



Request for Proposal (RFP)

For

**Sanitary Piping, Repairing and External Colouring of
the Quarters of the NALCO Nagar Township,
Bhubaneswar.**

National Aluminium Company Ltd. (NALCO)

RFP Document No: TNCC-051/2025 Dated: 22/09/2025

To,

M/s

Sub: Request for proposal (RFP) for Sanitary Piping, Repairing and External Colouring of the Quarters of the NALCO Nagar Township, Bhubaneswar.

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.eprocure.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 EMD BG (as applicable) in original in a sealed envelope and same should reach at the address indicated at **SI no 12 of PROPOSAL DETAIL** by Speed Post or through a reputed courier or by hand as mentioned at Page-4. Copy of the same must be uploaded online along with tender document.
6. Amendments and/or Clarifications, hosted subsequently before last due date for uploading on website at www.eprocure.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. Ajit Kumar Pradhan, AGM(Elect.), Email: ajit.pradhan@nalcoindia.co.in.
8. Scrutiny of offers will be done strictly in-line with the facilities available in Portal www.eprocure.gov.in i.e. based on documents uploaded by the bidder. In case of non-compliance to the PQC requirement, bidders may be given only one chance to upload / e mail the attested shortfall documents, if any.

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

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PROPOSAL DETAILS

1	NAME OF THE WORK/ SERVICE:	Sanitary Piping, Repairing and External Colouring of the Quarters of the NALCO Nagar Township, Bhubaneswar.
2	RFP/NIT REFERENCE NUMBER	TNCC-051/2025 Dated: 22/09/2025
3	MODE OF TENDERING (E tendering)	OPEN (TWO PART)
4	LOCATION OF THE WORK	BHUBANESWAR
5	TYPE OF WORK/SERVICE	INTERMEDIATE
6	NO OF AGENCY REQUIRED	a. Number of Agency: 02 b. Distribution of Work: 55:45
7	CONTRACT DURATION	08(Eight) Months
8	PRE-BID MEETING:	NOT APPLICABLE
9	REVERSE AUCTION	NOT APPLICABLE
10	LAST DATE AND TIME OF SUBMISSION OF ORIGINAL AND OTHER PARTICULARS IN HARD COPY TO BE SUBMITTED	13/10/2025, AT 11:00 AM
11	LAST DATE AND TIME OF SUBMISSION OF BID/PROPOSAL AT CPP PORTAL	13/10/2025, AT 11:00 AM
12	DATE AND TIME OF BID OPENING	14/10/2025, AT 12:00 PM
13	ADDRESS FOR ALL COMMUNICATIONS AND VENUE FOR TECHNO-COMMERCIAL / PRICE BID OPENING/ PRE-BID MEETING etc.	T&C DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED NALCO Bhawan, P/1, Nayapalli, Bhubaneswar-751013
14	VALIDITY OF OFFER	04 (FOUR) MONTHS FROM THE DATE OF OPENING THE BID.
15	EMD	₹. 1,25,000/- (One Lakh Twenty-Five Thousand Only). NB: MSME certificates are not acceptable for the proposed works tender as per MSME guidelines. Bidders must ensure to submit EMD amount along with their offer as per RFP terms.
16	DEFECT LIABILITY PERIOD (Refer Clause No. 1.22 of Instruction to Bidders at Annexure-2 for detail)	07(Seven) Year
17	BANK GUARANTEE REQUIRED for FIM	NOT APPLICABLE
18	INTEGRITY PACT	APPLICABLE
19	TAXES & DUTIES.	THE RATES ARE INCLUDING ALL TAXES AND DUTIES AND EXCLUDING APPLICABLE GST.
20	HRD CLEARANCE	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	NOT APPLICABLE

1.0 PRE-QUALIFYING CRITERIA

A) <u>EXPERIENCE CRITERIA</u>	
Eligibility criteria	Instruction for fulfilling PQC
<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. Three similar completed works having executed value not less than ₹ 50.02 Lakh (Rupees Fifty Lakh Two Thousand Only).</p> <p style="text-align: center;">OR</p> <p>II. Two similar completed works having executed value not less than ₹ 62.53 Lakh (Rupees Sixty-Two Lakh Fifty-Three Thousand Only).</p> <p style="text-align: center;">OR</p> <p>III. One similar completed work having executed value not less ₹ 100.04 Lakh (Rupees One Hundred Lakh Four Only).</p> <p>SIMILAR WORK Means:” Civil Maintenance Work /Painting of Building Work”.</p>	<ol style="list-style-type: none"> 1. 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 above authorities who is the Principal Owner of the work. 2. The bidder should submit Work order copies showing Order value, Scope of Work & Bill of quantity for assessment of Experience Criteria. 3. 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. 4. 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: <ol style="list-style-type: none"> a) Bidder to submit detailed work order / PO/ Agreement from the main agency. b) Completion certificate issued by main agency. c) Copy of completion certificate issued by the Principal / project authorities in favor of the main agency showing due completion of the package. d) Copy of approval issued by the Principal/Project Authority permitting sub-contracting of the job. The approval letter must clearly mention the Order Reference No issued to the Main Agency, the name of the Main Agency, and the name of the Sub-contractor engaged for the work (specify the work). This document is to be submitted along with the bidder’s offer for evaluation of credentials. e) Details of the subcontracted credentials, including LOI/Work Order No, Name of Work, Executed Work Value, Contract Period, and Actual Date of Completion, must be submitted along with the offer. These details should be substantiated with Completion Certificates and 26AS/TDS Certificates. f) Additionally, a certificate containing the above information (LOI/Work Order No., Name of Work, Executed Work Value, Contract Period, and Actual Date of Completion), duly certified by a Chartered Accountant or Cost and

	<p>Management Accountant with their Membership Number and UDIN, shall also be acceptable as evidence toward fulfilment of the Pre-Qualification Criteria.</p> <p>g) Only offers from the Main Agency to a Sub-contractor will be considered. Offers from a Sub-contractor to another Sub-contractor will not be considered.</p> <p>5. 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.</p> <p>6. Any Work completion certificate against a work / Purchase order must be signed & sealed by the designated Authority with his full name, designation & name of organization. (This is only applicable for experience/Completion Certificates issued after 30/06/2022)</p> <p>7. Joint venture/Consortium bidding will not be accepted.</p>
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Note to Experience Criteria:

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.)

B) FINANCIAL CRITERIA

Eligibility criteria	Documentary proof.
<p>1. Average annual financial turnover of the bidder during the last three financial years ending with 31st March' 2024 should be at least ₹ 37.52 Lakh (Rupees Thirty-Seven Lakh Fifty-Two Thousand Only)</p> <p>2. Net worth of the bidder during the year 2023-24 shall be positive as per audited balance sheet.</p>	<p>The bidders have to submit the copies of audited financial statements, profit & loss accounts and balance sheet of the FY 2021-22, 2022-23 & 2023-24 in support of both the qualifying criteria along with the bid. The bidders have to submit the ATTESTED / NOTARIZED copies of audited financial statements / profit & loss accounts with UDIN number of the Auditors of the relevant years.</p>

Note to Financial Evaluation Criteria:

- a) 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. 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.

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

- i. Agencies Intending to participate and get qualify need to fulfil the Pre-Qualification Criteria stipulated.
- ii. Photocopies of supporting documents for meeting pre-qualifying criteria and all other documents required to be uploaded in CPP 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 contract reference no, 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.**
- 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.
- vi. Bidder must have to submit copy of prior approval issued by the Principal/Project Authority permitting sub-contracting of the job and the agency for the work as sub-contractor against consideration of credentials as Sub-Contractor to main agency.
- vii. **Joint venture/Consortium bidding will not be accepted.**

3.0 Other documents to be submitted with PQC 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. The party should also possess **PAN** in the name of the firm or sole proprietor. In case of PAN is in the name of sole proprietor, the proof of ownership of their firm along with the offer.
- iii. The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The bidder has to enclose/upload **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 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.eprocure.gov.in**) on or before time & date specified at PROPOSAL DETAIL. The PART-I bids of two-part tendering shall be opened at the time & date specified at Proposal details.
- 1.3 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. 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 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.
- 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.eprocure.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(A) 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 , 9 and 10 to check 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.eprocure.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.eprocure.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): 07 Years.**
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 -5 of the tender document.

ACCEPTANCE OF TENDER:

- 1.23 NALCO reserves the right to reject or accept any or all the offers in full or part, split the work, reduce or increase the quantity.

- 1.24 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 , by any Department of the Central Government/ State Government 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 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 or fails to accept the LOA/WO or execute the work as per RFP terms after award of work including debarring the party for a period not less than 01 year.
- 1.29 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.
- 1.30 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.
- 1.31 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.
- 1.32 **NALCO reserves the right to reject any Proposal if:**
- 1.32.1 At any point of time, material misrepresentation is made or uncovered for a bidder
- 1.32.2 The Proposer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- 1.33 Bidder should not be under liquidation, court receivership or similar proceeding and shall submit self-declaration for the same.
- 1.34 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.
- 1.35 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.

1.36 Wherever applicable, The Bank Guarantee is to be submitted in NALCO's prescribed format enclosed at ANNEXURE-9 and to be submitted from NALCO's approved Banker only. The lists of approved banker are at Annexure-9(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.

1.37 **EARNEST MONEY DEPOSIT(EMD):**

- i. The tenderer must pay Earnest money (EMD) as given in the Notice Inviting Tenders (NIT). Tenders not accompanied with earnest money deposit (EMD) will be rejected. The earnest money preferably paid ON LINE mode. Same also can be paid as 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**.
- ii. 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 month, 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.
- iii. The Public Sectors and Government agencies are exempted for submission of EMD.
- iv. MSME certificate is not acceptable for exemption as per MSME guidelines.

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-XX (Also attached at Annexure –A at Annexure-8) 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-XX 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.

1.38 **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/Cash/e-payment shall be adjusted towards initial security deposit.

1.39 **Conflict of Interest:**

- a. 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 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 is participating against the subject tender. The declaration by bidder should be certified by a Chartered Accountant.

- b. In determining allied firms/ conflict of interest among bids submitted against the tender, the following shall be taken into consideration:
- c. Whether they have Board of Directors/management in common as per Annual Report/ declaration submitted against the tender. (OR)
- d. Whether they have received any direct or indirect subsidy/ financial stake from any of them. (As per declaration by the bidder) (OR)
- e. 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)
- f. The bidder participates in more than one bid in the bidding process. As per documents/declaration submitted).
- g. They have the same legal representative/ agent for the purpose of the bid. (As per documents/ declaration submitted) Note: 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.
- h. 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.
- i. 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 closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. (As per documents/ declaration submitted).

Note: -

(1) Specific declaration in a format should be sought from bidders in the NIT in respect to clauses (a) to (g) above duly certified by Chartered Accountant.

(2) Copies of published latest annual report of the bidder to be sought. In case, annual report is not being published by an organization/entity, the annual report to be duly certified by the Chartered Accountant.

- j. Offers received against a tender from such firms as stated above, shall be considered that the offers are from a single source and only the lowest bid price, out of such multiple techno-commercially acceptable offers, shall be considered for evaluation & other bids shall be

rejected. If prices quoted by the bidders are the same, then the bidder who has the highest eligible quantity shall be considered

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-051/2025, DATED: - 22.09.2025
2)	DESCRIPTION OF TENDER	Sanitary Piping, Repairing and External Colouring of the Quarters of the NALCO Nagar Township, Bhubaneswar.
3)	EMD AMOUNT (IN RS) & IN WORDS	₹. 1,25,000/- (One Lakh Twenty-Five Thousand Only)
4)	SBI ACCOUNT NO	10044880013
5)	SBI BRANCH CODE	STATE BANK OF INDIA, SME BRANCH, NALCO CORPORATE OFFICE CAMPUS, NALCO BHAVAN, P1 NAYAPALLI, BHUBANESWAR-751013
6)	SBI IFSC CODE	SBIN0009817

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

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

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

2.6 IN CASE THERE IS A TIE IN L-1 POSITION, the following guidelines shall be followed to find the L-1 bidder.

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

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

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. **EXECUTION OF AGREEMENT:**

The successful tenderer shall be required to execute an agreement with the Owner in the proforma attached at Annexure 9(A) on non-judicial stamp paper of Rs.100/- purchased in the name of the bidder from any registered stamp vendor under the jurisdiction of the Orissa High Court 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.

- iv. 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.
- v. No bill shall be payable unless the agreement is signed, if signing of agreement is applicable.
- vi. 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.**

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, within 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 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 after 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. (Annexure-B3). 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 (C)

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.

3.1 SETTLEMENT OF DISPUTES & ARBITRATION

3.1.1 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.

3.2 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.

3.2.1 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.

3.2.2 Mediation: -

- 3.2.2.1 Subject to the provisions 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).
- 3.2.2.2 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.
- 3.2.2.3 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.
- 3.2.2.4 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.
- 3.2.2.5 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.

3.2.3 Proceedings before HLC: -

- 3.2.3.1 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.
- 3.2.3.2 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.
- 3.2.3.3 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.

3.2.3.4 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.

3.2.3.5 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.

3.2.3.6 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.

3.2.3.7 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.

3.2.4 **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. No.	Fees/ Facility	Entitlement
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 are 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.

- 3.2.5 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.

3.3 Arbitration: -

- 3.3.1 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.

- 3.3.2 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.

- 3.3.3 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 IAC, 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.

- 3.3.4 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.

3.4 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.

3.5 **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.

- i. **APPLICABLE TO PUBLIC SECTOR UNDERTAKINGS:** In the event of any dispute or difference relating to the interpretation and application of the provisions of the CONTRACTORS, such disputes or differences shall be referred by either party to the Arbitration of one of the Arbitrators in the department of Public enterprises, to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitration intimated by the Arbitrator. The arbitrator shall give the reasoned award.
- 3.6 **NON WAIVER OF DEFAULTS:** Any failure by the Client or the COTRACTOR 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.
- 3.7 **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.
- 3.8 **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.

- 3.9 **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.
- 3.10 **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.
- 3.11 **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.
- 3.12 **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
- 3.13 **(A).TAXES & DUTIES :**
- i. Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the goods and/or services applicable to invoices raised on NALCO within the contractual delivery date /period (including extension approved if any) shall be on NALCO's Account against submission of documentary evidence.
 - ii. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Contractor's Account.
 - iii. It would be the responsibility of the contractor to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with NALCO's GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime.
 - iv. The contractor would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non-updating of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to NALCO. In case, contractor does not issues credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with statutory levy/Tax, if any, payable on such recovery.
 - v. Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
 - vi. The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
 - vii. In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with statutory levy, if any, payable on such recovery.
 - viii. NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.

- ix. To enable NALCO to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO
- x. The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- xi. In case, NALCO is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.
- xii. Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, 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.

3.14 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.

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

3.16 **PF ACCOUNT AND ESI CODE : APPLICABLE.**

3.17 **PAYMENT OF WAGES TO ENGAGED LABOUR AT SITE: APPLICABLE.**

- 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.

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

3.19 **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.

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

3.21 **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 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.

3.22 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-(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

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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.

The scope of work shall generally include Sanitary Piping, Repairing and External Colouring of the Quarters of the NALCO Nagar Township, Bhubaneswar as mentioned but not limited to the works in the BOQ. The works are to be carried out as per different items of the bill of quantities, RFP conditions and as per the instruction of Engineer-in-charge. Time is the essence of the contract. So, the agency has to engage required manpower to carry out the work as per the specification and in time bound manner.

The work will be split among 2 agencies in the ratio of 55 and 45.

The total work will be executed as below:

The contractor has to change the soil pipes and install some new rain water down comer pipes with necessary bends, joints etc.

The contractor has to repair and apply paint to three storied A, B, C & D type quarters/any other quarters as per direction of Engineer in charge. Existing buildings have no provision of staircase to approach roof.

The top roofs of quarters are sloped. The bidders are advised to visit the site for assessing the condition before quoting their rates, as per the scope of work detailed in BOQ. The work includes outside repairing of the damaged fins damaged plaster, chajja with application of desired repairing and waterproofing chemicals. After repairs, external painting with weatherproof paint over application of primer is to be carried out. The work also includes enamel painting of windows and grills. The stair case of the quarters will also be colour washed/white washed.

Details Job to be Carried Out.

The Repair of fins chajja and wall plaster are to be carried out by applying waterproofing materials as per the manufacturer's specification and method of application.

Double scaffolding is to be erected for repairing of fins.

All the damaged portion of the buildings are to be made good by repairing the same.

After the repairing work is completed the base preparation for the painting work is to be carried out.

After base preparation application of primer for the work will be allowed.

Weather coat water proofing paint will be applied two coats as per the specification laid down in BOQ/manufacturers specification.

Primer and exterior paint application shall be allowed through the applicator recommended by Asian paints only and should submit a warranty certificate for the exterior paint for minimum 7 years issued by Asian paints.

SPECIAL CONDITION OF CONTRACT.

1. GENERAL

- i. Special condition of contract shall be read in conjunction with the General condition of contract, specification of work, drawing, Govt. regulations, labour laws etc.
- ii. Notwithstanding the sub-divisions of the documents into the separate sections and volumes each part shall be deemed to be supplementary to complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- iii. All tenderers are advised to thoroughly go through all pages of the tender documents including the following documents
 - a) Special Conditions of contract.
 - b) General conditions of contract of Nalco
 - c) Schedule of work and Bill of Quantities
- iv. Where any portion of the special conditions of contract is repugnant to or at variance with any provisions of the general conditions of contract then unless a different intention appears, the provisions of this special condition of contract shall be deemed to override the provisions of the general condition of contract.
- v. In case of any discrepancy between various sections of the contract, the following order of preference shall be observed.
 - a) Schedule of quantities
 - b) Technical specifications
 - c) Special Conditions of Contract
 - d) General Conditions of Contract
- vi. Wherever it is mentioned that the contractor shall perform certain work or provide certain facilities, understood that the Contractor shall do so at his own cost and contract price shall be deemed to include cost of such performance and provisions, so mentioned.
- vii. NALCO reserves the right to select or reject any tender. 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.
- viii. Tenderer is to abide by NIT condition only and conditional tender is likely to be rejected.

ix. The site is located at Nalco Nagar, Chandrasekharpur, Bhubaneswar.

2. ESCALATION

The quoted rates shall remain firm throughout the pendency of contract and subject to no escalation whatsoever if not specifically stated otherwise in the tender document.

3. MATERIALS

The contractor shall procure and provide all the materials required for works as per the BOQ. All materials shall be as per the specifications. Wherever it is not specified it shall be of approved make and quality.

The tenderer shall defray all charges, such as rent, tool taxes, excise duty, other payments and compensations, if any, in connection, with the procurement and handling of materials, execution of works or any method or process connected with the works or temporary works. The quoted rate shall deem to include all such costs.

Power and water will be supplied as per availability at site for the work free of cost.

4. TIME SCHEDULE

The period of contract is 8 months, which includes the time required for mobilization also. If required, time period will be extended further with due approval of competent authority.

5. ACQUAINTANCE WITH SITE

The bidder should consider the details of existing work sites while quoting their rates, terms and conditions. The contractor is advised to visit Nalco Nagar Township to get fully acquainted with the site conditions before quoting of the bids.

No compensation/ claim in regard to site conditions /constraints /rules and regulations etc. shall be entertained.

The tenderers are specifically advised that they shall inspect the site so as to correctly assess the nature, volume and extent of work involved. Any clarification, in case sought for, will be given to the tenderers. Under no circumstances, any excuse on the ignorance of the nature, volume and extent of the work involved and site condition subsequent to submission of the tender will be entertained and no extra payment what so ever in this account will be paid to the contractor.

6. SUPERVISION & EXECUTION OF WORK

All jobs against job orders to be issued time to time, are to be attended promptly & to be completed within stipulated time period, as mentioned in job slip, falling which a penalty, as deemed fit, is to be imposed as per terms & condition of contract. This shall be recorded as a

failure of the party which may lead to termination of contract against the bad performance of the party.

Nalco reserves the right to carry out the default jobs (after over of stipulated period in job slip) if any, by engaging any other agency, at the risk & cost of the contractor, with addition of administrative charges of NALCO.

OWNER reserves the right to inspect all the phases of CONTRACTOR' OPERATIONS conformity to the specification. OWNER will have engineers, inspectors & other duly authorized representatives made known to the CONTRACTOR, present during progress of the work and such representatives shall have free access to the work at all times in accordance with the procedures and specifications, laid down in the tender document. Upon verbal notice of any discrepancy or deficiency, the contractor must take immediate steps to rectify the deficiencies of the work at no extra cost.

The work is to be executed following CPWD standard specification.

- I. IS code 2395(Part-I)-1994 for application of external painting woks.
- II. IS code 2392(2003) for synthetic enamel paint.
- III. Other relevant code of practice as per requirement.
- IV. The manufacturers' instruction for application procedure are to be followed during execution of work.

7. ADDITIONAL WORKS /EXTRA WORK

Owner reserves the right to execute any additional works /extra works, during the executions of work, either by themselves or by appointing any other agency, even though such works are incidental to and necessary for construction/ maintenance of civil and sanitary work awarded to the contractor. In the event of such decisions taken by owner, contractor is required to extend necessary co-operations and act as per the instructions of Engineer –in –charge.

8. QUANTITY VARIATION

The Quantities mentioned in the schedule of rate are estimated and may vary by a wide margin for which the contractor shall have no option but to execute the works, as per direction of the Engineer-in-charge at the same rates, terms & conditions.

9. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

At any time from the commencement of the work if the Engineer-in-Charge decides for whatsoever reason, not to carry out the whole work or part thereof as specified in the tender, the contractor shall have no claim to any payment or compensation on whatsoever account (profit or advantage which he might have derived by executing the work in full) neither shall

the contractor have any claim for compensation by reason of any alterations having been made from the original specifications and instructions which may involve any curtailment of the work as originally contemplated.

10. TESTS AND INSPECTION

The work is subject to inspection by the Engineer-in-charge. The contractor shall carry out all instructions given during inspections and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes in practice.

All tests either on the field or at outside laboratories concerning the execution of the work and field of materials by the contractor shall be carried out by contractor at his own cost.

The Contractor shall provide for purpose of inspection access ladders, lighting and necessary instruments at his own cost for inspections of work.

Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectifications at his own cost.

Inspections and acceptance of the work shall not relieve the contractor from any of his responsibilities under this contract.

11. TOOLS AND TACKLES

Tenderer shall be solely responsible for making available for executing the work, all requisite equipment and appliances. Owner shall not in any way be responsible for providing any such equipment, machinery, tools and tackles etc.

12. ACCOMODATION FOR STAFF AND LABOUR

The company shall not provide residential accommodation either to the contractor himself and/or his supervisor in-charge or for any other staff and/or working under the contractor.

13. INSPECTION FOR PERFORMANE EVALUATION AND PROCEDURE FOR JOINT MEASUREMENT

In order to ensure proper performance of the contractor there will be joint inspection by the representative of NALCO and the contractor himself and/or his authorized representative. For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in charge. If, however, he absents for any reason whatsoever the measurements will be taken by the Engineer-in charge or his authorized representative and this will be deemed to be correct and binding on the contractor. The job orders along with occupant's certificate with signature and date should be furnished to the EIC by the first week of each succeeding month.

After completion of works against each job order, the occupant's certificate (in approved formats) is required to be returned to NALCO's representative, in a constant interval as per instruction of EIC.

As per certification of occupants, in given format, EIC will take decision, towards rectification/redone of jobs, if the occupants remark is unsatisfactory (copy of job order & occupants certificate format are placed below) The contractor will be bound to rectify the job as per instruction of EIC, failing which no payment shall be released against the particular job order. The cost of rectification job will be borne by the contractor.

14. SAFETY

The contractor has to comply with all safety and environmental regulations of state and central govt. as applicable from time to time. The contractor has to provide safety equipment as per requirement at site. The work will be carried out at height. All the work men engaged at site should have expertise in working at height. All safety precaution like safety belt, helmet and shoes are to be provided to the workmen. Experienced supervisors are to be engaged for supervision the work and taking instructions. As the work will be carried out to carry out the work taking due precaution of the residents staying the quarters for their safety as while taking up the job and dismantling work there is chance of residents getting injured. So, all necessary precautions are to taken for their safety. A safety net is to be provided to hold splinters falling out of dismantling to the ground for safety of the moving below the work site.

15. SITE ORGANIZATION

The contractor shall take appropriate actions for site organizations. Subject to the provisions in the tender documents and without prejudice to contractor's liabilities and responsibilities to provide adequate qualified skilled personnel on the work, contractor shall deploy site organization and augment the same as decided by the Engineer-in-charge depending on the exigencies of work.

16. NALCO Management reserves the right to terminate/cancel the contract at any time.

17. PENALTY FOR DELAY IN EXECUTION OF WORK

The bidder should try his best to complete the work against a particular job order within the mutually agreed date of completion as indicated in the job order. For any unjustified delay in attending the maintenance work as per the job order, a penalty @ 1% of the work value of that particular job order per week and maximum 10% of the job order value shall be levied from the running bill.

18. ENGINEER-IN-CHARGE

Manager (Civil) or his authorized representative will be the Engineer-in-charge of this job. In case of any ambiguity as regards to the terms and conditions of the contract, the decision of the Engineer-In-Charge shall be final and binding on the contractor.

FEES & TERMS OF PAYMENTS

Payment shall be made as follows:

1. Through R.A bills on bi-monthly basis on actual measurement and compliance to all legal requirements and other requirements as per the special conditions of the contracts and the GCC of Nalco.
2. The final bill after completion of work on actual measurement and compliance to all legal requirements and other requirements as per G.C.C. of Nalco.
3. All measurements are to be furnished by the contractor in every RA bill and Final bill in approved computerized format.
4. The contractor should obtain necessary HRD clearance in specified format prescribed by NALCO and thereafter, shall submit running bills and final bill, for the work executed as per the conditions of contract. The Management shall verify the work executed by the contractor through its representatives and may make necessary correction to the quantity of work done as per verification carried out by the representative
5. Nalco shall have all rights to adjust from the bills in respect of the amounts due to it from the contract or any kind whatsoever. Payment will be released through RA Bills up to last but one month of the contract period. Balance will be paid through Final Bill only.
6. 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.
7. The contractor must possess PAN in the name of the firm/company or sole proprietor for release of any payment.

8. 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.
9. **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.**

Separate Excel Sheet attached.

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 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

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

AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

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

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

- (i) Arbitration cases pending. Yes/No
- (ii) Disputed incomplete works. Yes/No
- (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings. Yes/No
- (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings. Yes/No
- (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings Yes/No

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

Signature of the Bidder
Date:.....
(With Seal)

LETTER OF AUTHORITY

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

Ref: Date:

National Aluminium 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 downloaded 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
Permanent Account Number. :

1. Particulars of Bank :
- E-mail ID :

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:
Certified that particulars furnished above are correct as per our record.
Bank's Stamp:
Date:

Signature of the Party / Authorized Signatory

(Signature of the Authorized Official from the Banks)

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

UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS

- 1. We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in www.eprocure.gov.in We confirm that the bid document has not been edited or modified by us and all pages have been submitted. It is confirmed that we have quoted as per the original NIT unless otherwise specifically mentioned as deviation in the deviationsheet.
- 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 (If registered in NALCO)	
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. B)**
- C) For works contracts, including Turnkey contracts, the successful bidder shall not be allowed to sub- contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "Contractor from a country which shares a land border with India" shall be as in paragraph (3) above.

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

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

AUTHORISED SIGNATURE:DATE:

Seal / Stamp of Bidder

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. 01.07.2021, in case provisions of section are applicable to you considering your amount of turnover and aggregate of our purchases from you during the year.

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

Further, you are also required to confirm that you have filed your returns of income for the Assessment Years 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 on or before 25.11.2025 to enable us to take note of same and update our records and accounting software accordingly.

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

For National Aluminium Company Limited
Authorised Signatory

Format for declaration

On the letter head of Vender / seller

To

National Aluminium Company Limited,
Corporate Office Nalco, Bhubaneswar.

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

NIT reference Number : NALCO

Vendor Code :

Purchase/Service Order No :

Dear Sir,

This is with reference to NALCO's communication dated 19.09.2025, requiring our declaration / information in regard to deduction of tax at source u/s 194Q of the Act. The information is being provided hereunder:

1. Since your company is liable to deduct tax u/s 194Q of the Act, you may deduct the tax in terms of Section 194Q on the consideration paid /credited by your company to us on the amounts aggregate of which is exceeding Rs.50 lacs during the current financial year. We also confirm that we will not take any action to collect tax at source under section 206C (1H) of the Act w.e.f. 01.07.2021.
2. Permanent Account Number of our company is _____. Further, we have duly filed our returns of income for Assessment Years 2024-25 (FY 2023-24] and 2025-26 (FY 2024-25) is confirmed as under:

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 and 2025-26 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

This is to certify that, on verification of Relative Records and Books of Accounts, maintained by **M/S** _____, the Turnover of the Company and Networth for the following Financial Years is as given below:

S. No.	Financial Year	Annual Sales Turnover (Include Direct income) (In Rs.)	Net worth)Positive or Negative)
1.			NA
2.			NA
3.			

This Certificate is issued at the request of the company for the purpose of Participation of Tender.

Date: _____

Place: _____

UDIN: _____

Signature of CA/Auditor
(With seal and date)

Membership No.: _____

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
Annexure-9G	GENERAL CONDITIONS OF CONTRACT (GCC) OF NALCO

LIST OF STANDARDISED BANKS FOR BG

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

I-SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1	Bank of Baroda (incl erstwhile Vijaya Bank and Dena Bank)	7	Punjab & Sind Bank
2	Bank of India	8	Punjab National Bank (incl erstwhile OBC and United Bank of India)
3	Bank of Maharashtra	9	State Bank of India
4	Canara Bank (incl erstwhile Syndicate Bank)	10	UCO Bank
5	Central Bank of India	11	Union Bank of India (Incl erstwhile Andhra Bank & Corporation Bank)
6	Indian Bank (incl erstwhile Allahabad 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.	BSON BD DH
28	Standard Chartered Bank	SCBL GB 2L
29	Sumitomo Mitsui Banking Corporation	SMBC JP JT
30	The Bank of Nova Scotia	NOSC CA TT
31	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32	The Hongkong and Shanghai Banking Corp.Ltd.	HSBC HK HH
33	The Royal Bank of Scotland PLC	RBOS GB 2L
34	United Overseas Bank Ltd.	UOVB SG SG
35	Westpac Banking Corporation	WPAC AU 2F
36	Woori Bank	HVBK KR SE

ANNEXURE-9 (B)

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)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____

Date: _____

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

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

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.

E-mail :

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

BANK GUARANTEE FOR SECURITY DEPOSIT

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

B. G. No. _____

Date: _____

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

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

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

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Detail of Persons Issuing the BG:

Name-----,

Address for Correspondence: -----

Telephone & Fax No.----- ,

E-mail : -----

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

PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/ CONTRACTOR.

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

B. G. No.....

Date.....

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

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

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

Date.....

.....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"....." 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

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
***** 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 2018 (the “**Effective Date**”).

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

AND **SUCCESSFUL BIDDER & its Address**

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

WHEREAS each Party owns, controls or has in its possession, Confidential Information (as defined below) that it may disclose, transfer to or provide to the other Party, as it considers it necessary, in strict confidence and for the sole purpose ***** (the “**Authorized Purposes**”).

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

NOW IT IS AGREED by the Parties:

1. Definitions

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

Exceptions to such information are information that:

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

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

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

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

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

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

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

2. Dealings with Confidential Information

2.1. The Recipient shall:

- a) Keep all Confidential Information, all knowledge derived therefrom, the existence, subject matter, terms and conditions of this Agreement and the nature and status of any discussions among the Parties, in strict confidence, unless required otherwise by law;
- b) Notify Discloser immediately, prior to any disclosure required by legislation, order of tribunal, administrative body or government authority, so it may seek any appropriate remedy;

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

Notwithstanding the foregoing, Recipient shall not be required to remove copies of any Confidential Information stored in any backup media or devices and shall be entitled to retain one copy of any Confidential Information for archival purposes in its confidential legal files.

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

3. Safety

- 3.1. Recipient acknowledges that any Material (or residual thereof) may be caustic, toxic, corrosive, explosive or may contain other substances that are hazardous, dangerous or harmful to persons, animals, property or the

environment.

3.2. Recipient is responsible for the safe transportation, handling, processing and storage of any Material (or residual thereof) in its possession or control, in such a way as to ensure that it will not cause any harm to any person, animals, property or the environment.

3.3. Recipient also expressly warrants to Discloser that given the nature, purpose and characteristics of the Material, it:

- a) is aware of all matters and state-of-the-art techniques that concern the safe transportation, handling, processing and storage of the Material (or residual thereof);
- b) will comply with all relevant laws and regulations in relation to the safe transportation, handling and processing of any Material (or residual thereof); and
- c) has all the facilities, permits, licences and specialized employees required for the safe transportation, handling, processing and storage of the Material (or residual thereof).

4. Damages Insufficient:

4.1. Any violation by Recipient, its Representatives

or Affiliates, of this Agreement or any obligations pertaining to the Confidential Information or Intellectual Property Rights with respect to this Agreement may cause an irreparable prejudice to Discloser, which may not be fully compensated with damages (including after cancellation, annulment or expiration of this Agreement).

4.2. In the case of a violation identified in clause 4.1, Discloser will have the right to get an injunction from the competent tribunals, such as an injunction enjoining the immediate cease of the violation, without prejudice to its other rights and without the necessity of posting any security for legal costs.

5. Representations, Warranties & Indemnities

5.1. Disclosure of Confidential Information is made without any express or implied representation or warranty as to the accuracy, validity or completeness thereof. Discloser expressly disclaims any liability relating to said information, errors, invalidities or omissions thereof and therefrom.

5.2. Recipient shall indemnify Discloser, its relevant Representatives and Affiliates and keep them indemnified, from and against:

- a) all losses, damages and costs that they may suffer or incur arising out of or in any way related to a breach of this Agreement;
- b) and any personal injury, property damage or pollution or any other environmental impacts, constraints or consequences caused or sustained as the result of Recipient's handling, storing, transporting or disposing of any Material.

5.3. Discloser, its Representatives and Affiliates, shall have no liability to the Recipients or any of its Representatives and Affiliates resulting from any use of Confidential Information.

5.4. If the Parties further sign other agreements regarding the Authorized Purposes, such decision will be based solely on such written agreements. Nothing in this Agreement shall impose any obligation on a Party to sign any further agreements in relation to the Authorized Purposes.

5.5. The Recipient represents that any Confidential Information it has received from Discloser prior to the Effective Date has not been disclosed to a third party and that such Confidential Information has been kept strictly confidential in the manner described above in clause 2.

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

6. Term & Termination of the Agreement

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

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

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

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

7. General Provisions

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

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

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

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

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

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

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

- 7.8. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of it shall remain in full force and effect.
- 7.9. This Agreement shall be governed and construed in accordance with the laws of India and the Parties consent to the exclusive jurisdiction of the courts in Cuttack/Bhubaneswar, Odisha, for any dispute arising out of this Agreement.

AGREED TO AND SIGNED as of the Effective Date.

National Aluminium Company Limited

SUCCESSFUL BIDDER

Signature: _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY CONSULTANT

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

B. G. No.....

Date.....

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

.....having its registered office at.....(herein after referred to as "The Consultant" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) 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 notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependent or conditional on the owner proceeding against the Consultant.

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

ANNEXURE-10

POLICY DOCUMENTS OF NALCO

ANNEXURE-10 (A)

Energy Management System (ISO 50,001) Requirement:

1.1 Mandatory guidelines for saving any form of energy:-

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

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

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

OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM AND ENVIRONMENTAL REQUIREMENT.

1.1. SAFETY:

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

1.2 PERSONAL PROTECTIVE EQUIPMENTS (PPEs)

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

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

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

2.0 GENERAL ENVIRONMENTAL REQUIREMENTS :

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

ENVIRONMENTAL POLICY

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

OBJECTIVES:

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

COMMITMENT:

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

OCCUPATION HEALTH & SAFETY POLICY

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

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

Sd/-

Chairman-cum-Managing Director.

SOCIAL ACCOUNTABILITY POLICY

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

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

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

This policy is communicated and understood within the organization.

Date: 23.02.2017

Chairman-cum-Managing

ENERGY POLICY

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

Guiding Principles

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

Commitment

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

Chairman-cum-Managing Director

IT SECURITY POLICY

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

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

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

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

Sd/-

Date : 03-12-2016

Chairman-cum-Managing Director