO
15	GST Data of Vendor Annexure-8(I)		YES/NO
16	Preference to MAKE IN INDIA Annexure-8(J)		YES/NO
17	Compliance of Public order on Restrictions Annexure-8(K)		YES/NO
18	Declaration / information for deduction of tax at source u/s 194Q of Income Tax Act, 1961 Annexure-8(L)		YES/NO
19	Social Accountability 8000 Compliance Format Annexure-8(M)		YES/NO

20	Pre-Contract Integrity Pact Annexure-8(H)		YES/NO
21	Any deviation w.r.t. NIT Annexure-7		YES/NO
22	Conflict of Interest- Annexure-8 (O)		YES/NO

I/We M/s _____ have submitted the above declared documents along with RFP & GCC through GeM Portal for consideration of our offer.

NOTE: Bidder should ensure to submit documents as per Sl. No. 1 to 22 along with their original offer submitted through online portal including other documents of NIT. Additionally, other documents as per RFP to be submitted along with their offer for evaluation.

Documents at Sl. No. 2 to 4, 6 to 10 of above must be duly NOTARIZED or ATTESTED by Gazetted Officer.

SIGNATURE OF THE TENDERER WITH SEAL

To,

M/s

Sub: Request for proposal (RFP) for Establishment of master stock yard at Raipur for cargo handling, stockyard & warehousing, for domestic sales and stock transfer/ Transshipment.

Dear Sir,

Enclosing herewith the **REQUEST FOR PROPOSAL (RFP)** document for the above subject work and its specifications and scope of services is also explained therein.

1. Digitally signed Two Part bids under Open Tender System in prescribed format are invited from agencies having capability in meeting the Qualifying criteria attached at Annexure -1 of the RFP/NIT.
2. The Salient features of the Tender are as detailed in **PROPOSAL DETAILS of the RFP/NIT**.
3. Along with all desired documents, the RFP/Tender document need to be uploaded in e-procurement site of GeM Portal 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.GeM.gov.in**. The bidder should go through **INSTRUCTIONS TO BIDDERS (ITB)** enclosed at Annexure-2 prior to bidding.
4. Bids shall be evaluated based on documents uploaded by the bidders without any further reference to them. 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.
5. Bidders are required to submit hard copy of BG in shape of EMD (as applicable) in original in a sealed envelope and same should reach at the address indicated at **SI no 13 of PROPOSAL DETAIL** by Speed Post or through a reputed courier or by hand as mentioned at Page-4 and copy of same must be uploaded online in GeM Portal.
6. Amendments and/or Clarifications, hosted subsequently before last due date for uploading on website at www.GeM.gov.in for RFP/NIT shall also form part of the Tender Documents. Bidders are requested to visit these websites regularly to view/download notifications on Amendments and/or Clarifications before submission of their bids. NALCO shall not be responsible, for any omission or ignorance by any bidder in seeing the notifications on Amendment and /or Clarifications in the process of submission of their bid.
7. Following persons can be contacted for any clarifications.
 - i. Mr. Pravat Kumar Subudhi, DGM (Mech) T&C, Email: pravat.subudhi@nalcoindia.co.in,
 - ii. Mr. Jigyasu Gautam, DGM(MKTG), Email: jigyasu.gautam@nalcoindia.co.in
8. Scrutiny of offers will be done in-line with the facilities available in Portal **www.GeM.gov.in** i.e. based on documents uploaded by the bidder.

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

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iii	INSTRUCTIONS TO BIDDERS.	ANNEXURE-2
iv	SCOPE OF WORK AND SERVICES WITH DRAWINGS IF ANY	ANNEXURE-3
v	SPECIAL CONDITION OF CONTRACT.	ANNEXURE-4
vi	SCHEDULE OF QUANTITY.	ANNEXURE-5
vii	FEES & TERMS OF PAYMENT.	ANNEXURE-6
viii	FORMAT FOR SUBMISSION OF DEVIATION	ANNEXURE-7
DOCUMENTS TO BE SUBMITTED WITH THE BID AS SOFT COPY.		
i.	ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT/ ORIGINAL BG TO BE DEPOSITED at T&C DEPARTMENT, CORPORATE OFFICE, NATIONAL ALUMINIUM COMPANY LIMITED, NALCO Bhawan, P/1, Nayapalli, Bhubaneswar-751013.	ANNEXURE- 8A
ii.	LATEST AFFIDAVIT DULY NOTARISED AND EXECUTED IN NON-JUDICIAL STAMP PAPER TO BE SUBMITTED BY THE BIDDER FOR CRIMINAL BACKGROUND online/hard copy at T&C DEPARTMENT, CORPORATE OFFICE, NATIONAL ALUMINIUM COMPANY LIMITED, NALCO Bhawan, P/1, Nayapalli, Bhubaneswar-751013.	ANNEXURE- 8B
iii.	LETTER OF AUTHORITY.	ANNEXURE -8C
iv.	DECLARATION BY THE BIDDER	ANNEXURE - 8D
v.	DECLARATION OF RELATIVE	ANNEXURE - 8E
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vii.	UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS.	ANNEXURE - 8G
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ix.	GST DATA of VENDOR	ANNEXURE -8I
x.	PREFERENCE TO MAKE IN INDIA ORDER NO. P-45021/2/2017-PP(BE-II), DTD: 16.09.2020	ANNEXURE -8J
xi.	RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017	ANNEXURE -8K
xii.	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
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xiv.	CERTIFICATE-TURNOVER & NETWORTH	ANNEXURE -8N

xv.	CONFLICT OF INTEREST	ANNEXURE -8(O)
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DIFFERENT FORMS /FORMATS & DOCUMENTS REQUIRED FOR SUBMISSION OF BID / FOR THE PROPOSED CONTRACT.	
Annexure- 9A	LIST OF APPROVED BANKERS 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	GENERAL CONDITIONS OF CONTRACT (GCC) OF NALCO

DIFFERENT POLICY DOCUMENTS OF NALCO.	
1	All Policy Document as per Annexure-10 to be submitted with sign and seal of the bidder.

PROPOSAL DETAILS

1	NAME OF THE WORK/ SERVICE:	Establishment of master stock yard at Raipur for cargo handling, stockyard & warehousing, for domestic sales and stock transfer/ Transshipment
2	RFP/NIT REFERENCE NUMBER	TNCC-052/2025 Dated: 06/10/2025
3	MODE OF TENDERING (E tendering)	OPEN (TWO PART)
4	LOCATION OF THE WORK	BHUBANESWAR
5	TYPE OF WORK/SERVICE	SERVICE & REPEATATIVE
6	NO OF AGENCY REQUIRED	Number of Agency: 01
7	CONTRACT DURATION	05(Five) Year
8	PRE-BID MEETING:	NOT APPLICABLE
9	REVERSE AUCTION	APPLICABLE as per GeM Policy
10	LAST DATE AND TIME OF SUBMISSION OF ORIGINAL AND OTHER PARTICULARS IN HARD COPY TO BE SUBMITTED	07/11/2025, AT 11:00 AM
11	LAST DATE AND TIME OF SUBMISSION OF BID/PROPOSAL AT GeM PORTAL	07/11/2025, AT 11:00 AM
12	DATE AND TIME OF BID OPENING	07/11/2025, AT 11:30 AM
13	ADDRESS FOR ALL COMMUNICATIONS AND VENUE FOR TECHNO-COMMERCIAL / PRICE BID OPENING/ PRE-BID MEETING etc.	T&C DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED NALCO Bhawan, P/1, Nayapalli, Bhubaneswar-751013
14	VALIDITY OF OFFER	04 (FOUR) MONTHS FROM THE DATE OF OPENING THE BID.
15	EMD	₹. 8,80,275/- (Eight Lakh Eighty Thousand Two Hundred Seventy-Five only)
16	DEFECT LIABILITY PERIOD (Refer Clause No. 1.22 of Instruction to Bidders at Annexure-2 for detail)	03 Months
17	BANK GUARANTEE REQUIRED for FIM	NOT APPLICABLE
18	INTEGRITY PACT	APPLICABLE
19	TAXES & DUTIES.	THE RATES ARE INCLUDING ALL TAXES AND DUTIES AND ALSO INCLUDING APPLICABLE GST.
20	HRD CLEARANCE	NOT APPLICABLE
21	MINIMUM LABOURS REQUIREMENT FROM DIFFERENT CATEGORIES ENVISAGED FOR THE JOB.	NOT APPLICABLE
i.	Price Variation for Labour Escalation	NOT APPLICABLE
ii.	Price Variation for Diesel Escalation	APPLICABLE

1.0 PRE-QUALIFYING CRITERIA (A)

Similar Work Eligibility Criteria	Documentary proof.
<p>The bidder should have experience of having successfully completed “Similar Work” during the last seven years ending on last day of the month previous to the one in which the NITs are invited, should be either of the following;</p> <p>i. Completed Three “Similar Work” each (with above criteria) having executed value not less than Rs 70,42,200/- (Rupees Seventy Lakhs Forty-Two Thousand Two hundred only)</p> <p style="text-align: center;">OR</p> <p>ii. Completed Two “Similar Work” each (with above criteria) having executed value not less than Rs 88,02,750/- (Rupees Eighty-Eight lakhs Two Thousand Seven Hundred fifty only.)</p> <p style="text-align: center;">OR</p> <p>iii. Completed One “Similar Work” (with above criteria) having executed value not less than Rs 1,40,84,400/- (Rupees One crores Forty Lakhs Eighty Four Thousand Four Hundred only).</p> <p>Evaluation Criteria:</p> <p>Cost of the completed works by the bidder shall be escalated @10% per annum (simple rate) to bring them at the current price level. (The cost of work completed within one year prior to original date of bid opening shall not be considered for any weightage. The weightage shall only be considered for work completed prior to one year of original date of bid opening on annual basis and no weightage shall be given for part of the year.)</p> <p>Partially completed work in progress (not abandoned) shall be considered. In case of partially completed works the party has to submit the part completion certificate indicating the value of work completed (which should satisfy “Similar Work” and the performance/progress of the bidder should be satisfactory.</p>	<p>Work experience should be of “Working directly” and possess relevant experience as per the details given under experience criteria. “Working directly” implies, working as a Contractor or Sub Contractor under the Principal Owner of the work.</p> <p>The bidder should submit Work order copies showing Order value, Scope of Work & Bill of quantity for assessment of Experience Criteria.</p> <p>Satisfactory Completion Certificate indicating the value of work executed & period of contract should be obtained from Principal Owner of the work for whom the work has been executed.</p> <p>In case of past experience criteria, the experience as a sub-contractor to a main agency in a project awarded by any principal / project authorities shall be considered subject to following:</p> <ol style="list-style-type: none"> Bidder to submit detailed work order / PO/ Agreement from the main agency. Completion certificate issued by main agency. Copy of completion certificate issued by the Principal / project authorities in favor of the main agency showing due completion of the package. For any Experience / Completion certificate issued after 30/06/2022 submitted by any bidder, it should clearly bear name & designation of the issuing authority to qualify in PQC. <p>Note:</p> <p>In case the Bidder submits the work experience as a sub-contractor (of the Main Contractor), approval from the Principal agency/Client, against application submitted by Main Contractor during the course of execution for the engagement as Sub-Contractor of the Main Contractor, needs to be submitted along with the Bid for Consideration of Sub Contract Credential.</p>

<p>“Similar Work” means:</p> <ol style="list-style-type: none"> 1. Receipt and Handling of incoming metal at a rail-siding by rail and also at warehouse by road. 2. Stockyard cum warehousing for metal sales. 3. Loading and handling of metal for onward transfer to another stockyards/sales point. 	

(B)

ELIGIBILITY CRITERIA (FINANCIAL)	Documentary proof
<p>1) The average annual turnover of the vendor for last three financial years should be minimum Rs 52,81,650/- (Fifty-Two lakhs Eighty-One Thousand Six Hundred Fifty only).</p> <p>2) Net worth of the bidder during the latest financial year shall be positive as per audited balance sheet.</p>	<p>Audited Profit & Loss Account statement and balance sheet for Last Three Financial Years (FY-2022-23, FY-2023-24 & FY-2024-25). The bidders have to submit the copies of audited profit & loss account statement and balance sheet of the relevant years in support of the above qualifying criterion along with the bid dully signed by CA/Auditors with UDIN.</p> <p>While submitting bids, the bidder at times is not able to submit audited results of the previous financial year, as the same is not ready. In such a case for bids received prior to 30th June of any year, the financial figure for the previous to the previous year may also be considered for evaluation.</p> <p>Whereas for bids submitted after 30th June , the bidder may also submit financial statement for the previous year certified by Chartered Accountant / Auditor along with their UDIN with reason for not submitted the latest Financial year of Profit & loss Statement and balance sheet for consideration of their bid.</p> <p>(Turn over shall be escalated @10% per annum (simple rate) to bring them at the current price level. The turnover of the latest previous year shall not be considered for any weightage)</p>

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

<p>1. Required Infrastructure for Warehouse cum Stockyard Area with/near Railway siding having following.</p> <p>i. Area size: Storage space of approx. 25,000 sqft (min) and out of which min. 10,000 Sq ft storage space should be fully covered and should be within the offered space. The</p>	<p>Documentary Proof</p> <p>i. Bidder should submit notarised copy of layout of the premises to be offered indicating the open space as well as, covered space to be offered and wall fencing of the premises.</p>
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<p>proposed space should be within a single premise.</p> <p>ii. Wall Fencing: The stockyard cum warehouse should have secured wall fencing.</p> <p>iii. Location: Raipur, Chhattisgarh</p> <p>iv. Railway- siding: The stockyard/warehouse must have rail-siding facilities within the premises of contractor's warehouse cum stockyard or in close vicinity (i.e. max. within 10Kms) from the warehouse cum stockyard. Bidders to indicate the proposed siding to be used and also indicate the said Railway siding is a private or public siding.</p> <p>Note: Distance from the proposed site to the proposed rail siding will be ascertained (preferably by Google map) by the Site/Technical evaluation committee. The decision of the committee will be final and binding and no further representation will be entertained.</p>	<p>ii. Bidder should also submit documentary evidence (ownership document/ Notarized Lease Agreement with the lessor in favour of bidder) in support of availability of the proposed storage space for full tenure of the contract.</p> <p>iii. The bidder shall submit an undertaking along with their bid indicating the proposed siding to be used and the same siding will remain fixed for the entire contract duration.</p>
<p>2. The bidder has to submit an undertaking in form of an affidavit that within one month of mobilization period, they will deploy all resources to start the execution work as per scope, special conditions & other terms & conditions of contracts.</p>	<p>Affidavit on this effect to be submitted in a non-judicial stamp paper.</p>

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

- i. Agencies Intending to participate and get qualify need to fulfil the Pre-Qualification Criteria stipulated above.
- ii. Photocopies of supporting documents for meeting pre-qualifying criteria and all other documents required to be uploaded in GeM Portal should be attested by a notary public or Gazetted officer. The agency has to submit the work orders along with work completion certificates issued by the Principal Owner clearly indicating the quantum, value and type of work executed for the relevant period of work in support of the above qualifying criteria along with the tender.
- iii. NALCO reserves the right to use in-house information for assessment of Bidder's capability. Previous and present performance of contractors at NALCO sites shall be considered while evaluating their offers. For this, the party have to provide completion certificate / partially completed certificate to qualify against the PQC criteria. The certificate must indicate the completion status of the work "as successfully completed or not" for evaluation of their offer.
- iv. If any information in the bid is found to be incorrect or concealed, offer is liable for rejection.
- v. Partially completed work in progress (not abandoned) is to be considered against PQC. The part completion certificate submitted by the bidder should clearly indicate the value of work completed along with completed portion of the work (which should satisfy similar work) and the performance/ progress of the agency is satisfactory as per PQC.
- vi. **Joint venture/Consortium bidding will not be accepted.**

2.0 Other documents to be submitted along with PQC document which are part of tender evaluation: -

- i. The bidder should possess **GST registration certificates** as applicable for their firm & same needs to be uploaded.
- ii. **Bidders must be registered under GST and such registration must be visible on the GeM Portal for acceptance of their offer. Offers from GST unregistered bidder (As per GeM Portal information) will not be considered. However, in exceptional situation, offer from such bidder may be considered subject to approval by competent authority of NALCO.**
- iii. The party should also possess **PAN** in the name of the firm or sole proprietor. In case of PAN is in the name of sole proprietor, the proof of ownership of their firm along with the offer.
- iv. The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The bidder has to enclosed/upload **duly notarised Affidavit towards litigation history in non-judicial stamp paper as per Format enclosed at Annexure-8(B).**

INSTRUCTIONS TO BIDDERS.

ANNEXURE -2

1.0 MODE, SUBMISSION, RECEIPT AND OPENING OF TENDER:

- 1.1 All critical parameters of the contracts are indicated at PROPOSAL DETAILS i.e. refer INDEX OF NIT. Information at Proposal Detail supersede all other information otherwise stated anywhere in the NIT.
- 1.2 Tenders are to be uploaded in the e-procure web site (www.GeM.gov.in) on or before time & date specified at PROPOSAL DETAIL/extended bid submission date as per GeM portal guidelines. The PART-I bids of two part tendering shall be opened at the time & date specified at Proposal details.
- 1.3 **E-mail bids and hard copy of offer shall not be accepted.**
- 1.4 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. 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 work place. 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.
- 1.5 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. 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.
- 1.6 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 before submission of the bid. Failure to comply with the requirements of RFP will be at the Bidder's own risk.
- 1.7 Before submission of the bid, the bidders are requested to make themselves fully conversant with NALCO's General Conditions of Contract (GCC) attached as Annexure- 9G to the RFP/NIT or may refer to NALCO web site at which NALCO's General Conditions of Contract (GCC) is uploaded. The tenderer is advised to go through the GCC and get them-selves satisfied before quoting. It will be taken for granted by NALCO that tenderer has seen and gone through the terms and conditions of GCC and shall abide by this.
- 1.8 If requirement arises, 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 of bid opening.
- 1.9 An agency may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. However such queries shall be responded within a reasonable time. Clarification, if any, can be obtained from I/c T&C Dept. through E-Mail: pravat.subudhi@nalcoindia.co.in and nihar3.mohanty@nalcoindia.co.in
- 1.10 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.
- 1.11 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.

- 1.12 Tenders are to be uploaded in the e-procure web site (www.GeM.gov.in) on or before time & date specified at PROPOSAL DETAIL. Bidders are advised to upload complete set of Tender/RFP documents along with exception/ deviation statement to the tender terms & conditions. All covering letters & information are to be included in the offer. The tender should be uploaded online duly super scribing clearly the name of the work. The PART-I bids of two-part tendering shall be opened at the time & date specified at **PROPOSAL DETAILS**
- 1.13 In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet (Annexure-7) only. Deviation(s) listed at any other place of the tender shall not be considered and shall not be binding on NALCO. The tender shall be evaluated based on the deviation statement and no claim whatsoever shall be entertained irrespective of bidder has accepted this particular clause or not.
- 1.14 The Bidders also have to fill up all the prescribed Formats enclosed at Annexure-8 and upload along with the bid documents through online.
- 1.15 Financial implications of the agreed deviation as per assessment of NALCO will be loaded on the price quoted by the bidder. The same shall be communicated to the bidder/bidders before opening of their price bid through their e-mail ID. The bidders shall have to accept the same without any condition. Deviation not accepted by NALCO will have to be withdrawn by the bidder otherwise such bids may be disqualified/rejected.
- 1.16 NALCO reserves the right to defer the date of tender opening in case the response is considered inadequate or due to any other reasons. In such event, the bidders shall be intimated the next date of opening subsequently.
- 1.17 The price bid of the techno-commercially qualified bidders shall only be opened on a later date. The date & time of opening of price bid shall be intimated to the qualified bidders through www.GeM.gov.in web site. No separate e-mail/phone call shall be given to parties from NALCO's end. Accordingly, bidders will have to visit the e-procure (www.GeM.Gov.in) site regularly for getting information (If any) for the new development/price bid opening/Reverse auction etc.
- 1.18 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.
- 1.19 Bidders are requested to keep a watch for corrigendum; /addendum etc. issued against the tender at www.GeM.gov.in from time to time.
- 1.20 **PRE-BID MEETING: NA**
- 1.21 **QUANTITY VARIATION: Item rate contracts (O&M and Capital):** The Quantities mentioned in the schedule are approximate in nature and may vary by a wide margin within the contract value for which the contractor shall have no option but to execute the works, as per direction of the Manager-in-charge at the same rates, terms & conditions of the order. Payment shall be released to the contractor for the actual executed quantity only.
- 1.22 **DEFECT LIABILITY PERIOD (DLP): 03(Three)Months**
The defect liability period shall be reckoned from the date of completion of the contract period for supply and workmanship unless mentioned otherwise in Scope of Work / Special Condition of Contract. Duration of DLP is mentioned at Sl. No. 16 of Proposal Details at Page -7 of the tender document.

ACCEPTANCE OF TENDER:

- 1.23 NALCO reserves the right to reject all the offers in full or accept any or full or part or split the work or reduce or increase the quantity.
- 1.24 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 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.
- 1.25 NALCO reserves the right to award the work in parts between two or more agencies if considered expedient. The quoted rates shall hold good for such an eventuality.
- 1.26 Bidders may note that, Brief Order / Letter of Acceptance / 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 LOA / 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 Acceptance / Work Order.
- 1.27 Any communication such as Letter, BO, LOA, WO etc. shall be communicated to the Bidder through Registered post/ Speed post/ E Mail / Hand delivery. Any communication through any one or more of above modes shall be valid and binding on the Bidder.
- 1.28 A bidder's bid security/EMD (as applicable) will be forfeited if the bidder withdraws from the bid process after opening of part-1 bid or price bid (as per decision of NALCO) or amends its/his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance guarantee security within the specified period.
- 1.29 if the bidder withdraws the work order /LOA issued to them within the validity period of the contract period or amends its/his tender or impairs or derogates from the tender in any respect tender, action will be taken as per details available in RFP including forfeiture of EMD /Security Deposit (As applicable) and debarring the party for 01 year".
- 1.30 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.
- 1.31 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.
- 1.32 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.
- 1.33 **NALCO reserves the right to reject any Proposal if:**
 - 1.33.1 At any point of time, material misrepresentation is made or uncovered for a bidder
 - 1.33.2 The Proposer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- 1.34 Bidder should not be under liquidation, court receivership or similar proceeding and shall submit self-declaration for the same.

- 1.35 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.
- 1.36 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 (Executed in Non-judicial stamp paper) to this effect. The affidavit must be affirmed before the competent judiciary authority or duly notarized by Notary.
- 1.37 Wherever applicable, The Bank Guarantee is to be submitted in NALCO's prescribed format enclosed at ANNEXURE-9-D and to be submitted from NALCO's approved Banker only. The lists of approved banker are at Annexure-9(A). The original Bank Guarantee (other than EMD BG) is to be sent directly by the Bank under speed post or registered post with AD to the address of Manager-in-charge of concern dept. The contractor shall submit the self-certified photocopy of the Bank Guarantee mentioning dispatch reference of bank from where the original was sent.
- 1.38 **EARNEST MONEY DEPOSIT(EMD):**
- The tenderer must pay Earnest money (EMD) as given in the Notice Inviting Tenders (NIT). Tenders not accompanied with earnest money deposit will be rejected. The earnest money preferably paid ON LINE mode or Bank Guarantee from any Nationalized/ Scheduled Bank. Guarantee in the prescribed proforma as indicated in the tender document in favor of **National Aluminium Company Ltd payable at Bhubaneswar.**
 - The Bank Guarantee so furnished by the tenderer shall be only in the proforma prescribed by NALCO and valid for three months more than the bid validity period i.e. incase bid validity is four months, the BG should be seven months from the date of opening of the tender. No interest shall be paid by **NALCO** on the Earnest Money deposited by the tenderer (Annexure- 9 {D-1}).
 - The Public Sectors and Government agencies are exempted for submission of EMD.
 - Micro and small MSME bidders registered for service or manufacturing or both (if applicable) are exempted for submission of EMD. Other MSME bidders must have to submit EMD for acceptance of their offer. This is as per prevailing guidelines of MSME (F.No: 1(3)/ 2018-MA.Part-III,Govt. of India, Office of Development Commissioner Micro, Small & Medium Enterprises)(Public Procurement Policy,dtd.25.03.2022).
 - GEM Portal has the provision of capturing number issued by MSME to their vendors. Accordingly, vendors must have to register their UAM / MSME details at GEM Portal.
- i. 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 **Part-B of Annexure –8A** 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: pravat.subudhi@nalcoindia.co.in and will be considered as a final proof of receipt of EMD.**
 - A copy of the **Annexure-8(A)** and Transaction slip/receipt of the Bank shall also be uploaded along online 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.
 - Normally offers without EMD (wherever asked) shall not be considered. However, in exceptional cases, where number of techno-commercially acceptable offers is less than three, the bidders who have not submitted EMD may be asked to submit EMD before price bid opening giving suitable time limit with the approval of competent authority.
- 1.39 **Refund of EMD:** The EMD will be returned to all unsuccessful bidders within fifteen days of award of the work with approval of competent authority. EMD of successful bidder shall be returned after

submission of Initial Security Deposit /Security Deposit. The EMD of the successful bidder if paid in form of DD/e-payment shall be adjusted towards initial security deposit.

1.40 Conflict of Interest: Applicable.

1.41 GUIDELINE FOR REVERSE AUCTION (Wherever Applicable):

Following procedure /guideline to be followed in case NIT stipulates "Reverse Auction to be followed after Price Bid opening.

1. Reverse Auction will be strictly as per GeM policy & guidelines.
2. Only those bidders whose offers are found to be techno-commercially acceptable, the price bids of those bidders will only be opened. Excluding the H1 bidder as per the Price offer or as per GeM Portal guidelines can only participate in Reverse Auction as per GeM Policy. The H1 price offer bidder cannot participate in the process of Reverse Auction.
3. NALCO shall in no way will be responsible for any cause for which a bidder/bidders could not participate in the reverse bidding process. To avoid such eventuality, bidders must take most care for power failure, loss of internet connectivity and other issues that may arise during date & time of reverse bidding.
4. NALCO reserve the right to cancel/reschedule/extend the date & time of reverse bidding process without assigning any reason.
5. If a bidder does not participate in the REVERSE AUCTION, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The inter-se position of the said bidder shall be considered based on their position on completion of reverse auction as per GeM portal information.
6. The date and time for Price bid opening shall be indicated separately.
7. Starting bid price shall be the L1 offer price received against the tender and on which the bidders has to submit the discount.
8. GEM Portal Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all.
9. The bidders shall not divulge either his bids or any other exclusive details to any other bidders during bid evaluation process & reverse bidding process.
10. **The subject work will be awarded to the party quoting lowest rates after reverse auction.**

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-052/2025, DATED: - 06/10/2025
2)	DESCRIPTION OF TENDER	Establishment of master stock yard at Raipur for cargo handling, stockyard & warehousing, for domestic sales and stock transfer/ Transshipment.
3)	EMD AMOUNT (IN RS) & IN WORDS	₹. 8,80,275/-.
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: pramod.jena@nalcoindia.co.in

2.0 **BID EVALUATION CRITERIA:**

2.1 **Opening Part-I of bid :** On the bid due date and time mentioned in 'Notice Inviting e-Tender' or extended bid due date as the case may be, the Part-I of the bid will be opened by tender inviting authority or his representative on the www.GeM.gov.in e-procure site . In the event the specified date of bid opening being declared a holiday for owner, the bid shall be opened on the next working day through online.

2.2 Offer of the firm fulfilling the minimum criteria as detailed in Annexure -1 (QUALIFYINGCRITERIA) shall be evaluated further as stipulated in the RFP/NIT.

2.3 **Condition for Techno-commercial Bid Evaluation:**

- i. Submission of responsible bid, rests with the 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. Performance of Bidder on works executed/ under execution in NALCO may also be taken into consideration before selecting the Bidder for opening of his Techno Commercial or price bid.

2.4 **Clarification of Bids/ Shortfall documents**

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

2.5 **Opening of Price Bid and Evaluation of Price Bids**

A. Part-II – (Price Bids) bids will be opened for bidders, whose bids are techno-commercially considered acceptable as per evaluation criteria and intimated to bidder through available provision in E-procure portal. Date and time for opening PRICE BID will intimated through the web site only.

B. The price bids of the techno-commercially qualified bidder shall be evaluated as per the following:

- i. The Bidder has to quote the rates in relevant column in the relevant BOQ of the portal only.
- ii. The Rates quoted by the bidders shall be inclusive of all taxes and duties as applicable on date of tender opening and also inclusive of applicable GST.
- iii. Wherever GST Input Tax Credit (ITC) on GST is not available to NALCO considering nature of job, the GST Amount payable by NALCO towards the same shall be loaded on the bidder's quoted value to arrive at the relative position of the bids.

- iv. Conditional Price Bids are liable for rejection. Discount mentioned separately over the rates quoted above will not be considered for evaluation of the bids.
 - v. Party quoting lowest rates (L1 bidder) shall be considered for award of work subject to acceptance by NALCO. However, as the GST is inclusive of the Unit rate quoted in BOQ, while evaluating L1 bidder the lowest base rate exclusive of GST will be considered.
 - vi. **Purchase Preference Policy for MSEs (Micro and Small Enterprises) and Ancillary Units is applicable as per Office Memorandum-F.No.1(3)/2018-MA, Part-III, dated: - 25.03.2022 issued by Office of Development Commissioner (Micro, Small & Medium Enterprises) (Public Procurement Policy).**
- 2.6 **IN CASE THERE IS A TIE IN L-1 POSITION, the L-1 offer shall be decided as per GeM system Procedure.**
- 2.7 **BID EVALUATION 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.
- 2.8 **NEGOTIATIONS AND AWARD OF WORK:** Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held only with the lowest bidder. Bidder shall attend such negotiation meetings and if requested by the Owner shall provide the analysis of rates /break up of amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price. However, no uncalled for or voluntary rebate offered shall be considered for evaluation.
- 2.9 **AWARD OF WORK:**
- i. Successful Bidders may note that, Letter 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 acknowledge of receipt.
 - ii. Bidders may note that Letter of Acceptance (LOA) / Brief Order / 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 LOA / Brief Order / Work Order duly signed by them or their authorized representative as a token of receipt of the same within fifteen 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 Acceptance (LOA) / Work Order. Any communication such as Letter, BO, LOA, WO etc. shall be communicated to the Bidder through **Registered post/ Speed post/ e-mail/ Hand delivery**. Any communication through any one or more of above modes shall be valid and binding on the Bidder.
 - iii. As per GeM Portal provision, Request for Price match with L1. Price match requests will be initiated from the buyer panel and sent to eligible (MSE/MII/Others as per GeM portal policy) sellers.
 - iv. Allocate quantity to be awarded. Allocation of quantity to eligible MSE & MII seller will have to done by the buyer as per his judgement as per MSE-MII policy.
 - v. Offer Validity extension - Buyer and L1 sellers can mutually extend the offer validity online.

- vi. Cancel Bid - Buyer has an option to cancel the Bid before award of bid.
- vii. Negotiation with L1 is not allowed after the 'Create Demand and Draft Order' step.
- viii. Quantity increase or contract period extension is allowed after contract generation.
- ix. Increase/decrease in quantity or contract period is allowed before contract generation.
- x. Contract cancellation option will be available after contract generation.
- xi. In case of Multiple L1 and all are Non MSE bidders and L2 bidder is MSE, then RUN L1 option will not be provided. Price Match option will be given to MSE bidders within the L1+X% band as per MSE/MII & GeM Portal guidelines.
- xii. After Denial of price match by MSE /MII bidders, Run L1 option will be given to all non MSE bidders.
- xiii. In case of Multiple L1 with both MSE & non MSE bidders, Run L1 option will be only applicable for MSE bidders.
- xiv. After Denial of price match by MSE bidders, Buyer can select non MSE bidder & can proceed with negotiation.
- xv. Negotiation with L1 is not available after price match request.
- xvi. If buyer has opted for Splitting, Option to split will appear on click of 'Create Demand and Draft Order
- xvii. In bid with Purchase preference opted, In case of Multiple L1 with only one MSE & other non MSE bidders, Run L1 option will not be displayed.
- xviii. In case Purchase preference is opted and Splitting is enabled in the bid, counter offer will be mandatorily sent to all MSE seller in range of L1+X%
- xix. According to the latest manual for procurement of Goods issued by Department of Expenditure, Ministry of Finance in July 2024, negotiations after RA are prohibited. However, if a buyer still wishes to negotiate and their manual permits it, they may proceed.

2.10 EXECUTION OF AGREEMENT:

- I. The successful tenderer shall be required to execute an agreement with the Owner in the proforma attached at Annexure 9(E-1) 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 within 10 days of the receipt by him of the notification of acceptance of the tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money or his initial security deposit will be forfeited and the acceptance of the tender shall be considered as cancelled. No bills shall be payable unless the agreement is executed(Annexure-9{E-1}).

- II. The agreement should be executed in NALCO, Corporate Office Bhubaneswar within 10 days of receipt of LOA/BO or before starting of the work, whichever is earlier.
- III. No bill shall be payable unless the agreement is signed, if signing of agreement is applicable.
- IV. 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.**

3.1 SECURITY DEPOSIT:

- 3.1.1 A sum of 05% of the accepted value of the tender or actual value of the work done whichever is higher for contracts to be deposited within 20 days from the date of issue of order/LOA/LOI etc. by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.
- 3.1.2 Alternatively, Initial Security Deposit amounting to 2.5% of the contract value shall have to be deposited, within 20 days of receipt of Work Order/LOA/LOI by him. In this case, the balance amount of the security deposit shall be recovered through deductions from bills as indicated under Payment term.
- 3.1.3 In case the successful bidder fails to submit the ISD /SD, with in a period of 20 days from the date of issue of work order/ LOI, the ISD amount along with a simple interest @12% per annum as penalty, applicable from the date of work order till the date of submission of ISD or submission of 1st RA bill, shall be recovered starting from 1st RA bill.
- 3.1.4 The contractor can submit the initial SD or total SD in the form of either bank draft or bank guarantee from any NALCO approved bank in the prescribed format {ref Annexure-9 (D)-2} .
- 3.1.5 The Earnest Money Deposited along with the tender, by the successful bidder, if any shall be adjusted towards security deposit / initial security deposit.
- 3.1.6 **The Earnest Money Deposited along with the tender, by the successful bidder, if any shall be adjusted towards security deposit / initial security deposit. Otherwise EMD will be refunded to bidder after closing of contract or in case the party submitted full amount of BG towards SD(Security Deposit) excluding EMD.**
- 3.1.7 The security deposit will be released after release of final bill and successful completion of the defect liability period on certification of Manager-in charge / Engineer-in charge.

3.2 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. Separately in the Special conditions of contract. GST as applicable shall also be recovered **(For details please refer clause no -24 of GCC).**
- b. **MAXIMUM LIABILITY:** Notwithstanding anything stated herein, Agency's total cumulative liability inclusive of liability due to delay in completion, any other specific penalty as applicable due to GCC and any other liability that may be due on account of terms and conditions of contract shall be limited to the total contract value.
- c. **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.

- 3.3 **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. Refer GCC for details.
- 3.4 **LIMITATION OF LIABILITY AND TRANSFER OF RIGHTS / LIABILITIES**
Neither owner/NALCO nor the contractor will be entitled to transfer their rights and liabilities under this contract to any third party except their respective legal successor and assignees and with the written consent thereto by the other party.
- 3.5 **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.
- 3.6 **CONFIDENTIALITY 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 (F)
- 3.7 **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.
- 3.8 **VARIATIONS IN CONSULTANT'S SCOPE OF WORK: N.A.**
- 3.9 **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 /Contractor shall be bound to hand over all documents and materials before claiming any payment as per (i) above.

3.10 SETTLEMENT OF DISPUTES & ARBITRATION

3.10.1 AMICABLE SETTLEMENT: -

If any commercial dispute, other than those where the decision of NALCO / EIC/ MIC is final and binding as per the contractual terms, whatsoever arises between NALCO and the Contractor/ Vendor in connection with or arising out of the Service Contract / Work Order/ Purchase Order, as the case may be, including without prejudice to the generality of the foregoing, any question regarding its existence, interpretation, validity or termination, or the execution of the Contract, whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall resolve such dispute or difference by amicable settlement. If the parties fail to resolve such dispute or difference by amicable settlement, then the dispute may be settled through Mediation by High Level Committee / Arbitration/ other remedies available under the applicable laws.

3.11 Resolution of Dispute by Mediation through High Level Committee (HLC): -

If the parties fail to resolve a dispute or difference by amicable settlement, such dispute or difference, if the parties agree, may be referred to Mediation for settlement and the same shall be guided by the provisions of The Mediation Act, 2023 or any other applicable law for the time being in force & amendment thereof.

3.11.1 Invitation for Mediation: -

- i. A party shall notify the other party in writing about the dispute or difference it wishes to refer for Mediation within a period of 30 days from the date of failure to resolve the same through amicable settlement. Such notice for Mediation shall contain sufficient information relating to the dispute and the precise claim (monetary and/or declaratory) to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- ii. Upon the receipt of the notice for Mediation from a party, the other party shall intimate its stand and counter claim, if any, within a period of 30 days from the date receipt of such notice and both the claim and counter claim, if any, will be referred for Mediation.
- iii. The parties shall file their claim and counterclaim in the following format;
 - a) Chronology of the dispute
 - b) Brief of the contract
 - c) Brief history of the dispute
 - d) Issues

SI No.	Description of Claims/ Counter claims	Claim Amount in INR	Relevant Contract Clause

- e. Details of Claim(s) / Counter Claim(s)
- f. Basis / Ground of claim(s) / counter claim(s) along with relevant clause of contract.

Statement of claims shall be restricted to maximum limit of 20 pages.

- iv. If no reply/ response is issued within 30 days of the date of receipt of notice to refer the dispute or difference for Mediation, the Mediation shall be treated as stands failed.

3.11.2 Mediation: -

- 3.11.2.1 Subject to the provision of The Mediation Act, 2023 or any other applicable law, where notice for Mediation has been issued and responded to under Clause 1.2.1 hereinabove, the dispute or difference will be referred to a High-Level Committee (HLC) to be constituted by CMD, NALCO, for settlement through Mediation. The constitution of the HLC by the CMD, NALCO will be as per the guidelines detailed in clauses 1.2.2 (ii) to 1.2.2 (iv).
- 3.11.2.2 HLC will be a committee comprising of three members, who are eligible as per the clause 1.2.2 (iii). However, there will be single member HLC for disputes involving claim and counter claim (if any) up to JNR. 1 crore. CMD will have authority to reconstitute an HLC filling any vacancy. The party invoking mediation shall propose names of mediators who are eligible as per clause 1.2.2 (iii) hereinbelow, for consideration by the CMD, NALCO. The number of names proposed should be twice the number of mediators in the HLC which will be formed.
- 3.11.2.3 The persons eligible for consideration to be members of the HLC shall be either Retired High Court Judges, or, Retired Civil Servants of Govt. of India not below the rank of Additional Secretary, or, Retired Chairman / Chairman Cum Managing Directors / Managing Directors/ Directors of any Maharatna/ Navratna CPSEs in India other than NALCO Ltd., who is/ are registered as mediator with the Mediation Council of India, or is/are empanelled as Arbitrator with the Delhi International Arbitration Centre / Orissa High Court Arbitration Centre/ IAC / Indian Council of Arbitration.
- 3.11.2.4 The persons selected as a mediator / member of the HLC shall disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his/ her independence or impartiality as a mediator. The said disclosure is required to be given by the mediators prior to the conduct of mediation. Further, during the mediation, the mediator/ member of the HLC shall, without delay, disclose to the parties in writing any conflict of interest, that has newly arisen or has come to his/ her knowledge that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator/ member of the HLC.
- 3.11.2.5 Upon disclosure under 1.2.2(iv), if either party desires to replace any member of the HLC or in the event of death/incapacity/withdrawal by any of the mediator from the HLC, then, the HLC will be reconstituted following the process as given above.

3.11.3 Proceedings before HLC: -

- 3.11.3.1 On constitution of the HLC, along with the intimation regarding the constitution of the HLC, its member/s will be furnished with the information relating to the dispute and the precise claim (monetary and / or declaratory) as well as stand and counter claim of the respective parties. The HLC will convene its meeting at the earliest, but not later than 30 days of its constitution. The HLC shall be provided with all necessary inputs, clarifications etc. by both the parties. Thereafter, the HLC shall assist the parties in an independent, neutral and impartial manner in their attempt to reach an amicable settlement of their dispute. The HLC shall at all times be guided by the principles of natural justice, objectivity and fairness and protect the voluntariness, confidentiality and self-determination of the parties, and maintain the standards for professional and ethical conduct as may be specified. The HLC shall be free to decide the process and procedure to be adopted for mediation and the same shall be subject to due consent of both the parties.
- 3.11.3.2 In case of 3 members HLC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not present.
- 3.11.3.3 The HLC shall attempt to facilitate voluntary resolution of the dispute by the parties and communicate the view of each party to the other to the extent agreed to by them, assist them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of settlement and generating options in an attempt to resolve the dispute expeditiously, emphasizing that it is the responsibility of the parties to take decision regarding their claims. The HLC shall only facilitate the parties in arriving at a decision to resolve a dispute and shall

not impose any settlement nor give any assurance that the mediation may result in a settlement.

3.11.3.4 The parties shall be represented by their respective authorized representatives, who will produce proper Letters of Authority before the HLC. No party shall be allowed to bring any advocate or outside consultant/ advisor/ agent. However, subject to the discretion of the parties, the ex-employees of parties may represent their respective organizations if they were the Manager-in-Charge/Engineer-in-Charge/Dealing Officer of the contract at the time of dispute/ cause of action. Parties shall not claim any interest on claims/ counter-claims from the date of notice invoking Mediation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Mediation till the date HLC submits the non-settlement report and 30 days thereafter in any further proceeding.

3.11.3.5 HLC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 120 days from the date fixed for the first appearance before the HLC. If required, the parties may agree to extend the period of mediation for a further maximum period of 60 days. HLC will submit draft settlement agreement containing its recommendations to both the parties on possible terms of settlement. If the parties accept the draft settlement agreement of the HLC, then the settlement agreement will be executed by both parties with all HLC members as witnesses. However, in case parties do not accept, then the HLC will submit the non-settlement report.

3.11.3.6 If, the draft Settlement Agreement shared by the HLC is acceptable to both the parties, the same will be signed within 15 days of acceptance and the same shall be authenticated by all the HLC members as witnesses. The acceptance/rejection is to be communicated by each party to other and to the HLC within 45 days of the receipt of the draft settlement agreement from HLC. After signing, the settlement agreement same shall be final and binding to both the parties and thereafter there shall be absolute bar for initiating arbitration. In case of non-agreement/ non-acceptance of the draft settlement agreement, the HLC shall submit a non-settlement report to both the parties and the mediation proceedings shall stand terminated from the date of receipt of the said non-settlement report.

3.11.3.7 The venue of the HLC meeting shall be at Bhubaneswar. All the expenditure incurred towards arrangement for the venue of the mediation proceedings and fee & expenses of the HLC members and expenses incurred towards venue shall be shared by the parties equally.

3.11.4 **Fees & Facilities to the Members of the HLC:** - The cost of Mediation proceedings including expenses towards arranging of venue of the mediation proceedings and fee & expenses of the HLC members shall be as provided herein below:

Sl. No.	Fees/ Facility	Entitlement
1)	Fees	INR 20,000 per meeting to each Mediator. In addition, each Mediator to be paid INR 10,000 for attending meeting to authenticate the settlement agreement. However maximum fee shall be INR 2,10,000 per case per Mediator.
2)	Secretarial expenses	INR 10,000 lump sum.
3)	Transportation in the city of the meeting	Car as per entitlement or INR 2,000 per day
4)	Expenses towards Venue for meeting	Venue will be NALCO conference rooms at Bhubaneswar with fooding expenses as per actuals.
Sl.	Fees/ Facility	Entitlement

No.		
Facilities to be provided to the out stationed member		
5)	Travel from the city of residence to the city of meeting.	Economy class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare.
6)	Transport to and from airport/ railway station in the city of residence	Car as per entitlement or INR 3,000
7)	Stay for out stationed members	In NALCO Guest House or in hotel to be arranged by one of the parties.

Aforesaid fees is subject to government guidelines on austerity measures, if any. All the expenditure incurred in the HLC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the HLC proceedings.

- 3.11.5 The parties shall keep confidential all matters relating to the Mediation proceedings. Parties shall not refer or rely upon them and/or not produce them as reference / material papers / evidence in arbitration or court or any other proceedings.

3.12 Arbitration: -

- 3.12.1 If the process of mediation by HLC fails to arrive at a settlement between the parties any of the party may, within Thirty (30) days of such failure, give notice to the other party of its intention to refer the dispute/ difference for arbitration indicating the precise claim amount and/ or relief sought, as per the conditions as stated hereinafter provided, as to the matter in dispute/ difference, and no arbitration in respect of the matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration can be resorted to only in cases where the disputed amount (i.e. total amount of Claims including claims of interest, cost etc.) does not exceed no crores and is not below 50.00 Lacs including all types of interest, cost etc. In case the disputed amount exceeds Rs. 10 Crores or less than 50.00 Lacs, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than arbitration.

Since, mediation is a pre-condition for arbitration, any claim/ dispute which has not been referred for mediation, shall not be referred for arbitration.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/ Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/ details of the claims and counter-claims thereafter.

(The party invoking arbitration, at the time of invocation of arbitration, along with the notice, shall submit all the details of its claims including the Heads/Sub-heads of the claims and the documents relied upon by it for its claims. On receipt of notice invoking arbitration as well as the details of the claims and the documents relied upon by the claimant for its claims, within 30 days of the receipt, the other party shall give its response to the said notice, and within 60 days shall submit its counter-claims including the Heads/Sub-heads of the counter-claims and the documents relied upon by it for its counter-claims. The parties shall not file any details of the claims and counter-claims and/or documents etc. thereafter.)

The parties hereby agree that the claims/ counter-claims raised by them at the time as mentioned above shall be final and binding and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever. Where the dispute/ claim is for the payment of money, no interest shall be payable on whole or any part of the money for any period between the date on which cause of action arose and the date on which the award is made.

- 3.12.2 Any dispute in respect of which, a notice of intention to commence arbitration has been given in

accordance with Clause 1.3.1, shall be finally settled by arbitration.

- 3.12.3 Any dispute referred by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, NALCO in the following manner: -
- a) On receipt of a notice of intention to commence arbitration given in accordance with Clause 1.3.1, CMD, NALCO will send, within 30 days of receipt of the notice, to the party (other than NALCO) names of three persons from the panel of arbitrators of Orissa High Court Arbitration Centre and/or Delhi International Arbitration Centre and/or Indian Council of Arbitration and/or IIAC, for the said party to choose any one of them to be the Sole Arbitrator.
 - b) The party other than NALCO on receipt of the names as mentioned at (b) above, shall select any one of the person names to be appointed as a Sole Arbitrator and communicate his name to CMD, NALCO within thirty days of receipt of the names along with written consent for agreeing to waive the applicability of Section 12 (5) of the Arbitration and Conciliation Act, 1996, conveying its agreement for appointment of Sole Arbitrator by CMD NALCO as provided under this arbitration clause.
 - c) On receipt of communication as provided above, CMD, NALCO shall there upon appoint the said person as the sole Arbitrator within 30 days of receipt of the communications as mentioned at (b) above.
 - d) If none of the names communicated by CMD, NALCO are acceptable to the party (other than NALCO) or the said party fails to communicate such selection as provided at (b) above within the period specified, any of the parties may approach Hon'ble High Court of Orissa at Cuttack for appointment of Sole Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996.
 - e) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, NALCO to appoint another person in his place in the same manner as mentioned above. The person so appointed as Sole Arbitrator shall proceed with the reference from the stage where his predecessor had left.
 - f) The seat and venue of arbitration shall be at Bhubaneswar. However, if **the situation so warrants venue of arbitration may be at as and where required basis, and may be held at the place where the site of work is situated.**
 - g) The fees, expenses, if any, of the Arbitrator, expenses towards venue of **arbitration shall be equally shared by the parties. The fee of the Sole Arbitrator shall be as under:**
 - h) The Arbitrators shall be paid fees as per the Fees prescribed in the Fourth Schedule of the Arbitration & Conciliation Act, 1996 and amendments, if any made thereof.
 - i) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:
 - a) 40% of the fees if the Pleadings are complete
 - b) 60% of the fees if the Hearing has commenced
 - c) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
 - j) Each party shall pay its share of arbitrator's fees in stages as under:
 - a) 40 % of the fees on Completion of Pleadings
 - b) 40% of the fees on conclusion of the Final Hearing
 - c) 20% at the time when arbitrator notifies the date of final award.
 - k) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.
 - l) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
 - m) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties and any future interest as awarded by the Arbitrator shall not be more than 5% per

annum simple interest.

- n) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re enactment thereof and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

3.12.4 Notwithstanding the above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between NALCO and any other Central Public Sector Enterprises (CPSEs) / Port Trusts and also between NALCO and Government Departments / Organizations or University under the Central Government (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), NALCO and State Governments/ State PSUs / Public authority / Organizations or University under any State Government, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE Office Memorandum No.05/0003/2019-FTS-10937 dated 14 u, December, 2022 read with DPE OM No. DPE-05/0002/2023-AMRCD dated 25th July, 2024 including further DPE OMs / clarifications and / or any amendments relating to Administrative Mechanism for Resolution of Disputes CPSEs Disputes [AMRCD]. The decision of AMRCD on the said dispute will be binding on the parties.

3.13 Notwithstanding any reference to the Mediation or Arbitration herein,

- a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- b) NALCO shall pay the Contractor any monies due to the Contractor.

3.14 **Jurisdiction/ Governing Laws:**

(a) **Jurisdiction:**

For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of the courts at Bhubaneswar in the State of Odisha (India) only.

(b) **Governing Laws:**

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

- 3.15 **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 procurement will not constitute or be deemed to be waiver of such conditions of procurement and will not affect or impair such conditions of procurement 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 procurement.
- 3.16 **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.
- 3.17 **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.
- 3.18 **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 procurement.
- 3.19 **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.

3.20 **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.

3.21 **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

3.22 **(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 issue 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, filing 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 than 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.

3.23 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.**
- 3.24 **STATUTORY PROVISIONS: As applicable for the work based upon law of the land.**
- 3.25 **PF ACCOUNT AND ESI CODE: NOT APPLICABLE**
- 3.26 **PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE: APPLICABLE LAW ISSUED BY AUTHORITY.**
- I. Please refer Annexure 9(B) for payment details for workman.
 - II. Payment of wages to the labour employed by the contractor shall be as per the Central Government notification fixing minimum wages for different categories of labour in Central Public Enterprises from time to time plus an additional element as indicated below (as a part of wages).The contractor shall have to make labour payment accordingly, along with applicable statutory benefits. Therefore, the contractor must quote their rates considering the labour rates indicated at Annexure-9B.
 - III. The contractor has to ensure payment of minimum bonus @ 8.33% on the notified minimum wages for each category including the additional elements but excluding canteen subsidy (Considering minimum salary as Rs.7000/- per month) to all his workmen engaged in the contract annually.
 - IV. As per statutory provisions, contractors will have to pay the monthly wages of contract labourers latest by 10th of subsequent month as well as deposit the statutory contributions within due date. In case of failure to do so, NALCO as principal employer will pay wages/release the payments to the concerned labourers at any time after the 10th of subsequent month without any further intimation.
 - V. If the date of payment is beyond 10th of subsequent month or there is direct payment, Nalco reserves the right to recover up to 25% as administrative charge on the amount of labor payment plus GST on administrative charges in the RA/Final Bill.
 - VI. The contractor failing to make payment of labour wages as per applicable Law, may be debarred / banned for conducting future business with NALCO.
- 3.27 **PRICE VARIATION FOR LABOUR: NOT APPLICABLE.**
- 3.28 **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.
- 3.29 **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) Misbehaviour 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.GeM.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(www.GeM.gov.in) 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.
- 3.30 **COMPLIANCE TO INTEGRITY PACT:**

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (to be executed on plain paper), as per format attached at Annexure-8(H) of NIT , which may be considered as pre-signed by the Employer, and submit the same duly signed on all pages by the Bidder's Authorized Signatory in a separate sealed envelope before stipulated NIT / submission time at the address specified in the NIT . Bidder and its Subsidiary (ies) and/or Holding Company and/or Subsidiary(ies) of its Holding Company / Consortium members shall individually sign Integrity Pact (IP) and shall submit in a separate sealed envelope before stipulated NIT submission time at the address specified NIT . Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP)' shall lead to outright rejection of offer Proposal as being non-responsive and shall not be opened.

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

1. Independent External Monitors (IEMs)

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

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

Smt. Deepa Krishan IRS (Retd.) e-mail: deepakrishan@gmail.com
Dr. Meeran C Borwankar IPS (Retd.) E-mail: mcborwankar@gmail.com
Mr. Hare Krushna Das, IAS(Retd.) E-mail: hkdash184@hotmail.com

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

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

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

Designation — DGM(Mech.) T&C
Tender Inviting Authority
Tender & Contract
Dept: NALCO,BBSR
Email: Pravat.subudhi@nalcoindia.co.in

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

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.

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

I. Products to be handled

- a) Steel /Poly strapped Aluminium Ingots bundles such bundle containing 49 pcs / 44 pcs. of Al. Ingots and gross weight per bundle: 1 MT (Approx.)
- b) Aluminium Sow Ingots of different sizes, maximum weight per piece: 1.0 MT (Approx.)
- c) Aluminium Wire Rods weight per coil: 2 to 3MT (Approx.)
- d) Billets in bundle – The number of pieces in each bundle and bundle weight will depend upon cut length (maximum cut length 5800 mm). The weight of a bundle may be to the tune of 3 MT max. The Billets will be strapped on a wooden runner.
- e) Steel/Poly strapped Rolled Products in Coil Form mounted on wooden frame: 4 MT (Max.)
- f) Steel/Poly strapped Rolled Products in Cut-to-length Sheet packed in wooden frame: 3 MT (Max.)
- g) T-Bars/T-Ingots in rectangular shape blocks, each block weighing about 1.0 MT (Approx.)
- h) Any other form of Aluminium and other products manufactured by NALCO.

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

- a. Handling and Receiving of Nalco's stock by truck at stockyard/warehouse and by rail at rail-siding which should preferably be inside the premises of such warehouse / stockyard or in close vicinity (i.e. maximum 10 KM) from the stockyard premises and located within Raipur, subject to acceptance of booking by Railways Authorities/Eastern Rly/South Eastern Rly/East Coast Rly/CONCOR; Subsequent storage, delivery, etc as per detailed terms and conditions at ANNEXURE-3(I).
- b. Stockyard/Warehousing facility management, delivery and other services for domestic sales as per detailed terms and conditions as at ANNEXURE-3(II).
It is the responsibility of the contractor to co-ordinate the above 2 areas of works so that NALCO's domestic sale of metal are effected as per schedule.

III. a) NALCO shall mean National Aluminium Company Limited or their authorized representative, having its Registered Office at Nalco Bhawan, P/1, Nayapalli, Bhubaneswar – 751 013, Odisha, which shall be hereinafter referred to as NALCO.

- b) **Volume of Work** - On an average, about **60,000 MTs (Sixty thousand MTs)** of cargo is expected to be handled in a year for sale in domestic market and onward transfer to various stockyards at Delhi, Jaipur, Baddi, or any other location in case Nalco opens additional stockyards. However, NALCO does not guarantee the quantum of work. No claim from the contractor shall be entertained in the event the volume of work is substantially lower or higher. NALCO does not guarantee any definite volume of work during the tenure of the contract. It is a tentative program of NALCO to handle around **3,00,000 MTs** under this contract. These indications are, however, purely tentative and it cannot be made the contractual obligations of NALCO and subject matter for any claim or litigation by the contractor.

IV. Parallel Contractor: NALCO reserves the right to appoint any other contractor(s) on the same or similar terms and conditions or otherwise for full or part of the contract, or for any part of the scope of this contract. This contract does not restrict the right of NALCO to take recourse

to the above conditions even if notice of termination is not served and contract terminated with the contractor.

- V. **Alternative Arrangement:** In absence of timely and proper performance by the contractor, NALCO reserves the right to utilize the services of any other contractor without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet his contractual obligations, the work shall be got completed at his risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of NALCO for any other action including termination, forfeiture of security deposit etc.
- VI. **Commencement of work:** A mobilization period of one month (maximum) from the date of placement of Work Order shall be allowed. No extension for mobilization period shall be permitted.
- VII. **INSURANCE**
Insurance by NALCO: Material will be insured by NALCO for transportation from Nalco's plant to any Nalco Warehouse/Stockyard in India and is subject to insurance company's Marine Cargo Policy terms and conditions, governing the same relating to various clauses as prescribed by the underwriters.
Stock insurance of the stockyard / warehouse / godowns shall be arranged by the NALCO (also called OWNER). The owner shall arrange the policy of Burglary (including theft/pilferage) for owner's stock. The owner shall also arrange for Fire and Special Perils policy for its stockyard / warehouse / godown. The amount settled by the insurance company excluding incidentals will be reimbursed to the contractors after recovery of 125% of the value of the loss (if any) from the contractor.
- VIII. **SAFEGUARD / SECURITY OF NALCO's STOCK AT STOCKYARD/WAREHOUSE OR DURING ITS CUSTODY WITH THE CONTRACTOR**
The contractor shall take adequate measures / precautions to safeguard Nalco's materials at stockyard/warehouse and under his custody against burglary/theft, pilferage, damages of any kind and any loss / shortage that may occur. In the event of any loss / shortage due to theft, pilferage, damages of any kind during storage at stockyard/warehouse or under contractor's custody, cost equivalent to 125% of the value of such losses/damages shall be recoverable from the contractor or adjusted against service charges payable to them on account of sales effected without prejudice to any other actions. In case of theft / burglary at stockyard/warehouse or under contractor's custody, the contractor shall be responsible for lodging the FIR with the Police and the same should be intimated forthwith to Nalco. **The contractor shall also provide all assistance and documents to NALCO for lodging the insurance claim.** In case the loss estimated at 125% of the value of loss/shortage recoverable from the contractor, becoming insufficient with respect to the amount payable to the contractor, the same shall be recovered by taking recourse to encashment of Bank Guarantees against security deposit for contract performance and issue of material for handling, stock holding etc (i.e the BGs for handling, storage, etc the formats as enclosed at Annexure-9 -D(2) and 9-D(3). **If the value of security available by way of BGs and pending bills, put together, falls short of the recoverable value, the short-fall shall be made good by the contractor.**
- IX. **Termination of contract by NALCO :** If the contractor does not commence the work in the manner described in the contract documents or if NALCO notices/finds the occurrence of any one or more the following events /contingencies or any other breach or default:-
a) Failure to carry out the work in conformity with the contract documents.
b) Failure to carryout and execute the work in accordance with the time schedule to the satisfaction of Nalco.
c) If the contractor abandons the work.
d) Due to breach of any of the terms & conditions on the contract by the contractor.
e) Distress execution or other legal process being levied upon any of the contractor's goods and/or assets.
f) If the contractor or any person employed by him takes or offers for any purpose connected with the contract any gratuity, royalty, commission, gratification or other inducements

(whether money or in any other form) from/to any employees or customers or their authorized representatives of NALCO.

- g) If the contractor during the continuance of the contract becomes bankrupt makes any arrangements or composition with his creditors or permit any execution to be levied or go into liquidation.
- h) If any criminal investigation or proceedings are initiated against the contractor.

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

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

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

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

No compensation is payable for any delay in releasing payments. This is subject to any recovery which NALCO is entitled to make from the bills of the contractor. The contractor has to enclose the proposed deviation statement with RA bill once the executed value of work reaches 80% of

the awarded value. GST registration of the contractor is mandatory. No activities in this contract should suffer due to non-availability of GST registration on part of the contractor.

- XIV. **Force Majeure:** The contract is subject to force majeure conditions which includes circumstances including acts of God in the event of stoppage of work in any establishment of NALCO during the contract period, or owing to work, riots, strikes, lock-outs, trade disputes, break downs accidents, fire, tempest, Govt. orders or restrictions imposed by Govt. of India, Governmental decrees, shortage of materials, non-availability of shipping space and/or causes beyond control of NALCO.
- XV. **QUOTATION & RATES:** The contractor shall quote rates against respective schedule of rates in the BOQ after duly acceptance of the detailed Rate Schedules, careful analysis of costs involved for performance of jobs considering all requirements of labour, trucks, materials, equipment and whatsoever is necessary for due execution of work. In case it is noticed that the rates quoted by the contractor are unusually high or low, it will be sufficient cause for rejection of tender unless NALCO is convinced about the reasonableness of the rates on scrutiny of the analysis of such rates to be provided by the contractor on demand. It is to be noted that, it is not obligatory on the part of NALCO to call for any such analysis before rejecting the tender.
- XVI. The contractor is deemed to have fully acquainted himself with – (a) the nature of job to be performed by him (b) the requirement of trucks, labour, materials, equipment (c) conditions of roads for movement of our cargoes and (d) all the necessary information whatsoever is necessary for the execution of the work, before quoting and no claim whatsoever will be entertained for any omission or commission by the contractor in this regard.
- XVII. The rates quoted shall be firm during the period of contract except for the price variations indicated and inclusive of all charges. In case GST is leviable for such services, the contractor shall raise **tax-compliant Invoice** showing GST component separately.
- XVIII. No idle charges shall be paid/payable to the contractor either for handling equipment or labour or for any reason whatsoever.
- XIX. Should any items/jobs arise beyond the scope of work given in the schedules of rates at BOQ, specific price for that particular item/job shall be negotiated and agreed to for implementation of the same.
- XX. **Criminal Background:**
The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary. Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfilment of PQC on group entity terms). The litigation history shall include:
- (i) Arbitration cases pending.
 - (ii) Disputed incomplete works.
 - (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings
 - (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
 - (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings

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

(a) "Corrupt practice" means the offering, receiving or soliciting of anything of value to influence the action of a public official in the contract execution.

(b) "Fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of NALCO, and includes collusive practices amongst the bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive NALCO of the benefits of free and open competition.

XXI. All operations under the scope of work of the contractor shall be executed by the contractor so as to match the rake clearance interests and despatch program of NALCO. The contractor shall mobilize adequate numbers of workmen, appliances, equipment, machineries and supervisors to fulfil this responsibility. On such exigencies the contractor shall also maintain his warehouse fully operational beyond his normal working hours and on Sundays and holidays. If required the contractor should arrange for rake unloading and despatch of material simultaneously.

XXII. The contractor shall not exercise any lien on NALCO's stocks on account of any payment or contractual disputes. The contractor shall indemnify NALCO & NALCO's stock in his custody from any claim arising out of property ownership/tenancy dispute, industrial disputes etc.

XXIII. The contractor shall notify well in advance and keep NALCO posted on the development which may lead to Law and Order problem within and/or in immediate vicinity of his premises, Industrial disputes and other development which may hamper/prevent the contractor from execution of his contractual obligations.

XXIV. NALCO does not guarantee any definite volume of work during the tenure of the contract. It is a tentative program of NALCO to handle around 60,000 MT per year under this contract and it is estimated that 25,000 sq.ft. (approx.) storage space including 10,000 sq.ft. of fully covered space would be required for stockyard/warehouse. These indications are, however, purely tentative and it cannot be made the contractual obligations of NALCO and subject matter for any claim or litigation by the contractor.

XXV. **DEFECT LIABILITY PERIOD:** Liabilities for Defect, Imperfections etc. and Rectifications thereof. If it shall appear to the authorities of NALCO that any activity/service has been executed but has not effect into required final event / occurrence or otherwise not in accordance with the contract, the contractor shall on demand in writing from the authority of Nalco specifying the activity/service complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith complete the activity / render service at his own charge and cost, and in the event of failure to do so within a period to be specified by the Authorities of Nalco in his demand aforesaid, the Nalco Authority may on expiry of notice period rectify or remove, and re-execute the activity /service or remove and replace with others, the activity/service complained of as the case may be at the risk and expense in all respects of the contract. The decision of the Nalco Authority as to any question arising under this clause shall be final and conclusive. Defect liability period for this contract shall be three months from the date of expiry of the contract.

XXVI. **OTHER TERMS & CONDITIONS:**

- a. If conflicts between documents, comprising the contract arise, the following shall prevail in the order as below;
 - LOA/WO including any agreed variation.
 - Schedule of rates/Bill of Quantity
 - Technical specifications
 - Special Conditions of Contract
 - Instruction to Bidders
 - General Condition of Contract

- Relevant Indian Standards

b. CONDITIONS FOR DEBARRING A CONTRACTOR

- Failure to mobilize for the work - The contractor does not mobilize and start work on the scheduled date or within reasonable period.
- Failure to adhere to the time schedule of work - Time schedule indicated by Officer-in-charge will be compiled every week and default in adhering to schedule will have to be

reported to HOD for necessary action. Depending on the work requirements HOD may initiate debarring proposal.

- **In case of any serious offence committed by the contractor: e.g.- sabotage, fraud, theft of company property etc. any time during execution of work, debarring process starts immediately.**
- In case the contractor does not execute the contract satisfactorily, banning for a period up to one year may also be imposed.

XXVII. BID EVALUATION PROCEDURE:

On receipt of bids from the bidders, a designated site evaluation committee will visit the sites of the bidders to access the infrastructure facilities, verification of submitted documents, physical conditions of the proposed facility etc as per the Sl. No. 1. (C) of PQC and other requirements as per SCC. The committee will submit their report to the Technical acceptance Committee.

Technical Acceptance Committee shall evaluate the offers of the bidders based on PQC criteria as per S.No.1.C and site evaluation committee report and NIT terms and conditions & recommend the opening of price bids of the qualified bidders.

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

1. The Contractor has to do the following activities:
 - a. Liaisoning and coordinating with officials of Rlys Authority, NALCO, etc for ascertaining programme of movement of rake and truck carrying Nalco's materials.
 - b. All handling activities at Railway authorities siding for material received through rake/rail/etc.
 - c. Receiving of Nalco's stock by truck at stockyard/warehouse and by rail at rail-siding which should preferably be inside the premises of such warehouse / stockyard or in close vicinity from the stockyard premises and located within Raipur. Contractor has to effect payment of all statutory charges imposed by the Govt for such cargo.
 - d. In case shortage is observed in transit for dispatch from Nalco's smelter plant/refinery to Raipur siding, the contractor should arrange for obtaining all relevant shortage certificates and lodging of initial monetary claim on railways on NALCO's behalf or arrangement for obtaining shortage certificate/ surveyor's report from the surveyor of NALCO's underwriters together with wagon wise joint inspection report duly signed by contractor and surveyor.
 - e. Re-bundling and re-strapping of bundles received/found loose in order to make them transport worthy.
 - f. Receipt of material as per incoming rake/truck and keep the material wagon-wise/truck-wise in the stockyard with proper protection from rain / water / dust / dirt.
2. **Contractor Responsibility with respect to Nalco's Domestic Materials:** The contractor's responsibility shall include: -
 - i. Co-ordination with Indian Railways, CONCOR, other agencies;
 - ii. Handling and Receiving of Nalco's stock by truck at stockyard/warehouse and by rail at rail-siding which should preferably be inside the premises of such warehouse / stockyard or in close vicinity (i.e. maximum 10 KM) from the stockyard premises and located within Raipur.
 - iii. The contractor shall arrange unloading the materials from trucks/wagons and re-loading of the same into trucks at stockyard and transportation up to final delivery of material to NALCO's different stockyards/customer's premises. The scope also includes all activities involved for effectively executing the work.
3. **Rail siding and Warehouse / Stockyard Area:** Contractor shall arrange for sufficient stockyard/warehouse space at their cost and store NALCO's material in such yard. The Contractor shall be responsible for keeping the entire area secured and making watch and ward arrangement for the stockyard/warehouse and shall take all steps for proper and safe custody of the goods from the time of receipt & unloading till the dispatch of goods. The contractor shall on the instruction of NALCO effect sales delivery and stock-transfers ex-stockyard/warehouse for domestic materials.

For handling, storage, delivery, etc of the material of NALCO coming from Nalco's Smelter Plant Angul-Odisha for sale in Domestic market, the Warehouse/Stockyard shall have 25,000sq. ft. (min.) storage space. The storage yard shall be located in Raipur and shall have gravelled surface. The yard shall have 25,000 sq.ft. (min.) storage space for our stock as well as uninterrupted movement of both incoming and outgoing traffic. The contractor shall provide parking space for stock laden trucks during working as well as off-working hours within the yard premises. Out of the above area, min. 10,000 Sq.ft area to be under fully covered space.

The above 10,000 sq ft area should be within the proposed 25000 sq. ft. area and it should be fully covered storage space which will be required for storing Wire Rods, Strips, Rolled Products, Billets, etc and should be specifically earmarked for NALCO.

The area should be free from any water logging /rain water accumulation. Proper care should be taken to protect the coils from rain water.

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

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

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

authorities refuse to carry out joint inspection and to give shortage certificate, the contractor shall carry out wagon wise joint inspection with the surveyors of NALCO's underwriter and obtain the shortage certificate/joint surveyors report form the surveyors of NALCO's underwriters.

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

18. That contractor shall deliver the material only against Despatch Instruction / Delivery Order issued by authorised signatory of NALCO's. Contractor shall also obtain customer's (or their representative's) signature thereon to the effect that they have received the material as per the Despatch Instruction / Delivery Order. Contractor shall raise the Invoice-cum-Challan on behalf of NALCO on case to case basis on specific authorization of NALCO whenever required. Contractor shall also obtain proper LR's from concerned transporters on delivery of material, as per NALCO's instructions and send the same (including the Invoice-cum-Challan wherever specified) to NALCO in proper order immediately / next working day.
19. In order to safeguard the genuineness of documents the specimen signature of authorised representative of NALCO will be provided to the contractor. Any change in authorization will be notified to contractor. Similarly, the contractor should also provide the specimen signature of their authorized representative to NALCO.
20. **Support services / facilities:** The entire documentation / exercise / operation will be carried out by Contractor, the details of specific activities from the point of receipt of metal in rake/truck and issuance of instructions by NALCO till delivery of metal accounts, etc. will be worked out as per instruction of NALCO. Necessary infrastructure like latest suitable/compatible computers and computer-peripherals with compulsory / dedicated internet broadband connection, printer, email connection, fax, telephone line, round the clock power back-up etc should be available and arranged by the contractor to carry out the day-to-day job properly. The computers should have the required configuration for loading and operating NALCO's SAP software for which the contractor should provide trained personnel having knowledge and competency in operating and handling NALCO's SAP system.
21. NALCO shall send dispatch intimation about dispatch from Plant to Contractor through email / phone / fax. The contractor shall send intimation to NALCO regarding the details of all consignments remaining in transit for more than 15 days from the date of dispatch to enable NALCO to lodge claims with Railways / transporter / Insurance Company for sick wagon / damage and missing consignments.
22. Contractor will send a Report daily along with required documents like LR's, etc. in respect of sales up to that period along with a statement showing item wise break-up of stock received, delivered and balance material stock in Stockyard/Warehouse. The receipt, stock and dispatches will be worked out on a daily basis and weekly statement should be provided by the contractor to NALCO. However, the dispatch details statement in favour of the customers will be provided on a daily basis. For this as required by NALCO the format etc. will be given to the contractor to prepare the report. The starting point could be the data generated at Smelter dispatch. The contractor shall also submit daily status report after arrival of rake at railway siding at Raipur to NALCO for quantities collected, delivered etc. and also such additional particulars as may be required.
23. That the contractor shall not have any right to pledge or hypothecate the material and shall hold the material on behalf of NALCO. The contractor shall exhibit near the entrance to the yard in a permanent place indicating the ownership of the NALCO in respect of the goods stored therein.
24. That the contractor shall maintain proper record of accounts in respect of receipt of stocks and dispatches (daily, weekly and monthly basis) and also of RR in respect of stocks received by them at their stockyard/warehouse. The contractor shall also maintain Plant Invoice wise, Party wise sale and stock register. The monthly closing stock should be jointly inspected by NALCO and the contractor upon which monthly closing statement shall be jointly furnished. In case any shortage is observed during such joint inspection, the loss on account of such shortages shall be recoverable @125% of the value of loss from the contractor.
25. The contractor shall carry out work i.e. loading, unloading, stacking, delivery and other operations on Sundays and Holidays also if exigency arises in the interest of the progress of the work without any extra charges to NALCO.

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

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

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

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

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

- I-A-1 The storage yard shall have office space and clean and hygienic drinking water and toilet facility. There shall be provision of washing water arrangement of sufficient pressure at strategic locations. The storage yard shall have internet, computers, printers, round the clock power back up, telephone & fax connection in working order.
- I-A-2 Contractor shall arrange for sufficient yard space at their cost and store NALCO's material in such yard. The Contractor shall be responsible for keeping the entire area secured and making watch and ward arrangement for the open yard and shall take all steps for proper and safe custody of the goods from the time of receipt & unloading till the dispatch of goods.
- The storage yard shall be in located in Raipur and shall have gravelled surface. The yard shall have 25,000 sq.ft. (min.) storage space for our stock as well as uninterrupted movement of both incoming and outgoing traffic. The contractor shall provide parking space for stock laden trucks during working as well as off-working hours within the yard premises. The yard shall be securely enclosed with brick wall, of height about 10 ft. topped with barbed wire-fence. The yard shall have floodlight for good visibility during night working hours and for security reason.
- Out of the above, 10,000 sq ft area should be a fully covered storage space within the offered space, which will be required for storing Wire Rods, Strips, Rolled Products, Billets, etc and should be specifically earmarked for NALCO. No material other than NALCO's material can be kept inside the above covered storage space. The area should also be free from any water logging /rain water accumulation. Proper care should be taken to protect the coils from rain water.
- I-A-3 The contractors shall maintain proper accounting of stock receipt, stock on hand and stock delivery and implement sound warehouse management practices. A daily report of the receipt stock and despatch status & documents against Letter of Credit (LC) related supply shall be submitted to NALCO by 11.00 A.M. of next working day. The report shall be in the format as specified by NALCO. In addition to the daily report, the contractor shall promptly provide any other information pertaining to the work covered by tender verbally and / or in writing as required by NALCO and send a consolidated weekly and monthly report in a manner prescribed by NALCO.
- I-A-4 The contractors shall deploy sufficient number of guards/watchmen/gunmen at the gates, warehouse and on beat duty. The contractor shall maintain such records and manage the security system in such manner as to provide full proof security cover for NALCO's stocks. The contractor should provide watch and ward arrangement at Warehouse/stockyard area round the clock along with CCTV surveillance.

- I-A-5 Contractor shall provide for adequate number of weighing scales. They would also provide crane / hydra facilities for handling, loading, unloading of NALCO's products requiring mechanical handling in the open yard and / or manual labour as may be required. Forklift shall be used to handle different forms of Ingots, T-Ingots, Sows and Rolled Products. Hydra cranes will be used to handle Wire Rod Coils and Rolled Product Coils. The material shackles/belt sling will be adequately padded to prevent any damage to wire rod coils during handling. For Rolled Products, belt sling have to be used for handling the same to prevent any damages.
- I-A-6 The contractor shall provide to NALCO officials' free access at all times to the warehouse premises for stock inspection & supervision and inspection of contractor's contractual obligation. The contractor shall also provide free access, working space and reasonable co-operation, upon request from NALCO, to any authorized representative of NALCO's agencies/surveyors for execution of their bonafide business.

I-B. Stock Unloading Services: Stock unloading services to be provided under this tender shall be as follows:

- I-B-1 The stocks shall arrive by truck at stockyard/warehouse and by rail at rail-siding which should preferably be inside the premises of such warehouse / stockyard or in close vicinity (i.e. maximum 10 KM) from the stockyard premises and located within Raipur. The contractor shall unload the stocks from rake/trucks using only mechanical appliances viz. forklift, cranes, etc providing proper supervision and release the trucks within four hours of its reporting during normal working hours. With regard to dispatch of material from plant by trucks, in case trucks are not unloaded and released on the same day due to contractor's fault, detention charge if any, charged to NALCO due to above will be deducted from the contractor's bill. The stock arriving by Railway Rake shall be around 2500 MTs to 3700 MTs per rake and it is the responsibility of the contractor to clear the rake within the Railway demurrage/ wharfage free-time. In case, the contractor fails to maintain the required tempo of operation and consequently NALCO incurs wagon or load demurrage/ wharfage from Railways, the contractor shall be responsible and the same shall be recovered from contractor's pending bills and / or Security Deposit or otherwise.

In addition to physical load, the contractor shall receive and preserve such documents pertaining to the delivered stocks and shall arrange to hand over the same to NALCO/authorized agencies as and when instructed.

- I-B-2 The contractor shall properly inspect the stock on arrival and provide proper & factual receipt to the carrier in acknowledgement of the stock received. The acknowledgement, in addition to the other details, shall clearly specify the following:
- a) Name of materials & quantity under each lorry receipt. In case of Ingot bundles, the bundle marks and numbers and quantity of Ingot in each bundle.
 - b) The condition of strapping of the Ingot bundle whether good/loose/broken condition and the entire condition of Rolled Products and Billets packing.

In case of receipt of metal by rail from Smelter Plant any Ingot bundle do not contain the full correct quantity of Ingots; or Ingots are received in loose or any of the materials is found in damaged condition, a joint inspection and/or counting shall be arranged by the contractor with the authorized representative of the carrier and actual findings endorsed on the Rail Receipt under joint signature of the contractor and carrier's representative. The contractor shall also immediately inform NALCO of such deliveries over phone and submit by next working day, a report in writing.

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

I-C. Stock Removal/Stacking:

- I-C-1 After unloading from the rail / truck and sequentially and immediately thereafter, the stock shall be removed to the storage yard and wherever applicable, stacked as per direction of NALCO. Only mechanical appliances viz. Forklifts etc. shall be utilized for the removal under proper supervision. The contractor shall not be entitled for any compensation for any subsequent removal/stacking/restacking operations. The stacks shall be arranged as per truck load in case of transportation by road and if otherwise in such manner as to make the marks and numbers of each of the bundle/piece/drum clearly visible and sufficient space between the stacks shall be provided for easy access during stock inspection and for handling operation to facilitate prompt loading and delivery. Stocks like Wire Rods/Cast Strips/Rolled Products etc should be immediately shifted to the covered space as mentioned earlier.
- I-C-2 The contractor shall be fully responsible for maintaining such records so as to provide correct position of the stocks held by them along with its location.

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

- I-D-1 The contractor shall arrange to deliver the stock strictly as per NALCO's delivery instruction/Sale Order. The contractor shall use mechanical appliances viz. Forklift, Cranes etc. and remove the stocks from deposit point /stack and load on trucks under proper supervision. The contractor shall ensure that all trucks reporting at the warehouse during normal working hours to receive NALCO's stocks are loaded and released within four hours of its reporting. The contractor shall be fully responsible for deployment of adequate numbers of forklift, crane, manpower and supervision so that dispatches from the contractor's premises can be effected to match NALCO's program for domestic supply to match NALCO's buyer's requirements.
- I-D-2 The contractor shall be fully responsible to ensure that stocks are delivered by him to NALCO's customers or to parties authorized by NALCO and obtain their proper receipts. The contractor shall also handover such documents that may be specified by NALCO, on the same day after completion of delivery. Any consequential loss to NALCO due to delayed submission of such documents by the contractor shall have to be borne by the contractor and shall be deducted from their bills.
- I-D-3 The contractor shall load and place the stocks on the trucks in such manner as to fully utilize truck capacity volume wise/weight wise and/or as per NALCO's instructions.
- I-D-4 All stocks before exit from contractor's premises shall be suitably dry and/or water cleaned for removal of dust, grime and grease etc. The contractor shall ensure that such cleaning work is to the satisfaction of NALCO and completed within the time schedule of NALCO's buyer's requirements.

- I-D-5 The tare and gross weight of the truck will be taken as a matter of routine while delivering the metal in the trucks of the customers. This will be an integral part of the loading operation and for gross checking only. However, the weighment on the challan / invoice / documentation shall be based on weighment mentioned in the documents issued by Smelter Plant.
- I-D-6 The contractor shall check & ensure LR issued by the transporters while delivering materials against different types of sale.

I-E. Stock Re-bundling

- I-E-1 As and when instructed by NALCO, the contractor shall arrange ~~men~~ workmen, material and machine and execute re-bundling of Nalco's Ingot bundles/Wire Rods/Billets/Rolled Products packets. The re-bundling shall be to the satisfaction of NALCO. The contractor shall ensure to complete such re-bundling work within the time schedule of NALCO's delivery program. For this the contractor should possess the re-bundling machine for re-bundling of NALCO's products with iron straps and also for re-bundling of NALCO's products with polyester straps whenever the job arises. The polyester straps should be min 16 mm width, min 0.89 mm thickness and breaking load min 2000 newton. The contractor has to maintain sufficient stock of iron and polyester straps at any given point of time. NALCO reserves the right to have such re-bundling work executed through one or more agencies other than the contractor. The contractor however, shall allow free access to such agencies and provide suitable working space within the premises.
- I-E-2 If any bundle received in good condition by the contractor, is found loose or with straps in broken condition whilst in the custody or during delivery by the contractor, its re-bundling shall be arranged by the contractor at no extra cost. In case of failure NALCO reserves the right to get the job done by other agencies at the risk and cost of the contractor.

I-F Stock Marking

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

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

- V. For the services rendered under the various responsibility, terms and conditions of the tender, the contractor shall be paid strictly as per BOQ / "Schedule of Rates" at Annexure-5. No extra charges shall be payable for execution of work, responsibility and fulfillment of terms and conditions not covered by the tender. These rates shall be firm and free from escalation during the tenure of the contract.
- VI. It shall be the sole responsibility of the contractor to ensure that the mechanical appliances deployed for services covered by the tender shall be in sound operating conditions, staff and operators well trained and skilled and supervision proper. The contractor shall be responsible at his own cost, for observance of all Statutory Laws, Acts & Rules applicable on the ownership and operation of the warehouse and appliances. The contractor shall indemnify NALCO against all claims for damages/losses caused by appliances/workmen of the contractor to property of the associated agency or against third party claim.
- VIII. The contractor shall abide and fulfill all the provisions of the Minimum Wages Act, Contract Labour (Regulations & Abolition) Act, 1970, Employees State Insurance Act and all other applicable Act Rules & Regulations etc. made under such laws and related laws and shall absolve NALCO of all liability in respect of the contractor's employees or their dependents or agents.
- IX. During the execution of contract, if any accident arise resulting in death or injury to any person including employees of the contractor, then the contractor shall be liable to bear all expenses/compensation and indemnify NALCO from any demand, claim or proceedings occasioned or instituted by such injured person or on his behalf.
- X. NALCO shall have the right to appoint any other agency on same or similar terms and conditions for otherwise to render the same or similar services during the currency of the contract. The contractor shall not restrict the right of NALCO to take recourse to the above parallel arrangement even if notice of termination is not served and contract terminated.

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

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

1. **Warehouse /Stockyard Area with Railway Siding:** Material coming from Nalco's Smelter Plant Angul-Odisha or any plants of Nalco shall be received and handled at rail siding at Raipur which should be preferably inside / within the premises of contractor's warehouse / stockyard or located in close vicinity **maximum within 10Kms** from the stockyard premises and located in Raipur. The materials in the stockyard/warehouse shall be stacked, stored, delivered, etc by the contractor for the purpose of sales & transhipments in Domestic market sales purpose. The Warehouse/Stockyard shall have 25,000 sq. ft. (min) storage space. The storage yard shall be located in Raipur and shall have gravelled surface. The yard shall have 25,000 sq. ft. (min.) storage space for our stock as well as uninterrupted movement of both incoming and outgoing traffic. The contractor shall provide parking space for stock laden trucks during working as well as off-working hours within the yard premises. Out of the above area min. 10,000 sq. ft. area to be under fully covered space. **The above 10,000 sq ft area should be within the proposed 25000 sq. ft. area and it should a fully covered storage space which will be required for storing Wire Rods, Strips, Rolled Products, Billets, etc and should be specifically earmarked for NALCO.** The area should be free from any water logging /rain water accumulation. Proper care should be taken to protect the coils from rain water Necessary infrastructure like (a) latest computer with compulsory broadband connection, printer & other peripherals at invoicing point(s); (b) computer, printer & other peripherals that can be compatible with NALCO's SAP module, compulsory / dedicated internet broadband connection and other modes of system (c) communication facilities like email connection, fax, telephone line, round the clock power back-up etc should be available to carry out the job properly. The warehouse / stockyard and railway siding should not be in a no-entry zone for free and unrestricted movement of trucks to warehouse and siding.

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

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

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

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

SPECIAL CONDITION OF CONTRACT.

1. Mobilization period for the job will be one month from the date of issue of LOA or Work order, whichever is earlier.
2. The *Contractor/ Agency* shall not exercise any lien on NALCO's stocks on account of any payment or contractual disputes. The contractor shall indemnify NALCO & NALCO's stock in his custody from any claim arising out of property ownership/tenancy dispute, industrial disputes etc.
3. For the services rendered under the various responsibility, terms and conditions of the tender, the contractor shall be paid strictly as per BOQ / "Schedule of Rates". No extra charges shall be payable for execution of work, responsibility and fulfilment of terms and conditions not covered by the tender but required to complete the assignment successfully. These rates shall be firm and free from escalation during the tenure of the contract.
4. It shall be the sole responsibility of the contractor to ensure that the mechanical appliances deployed for services covered by the tender shall be in sound operating conditions, staff and operators well trained and skilled and supervision proper. The contractor shall be responsible at his own cost, for observance of all Statutory Laws, Acts & Rules applicable on the ownership and operation of the warehouse and appliances. The contractor shall indemnify NALCO against all claims for damages/losses caused by appliances/workmen of the contractor to property of the associated agency or against third party claim.
5. The contractor shall abide and fulfil all the provisions of the Minimum Wages Act, Contract Labour (Regulations & Abolition) Act, 1970, Employees State Insurance Act and all other applicable Act Rules & Regulations etc. made under such laws and related laws and shall absolve NALCO of all liability in respect of the contractor's employees or their dependents or agents.
6. During the execution of contract, if any accident arise resulting in death or injury to any person including employees of the contractor, then the contractor shall be liable to bear all expenses/compensation and indemnify NALCO from any demand, claim or proceedings occasioned or instituted by such injured person or on his behalf.
7. **INSURANCE**
Insurance by NALCO: Material will be insured by NALCO for transportation from Nalco's plant to any Nalco Warehouse/Stockyard in India and is subject to insurance company's Marine Cargo Policy terms and conditions, governing the same relating to various clauses as prescribed by the underwriters.
 Stock insurance of the stockyard / warehouse / godowns shall be arranged by the NALCO (also called OWNER). The owner shall arrange the policy of Burglary (including theft/pilferage) for owner's stock. The owner shall also arrange for Fire and Special Perils policy for its stockyard / warehouse / godown. The amount settled by the insurance company will be reimbursed to the contractors after recovery of 125% of the value of the loss (if any) from the contractor.
8. **SECURITY DEPOSIT (SD):**
 There shall be two forms of interest free Security Deposits The contractor shall submit the Security Deposits by way of Bank Guarantee in the prescribed format as given at Annexure-9-D (2) & 9-D (3) or by way of e-payment (RTGS) within 20 days from the date of issue of LOA or Work order whichever is early.
 - 1 SDBG for Contract Performance and
 - 2 SD (CPBG) against issue of materials for handling, stock-holding, etc.

SD FOR CONTRACT PERFORMANCE: A sum of 5 % of the contract value for the assignment excluding GST shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period. The BG for this Security Deposit shall be as per the format at Annexure-9-D (2) of this tender. This may be deposited initially at 2.5% of the contract value (referred as initial security deposit) within 20 days of receipt by him of the notification of acceptance of tender and the balance will be recovered in instalments through deduction @5% of the gross value of each running account bill, till total security deposit is collected.

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

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

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

Under the contract, NALCO shall despatch the materials viz- Aluminium Ingots (which includes standard ingots, sow ingots, T-ingots, etc), Aluminium Wirerod, Aluminium Billet, Aluminium Rolled Products, etc (hereinafter referred to as the "said materials") to the contractor. The said materials shall be under the custody and charge of the contractor and shall be handled, kept, stored, delivered at the sole risk and expense of the Contractor. The contractor shall make arrangement for adequate security for the said materials for handling, keeping, storage, deliveries, etc by the contractor under the contract. For such adequate security an amount of 2% of the cost of average stockholding of products plus GST considering the average highest daily stockholding of 5000 MT shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner against stock holding until the expiry of defect liability period. The BG for this Security Deposit shall be as per the format at Annexure-9-D (3) of this tender

9. The contractor shall take adequate measures / precautions to safeguard Nalco's materials at stockyard/warehouse and under his custody against burglary/theft, pilferage, damages of any kind and any loss / shortage that may occur. In the event of any loss / shortage due to theft, pilferage, damages of any kind during storage at stockyard/warehouse or under contractor's custody, cost equivalent to 125 % of the value of such losses/damages shall be recoverable from the contractor or adjusted against service charges payable to them on account of sales effected without prejudice to any other actions.
10. In case of theft / burglary at stockyard/ warehouse or under contractor's custody, the contractor shall be responsible for lodging the FIR with the Police and the same should be intimated forthwith to Nalco. The contractor shall also provide all assistance and documents to NALCO for lodging the insurance claim. In case the loss estimated at 125 % of the value of loss/shortage recoverable from the contractor, becoming insufficient with respect to the amount payable to the contractor, the same shall be recovered by taking recourse to encashment of Bank Guarantees against security deposit for contract performance and issue of material for handling, stock holding etc. If the value of security available by way of BGs and pending bills, put together, falls short of the recoverable value, the short-fall shall be made good by the contractor.
11. **Contracts coordination:** NALCO or its authorized officers will be the coordinating agencies for execution of the contract. The contractor will undertake execution of the contract as per their instructions from time to time. The contractor shall make necessary arrangement for posting of his representatives at different work area for proper liaison with the coordinating agencies.
12. All operations under the scope of work of the contractor shall be executed by the contractor so as to match the rake clearance interests and despatch program of NALCO. The contractor shall mobilize adequate numbers of workmen, appliances, equipment, machineries and supervisors to fulfil this responsibility. On such exigencies the contractor shall also maintain his warehouse fully operational beyond his normal working hours and on Sundays and holidays.

13. The contractor shall not exercise any lien on NALCO's stocks on account of any payment or contractual disputes. The contractor shall indemnify NALCO & NALCO's stock in his custody from any claim arising out of property ownership/tenancy dispute, industrial disputes etc.
14. The contractor shall notify well in advance and keep NALCO posted on the development which may lead to Law and Order problem within and/or in immediate vicinity of his premises, Industrial disputes and other development which may hamper/prevent the contractor from execution of his contractual obligations.
15. The material stored in godown is property of NALCO, the contractor have no right, title or charge ownership over that property. The contractor will be trustee on behalf of NALCO and in the event of any breach, the contractor will be liable for penal and civil action for breach of trust.
16. The contractor shall not keep NALCO's competitors' material in the designated stockyard offered to NALCO.
17. The Tenderer is to indicate here the site(s) organization, he proposes to set up for execution of the work.
18. It is understood that this will be augmented from time to time depending on the requirements for timely completion of the work as directed by the Engineer-in-charge.
19. **Price Variation Clause: The prices shall remain firm for the contract except for the price variation applicable on fuel:**
PRICE VARIATION FOR FUEL: APPLICABLE
 Fuel escalation is applicable for the contract and will be as per the following escalation formula subject to $D_1 - D_0 > 1\%$ of D_0 :

$$P_D = V \times Y_D (1/100) \times (D_1 - D_0) \times (1/D_0)$$
 Where,
 P_D = Compensation for Fuel escalation / de-escalation
 V = Value of work under on which escalation is payable i.e. executed value of work done for item number (2), (3) & (4) of BoQ as per original scheduled rates.
 Y_D = Fuel component of the executed value against work done for item number (2), (3) & (4) of BoQ are assumed to be 30%.
 D_1 = Revised Diesel rate at place of operation.
 D_0 = Rate of HSD as declared by IOCL/BPCL/HPCL as the area of operation on the date of bid submission or extended last date of bid submission (whichever is later) by the contractor shall be considered as base date for escalation and will be indicated in the work order.
20. **The contractor should submit the following documents:**
 - a. Valid trade licence issued by concerned authority. The bidder have to submit notarized copy of Valid Trade License issued by competent authority of the Area at the time of bid submission and the said license must continue to be valid during contract execution period.
 - b. Valid fire licence issued by the concerned authority. The bidder have to submit notarized copy of Valid Fire License issued by competent authority of the Area at the time of bid submission and the said license must continue to be valid during contract execution period.
 - c. The Bidder along with their bid should submit documentary evidence (ownership document/ Notarized Lease Agreement with the lessor in favour of bidder) in support of availability of the proposed storage space for full tenure of the contract.
 - d. The bidder shall submit an undertaking along with their bid indicating the proposed siding to be used and the same siding will remain fixed for the entire contract duration.

21. **Outsourcing of Stockyard activities:** Contractor may engage sub-contractor or outsource the activities of the stockyard operations with prior consent of NALCO.
22. **VOLUME OF WORK** - On an average, about 60,000 MTs (Sixty thousand MTs) of cargo is expected to be handled in a year for sale in domestic market and onward transfer to various stockyards at Delhi, Jaipur, Baddi, or any other locations. In case Nalco opens additional stockyards, the contractor also have to load materials on the vehicles of transporter as per scope of work & other terms & condition of contract.
23. However, NALCO does not guarantee the quantum of any work or volume to be handled. It is a tentative program of NALCO to handle around 60,000 MTs per year under this contract. These indications are, however, purely tentative and it cannot be made the contractual obligations of NALCO and subject matter for any claim or litigation by the contractor. No claim from the contractor shall be entertained in the event the volume of work is substantially lower or higher.
24. That Contractor shall carry out the instructions issued by the NALCO from time to time in respect of sale of Aluminium Ingots, T-Ingots, Sow Ingots, Wire Rods, Billets, Cast Strips, Rolled Products, etc., and for that purpose NALCO will have an overall supervision and access to Contractor's open yard at all times.
25. In order to safeguard the genuineness of documents the specimen signature of authorised representative of NALCO will be provided to the contractor. Any change in authorization will be notified to contractor. Similarly, the contractor should also provide the specimen signature of their authorized representative to NALCO.
26. **Support services / facilities:** The entire documentation / exercise / operation will be carried out by Contractor, the details of specific activities from the point of receipt of metal in rake/truck and issuance of instructions by NALCO till delivery of metal accounts, etc. will be worked out as per instruction of NALCO. Necessary infrastructure like latest suitable/compatible computers and computer-peripherals with compulsory / dedicated internet broadband connection, printer, email connection, fax, telephone line, round the clock power back-up etc should be available and arranged by the contractor to carry out the day-to-day job properly. The computers should have the required configuration for loading and operating NALCO's SAP software for which the contractor should provide trained personnel having knowledge and competency in operating and handling NALCO's SAP system.
27. That the contractor shall not have any right to pledge or hypothecate the material and shall hold the material on behalf of NALCO. The contractor shall exhibit near the entrance to the yard in a permanent place indicating the ownership of the NALCO in respect of the goods stored therein.
28. The contractor shall carry out work i.e. loading, unloading, stacking, delivery and other operations on Sundays and Holidays also if exigency arises in the interest of the progress of the work without any extra charges to NALCO.
29. The contractor at his own arrangement shall deliver /transmit any documents, information, data, etc to NALCO from stockyard/warehouse.
30. That the contractor shall have to provide all facilities to the representative of NALCO for checking of stocks, stocking arrangements or to conduct surprise stock verification etc., at any time without any prior intimation.
31. That all the records of receipts and deliveries and stock on behalf of NALCO shall be properly maintained by the Contractor in proper form to be prescribed by NALCO and will be made available to NALCO for internal audit verification, physical examination or for any other purpose.

- 32.** The contractor must ensure that material to be stored for sale and for stock transfer are stacked separately. Further they will ensure that no mix up of metal take place during storage and delivery and any claim arising out of mix up of metal shall be debited to the contractor accounts. The metal meant for domestic sale is to be stacked in the designated area.
- 33.** After expiry of terms / period of the contract or after termination of the contract, the contractor shall return all the material stored or received in their Stockyard / Warehouse. The contractor shall have no right to retain NALCO's material after termination of contract on any ground.
- 34.** During the execution of the contract, if any, accident arises resulting in casualty or death or injury to any person including employees of the contractor then the contractor shall be liable to bear all expenses / compensation and indemnify NALCO from any demand, claim or proceedings occasioned or instituted by such injured person / deceased or on his / her behalf.
- 35.** The tender shall be governed by NALCO's General Conditions of Contract (GCC) along with the terms and conditions of Scope of Work, BOQ, SCC etc of this tender.

"Bill of Quantity" or "Schedule of Rates"**SCHEDULE OF RATES FOR PART OF CONTRACT**

SL	DESCRIPTION OF ITEMS	UNIT OF MEASUREMENT	QUANTITY
(1)	(2)	(3)	(4)
1	Charges for providing warehousing facility and management under sl. no. I A of Annexure-3(II) and other terms & conditions of Scope of Works.	Per month	60 months
2	Charges providing stock unloading services outlined under sl. no. I B of Annexure-3(II) from Rail/Rake and Charges for stock removal/stacking services outlined under sl. no. I C of Annexure-3(II) after unloading from Rail/Rake	MT	2,25,000
3	Charges providing stock unloading services outlined under sl. no. I B of Annexure-3(II) from Trucks and Charges for stock removal/stacking services outlined under sl. no. I C of Annexure-3(II) after unloading from trucks	MT	75,000
4	Charges for stock delivery services outlined under sl. no. I D of Annexure-3(II)	MT	3,00,000
5	Charges for providing service, material, machine for stock re-bundling with iron strap or poly-straps outlined under sl. no. I E of Annexure-3(II)	Bundle	30,000

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

Special Note: The Description of Item mentioned at S.No.1,2,3,4,5 above are only indicative and not exhaustive, however for details bidder may refer Scope of work and SCC of this tender

N.B.:

1) The rates quoted shall be inclusive of all charges. In case GST is leviable for such services, the bidder shall raise **tax-compliant Invoice** showing GST component separately.

2) **Above quantities are tentative only and is subject to change.**

3) For indicative purpose, the above are expected/tentative quantities. However the rate is applicable as stipulated in the tender at Annexure-3 clause III (b) and clause IV.

4) The Evaluation shall be carried out as follows:

- i. The Rates quoted by the bidders shall be inclusive of all taxes and duties as applicable on date of tender opening.
- ii. The contractor is required to get themselves registered with GST and submit documentary evidence along with their tender, failing which, they shall be treated as unregistered dealer.
- iii. It is the responsibility of the successful bidder to satisfy Tax Authorities with supporting documents as demanded by Tax Authorities regarding price of items quoted.
- iv. The Contractor shall issue Invoice / R.A. Bill in accordance with the GST Rules giving all the information as required under the said rules.
- v. For claiming GST from NALCO, the contractor's invoice should contain details like Serial no. of documents, Date of issue, Description of work, price of the service, GST, GSIT

registration no., name and address of the Service Provider, class / category under which GST is leviable etc.

- vi. 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.
- vii. Conditional Price Bids are liable for rejection. Discount mentioned separately over the rates quoted above will not be considered for evaluation of the bids.

FEES & TERMS OF PAYMENTS

- i. **Payment shall be made against R.A bills, (unless otherwise mentioned separately in “special conditions of contract 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.**
- ii. **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.**
- iii. **The contractor must possess PAN in the name of the firm/company or sole proprietor for release of any payment.**
- iv. **The final bill shall be submitted by the contractor within three months 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”

Schedule of Rates / Bill of Quantity (BOQ)

**RATES TO BE QUOTED BY THE BIDDER SHOULD BE INCLUSIVE OF ALL TAXES AND
DUTIES AND INCLUDING GST through GeM Portal online .**

EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS**In case of no deviation please write 'No Deviation' in the space below:**

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

Signature of the Bidder & Seal of bidder

ANNEXURE -8

DOCUMENTS TO BE SUBMITTED WITH THE BID AS HARD COPY/SOFT COPY.	
Annexure- 8A	ONLINE SUBMISSION OF EMD
Annexure- 8B	AFFIDAVIT TO BE SUBMITTED BY THE BIDDER FOR CRIMINAL BACKGROUND.
Annexure -8C	LETTER OF AUTHORITY.
Annexure - 8D	DECLARATION BY THE BIDDER
Annexure - 8E	DECLARATION OF RELATIVE
Annexure - 8F	BANK MANDATE FORM FOR E-PAYMENT
Annexure - 8G	UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS.
Annexure– 8H	INTEGRITY PACT.
Annexure -8I	GST DATA of VENDOR
Annexure -8J	PREFERENCE TO MAKE IN INDIA ORDER NO. P-45021/2/2017-PP(BE-II), DTD: 16.09.2020
Annexure -8K	RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017
Annexure -8L	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 -8M	SOCIAL ACCOUNTABILITY 8000 COMPLIANCE FORMAT
Annexure -8N	CERTIFICATE-TURNOVER & NETWORTH
Annexure -8 O	CONFLICT OF INTEREST

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 : **Pramod.jena@nalcoindia.co.in**

AFFIDAVIT TOWARDS CRIMINAL BACKGROUND/ LITIGATION HISTORY

1. The bidder or its Proprietor/ Partner(s)/ Director(s) of the firm Namely _____ hereby declare that I/ We have not been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer.
2. The undersigned further declares the following:

1	Any Arbitration Cases Pending during the past seven years	Yes/No
2	Any Disputed Incomplete Works during the past seven years	Yes/No
3	Any Pending Civil Cases against the firm or its Proprietor/ Partner(s)/ Director(s) involving moral turpitude in relation to business dealings during the past seven years	Yes/No
4	Any Pending Criminal Cases against the firm or its Proprietor/ Partner(s)/ Director(s) involving moral turpitude in relation to business dealings during the past seven years	Yes/No
5	Any Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings during the past seven years	Yes/No

3. The undersigned also furnishes below the “INFORMATION HISTORY OF CURRENT LITIGATION REGARDING DEBARRING/ EXPELLING OF BIDED OR ABANDONMENT OF WORK BY THE BIDDER”:

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

4. The undersigned 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.
5. 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.
6. The undersigned do hereby certify that all the statement made in the bid and attachments are true and correct. If any information in this affidavit is found to be incorrect or concealed, qualification application will summarily be rejected.
7. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of NALCO.

Signature of the Bidder with Seal

Date:

(This affidavit should be in Stamp paper & affirmed before the Competent Judicial Authority or duly Notarised or else will not be considered)

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/ or any department of central Government/state government.
- (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/ or any department of central Government/state government .That, we have never been prosecuted by any statutory authority
- (e) That, any change in the constitution of the firm shall be made with prior clearance from NALCO.
- (f) 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.
- (g) We undertake to abide by and comply with all the safety and environmental regulations in force in NALCO during the execution of work.
- (h) We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.
- (i) We undertake to receive payment through E-payment mode.
- (j) The appendix I & II regarding relatives working in NALCO are filled up and enclosed.
- (k) That we have quoted the rates in figures as well as words.
- (l) 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.
- (m) We declare that all supporting documents of the offer submitted are attested by a Gazetted officer / Notary public.
- (n) I/we declare that the document down loaded by me/my company is/are not tampered in any form.
- (o) 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 from the website given below:

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

and state “Yes” or “No” to questions given.

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)

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

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

(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. :
1. 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.												

2. Date from which the mandate should be effective:

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

Place:

Date: **Signature of the Party / Authorized Signatory**
Certified that particulars furnished above are correct as per our record.
Bank's Stamp:

Date: **(Signature of the Authorized Official from the Banks)** N.B.: RTGS / NEFT charges if any, is to borne by the party.

UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS

1. We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in www.GeM.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 maybe.

Date:

Signature **Authorised person with seal**

Name of the signatory: _____

Company Name: _____

Postal Address: _____

Email Id: _____

Phone_FAX: _____

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

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2025, 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 _____ (with designation of the Officer) (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.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or

immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

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

4. Previous Transgression

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

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

5.. Sanctions for Violations :

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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

6. Independent External Monitors (IEMs):

6.1. The BUYER has Nominated 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:

Smt. Deepa Krishan IRS (Retd.) e-mail: deepakrishan@gmail.com
Dr. Meeran C Borwankar IPS (Retd.) E-mail: mcborwankar@gmail.com
Mr. Hare Krushna Das, IAS(Retd.) E-mail: hkdash184@hotmail.com

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

- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. Facilitation of Investigation:
- In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. Law and Place of Jurisdiction:
- This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. Other Legal Actions:
- The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity:
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD,NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation:

Company: NALCO

Official Seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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 July1st 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 hereunder:-
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.

- 5.1 The 'Class-I local supplier' / 'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. Declaration to be given in the format attached/enclosed below.
 - 5.2 In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class II-local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - 5.3 Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- 6.0 Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.**

=====XXXX=====

(DECLARATION BY THE BIDDER 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.

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 or 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 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.

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

DECLARATIONS BY VENDORS / SUPPLIERS/ CONTRACTOR

Date: **/**/ 2025

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 2024-25 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 01.07.2025 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. 01.07.2025, 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 2024-25 (FY 2023-24] and 2025-26 (FY 2024-25) 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 along with your offer to enable us to take note of same and update our records and accounting software accordingly, if applicable.

In case your declaration is not received by us, 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

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 (As per above), 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. 01.07.2025. or from the of award of work.
2. Permanent Account Number of our company is_ XXXXXXXXXXXXX. Further, we have duly filed our returns of income for Assessment Years 2024-25 (FY 2023-24] and 2025-26 (FY 2024-25) is confirmed asunder:

A.Y. [F.Y.]	Date of Filing return	Acknowledgement No.
2024-25 (FY 2023-24]		
2025-26 (FY 2024-25)		

3. The total amount/aggregate of tax deducted at source and tax collected at source (TDS/TCS) in previous years relevant to Assessment Years 2024-25 (FY 2023-24] and 2025-26 (FY 2024-25) 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
2024-25 (FY 2023-24]		
2025-26 (FY 2024-25)		

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?

Do you allow trade union and collective bargaining? Yes/No

If no, how do you ensure freedom of expression?

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

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

- Do you provide appointment letter to your employees? Yes/No
- Do you maintain a documented terms and conditions
Of employment, or personnel file? Yes/No

- If no, how do you terminate your employee?

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

-
-
-
- How many shift you have? shifts
 - Which day is off day in your organization? _
 - In case, a person works in off day or holiday, how is he/she compensated?

-
-
-
- Do you engage worker in overtime? Yes/No
 - Do you pay overtime to your employees as per law? Yes/No
 - Lowest amount (salary/wage) you pay to your employees? Rs._/-
 - Highest amount paid by you? Rs._/-
 - Is there any case of deduction in wage? Yes/No
 - In case, it is yes, what are the general reasons for such deduction?

-
-
-
- Have you taken care to look into issues related to child labour Forced labour, health & safety, working hours and remuneration of your suppliers Yes/No

We do hereby declare that our organization is committed to social accountability. We will promptly implement remedial/corrective actions identified against the requirement and promptly inform your organization. We also declare that the sub-contractors/sub supplier's performance 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 information's are correct.

Signature:

Designation:

CERTIFICATE-Turnover & Net worth**PQC-Financial
Details of Turnover/Net Worth**NAME OF THE TENDERER: **M/S** _____**(A) Turnover (Profit& Loss Account)**

Sl No.	Last Three Financial Year	Annual Sales Turnover (Include Direct income) (In Rs. Lakh)	Document placed at Page No & File No
1			
2			
3			

(B) Net worth (Balance Sheet)

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

Signature of CA/Auditor

Date: _____ (With seal and date)

Place: _____ Membership No.: _____

UDIN: _____

Signature & Seal of bidder.

DECLARATION ON CONFLICT OF INTEREST

I/WE _____ having our registered office at _____ hereby declare the following in connection with our participation against tender no. _____:

- a) A bidder shall not have conflict of interest with other bidders. Such conflict of interest may lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified.
- b) In Techno-commercial bids, the bidders shall be required to furnish a list of its partners/ Directors and a declaration that such Partners/ Directors have no interest in any other bidders in respect of the same tender. They shall also be required to give a declaration giving the names of other proprietorship concerns/ agencies/ partnership firm/wholly owned or partly owned subsidiary/ Associate Companies/ Holding Companies/ Joint Venture Companies etc., where they are having financial/ professional stakes or where they are members and shall also give a certificate, that no such firm/ agency/Company is participating against the subject tender.
- c) The declaration by bidder should be certified by a Chartered Accountant. In determining allied firms/ conflict of interest among bids submitted against the tender, the following shall be taken in to consideration:
 - i) Whether they have Board of Directors /management /partners in common as per Annual Report/ declaration submitted against the tender.
(OR)
 - ii) Whether they have received any direct or indirect subsidy/ financial stake from any of them. (As per declaration by the bidder).
(OR)
 - iii) Whether they have a 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. (As per Declaration by the bidder).
(OR)
 - iv) Whether they have the same legal representative/ agent for the purpose of the bid with any other bidder. (As per documents/ declaration submitted).
(OR)
 - v) Whether the bidder is participating in more than one bid in the bidding process. (As per documents/declaration submitted).
- d) Bidder or any of its affiliates participated as consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid. (As per documents/ declaration submitted).
- e) In the case of a holding company having more than one independently manufacturing unit or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to subsidiary/ Associate Companies / Holding Companies/Joint Venture Companies etc. Such Bidders must proactively declare about their subsidiary/ Associate Companies/ Holding Companies/ Joint Venture Companies etc./ management units in same or similar line of

business. (As per documents/ declaration submitted) Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

Note:

1. A principal can authorize only one agent and an agent should not represent or quote on behalf of more than one principal. There can be only one bid from the principal manufacturer directly or through an agent on his behalf. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or Standardized Certificate.
2. The bidders should note that the declaration(s) submitted by them duly certified by practicing Chartered Accountant/ CMA shall solely be considered for evaluation of their offer. No other document(s) submitted or references made, if any shall be considered for evaluation purpose.

(Signature and Seal of CA)

Name: _____

Membership No: _____

(Certification of Chartered Accountant with UDIN)

(Signature of bidder)

Name: _____

Designation: _____

Date: _____

ANNEXURE-9

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

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	7	Punjab & Sind Bank
2	Bank of India	8	Punjab National Bank
3	Bank of Maharashtra	9	State Bank of India
4	Canara Bank	10	UCO Bank
5	Central Bank of India	11	Union Bank of India
6	Indian 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	Tamilnadu Mercantile Bank Ltd.
7	The Federal Bank Ltd.	15	City Union Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.	16	IDBI Bank

iii. List of Foreign Banks

Sl. No	Name of the Bank	BIC
1	Abu Dhabi Commercial Bank Limited	ADCB AE AA
2	Australia & New Zealand Banking Group Limited	ANZB AU 3M
3	Bank of America NA	BOFA US 3N
4	Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM
5	Bank of Ceylon	BCEY LK LX
6	Barclays Bank PLC	BARC GB 22
7	BNP Paribas	BNPA FR PP
8	Citibank N.A.	CITI US 33
9	Commonwealth Bank of Australia	CTBA AU 2S
10	Credit Agricole Corporate & Investment Bank	BSUI FR PP
11	Credit Suisse AG	CRES CH ZZ
12	DBS Bank Ltd.	DBSS SG SG
13	Deutsche Bank AG	DEUT DE FF
14	Doha Bank	DOHB QA QA
15	FirstRand Bank Ltd.	FIRN ZA JJ
16	Industrial Bank of Korea	IBKO KR SE
17	Industrial & Commercial Bank of China Limited	ICBK CN BJ
18	JP Morgan Chase Bank	CHAS US 33
19	KEB Hana Bank	KOEX KR SE
20	Krung Thai Bank Public Company Ltd.	KRTH TH BK
21	Mashreqbank PSC	BOML AE AD
22	Mizuho Bank Ltd.	MHCB JP JT
23	National Australia Bank Ltd.	NATA AU 33
24	Sberbank	SABR RU MM
25	Shinhan Bank	SHBK KR SE

26	Societe Generale	SOGF FR PP
27	Sonali Bank Ltd.	BSOJ 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. 01/04/2025

SL NO	CATEGORY	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	541	55.08	30.04	626.12
2	SEMI SKILLED WORKER	674	55.08	30.04	759.12
3	SKILLED WORKER	805	55.08	30.04	890.12
4	HIGHLY SKILLED WORKER	938	55.08	30.04	1023.12



CHRD/IR/7.2/ 856 /2025
17th April 2025

CORPORATE OFFICE, BHUBANESWAR-751013
WORKABLE RATE FOR CONTRACTS
(Wage Component w.e.f. 01.04.2025)

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	541.00	674.00	805.00	938.00
ii)	Additional Element declared by NALCO	55.08	55.08	55.08	55.08
iii)	Canteen Subsidy declared by NALCO	30.04	30.04	30.04	30.04
iv)	ESI(3.25%) of Sl.No. [(i)+(ii)+(iii)]	20.35	24.67	28.93	33.25
v)	PF (13%) of Sl.No. [(i)+(ii)+(iii)]	81.40	98.69	115.72	133.01
vi)	Leave Wages (5%) of Sl.No. [(i)+(ii)+(iii)]	31.31	37.96	44.51	51.16
vii)	Holiday Wages (2.74%) of Sl.No. [(i)+(ii)+(iii)]	17.16	20.80	24.39	28.03
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)]	49.65	60.73	71.64	82.72
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	25.73	31.20	36.58	42.05
TOTAL (A) :		851.71	1033.17	1211.89	1393.34
(B) - Retention					
i)	Leave Wages (5%) [A] (vi)	31.31	37.96	44.51	51.16
ii)	Bonus @8.33% [A] (viii)	49.65	60.73	71.64	82.72
iii)	Retrenchment Benefit @4.11% [A] (ix)	25.73	31.20	36.58	42.05
TOTAL (B) :		106.69	129.89	152.73	175.93
(A) - (B) :		745.02	903.28	1059.15	1217.41

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.

(S. Sarbajna)
Dy. Manager (HRD)

GUIDELINE FOR REVERSE AUCTION

Following procedure /guideline to be followed in case NIT stipulates "Reverse Auction to be followed after Price Bid opening.

1. Reverse Auction will be strictly as per GeM policy & guidelines.
2. Only those bidders whose offers are found to be techno-commercially acceptable, the price bids of those bidders will only be opened. Excluding the H1 bidder as per the Price offer can only participate in Reverse Auction as per GeM Policy. The H1 price offer bidder cannot participate in the process of Reverse Auction.
3. NALCO shall in no way will be responsible for any cause for which a bidder/bidder could not participate in the reverse bidding process. To avoid such eventuality, bidders must take most care for power failure, loss of internet connectivity and other issues that may arise during date & time of reverse bidding.
4. NALCO reserve the right to cancel/reschedule/extend the date & time of reverse bidding process without assigning any reason.
5. If a bidder does not participate in the REVERSE AUCTION, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The inter-se position of the said bidder shall be considered based on their position on completion of reverse auction.
6. The date and time for Price bid opening shall be indicated separately.
7. GEM Portal Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all.
8. The bidders shall not divulge either his bids or any other exclusive details to any other bidders during bid evaluation process & reverse bidding process.
9. **The subject work will be awarded to the party quoting lowest rates after reverse auction.**

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____ Date: _____

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

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

Date.....Bank

Corporate Seal of the Bank By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

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

E-mail :

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

BANK GUARANTEE FOR SECURITY DEPOSIT

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

B. G. No. _____ Date: _____

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

said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).
9. We _____Bank further agree that this Guarantee shall be invocable at our place of business at _____(Bank Name), _____(Branch Name and address of the branch), Bhubaneswar , Odisha-751_____.

Date.....Bank

Corporate Seal of the Bank By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Detail of Persons Issuing the BG:

Name-----,

Address for Correspondence: -----

Telephone & Fax No.----- ,

E-mail : -----

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

PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/ CONTRACTOR.

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

B. G. No..... Date.....

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its Unit/Office at (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter referred to as "The Company" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. has placed a purchase order on M/s.....(hereinafter referred to as "Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for(work/assignment description) on the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No.datedand various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and whereas the Contractor(s)/Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/subcontractors.
AND WHEREAS one of the conditions of the "said contract" is that "contractor(s)/seller(s) shall furnish to the Company a Bank Guarantee from a bank for% (.....percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including defect liability obligations and the performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the "said contract."
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to ` (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and

conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.

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

Details of Persons Issuing the BG:

Name-----,

Address for Correspondence: -----,

Telephone & Fax No.-----,

E-mail : -----

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

BANK GUARANTEE FOR ADVANCE PAYMENT

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

B. G. No. _____ Date: _____

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

and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges this guarantee.

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

Date.....Bank

Corporate Seal of the Bank By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

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

AGREEMENT FORMAT FOR OTHER THAN CONSULTANCY

CONTRACT AGREEMENT FOR THE WORK OF "Establishment of master stock yard at Raipur for cargo handling, stockyard & warehousing, for domestic sales and stock transfer/ Transshipment" 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 which are hereto annexed form part

of this contract though separately set out herein and are included in the expression ``CONTRACT'' wherever herein used.

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

AND WHEREAS:

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

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

A N D

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

The contractor shall be allowed to enter upon the site for execution of the works only as a licensee simpliciter and shall not have any claim, right, title or interest in the site or the structure erected thereon and the owner shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose earth rock etc. dug up or excavated from the said site shall unless otherwise expressly agreed under

this contract, exclusively belong to the owner and the contractor shall have no right to claim over the same and such excavations and materials should be disposed off on account of the owner according to the instructions in writing issued from time to time by the Engineer-in-Charge.

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

Signed & delivered for & Signed & delivered for &

on behalf of Owner on behalf of Contractor.

(NATIONAL ALUMINIUM CO.LTD.) (M/S.....)

PLACE: NALCO CORPORATE OFFICE BHUBANESWAR. PLACE:

IN THE PRESENCE OF TWO WITNESSES.

NALCO’S WITNESS. CONTRACTOR’S WITNESS.

01)_____01)_____

02)_____02)_____

PLACE: NALCO, CORPORATE OFFICE

ANNEXURE-9 (E) -2

FORMAT OF AGREEMENT FOR CONSULTANCY

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 **for Establishment of master stock yard at Raipur for cargo handling, stockyard & warehousing, for domestic sales and stock transfer/ Transhipment** 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 Signed and delivered for and behalf of the Client on behalf of the Consultant/

Financial institution

M/s. National Aluminium Co. Ltd. M/s. _____

Date: Date:

Place: Place:

Witness: Witness:

1. 1.

2. 2.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is effective as of (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 (hereinafter referred as “**NALCO**”, which expression shall unless repugnant to the context or meaning thereof, include its successors in office and permitted assigns)

AND **<parties with address>**

(hereinafter referred as “_____”, which expression shall unless repugnant to the context or meaning thereof, include its successors in office and permitted assigns)

(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 or provide to the other Party, as it may consider necessary, for the sole purpose of **<tender or contract>** (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 the said person 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: any information relating to: (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 available 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 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, know-how, 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 (viii) of the *Convention Establishing the World Intellectual Property Organisation* of July 1967 (WIPO Convention).

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 any legislation, order of tribunal, Parliament, administrative body or government authority, so the Party 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 discloses 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.
- l) In either case identified in clauses 2.1(k)(i) or (ii), provide a declaration signed by the Recipient's officer, confirming the fact of complete return or destruction of Confidential Information, 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/courts, 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, expenses 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 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, Indian Parliament and 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 the duration of the Contract, 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 survive after the expiry or early termination.

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 signatories of this Agreement for the respective 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 refer to Arbitration, any dispute arising out of this Agreement under Arbitration and Conciliation Act, 1996 and the time to time amendments thereof. The seat and venue of Arbitration shall be Bhubaneswar, the language of Arbitration shall be English. The Parties shall bear their own cost and expenses and shall equally share the charges to be paid to the Arbitrator who shall be appointed by NALCO. The courts at Bhubaneswar/Cuttack shall have exclusive jurisdiction.

AGREED TO AND SIGNED as of the Effective Date.

For and on behalf of
National Aluminium Company Limited

Signature: _____

Name _____

Designation _____

Witness
Signature _____
Name _____
R/o _____

For and on behalf of
_____ **<SUCCESSFUL BIDDER>**

Signature _____

Name _____

Designation _____

Witness
Signature _____
Name _____
R/o _____

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) foron 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 not withstanding 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.

We (Name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract 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 property carried out by the said Consultant and accordingly discharges the guarantee.

We (Name of the Bank) further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Consultant 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 Consultant and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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.

We..... (Name of the 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 Consultant.

Date.....

Corporate Seal of the Bank

..... Bank
By its constitutional Attorney

Signature of duly Authorised person
On behalf of the Bank
With seal & signature code

(BGs to be furnished from any of the approved banks as per list)

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.

Sd/-

Chairman-cum-Managing Director.

Date : 19.01.2025

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.

Sd/-

Chairman-cum-Managing Director.

Date : 19.01.2025

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.

Sd/-

Chairman-cum-Managing Director.

Date : 19.01.2025

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.

Date : 19.01.2025

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: 23.01.2025

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

Date :19.01.2025

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