



Request For Proposal (RFP)
SELECTION OF TRAINING PARTNER
TO
“PROVIDE SKILL AND EMPLOYMENT DEVELOPMENT TRAINING”

National Aluminium Company Ltd. (NALCO)

Nalco Bhawan,
P/1, Nayapalli,
Bhubaneswar

RFP Document No: TNCC-006/2017 Dated : 22/02/2017

REQUEST FOR PROPOSAL (RFP)RFP No. **TNCC-006 / 2017**

Date: 22/02/2017

To,
M/sSub: Request for proposal (RFP) **SELECTION OF TRAINING PARTNER TO “PROVIDE SKILL AND EMPLOYMENT DEVELOPMENT TRAINING”**

Dear Sir,

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

1. Digitally signed Two Part bids under Open Tender System in prescribed format are invited from reputed *and* capable agencies having capability in meeting the indicated qualifying criteria as detailed at the **Pre-qualification criteria**, attached as Annexure -1 and possessing relevant experience . The Salient features of the Tender are as detailed in **PROPOSAL DETAILS**.
2. The entire set of RFP/Tender document needs to be uploaded in e-procurement site of CPP Portal (www.eprocure.gov.in) before the scheduled time of bid submission. Bids will be received up to last date and time specified or extended subsequently, as the case may be through e-tendering at www.eprocure.gov.in . NALCO shall not be responsible for any expenses incurred by the bidders in bidding process in connection with the preparation & submission or any other expenses for their bids. The bidder should go through **INSTRUCTIONS TO BIDDERS** enclosed at Annexure-2 prior to bidding.
3. Further, bid shall be evaluated based on documents uploaded without any further reference to bidder. So bidder must ensure that all relevant documents are uploaded at the time of submission of offer. If Nalco desires, the successful bidders may be asked to submit hard copies as being uploaded by them for verification.
4. Bidders are required to submit hard copy/original in a sealed envelope for the following and same should reach at the address indicated at **SI no 9 of PROPOSAL DETAIL** by Speed Post or through a reputed courier three days before last due date for uploading. Particulars to be enclosed are **EMD, Power of Attorney, a Cancelled Cheque in original, all Declaration/ Undertaking Formats enclosed at Annexure-8**.
5. Amendments and/or **Clarifications**, hosted subsequently before last due date for uploading on website at www.eprocure.gov.in and www.livetenders.nalcoindia.co.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 Amendments and/or Clarifications in the process of submission of their bid.
6. Clarifications, if any, regarding this tender can be obtained from Asst. General Manager (Mech) T&C Dept Mob no: +91-9437025980, 9437585273, Email: ashok.mishra@nalcoindia.co.in , sudhansu.sabata@nalcoindia.co.in

Asst. General Manager (Mech)

National Aluminium Company Ltd.

The lists of documents that comprise the Tender Document are as follows:

SL NO	DESCRIPTION OF THE DOCUMENTS	
i	PROPOSAL DETAILS	Page 4
ii	Pre-Qualification Criteria and Bid Evaluation Method	ANNEXURE-1
iii	Instructions to bidders.	ANNEXURE-2
iv	Scope of Work and Services	ANNEXURE-3
v	Special Condition of Contract.	ANNEXURE-4
vi	Schedule of quantity.(Sample copy Enclosed) <i>(Attached separately in EXCEL format to quote by bidder)</i>	ANNEXURE-5
vii	Fees & Terms of Payment.	ANNEXURE-6
viii	Format for submission of Deviation	ANNEXURE-7
ix	Declaration / undertaking formats to be submitted as hard copy. 1. Criminal background 2. Affidavit to be submitted by the bidder 3. Letter of authority. 4. Declaration by the bidder 5. Declaration of relative 6 Bank MANDATE FORM for e-payment 7. Undertaking on downloaded tender documents. 8. Integrity Pact.	ANNEXURE-8
x	Different Forms. a. List of approved banker of NALCO for issuing of BG b. Format for Agreement c. Sample of Contractor's Invoice for Payment of Service tax. d. Format for Bank Guarantee (BG) i. Proforma for Earnest Money Deposit . ii. BG for Security deposit. iii. Proforma for Contract cum Performance Guarantee by Seller/ contractor. iv. BG for Advance Payment.	ANNEXURE-9
xi	NALCO' s different Policy documents	ANNEXURE-10
xii.	List of Training Programs with corresponding "Qualification Pack" and "Model Curriculum"	ANNEXURE-11

PROPOSAL DETAILS

1	NAME OF THE WORK/ SERVICE:	SELECTION OF TRAINING PARTNER TO “PROVIDE SKILL AND EMPLOYMENT DEVELOPMENT TRAINING”
2	NATURE OF THE WORK	CSR work, Training (One time)
3	LOCATION OF THE WORK	1. Angul, and Bhubaneswar, 2. Damanjodi, and Visakhapatnam.
4	NO. TRAINING PARTNER/AGENCY REQUIRED	Two
5	CONTRACT DURATION	Two years. However, it can be extended for another one year based on discretion of Nalco at same terms & condition.
6	PRE-BID MEETING	NOT APPLICABLE
7	LAST DATE AND TIME OF SUBMISSION OF BID/PROPOSAL TO NALCO	03/04/2017 at 03:00 PM
8	DATE AND TIME OF BID OPENING	06/04/2017 at 04:00 PM
9	ADDRESS FOR COMMUNICATION /VENUE FOR PRE-BID MEETING /TECHNO-COMMERCIAL / PRICE BID OPENING/ANY NEGOTIATION OR DISCUSSION.	ASST GENERAL MANAGER(MECH) T&C DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED Nalco Bhawan, P/1, Nayapalli, Bhubaneswar-751013, India Email: ashok.mishra@nalcoindia.co.in , sudhansu.sabata@nalcoindia.co.in
10	VALIDITY OF OFFER	04 (FOUR) months from the date of Opening the bid.
11	EMD	RS 2.5 LAKHS (TWO LAKHS AND FIFTY THOUSAND ONLY)
12	DEFECT LIABILITY PERIOD.	Fourteen months
13	BANK GUARANTEE REQUIRED	EMD amount can be submitted against BG.
14	MINIMUM DAILY WAGES AS STIPULATED BY NALCO TO DIFFERENT CATEGORIES OF LABOUR DEPLOYED.	Applicable
15	LABOUR ESCALATION APPLICABILITY	Not Applicable.
16	HRD CLEARANCE	As per applicability
17	I. SERVICE TAX II. WORK CONTRACT SALE TAX.	As per applicability.
18	TOTAL NUMBERS OF GATE PASS ADMISSIBLE	Not Applicable

ANNEXURE-1**1.0 PRE-QUALIFYING CRITERIA & BID EVALUATION CRITERIA.**

Successful bidders will be finalized based on the following three stages of evaluations

- I. The bidders have to qualify the qualifying criteria indicated at **(A) First Stage Eligibility Criteria.**
- II. The qualified bidders at First stage will only be considered for second stage of evaluation **(B) Potential Evaluation Matrix.** The bidders who scores 50% of the total mark in (B) Potential Evaluation Matrix will only be qualified for opening of their price bid and accordingly bid position will be evaluated.
- III. The bidders overall position will be evaluated considering their position in price bids and point scored on (B) Potential Evaluation Matrix by applying **CQCCBS** (Cost Evaluation under Combined Quality cum Cost Based System) method. The methodology being followed in **CQCCBS** is attached as **Attachement-1 to Bill of Quantity.**
- IV. The bidders scoring highest and next highest evaluated points will be considered as **Service partners** for the proposed RFP. The Bidder securing the highest combined marks and ranked H-1 will be considered for the training partner for Angul & Bhubaneswar and nearby locations. Second highest i.e. ranked H-2 will be considered for Damanjodi & Vizag and nearby locations.

(A) First Stage Eligibility Criteria for Qualification.

TECHNICAL CRITERIA	
SL NO	TECHNICAL CRITERIA
01	Bidder interested to participate in bidding process should confirm to the following: <ol style="list-style-type: none"> a. Bidder must be a legal entity confirming to one of the following: (The requisite documentary evidence to be provided in support of the same) <ol style="list-style-type: none"> i. Proprietorship firm (with the proprietor having residence in India). ii. Partnership firm (with the all the partners having residence in India). iii. Company registered in India under Indian Companies Act 1956. iv. Joint Venture OR Association of Firms. v. Foreign entities not registered in India are not eligible. vi. Registered NGO. b. Consortium bidding will not be allowed for the present requirement.
02	Bidder can be a Central / State Govt. entity or a Central / State PSU and engaged in imparting Vocational training / Skill development / Sustainable livelihood training at least for one year OR a <i>body</i> registered with NSDC OR registered with minimum five numbers of Sector Skill Council (SSC) of NSDC.
03	Bidder should have been engaged in Vocational training / Skill development / Sustainable livelihood training. (The requisite documentary evidence to be provided in support of the same. The order copy & completion certificate to be submitted for compliance)
04	The Bidder must have set up of their own vocational training centres for implementation of skill development projects within India.
FINANCIAL CRITERIA	
01	Average annual financial turnover of the bidder during the last three financial years ending with 31 st March 2016 should be at least more than Rs 120 Lakhs

(B) Potential Evaluation Matrix

- The bidders, who scores minimum 50% in **(B) Potential Evaluation Matrix** will be eligible for opening of their financial proposal / price bid.

Sl. No.	Description	Criteria for point allotment	Max. points
	Firm's Experience		
1	Demonstrable experience in carrying out Vocational Training/Skill Development/Livelihood projects for any selected trade practices from the list of skill development programme. (The requisite documentary evidence regarding number of years of experience to be provided in support of the same).	(If X= No of years of Experience) 1 ≤ X < 3 years =10 Marks 3 ≤ X ≤ 5 years =15 Marks X > 5 years =20 Marks	20
2	The Bidder should have training centre/ infrastructure facilities for carrying out Vocational training / Skill development / Sustainable livelihood training projects for imparting training to batch size of 20 number of trainee. The number of such training centres/ infrastructure should be (The requisite documentary evidence to be provided in support of the same)	More than 7 centres – 10 marks Between 5 to 7 centres – 7 marks Between 3 to 4 centres – 5 marks	10
3	Experience of conducting at least one training per year with Government Agencies/ PSU for imparting Vocational training / Skill development / Sustainable livelihood training program. The number of such year should.	More than 5 Years – 10 marks Between 3 to 5 years– 7 marks Less than 3 years – 5 marks	10
4.1	Bidder should have trained number of candidates in skill development in last 5 years (no. of candidates trained).	15,000 to <25,000- 07 marks 25,000 to 50,000 – 10 marks More than 50,000 – 15 marks	15
4.2	Bidder should be able to demonstrate placement of trained/skilled manpower after imparting skill developmental training candidates in specific projects for last 5 years . (However, to get eligible to score any mark from the present criteria, the minimum number of candidate trained should not be less than 15,000 numbers i.e. if any bidder has not trained minimum 15,000 numbers of trainee as per conditions stipulated at 4.1, whatever % of placement of trained training achieved by the bidder, the point scored will be zero).	30% to <50% = 5 marks 50% to <70% = 8 marks 70% to ≤100% = 10 marks	10
5	Bidder should have at least 3 years of experience in managing PPP (public Private Participation) initiatives supported by government agencies / international bodies.	3 years and above – 5 marks. Less than 3 years – No mark	5
	KEY PERSONNEL EXPERIENCE		
6	Personnel having experience of working in related sectors for identified skill areas. The Bidder should have minimum 5 personnel and marks will be reduced on pro-rata basis for lesser personnel.	Would be assessed by the tender evaluation committee.	15
7	Personnel having educational experience in related sectors. The agency should have minimum 5 personnel and marks will be reduced on pro-rata basis for lesser personnel.	Would be assessed by the tender evaluation committee.	5
8	Bidder to give Presentation to tender evaluation committee on Status of their Industry & their preparedness to meet NALCO's requirement.	Would be assessed by the tender evaluation committee.	10

Note to Pre-qualifying criteria:

- Documentary evidence wherever required for the experience and for qualification need to be in line with standard given by NSDC.
-Service order copies to be provided in support of the point sl no 3,5 of the above matrix.

ANNEXURE-2**INSTRUCTIONS TO BIDDERS.****1.0 MODE, SUBMISSION, RECEIPT AND OPENING OF TENDER:**

- 1.1 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**.
 - 1.2 Bidders are advised to upload complete set of Tender/RFP documents along **WITH EXCEPTION/ DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS** enclosed at Annexure-7. All covering letters & information are to be included in the offer. The tender should be uploaded online duly superscribing clearly the name of the work. The Bidder need to fill up the prescribed Formats enclosed at Annexure-8 and upload along with the bid documents. Bidder also has to send prescribed Formats enclosed at Annexure-8 to Place/ Address of submission indicated at Proposal detail as hard copy.
 - 1.3 Appendices as downloaded from EPROCURE Web site along with ***Undertaking on downloaded tender documents*** as given at Annexure-8, duly filled in and with no deviations to the specific requirements, terms & conditions and digitally signed on the bottom of each page with official seal along with a forwarding letter addressed to the AGM(Mech.),T&C Department, Corporate Office, NALCO BHAWAN,NALCO, Bhubaneswar,Odisha,PIN-751023.
 - 1.4 All the supporting documents uploaded with the offer should be **attested by a Gazetted Officer or Notary Public** and are required to be signed on each page by the bidder or by their authorized representative.
 - 1.5 In case deviation is unavoidable, bidders are instructed to give all deviations in the enclosed deviation statement sheet (Annexure-7) only. Deviation(s) listed at any other place of the tender shall not be considered at all and shall not be binding on NALCO. The tender shall be evaluated based on the deviation statement and no claim whatsoever shall be entertained irrespective of bidder has accepted this particular clause or not.
 - 1.6 Financial implications of the agreed deviation as per assessment of NALCO will be loaded on the price quoted by the bidder. Deviation not accepted by NALCO will have to be withdrawn by the bidder otherwise such bids may be disqualified/rejected.
 - 1.7 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.
 - 1.8 The price bids of technically qualified bidders shall only be opened on a later date. The date & time of opening of price bid shall be intimated to the qualified bidders through www.eprocure.gov.in website.
 - 1.9 The bidder shall ensure submission of complete information / documents in the first instant itself. NALCO reserves the right to evaluate the offer based on the details furnished by the bidders on the scheduled date of tender submission without seeking any subsequent additional information.
 - 1.10 **EVALUATION OF BIDS:** The price bids of the techno-commercially qualified shall be evaluated as per the footnote of "Quantity & Rate Schedule" in Excel format available in the e-procure web site.
- 2.0 ACCEPTANCE OF TENDER:**
- 2.1 NALCO reserves the right to reject or accept any or all the offers in full or part, split the work, reduce or increase the quantity.
 - 2.2 NALCO reserves the right to award the work in parts between two or more agencies if considered expedient. The quoted rates shall hold good for such an eventuality.

- 2.3 Bidders may note that, Brief Order / Letter of Intent / Fax of Intent / Work Order placed, is in acceptance of their offer by NALCO and shall be binding on them. However, the bidder has to return a copy of LOI / FOI / Work Order duly signed by them or their authorized representative as a token of receipt of the same within 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 Intent / Fax of Intent / Work Order .
- 2.4 Any communication such as Letter, BO, LOI, FOI, WO etc shall be communicated to the Bidder through Registered post/ Speed post/ Fax/ Hand delivery. Any communication through any one or more of above modes shall be valid and binding on the Bidder.

3.0 GENERAL INSTRUCTIONS TO BIDDER FOR SUBMISSION OF THEIR PROPOSAL

- 3.1 Merely, sale of tender documents to the intending bidders or submission of tenders by the bidders does not make them eligible for award of work. The offers from such bidders who have been debarred / banned/ black listed / de-listed by any unit of NALCO or Govt. Departments/ Quasi Govt organisations or other PSUs are liable for rejection irrespective of offers from such bidders satisfying the qualifying criteria. Bidders are requested to carefully study the terms & conditions and eligibility criteria before submitting the offers.
- 3.2 Each proposed bidder must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own investigation into the proposed **TO IDENTIFY AN AGENCY TO “PROVIDE SKILL AND EMPLOYMENT DEVELOPMENT TRAINING”**

3.3 EARNEST MONEY:

- i. The tenderer must pay Earnest money (EMD) as given in the Letter/ Notice Inviting Tenders. Tenders not accompanied with earnest money deposit will be rejected. The earnest money can be paid by Crossed Demand Draft/ Bank Guarantee from any Nationalized/ Scheduled Bank 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 six 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, Government agencies and the Firms registered with NSIC (for the service/work for which they are registered), and other such as Ancillary Industries etc. for which specific exemption has been granted by Nalco shall be exempted from submission of EMD.
- 3.4 The Bidders are expected to examine carefully the contents of all the documents provided and Bidder has made complete and careful examinations of requirements and other information set forth in this RFP and received all such relevant information as it has requested from NALCO. Failure to comply with the requirements of RFP will be at the Bidder's own risk. All documents pertaining to eligibility criteria / Technical evaluation must be clearly marked/ flagged 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.
- 3.5 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.

- 3.6 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.
- 3.7 Whenever desired, agency shall have to furnish secrecy agreement for non-disclosure of information that may be made available to them for the Services to NALCO at the time of award of work as per terms and condition of contract. Agency shall not disclose confidential information to any third party without prior written approval of NALCO. **In case of breach of secrecy by the Contractor, Nalco will have right to terminate contract, forfeit security deposit and claim damages from the party.**
- 3.8. 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.
- 3.9 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
- 3.10 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.
- 3.11 NALCO reserves the right to reject any Proposal if:
- a) At any point of time, material misrepresentation is made or uncovered for a bidder
 - b) The Proposer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.
- 3.12 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: ashok.mishra@nalcoindia.co.in, sudhansu.sabata@nalcoindia.co.in
- 3.13 Bidder should not be under liquidation, court receivership or similar proceeding and shall submit self declaration for the same.
- 3.14. Based on discussion with different bidders, NALCO at its discretion may revise the technical/commercial conditions and other related issues for the assignment, before acceptance of final bid. In that case all bidders have to submit their revise proposal within stipulated time frame.
- 3.15. 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.
- 3.16. The bidders may note that any pending criminal case involving moral turpitude, fraud, theft & unlawful activities or conviction by court of law or indictment/ adverse order by regulatory authority against the person, company, Directors of the Company or sister concern of the Company, partner of the firm etc. would constitute disqualification for participating for tender.

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

3.18. **Telex/ Telegraphic/ Fax/ E-mail bids shall not be accepted**

3.19 The information in this RFP has been prepared in good faith. The information contained in this RFP is selective. It does not, and does not purport to, contain all the information that a proposed bidder may require. Neither NALCO, nor any of its officers or employees, nor any of their advisers nor companies/agencies undertake to provide any proposed bidder with access to any additional information or to update the information in this RFP and accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed **"TO IDENTIFY AN AGENCY TO "PROVIDE SKILL AND EMPLOYMENT DEVELOPMENT TRAINING"** or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

3.20 **ENVIRONMENTAL REQUIREMENTS:**

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 "GENERAL ENVIRONMENTAL REQUIREMENT & ENVIRONMENTAL POLICY", enclosed herewith.

3.21 The contractor shall remove all the waste/debris generated during the work on each occasion & dispose off to a place identified by Manager-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.

3.22 **SECURITY DEPOSIT:**

- i. A sum of 10% of the accepted value of the tender or actual value of the work done whichever is higher for contracts not exceeding Rs. 1 Crore, 7 1/2 % for the value of contracts over Rs. 1 crore up to Rs. 5 crores and 5% for the value of contracts over Rs. 5 crores shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.
- ii. This may be deposited initially at 2 ½% of the value of the contract (referred as initial Security deposit) within 20 days of receipt by him of the notification of acceptance of tender and the balance will be recovered in installments through the deduction @ 10% of the gross value of the each running account bill for the contract up to Rs. 1 crore, 7 1/2 % for contract between Rs. 1 to Rs.5 crores and 5% for contract over Rs. 5 crores, till total security deposit is collected. No further deduction from the bills will be made on this account.
- iii. Alternatively the contractor may at his option to deposit the full amount percentage as mentioned (i) above towards deposit within 10 days of issue of notification accepting his tender. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.
- iv. The earnest money deposited with the tender shall be adjusted towards security deposit.

- v. Contractor can furnish the initial or total security deposit amount (a) in Demand Draft or (b) through a Bank Guarantee from any Scheduled bank in the prescribed proforma.
- vi. If contractor /sub-contractor or their employees damages, breaks, deface or destroy the property belonging to the owner or other during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof; the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of Engineer-in-Charge shall be final).
- vii. All compensation or other sums of money payable by the contractor to the Owner or recoveries to be made under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Owner on any account whatsoever. In the event of his security being reduced by reasons of any such deduction or sale, the contractor shall within ten days thereafter make good in cash, bank drafts, any sum or sums which may have fallen short of Security deposit amount or any part thereof. No interest shall be payable by the Owner for sum deposited as security deposit.
- viii. The security deposit will be refunded after the expiry of the period of liability as stipulated in the contract.

3.23 FORFEITURE OF SECURITY DEPOSIT:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government securities, etc. forming whole or part of such security deposit. In the event of security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor. The contractor shall pay to the Owner on demand any balance remaining due. In the event of any breach by the contractor or any loss or damage occasioned to the owner which in the opinion of the owner has arisen, the decision whereof shall be final and binding on the contractor or in the event of the termination of the contract for any such breach, the security deposit is liable to be forfeited. The decision of forfeiture by the Owner shall be final and binding on the contractor.

3.24 ARBITRATION:

All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of the contract or the rights touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, force closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided. For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons.

The 'Appointing Authority' for the purpose of arbitration shall be the Chairman and managing Director or any other person so designated by him.

The contractor shall on receipt of the names as referred selected any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The appointing Authority shall there upon without any delay appoint the said person as the sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever sole Arbitrators shall be appointed as aforesaid. The work under the contract shall, however continue during the arbitration proceedings. The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award. The Arbitrator shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award/ awards. The venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants, it may, as and when required, be held at the place where the site of work is situated.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both the parties. Subject to aforesaid, the provisions of the Arbitration Act 1940 or 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. For Public Sector Enterprises guidelines as per the circular of BPE No. 15/9/86-BPE (FIN) dated 30.03.89 as amended time to time will be followed.

3.25 JURISDICTION/ GOVERNING LAWS:

(a) Jurisdiction: For all disputes arising of this contract, the jurisdiction shall lie under the jurisdiction of direct courts in the respective areas in the State of ORISSA (India) only.

(b) Governing Laws: The contract shall be governed by and constructed according to the laws in force in INDIA.

3.26 TAXES & DUTIES:

The rates quoted by the tenderer will cover all the taxes, duties, and levies as applicable on the date of bid/ revised bid (if any). In case of any imposition of new taxes by Govt notification at a later date, same shall be reimbursed to the contractor against submission of authentic document towards payment of such taxes by them. In case of revision of rate of Works Contract Tax by Govt notification, same shall be reimbursed to the contractor against submission of documentary evidence towards payment of such extra amount by them.

3.27.1 EXECUTION OF AGREEMENT:

The contractor shall have to execute an agreement on ` 50/- non-judicial stamp paper to be purchased from any stamp vendor under the jurisdiction of the Orissa High Court, in the specific format . Issuing authority of work order shall sign the agreement on behalf of NALCO. The agreement should be submitted within 10 days of receipt / issuance of Work order in T&C Department. The agreement shall not be required to be executed for work orders of value less than or equal to Rs 1,00,000/- .

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

3.28 TERMINATION OF CONTRACT

If the performance of the successful bidder is found unsatisfactory during the period of contract, the contract will be terminated with short notice of 15 days and the same shall be carried out by any other agency at the risk & cost of the contractor. Other penal actions such as forfeiture of EMD and Security Deposit and debarring the contractor for participating in future tenders of NALCO may also be taken.

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

3.29 INTEGRITY PACT:

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format attached as Annexure-8 in the RFP, and submit the same duly signed on all pages by the Bidder's Authorized Signatory along with the offer proposal. Bidder and its Subsidiary (IES) and/or Holding Company and/or Subsidiary (IES) of its Holding Company / Consortium members if permitted as per RFP, shall individually sign Integrity Pact (IP) and shall be submitted in a separate sealed envelope before stipulated Project Proposal submission time at the address specified in Data Sheet. Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP)' shall lead to outright rejection of Project Proposal as being non-responsive.

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.

A. Independent External Monitor (IEM)

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

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

Dr. Arun Chandra Verma, IPS (Retd.)
C-1204, Amrapali Platinum Complex,
Sector-119, Near Parthala Khanjapur Police Chowki
Noida - 201301

Phone No: 0120-6710071 Cell No: (+91) 8130386387
E-mail: acverma1@hotmail.com

- ii. IEM is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NALCO or directly with the IEMs at above Address:
- iii. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO including that provided by the Bidder. The Bidder will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Subsidiary (IES) and/or Holding Company and/or Subsidiary (IES) of its Holding Company / Consortium members/Sub Contractors with confidentiality.
- iv. Tender Inviting Authority is the Nodal Officer for necessary coordination in this regard:
- v. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall en-cash the Contract Performance Bank Guarantee/Performance Guarantees, in accordance with Section 6 of Integrity Pact.'
- vi. The Earnest Money Deposit shall be valid for six months beyond validity period of offer. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the OWNER, including warranty period
- vii. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

3.30 CIRCUMSTANCES OF BLACKLISTING / SUSPENSION / BANNING OF BUSINESS.

3.30.1 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. .

3.30.2 **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. The reasons for banning are listed below. This list is illustrative only and not exhaustive.

- (i) Any failure to execute the contract satisfactorily.
- (ii) Offence except criminal, such as moral turpitude, fraud, theft, unlawful activities within the premises of the company (Plant or Township) by the contractor or their workmen.
- (iii) Defaults such as failing in disbursements of wages of the workmen/contract labourers in time at least twice in a contract period.
- (iv) Submission of false declaration / documents in the offer.
- (v) Misconduct / misbehaviour of the contractor or any of the workers engaged by them.
- (vi) Non-compliance of environment, safety and health requirements including use of proper PPEs.

3.30.3 **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.

3.31. **INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS**

- i. Bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site.
- ii. Bidder then login to the site through giving user id / password chosen during registration. The etoken that is registered should be used by the bidder and should not be misused by others.
- iii. Please go to the CPP portal. Search for the e-procurement tender No. NALCO/CONT/e-TENDER/021
- iv. The Bidders can update well in advance, the documents such as certificates, work order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- v. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- vi. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum/addendum published before submitting the bids online.

- vii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
- viii. Bidder should get ready with the EMD as specified in the tender. Scan copy of the EMD instrument to be uploaded along with other documents as requested. The original instrument along with all other specified hard copy of documents (one set) should be posted/couriered/given in person so as to reach the Tender Inviting Authority, within due date as indicated at Pg-3. Non receipt of the documents along with original EMD instrument within the stipulated period may lead to rejection of the offer of the bidder.
- ix. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids
- x. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- xi. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- xii. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
- xiii. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- xiv. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- xv. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- xvi. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- xvii. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.
- xviii. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
- xix. If the bidder submits the bid in manual form (if permitted categorically in the tender), he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender may not be considered.

SCOPE OF WORK.

NALCO in its CSR activities interested to impart the Vocational training/ Skill development / Sustainable Livelihood training to eligible candidate through its training partners. The present NIT / RFP is the invitation of proposal for meeting the stated requirement. If consider, the training partner to execute the following functions.

1. The list of training modules is available at Annexure-11. Based on recommendation of Nalco, the training partners have to execute training module. Finalization of different training module for different location is the responsibility of Nalco. However, once in six month, Nalco along with the training partners will finalize the training calendar in which the tentative training schedule, training modules, probable target training etc will be finalized.
2. The course curriculum, the requisite facilities required to impart training, arranging competent faculty and placement assistance should be as per the guideline stipulated in "concerned Sector Skill Council/ NSDC". The links for the above said details are available with NSDC and few links are also enclosed at Annexure-12 for different training modules.
3. For any training program, it is the responsibility of the training partner to appoint the faculty with relevant qualification as per the available guideline and subsequent remunerations. The training partner will pay the minimum salary to his employee as per the government guidelines following all statutory laws applicable to their employees and also to the faculty.
4. Special conditions of contract are also to be referred for imparting training.
5. The training partner will provide Nalco performance report on monthly basis in addition to quarterly and annual reports.
6. *The tentative number of candidates to be trained per annum at different locations will be as per following. However, the number of persons to be trained may go up based on actual requirement at a later date.*
 - i. At Angul : Total 800 numbers including 350 women and 50 PWD
 - ii. At Damanjodi: Total 800 number including 300 women and 50 PWD.
 - iii. At Bhubaneswar Total 300numbers including 50 women and 50 PWD
 - iv. At Visakhapatnum, Total 100 persons will be trained.
7. The **batch strength** for any training program should be **25 (Twenty five numbers)**. However depending upon the availability of suitable candidates, the batch size can vary. But, it should not be less than **twenty numbers (20)** and more than **30 (thirty numbers)**.
8. Whether the program will be residential or non-residential, it will be based on the location and the residence of the target trainees i.e from the composition of the trainees. If it is felt that if most of the trainees need to travel longer distance daily to attend the program, then residential training program shall be provided with prior approval of NALCO.

SPECIAL CONDITIONS OF CONTRACT**SPECIAL CONDITION OF CONTRACT TO BE READ ALONG WITH SCOPE OF WORK.**

- i) The training partner should be able to frame long term strategy for making placement linked Vocational Training Centres at the places or nearby places to Angul, Damanjodi, Bhubaneswar and Vizag. Nalco intends to engage two partners for different regions i.e.
 - 1. Angul & Bhubaneswar and
 - 2. Damanjodi & Visakhapatnam.
- ii) The training partner should be able to successfully run Skill Development centre in designated places above or places in vicinity to NALCO operations for contractual period from the date of commence of work. However, the agency should start mobilizing the resources i.e. starting the Centre within 21 days and starting of training within 30 days of placement of order or LOI.
- iii) It is the responsibility of the training partner to identify, mobilize, and train the candidates. Nalco has no responsibility to identify or mobilize students / candidate for the training program.
- iv. It is the responsibility of the training partner to obtain certificate from SSC (Sector Skill Council) for certifying the candidates for skill development projects OR from NSDC approved third party Certifying authority for certifying the training programs being conducted by training partner on behalf of Nalco.
- v) The details on training programs should be as stipulated corresponding sector skill councils.
- vi) After completion of training program, the training partner should facilitate student to get placement with reputed agency. All actions required for placement services, like inviting business houses and conducting test/ interview free of cost to students should be carried out. This process should continue so that minimum 70% of the trainee will get placement within three months as per common norms. For consideration of 70%, the training, who starts their own business will also to be counted. However, out of passing out trainee, at least 50% of being placed in wage employment.

In case of self-employment, candidate should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade licence or setting up of an enterprise or becoming a member of a producer group or proof of additional earning (bank statement) or any other suitable and verifiable document as prescribed by the respective Ministry/ Department.
- VII) The facility / infrastructure for the training program to be provided by the training partner should not be less than that being specified by the sector skill council for the corresponding qualification pack. Please refer the enclosed “Qualification Pack” and “Model Curriculum” attached for respective training module.

- viii. The assessment criteria for each qualifying pack should be as per the guideline stipulated by respective sector skill council. For each training program, please refer corresponding “Qualification Pack” and “Model Curriculum” attached.
- ix. In case the training partners do not provide the required minimum infrastructure for the training program as stipulated by respective Sector Skill Council, the program can not start or will not continue. However, a token penalty of Rs 25,000/ will be imposed on each violation.
- x. In case the job will be awarded to the successful bidder, then bidder have to offer all training programs indicated in Annexure-11 based on requirement of Nalco at different designated locations. In that case, they have to arrange all resources as per requirement/ stipulated.
- xi. All Skill Development courses to be offered under this proposal/ project must conform to the National Skill Qualification Framework (NSQF) notified most recently, which provides for transition of all training/educational programmes /courses so as to be NSQF compliant.
- xii. **Following inputs must be ensuring that adequate training infrastructure and capacity exists:**
 - a. The overall training infrastructure especially the training aids and equipment to be used by the training partner should be as per industry benchmarks.
 - b. The training partner must hire the Trainers with suitable qualifications/ experience. Each trainer must have undergone Training of Trainers (ToT) programs.
 - c. Relevant content of the course curriculum and guideline for assessment for each training program should be as per industry applicability, appropriate to the learning groups and conforming to the requirements of NSQF/SDIS, being used.
 - d. The student and trainer enrolment must be linked to Adhar.

xiii. Outcome of Skill Development

In addition to independent third party certification of the skilled individual, the outcomes from skill development programmes shall confirm to the following:

For training of fresh entrants to the workforce, outcome shall be defined to include all of the following:

- a. Employment (both wage and self) on an annual basis of at least 70% of the successfully certified trainees within three months of completion of training, with at least 50% of the trainees passing out being placed in wage employment.
- b. In case of wage employment and recognition of prior learning, candidates shall be placed in jobs that provide wages at least equal to minimum wages prescribed and such candidates should continue to be in jobs for a minimum period of three months, from the date of placement in the same or a higher level with the same or any other employer.

- c. In case of self-employment, candidates should have been employed gainfully in livelihood enhancement occupations which are evidenced in terms of trade license or setting up of an enterprise or becoming a member of a producer group or proof of additional earnings (bank statement) or any other suitable and verifiable document as prescribed by the respective Ministry/Department.
- xiv. **Monitoring & Tracking** : Each candidate would be tracked once in every month for a period of one year in case of fresh entrants and 14 months in case of re-skilling and up-skilling after she/he completes her/his training. The parameters to be tracked would be as under:
 - i. Placement should be within 3 months of completion of training
 - ii. Once placed, remuneration/ incremental remuneration per month, preferable through bank payment.
 - iii. Whether continues to work in the same or higher job role till end of the tracking period (whether with same or different employer)
 - iv. If there are periods of unemployment between different jobs, duration of such gaps and reason for leaving earlier job without having a job in hand.
- xv. **Post Placement Support:**

In order to enable the newly skilled persons to settle into their job vocation under wage employment, post placement support would be provided directly to the candidate by interacting with the candidate and with their employers in regular intervals.
- xvi. **NUMBER OF TRAINING PARTNERS:** The total job will be distributed between two successful bidders. One bidder will look after the training programs at ANGUL & BHUBANESWAR and other bidder will look after the training programs at DAMANJODI & VISAKHAPATNAM.
- xvii. In case, the training partner uses the establishment other than they owned, the payment for rent and any other applicable taxes & dues is the responsibility of the training partner. Nalco will be in any way responsible for any laps on this account and training partner will indemnify Nalco on this aspect.
- xviii. Nalco will not be responsible for non employment of their training. The training partner will indemnify Nalco from any litigation that may arise subsequent to completion of training program.

ANNEXURE-5**SAMPLE BOQ FOR INFORMATION (NOT TO BE FILLED UP)**

Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder Rs.	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	Identify and providing training to target trainees as indicated in the different training modules indicated at Annexure-11 and as per scope of work, special condition of contract and other applicable terms and conditions of the NIT to perform the training program satisfactorily.					
1.01	Unit Rate per Training-Man Hour for Each Trainee for a Non-Residential Program)	1.00	Per Hour / person /Training Program	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE
1.02	Unit Rate per Training-Man Hour for Each Trainee for a Residential Program)	1.00	Per Hour / person /Training Program	DO NOT QUOTE HERE	DO NOT QUOTE HERE	DO NOT QUOTE HERE
Total in Figures						
Quoted Rate in Words						

NOTE

- Total amount quoted in column 7 will be considered for price comparison.
- Different trainings to be undertaken in this Program are detailed at Annexure-11.
- Bidder has to quote Unit Rate for each Training man-hour per training program indicated at Annexure-11 and the rate thus quoted shall be same for all training/ programs.
- Regarding Unit rate for each training/ program man-hour per training, please refer clause no 4.1 & 4.2 of FEES & TERMS OF PAYMENTS at Annexure-6
- The **QUANTITY** indicated at Column No. 3 of BOQ will be total number of hours of training that the service provider can offer during contract period multiplied by number of trainee (i.e. $= \sum X_i * Y_i$, where X is the total training man-hour required for the training program (i) & Y is the number of trainee in the said program (i).
- Total amount of 1.01 & 1.02 will be considered as the price for evaluation** in CQCCBS method. Total in figure indicated in column 1 in fact the Total figure of 1.01 & 1.02. For detail about CQCCBS, please refer **Attachement-1 to Bill of Quantity** at P-22 of RFP document.
- The contractor shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of Indirect tax and other statutory provisions applicable to this work as a service provider.
- Service Tax and Swachh Bharat Cess wherever applicable shall be paid extra at applicable rates. However, the contractor has to submit the proof of payment.
- Conditional Price Bids are liable for rejection. Discount mentioned separately over the rates quoted above will not be considered for evaluation of the bids. Full postal address with telephone number and email id of the bidder.

Signature of the bidder with date and seal

Attachement-1 to Bill of Quantity

Following Evaluation Methodology will be adopted for arriving the successful bidder.

CQCCBS (Cost Evaluation under Combined Quality cum Cost Based System), will be followed for selection of selection of Training partner on highest point basis. In CQCCBS, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. However, as indicated (B) Potential Evaluation Matrix, 50% score will be considered as qualifying mark and price bids of those qualified bidders price bid will be opened and subsequently for those qualified bidders, CQCCBS will be applicable.

Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

Highest points basis: On the basis of the combined weighted score for quality and cost, the Service provider shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be considered for the training partner for Angul & Bhubaneswar and nearby locations. Second highest i.e H2 will be considered for Damanjodi & Vizag and nearby locations.

EXAMPLE:

Minimum qualifying marks for technical qualifications as indicated is **50** and the weightage of the technical bids and financial bids will be **70 : 30**. In response to the RFP, (say) 3 proposals, i.e A,B & C were received.

The technical evaluation committee awarded them 75, 80 and 90 marks respectively and accordingly all are qualified. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

SL NO	BIDDER	QUOTED PRICE
1	A	120
2	B	100
3	C	110

Using the formula $(LEC / EC) \times 100$, where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals

A : $(100 / 120) \times 100 = 83$ points
 B : $(100 / 100) \times 100 = 100$ points
 C : $(100 / 110) \times 100 = 91$ points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

A: $75 \times 0.70 + 83 \times 0.30 = 77.4$ points.
 B: $80 \times 0.70 + 100 \times 0.30 = 86$ points
 C : $90 \times 0.70 + 91 \times 0.30 = 90.3$ points.

The three proposals in the combined technical and financial evaluation were ranked as under:
 Proposal A: 77.4 points: H3, Proposal B: 86 points: H2 and Proposal C: 90.3 points : H1

Proposal C at the evaluated cost of Rs.110 was, therefore, declared as successful bidder and recommended for award of work.

Note to Pre-qualifying criteria(PQC): Documentary evidence wherever required for the experience and for qualification need to be in line with standards given by NSDC.

FEES & TERMS OF PAYMENTS**01.****PAYMENT MODALITY**

- I 20% of the batch payment shall be made on commencement of each batch training.
 - li 20% of the batch payment shall be made after one month of commencement of batch training.
 - lii 30% of the batch payment shall be made after completion of batch training and issue of certificate to the candidates
 - iv *Balance 30% of the batch payment shall be made after submission of proof of 70% of the placement of trainee. For consideration of 70%, the trainee/s who start their own business will also be considered.*
02. The unit rate for imparting training will be same for all training programs enclosed at Annexure-11.
03. The successful bidder will receive unit rate for Residential program or Non-residential program as per their agreed rate with Nalco based on their submitted offer.
- 4.1 The training hour requirement for different skill sets are indicated at **Annexure-11** and training skills require different infrastructure requirements. Accordingly NALCO is inviting quotation for **the unit rate per training hour** for each trainee. The rates for Residential and Non-Residential program are to be quoted separately. The bidder has to consider all other cost implications like infrastructure, faculty, training aids etc in their offered rate and said rate will be valid for all training program described in the scope and special condition of contract. The said rate will be valid for the entire tenure of the contract.
- 4.2 Successful bidder will receive payment based on their ordered rate for residential or non-residential program. Rates will be same for all training programs indicated at Annexure-11

(Example – The total amount will be due for each program = No of trainee under taking the program X course duration in hours for the program as per NSDC guideline X quote unit rate per training hour for each trainee)

ANNEXURE-7**EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS**

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

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

Signature & Seal of bidder.

CRIMINAL BACKGROUND:

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

**INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF BIDDED OR
ABANDONMENT OF WORK BY THE BIDDER**

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

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

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

Signature of the Bidder

Date:.....(With Seal)

AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

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

Signature of the Bidder Date:

LETTER OF AUTHORITY

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

Ref:

Date:

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

Sub: SELECTION OF TRAINING PARTNER TO “PROVIDE SKILL AND EMPLOYMENT DEVELOPMENT TRAINING”

Dear Sir,

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

- | | |
|-----------------------|-------|
| 1. Name & Designation | _____ |
| Signature | _____ |
| Phone/Cell | _____ |
| Fax | _____ |
| E-mail | _____ |
| 2. Name & Designation | _____ |
| Signature | _____ |
| Phone/Cell | _____ |
| Fax | _____ |
| E-mail | _____ |

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

Yours sincerely,

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation & Seal

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

-: DECLARATION BY THE BIDDER :-

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

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

NOTE: Strike out whichever is not applicable.

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

EPF No : _____ ESI No : _____

Phone No: _____ Mobile No: _____

Fax No: _____ Email Address : _____

Date: _____

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

DECLARATION OF RELATIVE.

The tenderer shall carefully study the list of directors of NALCO given below and state “Yes” or “No” to questions given below:

1.	Dr. T.K. Chand, Chairman-Cum-Managing Director	2.	Shri Subhash Chandra, Part-Time Official Director
3.	Shri K.C. Samal, Director (Finance)	4.	Ms. Soma Mandal, Director (Commercial)
5.	Shri V Balasubramanyam, Director (Production)	6.	Shri B.K. Thakur, Director (HR)
7.	Shri S.K.Ray, Director (Project & Technical)	8.	Prof. D. Acharya, Part-Time Non-Official Director
9.	Shri D. Mahanta, Part-Time Non-Official Director	10.	Shri Maheswar Sahu, Part-Time Non-Official Director
11.	Shri S Sankaraman, Part-Time Non-Official Director	12.	Shri P K Nayak, Part-Time Non-Official Director
13.	Smt.Kiran Ghai Sinha, Part-Time Non-Official Director		

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

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

Sl. No.	Name	Relationship

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

(Strike out which is not applicable)

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

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

(Please attach extra sheet, if required)

SIGNATURE OF THE TENDERER

Bank MANDATE FORM for e-payment

(To be submitted in Duplicate)

To

NALCO Foundation, Bhubaneswar,

Dear Sir,

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

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

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

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

1. Name of the party :
2. Address of the party :-----Pin Code E-mail ID :
Permanent Account Number. :
3. Particulars of Bank :

[illegible]

4. Date from which the mandate should be effective:

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

Place:

Date: _____ Signature of the Party / Authorized Signatory _____

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

Bank's Stamp:

Date: _____ (Signature of the Authorized Official from the Banks)

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

UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS

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

Date: _____

Signature **Authorised Person With seal**

Name of the signatory _____

Company Name _____

Postal Address _____

Email ID _____

Phone _____ FAX _____

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

PRE CONTRACT INTEGRITY PACT

1. GENERAL

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between, on one hand, the National Aluminum 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, India (referred to as NALCO) acting through **Shri, Ashok Kumar Mishra, asst General Manager(Mech), T&C Dept** (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 (Name of the Stores /Equipment/Item) 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:

2. COMMITMENTS OF THE BUYER

- i. 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.
- ii. 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.

- iii. 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.
- iv. 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.

3. COMMITMENTS OF BIDDERS

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 :-

- i. 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- ii. 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.
- iii. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- iv. BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
- v. 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.
- vi. 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.
- vii. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- viii. 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.
- ix. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.

- x. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- xi. 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.
- xii. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956. 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.

4. **PREVIOUS TRANSGRESSION**

- i. 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.
- ii. 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. **EARNEST MONEY / SECURITY DEPOSIT:**

- I. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments :
- II. Bank Draft or a Pay Order in favour of _____
- III. A confirmed guarantee by any bank in NALCO's approved list of bankers promising payment of the guaranteed sum to the BUYER on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- IV. Any other mode or through any other instrument (to be specified in the RFP).
- V. The Earnest Money shall be valid for six months beyond validity period of offer. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period.
- VI. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for 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.
- VII. No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. **SANCTIONS FOR VIOLATIONS:**

- A. 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: -
 - a) 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.

- b) 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.
 - c) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - d) 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.
 - e) To encash 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.
 - f) 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.
 - g) 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.
 - h) 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.
 - i) 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.
 - j) 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.
- B. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(a) to (j) 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.
- C. 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.

7. FALL CLAUSE :

The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. INDEPENDENT EXTERNAL MONITORS (IEMS):

- I. The BUYER has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the IEMs to be given by Buyer).
- II. 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.
- III. The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- IV. Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- V. 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.
- VI. 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.
- VII. 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.
- VIII. The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

9. 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.

10. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. 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.

12. Validity:

- I. 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.

- II. 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.

The parties hereby sign this Integrity Pact at _____ on _____.

FOR & ON BEHALF OF

FOR & ON BEHALF OF

BUYER

Name of the Officer:

Designation:

Company: NALCO

Official seal.

BIDDER

Name of the Officer:

Designation:

Company:

Official Seal

Witness

1. _____

2. _____

Witness

1. _____

2. _____

LIST OF STANDARDISED BANKS**I SCHEDULED PUBLIC SECTOR BANKS (INDIAN)**

1	State Bank of India	13	Central bank of India
2	State Bank of Bikaner and Jaipur	14	Corporation Bank
3	State Bank of Hyderabad	15	Dena Bank
4	State Bank of Mysore	16	Indian Bank
5	State Bank of Patiala	17	Oriental Bank of Commerce
6	State Bank of Travancore	18	Punjab National Bank
7	Allahabad Bank	19	Punjab and Sind Bank
8	Andhra bank	20	Syndicate Bank
9	Bank of Boroda	21	Union Bank of India
10	Bank of India	22	UCO Bank
11	Bank of Maharashtra	23	Vijaya Bank
12	Canara bank	24	IDBI Bank

II SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

1	ING Vysya Bank	5	HDFC Bank
2	Axis Bank	6	YES Bank
3	SBI Commercial & International Bank Ltd	7	Indus Ind Bank
4	ICICI Bank	8	Kotak Mahindra Bank

III SCHEDULED FOREIGN BANKS

1	American Express Bank Ltd.	6	Standard Chartered Bank
2	BNP Paribas	7	Bank of American NT & SA
3	Bank of Tokyo Ltd.	8	Hongkong & Shanghai Banking Corporation
4	Barclays Bank plc	9	Citi Bank NA
5	Deutsche Bank AG	10	JP Morgan Chase Bank NA

A G R E E M E N T

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

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

Signed & delivered for &

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

SAMPLE OF CONTRACTOR'S INVOICE FOR PAYMENT OF SERVICE TAX*(Under Rule 4 a of Service tax Rule 1994)*

Name & Address of Service Provider		Name & Address of Service Receiver	
PAN	: _____	PAN	: _____
S.T.R.C. No.	: _____	S.T.R.C. No.	: _____
OVAT TIN.	: _____	OVAT TIN	: _____

Original- Excise Deptt./Duplicate- Finance/Triplicate-Engineer-In-Charge/Quadruplicate-Service Provider

INVOICE NO:

DATE:

Type of Service Provider (Strike whichever is not applicable)	Individual/Body Corporate/Firm /HUF/ AOP/ Government/ Local Authority		
Whether CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has been taken by the service provider under the provision of the CENVAT Credit Rule,2004	Yes		
	No		
1. Running Account Bill No			
2. Period of Provision of Service	From	To	
3. W.O./P/O. Number and Date	No.	Date:	
4. Description of taxable service			
5. Whether covered under Reverse Charge Mechanism	Yes	No	If yes, please mention the category
6. Name and Address of the Service Receiver	National Aluminium Company Limited, Corporate Office, Nayapalli,Bhubaneswar-751013,Odisha.		
7. Gross amount of Contract			
8. Value of Materials component in the Contractor Invoice			
9. Value of free Issue Material Supplied by NALCO (as ascertained from individual issue voucher pertaining to billing period)			
10.Value of service portion of contract. (Sl.No.7- Sl.No.8) Actual Basis			
11.Value of service portion of contract (Composite scheme) (Sl. No.7+Sl.No.9) X applicable % * (Note)			
12. Amount of Service tax on Sl.No.10 or	Tax	Edn. Cess	SHE Cess:

Sl. No. 11 as applicable			
13. Percentage of Service tax liability to be deposited by the service provider under reserve charge mechanism			
14. Amount of Service tax payable to service provider as per Sl. No. 13	Tax	Edn. Cess	SHE Cess:

Declaration:

We have paid/shall be paying the applicable service tax amount to ` to the Excise Authority within the statutory time limit.

Date Signature of the Authorized

Signatory with Seal (by service provider)

Signature of Engineers-In-Charge with Seal	For Use in Finance Department	
	Value of service component	₹.
	Applicable % under Reverse Charge Mechanism	
	Service Tax passed for payment to Service Provider in ₹.	Service Tax to be deposited by NALCO in ₹.
	Tax:	Tax:
	Edn. Cess:	Edn. Cess:
	SHE Cess:	SHE Cess:
	Total:	Total:
	Accountant	Accountant

- NOTE:
- Applicable % for determining service component on composition scheme.
- Original works- 40% of value execution
- Repair /Maint./Renovation 70% of value execution
- Others 60% of value execution

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).

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).

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).

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).

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.

PLACE: NALCO, CORPORATE OFFICE

POLICY DOCUMENTS OF NALCO**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 FOUNDATION /Consultant shall respond to such queries within a reasonable time.

OCCUPATIONAL HEALTH & SAFETY MANAGEMENT SYSTEM AND ENVIRONMENTAL REQUIREMENT.

- 1.1.1 SAFETY:** The contractor shall have to take necessary safety arrangements / precautions for the workmen engaged by him and shall be responsible for any First Aid/ Emergency treatment for his 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 24.02.2009,
Bhubaneswar.**

SOCIAL ACCOUNTABILITY POLICY

We at National Aluminium Company are committed to provide a socially accountable work environment to all employees and uphold ethical business practices by respecting employees' rights.

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

- Involvement of all employees in sustenance of SA 8000 standard;
- Continual improvement initiatives in all social issues;
- Learning and training opportunities to all employees;
- Fulfillment of relevant statutory rules & regulations, ILO requirements, applicable international instruments and their interpretation.

This policy is communicated and understood within the organization.

Sd/-

Chairman-cum-Managing Director

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