

Company
NATIONAL ALUMINIUM COMPANY LIMITED
Smelter plant
759145 ANGUL
INDIA

RFx

Information

Description:	NBC/MM/510/8-807&8-811/2023
RFx number:	8400008411
PR No.:	8000000811

RFx rules

RFx currency:	INR
Bidding procedure:	Restricted RFx
Time zone:	INDIA
Submission period:	04.01.2023 18:00:00- 23.01.2023 13:00:00
Opening date:	23.01.2023 16:00:00
Opening date of technical bid:	00:00:00

RFx details

RFx text:
Detailed NIT attached.

Item	Item category	Supplier product number	Delivery date/ Performance period
	Product no.	Description	Quantity
1	Material 25585000400	Potline-2 Control System	01.08.2023 00:00:00 1 LOT
2	Material 25585000300	Potline-4 Control System	31.07.2023 00:00:00 1 LOT
3	Material 25585000200	Potline-4 SCADA System	31.07.2023 00:00:00 1 LOT

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

INSTRUCTIONS TO BIDDER

INSTRUCTIONS TO BIDDER

- 1.0 M/s. National Aluminium Company Limited (A Govt. of India Enterprise) invites on-line quotation for "up-gradation of Rectifier Control System in the existing Potline-4, Potline-2 and G9 of 220kV Conversion Substation" at Smelter Plant, Angul, Odisha (India) on turn-key basis.

Bids are to be submitted / uploaded in complete accordance with enclosed Tender Documents and attachments. The detailed Technical specifications shall be as per **Annexure-I (A&B)** enclosed with this Tender Documents.

2.0 **CRITICAL DATES:**

Online NIT downloading, bid preparation and	: 04/01/2023, 10:00 Hrs. IST to
submission date (both priced and un-priced)	23/01/2023, 13:00 Hrs. IST
Date and Time of opening of the tender	: 23/01/2023, 16:00 Hrs. IST

3.0 **TENDER DOCUMENTS:**

- 3.1 The tender documents pertaining to the subject work are enclosed herewith, which contain the followings:

- (i) Notice Inviting Tender (NIT) - RFx
- (ii) Instructions to Bidder
- (iii) Annexure-I(A)- Technical Specifications and Scope of Work for up-gradation of Potline-4 Rectifier Control System
- (iv) Annexure-I(B)- Technical Specifications and Scope of Work for up-gradation of Potline-2 and G9 Rectifier Control System
- (v) Annexure-II- Special Instructions to Bidder
- (vi) Annexure-III- Tender Documents Commercial (Imports)
- (vii) Annexure-IV- Addendum to Tender Documents (Commercial)
- (viii) Annexure-V- Terms and Conditions for Supervision of Erection, Testing and Commissioning at Site
- (ix) Annexure-VI- Agreed Terms & Conditions (Imports)
- (x) Annexure-VII- Price Schedule Format (Imports)
- (xi) Annexure-VIII- Proforma for Contract-cum-Performance Bank Guarantee
- (xii) Annexure-IX- Proforma for Bank Guarantee for Advance Payment
- (xiii) Annexure-X- Proforma for Integrity Pact
- (xiv) Annexure-XI- List of NALCO approved Banks and Bank Mandate Form
- (xv) Annexure-XII- SA 8000 Format for compliance
- (xvi) Annexure-XIII- Form No. 10F
- (xvii) Annexure-XIV- Proforma for Declaration towards no permanent establishment
- (xviii) Annexure-XV- Format of Cost Analysis

- 3.2 In the event of any irreconcilable conflicts, the hierarchy for acceptance and order of proceedings shall be follows:

- (i) Technical Specifications & Scope of work
- (ii) Price Schedule Format (Import)
- (iii) Special Instructions to Bidder
- (iv) Instruction to Bidder
- (v) Agreed Terms & Conditions (Import)
- (vi) Addendum to Tender Documents (Commercial)
- (vii) Tender Documents Commercial (Import)

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

INSTRUCTIONS TO BIDDER

4.0 COST OF BIDDING:

All direct and indirect costs associated with preparation and submission of bid (including clarification meetings and site visit, if any) shall be to bidder's account and NALCO will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5.0 BID DOCUMENT

5.1 Bidder should download the complete set of tender documents which is available in Tenders section of NALCO's website www.nalcoindia.com and of Central Public Procurement Portal www.eprocure.gov.in. Bidder are requested to visit the above websites regularly for any modification/ addition/ bid due date extension for this tender and shall take into consideration the same while preparing and submitting their bids.

5.2 Bidder shall treat the tender documents and contents therein as strictly confidential.

5.3 The tender document is and shall remain the exclusive property of the OWNER without any right to bidder to use them for any purpose except for the purpose of bidding.

5.4 The bidder is expected to examine all instructions, forms, terms and specifications in the tender document. The Notice Inviting Tender (NIT) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidder, unless deviations are specifically stated seriatim (giving reference sl. no. of Tender Document) by the bidder. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder's risk and may result in the rejection of his bid.

6.0 AMENDMENT OF BID DOCUMENT

6.1 At any time prior to the bid due date, NALCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document and issue amendment in the form of Addendum.

6.2 Any addendum thus issued will become part of bidding document and bidder shall submit original addendum / compliance letter duly signed and stamped as token of his acceptance.

6.3 In order to afford prospective Bidder, reasonable time in which to take the amendment into account in preparing their bids, NALCO may, at its discretion, extend the bid due date.

7.0 LANGUAGE OF BID

7.1 The bid prepared by the Bidder and all correspondence / drawings and documents relating to the bid exchanged by Bidder and NALCO shall be written in ENGLISH language. Any printed literature furnished by the Bidder written in another language should be accompanied by an ENGLISH translation. In case of any conflict, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion
Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

INSTRUCTIONS TO BIDDER

- 7.2 In the event of submission of any document/ certificate/ Audited financial report by the bidder in a language other than English or Hindi, the bidder shall get the same translated into English and submit the same after getting the translation duly certified by Indian Embassy situated in Bidder's Country.

8.0 PREPARATION OF BID:

- 8.1 All direct and indirect costs associated with preparation and submission of bid (including clarification meetings and site visit, if any) shall be to bidder's account and NALCO will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 8.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The name and position held by each person signing must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
- 8.3 The Bidder shall prepare required number of copies of the bid, clearly marking each 'Original Bid' and 'Copy of Bid' as appropriate. In the event of any discrepancy between them, the 'Original Bid' shall govern.
- 8.4 The complete bid shall be without alterations, interlineations or erasures, except as may be necessary to correct errors made by the Bidder, in which case such corrections shall be rewritten & initialed by the person or persons signing the bid.
- 8.5 The offers should be unambiguous and complete information should be furnished in the offer. Incomplete / ambiguous offers will be rejected outright.

9.0 BID PARTS

Bid shall be submitted in composite form in single part basis (i.e., techno-commercial bid as well as price bid combined).

10.0 SUBMISSION OF ON-LINE BIDS / QUOTATION:

- 10.1 **The bid due date for the tender is dtd. 23/04/2023, 13:00 Hrs. (IST).**

NALCO reserves the right to extend Bid Opening Date. In case of extension of Bid Opening Date, the same shall be hosted in NALCO Website and CPPP Portal. Special intimation shall be given to vendors. All rights and obligations of NALCO and the Bidder, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

- 10.2 The bids / quotations complete in all respect should be submitted in the manner indicated in the tender document so as to be submitted / published in on-line mode **before the bid due date and time through our SRM-7 portal**, by logging into our website www.nalcoindia.com.
- 10.3 The on-line bid / quotation is to be submitted in **SINGLE PART** containing the following:
- (i) All Technical details, Drawings, Data Sheets, Catalogues / Literatures, etc.
 - (ii) Commercial details as per the tender.
 - (iii) Duly filled up "Agreed Terms & Conditions (Imports)".
 - (iv) Scanned copy of Original Integrity Pact duly filled and signed on each page.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

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INSTRUCTIONS TO BIDDER

(v) The Price - Schedule (with Price figures). The Price Schedule submitted should contain the prices strictly as per the Annexure-VII - Price schedule Format attached with the tender documents.

The bidder must prepare all the required documents and then upload the scanned copies of the documents in our SRM-7 portal under the section "**ATTACHMENT**".

10.4 In case of any difficulty in submission of on-line bid through our SRM-7 portal, the bidder are requested to contact the following persons during office hours only:

- (i) Mr. Tapan Samantray, DGM (Matls.), e-mail: tapan.samantray@nalcoindia.co.in, Mob No. +91-9437022746
- (ii) Mr. Sudesh Patnaik, Sr. Mgr. (Matls.), e-mail: sudeshpatnaik@nalcoindia.co.in, Mob No. +91-9437176925
- (iii) Mr. Mihir Kumar Behera, Sr. Mgr. (Matls.), e-mail: mihir.behera@nalcoindia.co.in, Mob No. +91-9437111103

10.5 The hard copy offer should contain the following documents:

- (i) Original Integrity Pact - 02 Nos.
- (ii) A certificate / undertaking by the bidder, stating that the hard copy of the offer submitted is exactly the same as the on-line offer uploaded by them in SRM-7 portal.
- (iii) The hard copy offer should contain TWO SETS (One Original + One Copy) of all the documents as mentioned in NIT.

The hard copy should be submitted in duly sealed envelope clearly super scribed "**Offer for up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India), NIT No. NBC/MM/510/8-807&8-811/2023 dtd. 04/01/2023 (RFx No.: 8400008411)**".

10.6 NALCO will not be responsible for any postal delay and / or misplacement. Late and Delayed Tenders will not be entertained.

10.7 While mailing the hard copy of offer, Foreign Bidder are required to submit their bids through their courier / freight forwarding agents on free domicile shipment basis (where all the charges including Customs Duty are to be borne by the bidder) on free delivery to M/s. National Aluminium Company Ltd. at NALCO Bhawan, P-1, Nayapalli, Bhubaneswar-751013, Odisha, INDIA.

10.8 **Scanned Bids / Quotations through E-mail is also acceptable.**

10.9 While mailing the hard copy of offer, Foreign Bidder are required to submit their bids through their courier / freight forwarding agents on free domicile shipment basis (where all the charges including Customs Duty are to be borne by the bidder) on free delivery to GM(Materials), M/s. National Aluminium Company Ltd. at NALCO Bhawan, P-1, Nayapalli, Bhubaneswar-751013, Odisha, INDIA.

11.0 **CONTACT PERSON AND ADDRESS OF NALCO:**

The contact person and address of NALCO for submitting the hard copy of offer in sealed envelope is as follows:

Ms. Sumita Sahay, GM (Materials)
National Aluminium Company Limited,
NALCO Bhawan, P/1,
Nayapalli, Bhubaneswar,
Odisha – 751013, INDIA (Mail ID: sumita.sahay@nalcoindia.co.in)

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion
Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

INSTRUCTIONS TO BIDDER

12.0 MODIFICATION AND RE-SUBMISSION OF BIDS:

- 12.1 Modification of the submitted bid may be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish till the closing date and time of the tender. Bidder may withdraw their bids online within the end date of bid submission.
- 12.2 For hard copy of offer, bidders may modify or withdraw their bid after the bid's submission, provided that the modification/ withdrawal notice is received by the Owners prior to the bid due date & time.
The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the address mentioned at clause No.- 10.8 above. A withdrawal notice may also be sent by e-mail at mihir.behera@nalcoindia.co.in but should be followed by a signed confirmation copy dated not later than the deadline for submission of bids.
- 12.3 No bid shall be modified subsequent to the due date and time or extension, if any, for submission of bids. Bidder to note that unsolicited price changes (including changes in taxes, duties mentioned & their applicability) after submission of bid shall not be allowed.
- 12.4 No bid (whether submitted on-line or off-line) shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder.

13.0 OPENING OF BIDS:

- 13.1 The BIDS shall be opened on the date and time specified in the Notice Inviting Tender (NIT) under critical dates.
- 13.2 Bidder are required to submit their on-line bid in NALCO's SRM-7 Portal and hard copy of such bid in sealed cover separately within the bid due date and time. Bidder to note that only on-line bids will be considered for evaluation of offers.
- 13.3 NALCO reserve the right to extend Bid Opening Date. In case of extension of Bid Opening Date, the same shall be hosted in NALCO Websites and CPPP Portal. Special intimation shall be given to vendors. All rights and obligations of NALCO and the Bidder, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.
- 13.4 The bid / quotation will be opened on specified date and time as mentioned in the CPPP Portal. The Authorized representative of firms who have submitted valid tenders will be permitted to attend tender opening. However, they must bring authorization letter along with identity card while participating in bid opening. The Bidder's representatives, who are present, shall sign a bid opening statement evidencing their attendance. Bidder, whose bids are not opened for any reason, will not be allowed to be present during bid opening. The Bidder(s) names only will be announced and recorded at the time of opening of un-priced bids.

14.0 INTEGRITY PACT

- 14.1 The accompanying 'Integrity Pact' in the **Annexure-X** of tender documents is to be executed in two (02) originals.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

INSTRUCTIONS TO BIDDER

- 14.2 Bidder shall engross the Integrity Pact on plain paper (A-4 Size) and submit the same duly signed by the person(s) signing the bid along with un-priced bid. All the pages of the Integrity pact are to be signed by the bidder.
- 14.3 Bidder are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.
- 14.4 The Bidder should not change the contents of the Integrity Pact.
- 14.5 The two (02) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in **the hard copy offer** as mentioned at Para – 10.3. The scanned copy of the Integrity Pact is to be uploaded along with the on-line Bid.
- 14.6 The two originals of Integrity Pact signed and stamped on each page by the bidder and submitted along with the bid will be signed by the representative of NALCO. One original of the Integrity Pact will be retained by NALCO and the other original will be returned to the bidder through post / courier.

Only those bidder, who commit themselves to such a Pact with NALCO, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification for the tender.

- 14.7 At present, there is a panel of two Independent External Monitors (IEM) in NALCO. Their contact details are given as below:

(i) Ms. Archana Ranjan, IRS (Retd.)

E-mail: ranjan.archana@gmail.com,

(ii) Ms. Deepa Krishan, IRS (Retd.)

E-mail: deepakrishan@gmail.com,

Note: *Only representation in respect of Integrity Pact need to be addressed to the nominated IEM and no query regarding tender terms and conditions should be address to the IEMs. Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials.*

- 15.0 The bidder has to furnish a declaration to the effect that they have not been banned or de-listed by any Government or Quasi Government agencies or PSUs of India. If you have been banned or de-listed by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. The declaration should be in the bidder's official letterhead duly signed by the authorised signatory with official seal. If this declaration is not furnished, your bid shall be treated as **non-responsive and liable for rejection**. Bidder should upload the scanned copy of the declaration with their on-line bid.
- 16.0 The bidder shall furnish detailed information regarding the names of other firms/ agencies/ partnership firm/ wholly owned or partly owned/ subsidiary etc. where they are having financial/ professional stakes along with the Part-I Bid. The bidder should also give a declaration/ undertaking that any such firm/ agency are not participating in the same tender. The declaration/ undertaking should be in the bidder official letterhead duly signed by the authorised signatory with official seal. **Offer without this declaration are liable for rejection.**

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

INSTRUCTIONS TO BIDDER

- 17.0 Bidder are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest bidder only.
- 18.0 **BID VALIDITY:**
- 18.1 Bid shall be kept valid for acceptance for a period of **06 (six) months** from the final bid opening date. A bid valid for a shorter period may be considered as non-responsive and liable for rejection.
- 18.2 The Bidder shall not be entitled during the bid validity period as mentioned above, without the consent in writing of NALCO to revoke or cancel its bid or to vary the bid given or any term thereof. In case of Bidder revoking or cancelling its bid without the consent of NALCO in writing, NALCO shall reject the offer of Bidder.
- 18.3 Notwithstanding above, NALCO may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing.
- 19.0 Technical specifications should be strictly as per the **Annexure-I (A&B) i.e., Technical Specifications** of tender documents enclosed. In case of any deviation, please furnish the same clause-wise, under the head "Technical Deviations". **Any deviation mentioned elsewhere in the offer will not be considered.**
- 20.0 Bid should be submitted without any deviation to the bidding documents. In case of any deviation, deviation to bidding documents shall be submitted as per the pro-forma for deviations enclosed with Agreed terms and conditions questionnaire. **Deviations, if any appearing anywhere else in the offer shall not be considered for evaluation and ordering.**
- 21.0 The Questionnaire under the caption "Agreed Terms & Conditions (Import) is to be duly filled in and submitted along with the offer.
- 22.0 NALCO reserves the right to make any changes in the terms and conditions of Purchase and to reject any or all the bids received including those received late, incomplete and telex / fax bids, without assigning any reason(s) thereof.
- 23.0 Foreign bidder to quote prices in **single** Foreign Currency preferably in **USD, GBP, EUR and JPY** only.
- 24.0 **AWARD CRITERIA**
The Owner will award the Contract to the successful bidder whose bid has been determined to be the lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.
- 25.0 **NOTIFICATION OF AWARD**
- 25.1 Prior to the expiration of bid validity, NALCO will issue a Letter of Intent (LOI), brief order or Purchase Order to the successful Bidder. The LOI / Brief Order / Purchase Order will constitute the formation of the Contract. The Completion Period shall be counted from the date of LOI/ brief order/ Purchase Order.
- 26.0 **ISSUE OF PURCHASE ORDER**

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion
Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

INSTRUCTIONS TO BIDDER

- 26.1 After the successful Bidder has been notified that his bid has been accepted, the Owner will send to such bidder a Brief Order / Purchase Order incorporating all the terms and conditions agreed between the parties.
- 26.2 Within 07 (seven) days of receipt of the Brief Order / Purchase Order, the Bidder shall sign and return it to the Owner for their records as a token of their acknowledgement of acceptance of the Brief Order / Purchase Order, failing which it shall be deemed that the Brief Order / Purchase Order has been accepted by the bidder in toto.

27.0 CONTACTING THE OWNER

- 27.1 No correspondence, whatsoever until and unless called for by the NALCO, shall be entertained after due date and time of receipt of bid and any uncalled for communication received later from the tenderers / agents will be ignored.
- 27.2 Any efforts by a bidder to influence NALCO in its bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's offer.
- 27.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bid. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- 27.4 Please furnish name and address of the official to whom correspondence should be sent including telephone/ mobile number / fax number and e-mail id.

28.0 SOCIAL ACCOUNTABILITY:

We are Social Accountability SA 8000 Certified Company. It is expected that our Suppliers / Service providers confirm to the requirements of this International Standard SA 8000:2014. The bidder should ensure to follow the statutory social accountability norms of India also. The Survey Questionnaire (attached as at Annexure-XII) may please be filled up and sent along with the Bid.

29.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- 29.1 NALCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or; any obligations to inform the affected Bidder of the ground for the Owner's action.
- 29.2 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim, against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and the Bidder shall have no claim in that regard against the Owner. A bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.
- 29.3 Bidder should not be under liquidation, court receivership or similar proceeding. Bidder has to submit **certificate/ undertaking** in this respect in their official letter head duly signed by their authorized signatory with official seal.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion
Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

INSTRUCTIONS TO BIDDER

30.0 LATE BIDS

- (i) E-tendering portal shall close immediately after the deadline for submission of bid.
- (ii) The online bid must be submitted before the bid due date and time.
- (iii) The Hard Copy of offer should reach us on or before the bid due date and time.
- (iv) Late bids will not be entertained.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

SPECIFICATION AND SCOPE OF WORK FOR UP-GRADATION OF CONTROL AND SCADA SYSTEM IN THE EXISTING POTLINE-4 RECTIFIER CONTROL SYSTEM OF 220KV CONVERSION SUBSTATION

1. INTRODUCTION:

The PLC & HPC based Rectifier control system along with PcVue based SCADA system of NALCO's Potline-4 was supplied and commissioned by M/s Areva, France during 2007-08. The original installation was based on the document 3EDH 0026& 3EDH 0028 for concept of rectifier controls and OEUI0012 for Level 2 network and SCADA system.

This specification describes the modalities for replacement of following: -

- PLC & HPC parts like PLC along with its accessories, HPC along with its accessories, communication modules, Operator terminal displays and other installed hardware at 4 Nos. of Local rectifier Group Control (RGC) panels, 4 Numbers Remote Group Control Panel, 1 No. Master control panel and the 1 no. Potline Hardware backup panel by upgraded devices based on latest versions of compatible PLC & HPC V4 system
- Existing PCVue based SCADA system (both hardware and software) at NALCO's Potline-4 Rectifier substation with latest redundant server based SCADA system.

The above replacement activities are to be carried out in minimum possible time period and without affecting DC current being fed to the Potline.

2. SCOPE OF THE SUPPLIER:

2.1. General

- 2.1.1. Design, engineering, scheme finalization & software preparation for the supplied equipment in accordance to the needs of NALCO. However, all the controls, interlocks and logics in the existing application program are to be replicated in the application program of the new controller as a bare minimum. None of the existing features are to be omitted.
- 2.1.2. Design the system and integrate with the existing rectifier power and control equipment and other external devices such as SURMEC, etc. Support required from any other third party vendor is also covered in the scope of the supplier.
- 2.1.3. Make necessary modifications in the SCADA screens and Alarm lists in accordance to the need of NALCO. However, the present SCADA functionalities shall be replicated in the new system as a bare minimum. None of the existing features are to be omitted.
- 2.1.4. The work involved is basically of retrofitting type. It shall be supplier's responsibility to visit the NALCO Smelter plant at Angul, if required, and familiarize himself with the existing installation. Supplier's scope shall include all necessary provisions including additional items/services such that a viable and fully functional system is implemented that meets or exceeds the capacity, and performance requirements specified. Such materials and services shall be considered to be within the scope of

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

the contract. To the extent possible, the supplier shall identify and include all such additional items and services in their proposal.

2.1.5. The supplier shall undertake detailed site survey before submission of offer and immediately after award of the contract. If deemed necessary, the party shall plan for site visit to get acquainted with the site condition before submitting the offer. Any plea of ignorance after finalization of the order shall not be entertained. The site visits shall include all necessary measurements / surveys to allow the supplier to perform the design and implementation functions. In the final offer shall include at least the following items;

- a) Proposed layout of Equipment in the existing panels/building.
- b) Proposed routing of power, earthing, signal cables and patch cords etc.
- c) Identification of all additional items required for interconnection with the existing equipment.
- d) Adequacy of the existing earthing scheme, and proposal for modification if required.
- e) Measured value of magnetic field strength in the vicinity of rectifier control cubicles. In case the field strength exceeds the tolerance level of the supplied electronics, design of the control system shall be accordingly done so as to ensure continuous operation of the control system without any spurious behavior / failure of any card. Magnetic shielding / Solid state DI/DO cards if required shall be provided by the supplier.

2.2. Supply

Item no	Material Code	Material Description	UOM	Qty
1	25585000300	Design, Supply, Erection, Testing and Commissioning for upgradation of existing Potline-4 Control System in accordance to details in this Annexure-1 (A).	LOT	1
2	25585000200	Design, Supply, Erection, Testing and Commissioning for upgradation of existing Potline-4 SCADA System in accordance to details in this Annexure-1 (A).	LOT	1

2.2.1. Latest compatible version of PLC system along with HPC V4 based regulation system and requisite communication, transducer modules for replacement of existing PLC & HPC controller parts in the local rectifier group control (RGC) panel – 4 sets.

2.2.2. Latest compatible version of PLC system along with HPC V4 based regulation system and requisite communication, transducer modules for replacement of existing PLC & HPC controller parts in the Master control Panel (PCC panel) with redundancy – 1 set.

2.2.3. Operator interfacing terminal (HMI Panels) for RGC panels along with necessary communication facilities – 4 Nos.

2.2.4. Operator interfacing terminal (HMI Panels) for Master panels along with necessary communication facilities – 1 No.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

- 2.2.5. Operator interfacing terminal (HMI Panels) for Remote Rectifier HBP panels along with necessary communication facilities – 4 Nos.
- 2.2.6. Server Station with Redundancy for replacement of present SCADA Server – 1 Set
- 2.2.7. Workstation for above SCADA system – 4 Nos.
- 2.2.8. Engineering station for SCADA system – 1 No.
- 2.2.9. Engineering Station for HPC & PLC Control System – 1 No.
- 2.2.10. Maintenance Laptop for HPC & PLC Control system – 1 No.
- 2.2.11. Adaptation plates/ hardware (if required) to accommodate the supplied equipment in the existing panels – 1 lot.
- 2.2.12. Control cables including communication cables (As required) – 1 lot
- 2.2.13. Fiber Optic cables with terminations (If required) – 1 lot
- 2.2.14. End termination lugs, crimps, ferrule markers, sundry hardware etc. – 1 lot.
- 2.2.15. Magnetic shielding material (if required) – 1 lot
- 2.2.16. Required hardware and software for integrating Master controller with SURMEC system – 1 lot.
- 2.2.17. The configuration of Computers/ Laptops supplied shall be of latest Windows based OS. GE Grid Solutions is required to offer the latest configuration available at ordering stage in-order to ensure best performance and availability of their spares in future.
- 2.2.18. Latest version of application and programming software for all supplied programmable devices with installation CD along with required license/ dongle. The license of all installation software shall not expire in at least 15 years.
- 2.2.19. Network hubs/ switches, Convertors (as required) - 1 Set
- 2.2.20. Operator interfacing terminal (HMI Panels) for Remote Potline HBP panel of Old Control room along with necessary communication facilities – 1No.
- 2.2.21. Drawings / Documents. (6 sets of hardcopy and 2 softcopy sets in USB media to be supplied for the following).
 - a. As built drawings of the entire upgraded system (The old as built drawing shall be modified after the replacement)
 - b. O&M manuals
 - c. Spare parts list with ordering specification
 - d. Troubleshooting guide and Card replacement procedures
- 2.2.22. Mandatory spares of the installed components i.e. 10% of installed quantity subject to minimum 1 no. of each type. The party has to submit a list of recommended spare along with the offer for scrutiny by NALCO.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

2.2.23. Any other hardware/ software required for satisfactory completion of the project and smooth operation of the system.

2.3. Works

2.3.1. Supervision of dismantling of all existing PLC & HPC controller and associated components from all locations.

2.3.2. Supervision of Installation of new PLC & HPC components in their place.

2.3.3. Internal wiring as per the new/existing cable schemes.

2.3.4. Re-termination of optical Fiber links between different Control cubicles as required.

2.3.5. All control wiring and fiber optic cabling and termination/connections etc.

2.3.6. Installation of maintenance computer and establish communication with all HPC, PLC ,etc.

2.3.7. Pre-commissioning of the rectifier group along with the new Control system in accordance to the mutually agreed/approved procedures.

2.3.8. Commissioning and PG test of the entire system including Group and Global level.

Note: The pre-commissioning, commissioning & PG Test activities have to be done as per the methodology/ procedure mutually agreed between NALCO and GE Grid Solutions during detailed Engineering stage. The party shall submit the detailed procedure for pre-commissioning, commissioning & PG Test to NALCO for their comments / approval during engineering stage.

2.3.9. Replacement of existing SCADA servers, workstations and associated components.

2.3.10. Dismantling of the old servers, workstations and hardware and installation of newly supplied computer systems.

2.3.11. Supervision of dismantling of the old FO cables, laying of new supplied FO cables with termination and installation of switches/ hardware (if required).

2.3.12. Migration of already developed pages from the old to new SCADA platform and necessary modification in pages where ever required.

2.3.13. Development of new pages/ functions as decided during engineering stage..

2.3.14. Establish communication with HPCs , PLCs, GPS, SURMEC and any other field devices

2.3.15. Any other activities to make the new SCADA platform fully functional and acceptable to NALCO.

Note:

- All equipment provided shall be designed to interface with existing equipment and shall be capable of supporting all existing functionalities and present requirements
- The above jobs are to be done online with three rectifier groups always in service feeding full current to the Potline

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

3. SCOPE OF NALCO

- 3.1. Arranging necessary shutdowns and work permits at various sites in accordance to preapproved schedule. The schedule may be modified keeping the operational constraints/ actual progress of project in mind.
- 3.2. Providing storage space at site free of cost wherever available.
- 3.3. Providing the Skilled/ Unskilled manpower for carrying out major manual jobs at site. The Vendor should inform about the details of manpower requirement/ jobs to be carried out during Engineering stage.

4. MISCELLANEOUS REQUIREMENTS

- 4.1. The supplier shall keep one engineer at site for 7 days after handing over the system to NALCO for technical support and to acquaint NALCO engineers about the new system.
- 4.2. The supplier shall bring all measuring, testing, diagnostic equipment, tools/tackles, lettering machine, etc. to satisfactorily complete the erection, testing, commissioning and PG test activities.
- 4.3. The application software must be completely user configurable so that in case of software corruption and modification of any part of the software, the competent technical person of NALCO can load/ reload/ alter/ backup the software without any permission from the OEM/ Vendor. All authorization/ password /dongles must be handed over to NALCO at the time of handing over of the completed system.
- 4.4. As the work requires continuous shutdown of rectifier groups in the running plant, the supplier shall submit the proposed shutdown schedule for NALCO's approval, the supplier shall meticulously plan the activities so that the shutdown period can be shortened as far as possible.
- 4.5. Party has to submit procedure for replacement of four groups + master controller without affecting production of Potline.
- 4.6. Shutdown of one rectifier group is permissible to the party at a time. The duration of shutdown has to be minimum as per requirement. This requirement has to be given priority and the same shall be finalized mutually during detailed engineering stage. Full current to Potline will be supplied through the remaining three groups. Shutdown of subsequent group will be allowed only when full replacement job of previous group is complete in all respect and group is fully functional.

5. SITE CONDITIONS

- 5.1. The supplied equipment shall be suitable for operation under the following local conditions:

Place of installation: NALCO, Smelter Plant, Dist-Angul, State – Odisha (India)

Site Altitude: Less Than 1000 M above MSL.

Humidity: 90% RH (non condensating type)

Temperature: Ambient 50°C max. The rectifier control panel shall be kept in air conditioned room with the temperature not exceeding 30 Deg C during normal operating conditions.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

Installation: Indoor

Application: Aluminum Smelter plant

Auxiliary supply: UPS Source Supply: 230VAC /10A & 110VDC /10A +10%

Environment: Susceptible to interference from electromagnetic and static field due to 220kV and 11kV AC equipment and 185kA DC bus bar in the vicinity of the existing panels, where the supplied equipment are to be installed.

High Electro-Magnetic field environment

- 5.2. The supplied equipment shall be suitable for satisfactory operation in presence of strong stray electromagnetic fields as encountered in smelter plants and shall conform to the requirements of applicable standard on EMI/RFI Noise immunity.

6. PROJECT MONITORING/QUALITY CONTROL

- 6.1. The proposal shall include a detailed project implementation plan and schedule that is consistent with the scope of the project. The plan shall include all the activities required, show all key milestones, and clearly identify the nature of all information and project support to be provided for completion of the project. Manpower resources, proposed to be deployed by the supplier during the execution phase, shall be clearly indicated.
- 6.2. Supplier shall assign a project manager with the authority to make commitments and decisions that are binding on the Supplier. NALCO will designate a project manager to coordinate all project activities. All communications between NALCO and the supplier shall be coordinated through the project managers. The project managers shall also be responsible for all communications between other members of the project staffs. Supplier shall submit the manpower deployment plan along with the bids, describing the key roles of each person.
- 6.3. The project implementation schedule shall be not exceeding 15 months from the date of award. Based upon this schedule the supplier shall submit a preliminary implementation plan along with the bid. The detail project implementation schedule shall be submitted by the supplier after NALCO's approval of the preliminary implementation plan, which shall include at least the following activities:
- a) Site Survey
 - b) Documents submission and approval schedule
 - c) Hardware purchase & Manufacturing, Software development & integration schedule.
 - d) Factory & Site Testing Schedule
 - e) Dispatch Schedule
 - f) Installation / commissioning schedule
 - g) Training schedule

The project schedule shall include the estimated period for completion and its linkage with other activities.

- 6.4. A progress report shall be prepared by the Supplier each month against the activities listed in the project schedule. The report shall be made available to NALCO on a monthly basis, e.g., the 10th of each month. The progress report shall include all the completed, ongoing and scheduled activities.

7. TESTING AND COMMISSIONING AT SITE

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

- 7.1. The list of pre-commissioning tests to be performed shall be mutually agreed and included in the supplier's quality assurance program. The supplier's commissioning engineers shall carry out these tests. After the pre-commissioning tests are over the equipment shall be put into operation.
- 7.2. All technical personnel assigned to the site by the supplier must be fully conversant with the specific system and its software package. They shall be trained on both hardware and software capability to bring the system on line quickly and efficiently with a minimum of interference to other equipment on line.
- 7.3. The supplier in no case shall bank upon NALCO's personnel / representatives for these activities for his part of work.
- 7.4. Field testing shall be carried out by the supplier for completely installed system including various sub-systems connected together. Tests shall be conducted as per approved SAT procedures. These test results shall be submitted to NALCO for review.

8. FACTORY ACCEPTANCE TEST

- 8.1. The supplier shall prepare FAT documentation covering all hardware, software and functional testing and submit it to NALCO in advance as per stipulated time schedule for NALCO's review and approval. Finalization and approval of Functional design specification by NALCO is a pre-requisite for review and approval of FAT procedure document.
- 8.2. The supplier shall give one month notice of readiness for inspection of component, parts and/or before final assembly and tests, so that NALCO's representative may witness such tests before dispatch.
- 8.3. Factory acceptance test will be done based on the stipulations in the approved FAT document in the presence of NALCO's representative.
- 8.4. No material under the scope of this specification shall be dispatched until factory inspection satisfactory to NALCO representative has been made or else a waiver certificate has been issued by NALCO. Such an inspection shall not relieve the supplier from full responsibility for furnishing equipment conforming to the requirements of this specification.

9. SITE ACCEPTANCE TEST (SAT)

Supplier shall prepare SAT documentation covering all hardware, software and system functional testing and submit it in advance and as per stipulated time schedule for NALCO's review and approval. Site acceptance test will be done based on the stipulations in the approved SAT document. Once the test is successfully performed, temporary acceptance of the system will be given.

10. PERFORMANCE GUARANTEE

Supplier shall test the responses and relevant PG parameters of existing system at site during engineering stage. Accordingly the parameters and modalities of PG test shall be finalized during engineering stage.

The party shall submit the detail list of tests and their procedure to NALCO for approval.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

11. **SAFETY**

Since the entire replacement job shall be carried out under the direct supervision of the supplier, the supplier shall be solely responsible for the safety of the manpower engaged under him. The supplier shall study the safety requirements at site and make a safety procedure for the whole activity and finalise the same in consultation with NALCO.

12. **WARRANTY**

12 (Twelve) months from the date of commissioning and handing over or 18 (Eighteen) months from date of delivery at NALCO's stores whichever is earlier for the supplied system covering hardware and software. The warranty shall include comprehensive OEM on-site warranty for all components (H/W and Software including OS) supplied including reloading and reconfiguration of all Software and device drivers/ patches etc., if required.

It shall be obligatory on the part of supplier to modify and/or replace any hardware and modify the operating, application and diagnostic software free of cost in case any malfunction is revealed even during on line operation after taking over within the warranty period.

13. **COMMISSIONING SPARE / MANDATORY SPARE**

13.1. All required commissioning spares are in the scope of the supplier.

13.2. Mandatory spares i.e., 10% of all supplied equipment subject to minimum 1 No. of each type/ model of installed component shall be supplied along with the main equipment.

14. **AFTER SALES SERVICES**

The supplier shall furnish product support certification against obsolescence and spares availability for the supplied equipment for a period not less than 15 years from the date of final handing over.

15. **TRAINING**

On site: Party has to provide free of cost training to eight persons at site for a duration of one week in two batches before final handing over.

16. **VENDOR DATA REQUIREMENT (MINIMUM)**

16.1. Documents required to be submitted along with Bid.

1. Functional design specification with details of control philosophy
2. Configuration diagram of proposed Control system showing all equipment to be supplied
3. Configuration diagram of SCADA system showing all equipment to be supplied and data network.
4. Shutdown plan (preliminary)
5. Bill of Material.
6. Catalogues and description of all equipment offered (hardware and software)
7. Mandatory spares list

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

8. Project schedule showing major milestones like FAT, supply, Installation, SAT, PG test, training, etc.
9. List of drawings/documents
10. List of deviations w.r.t. specification with reason.
11. List of special tools and tackles
12. Other details as asked for in the specification

16.2. Documents required to be submitted Post Order.

1. Project schedule complete with manpower deployment plan and shutdown plan.
2. List of drawings/documents with submission schedule
3. Detailed configuration diagrams of control system and SCADA (hardware and software)
4. Layout drawings of all supplied equipment
5. Electrical schematic/wiring drawings
6. Power supply distribution diagram
7. Grounding arrangement
8. Installation procedures and drawings of all supplied equipment
9. List of all equipment with their detailed specification and basis of selection
10. Final I/O and parameters list (requires NALCO's approval)
11. Inter panel cable list
12. Data network cable layout and schedule
13. Display and report formats for SCADA (requires NALCO's approval)
14. Functional design specification
15. All logic diagrams
16. FAT procedure and report after conducting FAT
17. SAT procedure
18. Test run procedure and report
19. List of mandatory spare parts
20. List of special tools and tackles
21. Pre-commissioning and commissioning procedure.
22. PG test procedure
23. Training schedule
24. Details of Manpower support required, if any, during site activities.

16.3. Documents required to be submitted after PG test.

1. SAT reports.
2. PG test reports.
3. As built drawings/ documentation 6 copies each in hard + 2 copies in CD/DVD media covering the following.
 - a. User guides
 - b. Installation, maintenance and troubleshooting manuals for all equipment.
 - c. Spares parts ordering list with ordering code and the details of contact person
 - d. Addition/Modification/Replacement procedure in hardware and software for all supplied equipment
4. Software including source code of application software, passwords, etc
5. System recovery software for all supplied computers – 1 set for each computer in CD/DVD media
6. Application software back up – 2 sets for each processor and each computer in CD/DVD media
7. Programming software for PEC controller with license (including any connecting cables, etc) – 2 sets
8. All licenses required for the supplied hardware and software

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(A)

9. Complete List of passwords for operator and system engineer

17. **DELIVERY / COMPLETION PERIOD**

- 17.1. There shall be staggered delivery of six months period for materials related to the two upgradation jobs.
- 17.2. All materials related to upgradation of Potline-4 (i.e., Annexure-1A) shall be supplied first.
- 17.3. All materials related to upgradation of Potline-4 is to be delivered within 10 months on FAS/FOB basis from effective date of order.
- 17.4. Supply of all materials related to upgradation of Potline-2 and G9 (i.e., Annexure-1B) shall be started six months after supply of materials related to Potline-4 and to be completed within 17 months on FAS/FOB basis from effective date of order.
- 17.5. Site activities related to Potline-4 up-gradation job (i.e., Annexure-1A) shall be started first.
- 17.6. Site works related to Potline-4 erection supervision, commissioning, PG tests and handing over shall be completed within 3 months of intimation from NALCO.
- 17.7. The project implementation schedule related to Potline-4 shall be not exceed 15 months from the effective date of award of order/ contract.
- 17.8. Site activities related to Potline-2 and G9 up-gradation job will be started after successful completion of Potline-4 upgradation related activities and stabilization period.
- 17.9. Site works related to Potline-2 and G9 erection supervision, commissioning, PG tests and handing over shall be completed within 3 Months of intimation from NALCO.
- 17.10. Vendor shall take necessary precaution and supply sufficient "Commissioning Spares" to take care of any requirement during site commissioning related activities so as to not draw from the items supplied under "Mandatory Spares".

18. **DEVIATIONS**

Normally no deviation is allowed in the contract. However if some deviations are unavoidable, the same shall be mentioned with detailed justification only in the format mentioned at 'deviation schedule to terms & conditions of tender documents commercial (imports)' at Annexure-VI along with the offer. Any other deviations mentioned in any other documents will be considered null and void.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(B)

SPECIFICATION AND SCOPE OF WORK FOR UP-GRADATION OF RECTIFIER CONTROL SYSTEM IN POTLINE-2 AND G9 OF 220KV CONVERSION SUBSTATION

1. INTRODUCTION:

The PLC & HPC based Rectifier Control System of NALCO's Potline-2 was supplied and commissioned by M/s. Areva T&D, France during 2011-12. The original installation was based on the document 3EDI 0039, 3EDI 0040 & 3EDI 0041 for concept of rectifier controls.

Similarly for G9 (Swing Rectifier group), the supply & commissioning of the equipment was done by M/s. Areva T&D, France during 2007-08. The original installation was based on the document 3EDG 0074 & 3EDH 0018 for concept of rectifier controls.

This specification describes the modalities for replacement of components/equipment like PLC along with its accessories, HPC along with its accessories, communication modules, operator terminal displays and other installed hardware at 5 Nos. of Local Rectifier Group Control (RGC) panels, 5 numbers Remote Group Control Panels and 1 No. of Master Control Panel by upgraded devices based on latest versions of compatible PLC & HPC V4 system.

The above replacement activities are to be carried out in minimum possible time period and without affecting DC current being fed to the Potline.

2. SCOPE OF THE SUPPLIER:

2.1. General

- 2.1.1. Design, engineering, scheme finalization & software preparation for the supplied equipment in accordance to the needs of NALCO. However, all the controls, interlocks and logics in the existing application program are to be replicated in the application program of the new controller as a bare minimum. None of the existing features are to be omitted.
- 2.1.2. Design the system and integrate with the existing rectifier power and control equipment and other external devices, if any. Support required from any other third party vendor is also covered in the scope of the supplier.
- 2.1.3. Make necessary modifications in the Local/ Remote Panel view screens and Alarm lists in accordance to the need of NALCO. However, the present functionalities shall be replicated in the new system as a bare minimum. None of the existing features are to be omitted.
- 2.1.4. The work involved is basically of retrofitting type. It shall be supplier's responsibility to visit the NALCO Smelter plant at Angul, if required, and familiarize with the existing installation. Supplier's scope shall include all necessary provisions including additional items/ services such that a viable and fully functional system is implemented that meets or exceeds the capacity, and performance requirements specified. Such materials and services shall be considered to be within the scope of the contract. To the extent possible, the supplier shall identify and include all such additional items and services in their proposal.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(B)

2.1.5. The supplier shall undertake detailed site survey before submission of offer and immediately after award of the contract. If deemed necessary, the party shall plan for site visit to get acquainted with the site condition before submitting the offer. Any plea of ignorance after finalization of the order shall not be entertained. The site visits shall include all necessary measurements / surveys to allow the supplier to perform the design and implementation functions. The final offer shall include at least the following items;

- a) Proposed layout of Equipment in the existing panels building.
- b) Proposed routing of power, earthing, signal cables and patch cords etc.
- c) Identification of all additional items required for interconnection with the existing equipment.
- d) Adequacy of the existing earthing scheme, and proposal for modification if required.
- e) Measured value of magnetic field strength in the vicinity of rectifier control cubicles. In case the field strength exceeds the tolerance level of the supplied electronics, design of the control system shall be accordingly done so as to ensure continuous operation of the control system without any spurious behavior / failure of any card. Magnetic shielding / Solid state DI/DO cards if required shall be provided by the supplier.

2.2. Supply

Item no	Material Code	Material Description	UOM	Qty
1	25585000400	Design, Supply, Erection, Testing and Commissioning for upgradation of existing Rectifier Control system in Potline-2 and G9 in accordance to details in this Annexure-1(B)	LOT	1

2.2.1. Latest compatible version of PLC system along with HPC V4 based regulation system and requisite communication, transducer modules for replacement of existing PLC & HPC controller parts in the local rectifier group control (RGC) panel – 5 sets (i.e., one set each in 4 groups of Potline-2 and one set in G9).

2.2.2. Latest compatible version of PLC system along with HPC V4 based regulation system and requisite communication, transducer modules for replacement of existing PLC & HPC controller parts in the Master control Panel (PCC panel) with redundancy – 1 set.

2.2.3. Operator interfacing terminal (HMI Panels) for RGC panels along with necessary communication facilities – 5 Nos. (i.e., one set each in 4 groups of Potline-2 and one set in G9).

2.2.4. Operator interfacing terminal (HMI Panels) for Master panels along with necessary communication facilities – 1 No.

2.2.5. Operator interfacing terminal (HMI Panels) for Remote Rectifier HBP panels along with necessary communication facilities – 5 Nos.

2.2.6. Engineering Station for HPC & PLC Control System – 1 No.

2.2.7. Maintenance Laptop for HPC & PLC Control system – 1 No.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(B)

- 2.2.8. Adaptation plates/ hardware (if required) to accommodate the supplied equipment in the existing panels – 1 lot.
- 2.2.9. Control cables including communication cables (As required) – 1 lot
- 2.2.10. Fiber Optic cables with terminations (If required) – 1 lot
- 2.2.11. End termination lugs, crimps, ferrule markers, sundry hardware etc. – 1 lot.
- 2.2.12. Magnetic shielding material (if required) – 1 lot
- 2.2.13. Latest version of application and programming software for all supplied programmable devices with installation CD along with required license/ dongle. The license of all installation software shall not expire in at least 15 years.
- 2.2.14. Network hubs/switches, Convertors (as required) - 1 Set
- 2.2.15. Drawings / Documents. (6 sets of hardcopy and 2 softcopy sets in USB media to be supplied for the following).
- a. As built drawings of the entire upgraded system (The old as built drawing shall be suitably modified after the replacement)
 - b. O&M manuals
 - c. Spare parts list with ordering specification
 - d. Troubleshooting guide and Card replacement procedures
- 2.2.16. Mandatory spares of the installed components i.e., 10% of installed quantity subject to minimum 1 No. of each type. The party has to submit a list of recommended spare along with the offer for scrutiny by NALCO.
- 2.2.17. Any other hardware/ software required for satisfactory completion of the project and smooth operation of the system.
- 2.3. Works**
- 2.3.1. Supervision of dismantling of all existing PLC & HPC controller and associated components from all locations.
- 2.3.2. Supervision of Installation of new PLC & HPC components in their place.
- 2.3.3. Internal wiring as per the new/existing cable schemes.
- 2.3.4. Re-termination of optical Fiber links between different Control cubicles as required.
- 2.3.5. All control wiring and fiber optic cabling and termination/connections etc.
- 2.3.6. Installation of maintenance computer and establish communication with all HPC, PLC, etc .
- 2.3.7. Pre-commissioning of the rectifier group along with the new Control system in accordance to the mutually agreed/approved procedures.
- 2.3.8. Commissioning and PG test of the entire system including Group and Global level.

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(B)

Note: The pre-commissioning, commissioning & PG Test activities have to be done as per the methodology/procedure mutually agreed between NALCO and GE Grid Solutions during detailed Engineering stage. The party shall submit the detailed procedure for pre-commissioning, commissioning & PG Test to NALCO for their comments / approval during engineering stage.

2.3.9. Supervision of dismantling of the old FO cables, laying of new supplied FO cables with termination and installation of switches/ hardware (if required).

2.3.10. Any other activities to make the new Control system functional and acceptable to NALCO.

Note:

- All equipment provided shall be designed to interface with existing equipment and shall be capable of supporting all existing functionalities and present requirements
- The above jobs are to be done online with three rectifier groups always in service feeding full current to the Potline

3. SCOPE OF NALCO

3.1. Arranging necessary shutdowns and work permits at various sites in accordance to preapproved schedule. The schedule may be modified keeping the operational constraints/ actual progress of project in mind.

3.2. Providing storage space at site free of cost wherever available.

3.3. Providing the Skilled/ Unskilled manpower for carrying out major manual jobs at site. The Vendor should inform about the details of manpower requirement/jobs to be carried out during Engineering stage.

4. MISCELLANEOUS REQUIREMENTS

4.1. The supplier shall keep one engineer at site for 7 days after handing over the system to NALCO for technical support and to acquaint NALCO engineers about the new system.

4.2. The supplier shall bring all measuring, testing, diagnostic equipment, tools/ tackles, lettering machine etc. to satisfactorily complete the erection, testing, commissioning and PG test activities.

4.3. The application software must be completely user configurable so that in case of software corruption and modification of any part of the software, the competent technical person of NALCO can load/ reload/ alter/ backup the software without any permission from the OEM/ Vendor. All authorization/ password/ dongles must be handed over to NALCO at the time of handing over of the completed system.

4.4. As the work requires continuous shutdown of rectifier groups in the running plant, the supplier shall submit the proposed shutdown schedule for NALCO's approval, the supplier shall meticulously plan the activities so that the shutdown period can be shortened as far as possible.

4.5. Party has to submit procedure for replacement of Five groups + master controller without affecting production of Potline.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(B)

- 4.6. Shutdown of one rectifier group is permissible to the party at a time. The duration of shutdown has to be minimum as per requirement. This requirement has to be given priority and the same shall be finalized mutually during detailed engineering stage. Full current to Potline will be supplied through the remaining groups. Shutdown of subsequent group will be allowed only when full replacement job of previous group is complete in all respect and group is fully functional.

5. **SITE CONDITIONS**

- 5.1. The supplied equipment shall be suitable for operation under the following local conditions:

Place of installation: NALCO, Smelter Plant, Dist-Angul, State - Orissa

Site Altitude: Less Than 1000 M above MSL.

Humidity: 90% RH (non condensating type)

Temperature: Ambient 50°C max. The rectifier control panel shall be kept in air conditioned room with the temperature not exceeding 30 Deg C during normal operating conditions.

Installation: Indoor

Application: Aluminum Smelter plant

Auxiliary supply: UPS Source Supply: 230VAC /10A & 110VDC /10A +10%

Environment: Susceptible to interference from electromagnetic and static field due to 220kV and 11kV AC equipment and 185kA DC bus bar in the vicinity of the existing panels, where the supplied equipment are to be installed.

High Electro-Magnetic field environment

- 5.2. The supplied equipment shall be suitable for satisfactory operation in presence of strong stray electromagnetic fields as encountered in smelter plants and shall conform to the requirements of applicable standard on EMI/RFI Noise immunity.

6. **PROJECT MONITORING/QUALITY CONTROL**

- 6.1. The proposal shall include a detailed project implementation plan and schedule that is consistent with the scope of the project. The plan shall include all the activities required, show all key milestones, and clearly identify the nature of all information and project support to be provided for completion of the project. Manpower resources, proposed to be deployed by the supplier during the execution phase, shall be clearly indicated.

- 6.2. Supplier shall assign a project manager with the authority to make commitments and decisions that are binding on the Supplier. NALCO will designate a project manager to coordinate all project activities. All communications between NALCO and the supplier shall be coordinated through the project managers. The project managers shall also be responsible for all communications between other members of the project staffs. Supplier shall submit the manpower deployment plan along with the bids, describing the key roles of each person.

- 6.3. The project implementation schedule shall be not exceeding 15 months from the date of award. Based upon this schedule the supplier shall submit a preliminary implementation plan along with the bid. The detail project implementation schedule shall be submitted by the supplier after NALCO's approval of the preliminary implementation plan, which shall include at least the following activities:

- a) Site Survey
- b) Documents submission and approval schedule

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(B)

- c) Hardware purchase & Manufacturing, Software development & integration schedule.
- d) Factory & Site Testing Schedule
- e) Dispatch Schedule
- f) Installation / commissioning schedule
- g) Training schedule

The project schedule shall include the estimated period for completion and its linkage with other activities.

- 6.4. A progress report shall be prepared by the Supplier each month against the activities listed in the project schedule. The report shall be made available to NALCO on a monthly basis, e.g., the 10th of each month. The progress report shall include all the completed, ongoing and scheduled activities.

7. TESTING AND COMMISSIONING AT SITE

- 7.1. The list of pre-commissioning tests to be performed shall be mutually agreed and included in the supplier's quality assurance program. The supplier's commissioning engineers shall carry out these tests. After the pre-commissioning tests are over the equipment shall be put into operation.
- 7.2. All technical personnel assigned to the site by the supplier must be fully conversant with the specific system and its software package. They shall be trained on both hardware and software capability to bring the system on line quickly and efficiently with a minimum of interference to other equipment on line.
- 7.3. The supplier in no case shall bank upon NALCO's personnel / representatives for these activities for his part of work.
- 7.4. Field testing shall be carried out by the supplier for completely installed system including various sub-systems connected together. Tests shall be conducted as per approved SAT procedures. These test results shall be submitted to NALCO for review.

8. FACTORY ACCEPTANCE TEST

- 8.1. The supplier shall prepare FAT documentation covering all hardware, software and functional testing and submit it to NALCO in advance as per stipulated time schedule for NALCO's review and approval. Finalization and approval of Functional design specification by NALCO is a pre requisite for review and approval of FAT procedure document.
- 8.2. The supplier shall give one month notice of readiness for inspection of component, parts and/or before final assembly and tests, so that NALCO's representative may witness such tests before dispatch.
- 8.3. Factory acceptance test will be done based on the stipulations in the approved FAT document in the presence of NALCO's representative.
- 8.4. No material under the scope of this specification shall be dispatched until factory inspection satisfactory to NALCO representative has been made or else a waiver certificate has been issued by NALCO. Such an inspection shall not relieve the supplier from full responsibility for furnishing equipment conforming to the requirements of this specification.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(B)

9. **SITE ACCEPTANCE TEST (SAT)**

Supplier shall prepare SAT documentation covering all hardware, software and system functional testing and submit it in advance and as per stipulated time schedule for NALCO's review and approval. Site acceptance test will be done based on the stipulations in the approved SAT document. Once the test is successfully performed, temporary acceptance of the system will be given.

10. **PERFORMANCE GUARANTEE**

Supplier shall test the responses and relevant PG parameters of existing system at site during engineering stage. Accordingly the parameters and modalities of PG test shall be finalized during engineering stage.

The party shall submit the detail list of tests and their procedure to NALCO for approval.

11. **SAFETY**

Since the entire replacement job shall be carried out under the direct supervision of the supplier, the supplier shall be solely responsible for the safety of the manpower engaged under him. The supplier shall study the safety requirements at site and make a safety procedure for the whole activity and finalise the same in consultation with NALCO.

12. **WARRANTY**

12 (Twelve) months from the date of commissioning and handing over or 18 (Eighteen) months from date of delivery at NALCO's stores whichever is earlier for the supplied system covering hardware and software. The warranty shall include comprehensive OEM on-site warranty for all components (H/W and Software including OS) supplied including reloading and reconfiguration of all Software and device drivers/ patches etc., if required.

It shall be obligatory on the part of supplier to modify and/or replace any hardware and modify the operating, application and diagnostic software free of cost in case any malfunction is revealed even during on line operation after taking over within the warranty period.

13. **COMMISSIONING SPARE / MANDATORY SPARE**

13.1. All required commissioning spares are in the scope of the supplier.

13.2. Mandatory spares i.e., 10% of all supplied equipment subject to minimum 1 No. of each type/ model of installed component shall be supplied along with the main equipment.

14. **AFTER SALES SERVICES**

The supplier shall furnish product support certification against obsolescence and spares availability for the supplied equipment for a period not less than 15 years from the date of final handing over.

15. **TRAINING**

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(B)

On site: Party has to provide free of cost training to eight persons at site for a duration of one week in two batches before final handing over.

16. VENDOR DATA REQUIREMENT (MINIMUM)

16.1. Documents required to be submitted along with Bid.

1. Functional design specification with details of control philosophy
2. Configuration diagram of proposed Control system showing all equipment to be supplied
3. Shutdown plan (preliminary)
4. Bill of Material.
5. Catalogues and description of all equipment offered (hardware and software)
6. Mandatory spares list
7. Project schedule showing major milestones like FAT, supply, Installation, SAT, PG test, training, etc.
8. List of drawings/documents
9. List of deviations w.r.t. specification with reason.
10. List of special tools and tackles
11. Other details as asked for in the specification

16.2. Documents required to be submitted Post Order.

1. Project schedule complete with manpower deployment plan and shutdown plan.
2. List of drawings/documents with submission schedule
3. Layout drawings of all supplied equipment
4. Electrical schematic/wiring drawings
5. Power supply distribution diagram
6. Grounding arrangement
7. Installation procedures and drawings of all supplied equipment
8. List of all equipment with their detailed specification and basis of selection
9. Final I/O and parameters list (requires NALCO's approval)
10. Data network cable layout and schedule
11. All logic diagrams
12. FAT procedure
13. SAT procedure
14. FAT report
15. List of mandatory spare parts
16. List of special tools and tackles
17. Pre-commissioning and commissioning procedure.
18. PG test procedure
19. Training schedule
20. Details of Manpower support required, if any, during site activities.

16.3. Documents required to be submitted after PG test.

1. SAT reports.
2. PG test reports.
3. As built drawings/ documentation 6 copies each in hard + 2 copies in USB media covering the following.
 - a. User guides
 - b. Installation, maintenance and troubleshooting manuals for all equipment.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-I(B)

- c. Spares parts ordering list with ordering code and the details of contact person
- d. Addition/ Modification/ Replacement procedure in hardware and software for all supplied equipment
- 4. Software including source code of application software, passwords, etc.
- 5. System recovery software for all supplied computers – 1 set for each computer in portable HDD
- 6. Application software back up – 2 sets for each processor and each computer in portable HDD
- 7. Programming software for HPC controller with license (including any connecting cables, etc.) – 2 sets
- 8. All licenses required for the supplied hardware and software
- 9. Complete List of passwords for operator and system engineer

17. DELIVERY / COMPLETION PERIOD

- 17.1. There shall be staggered delivery of six months period for materials related to the two upgradation jobs.
- 17.2. All materials related to upgradation of Potline-4 (i.e., Annexure-1A) shall be supplied first.
- 17.3. All materials related to upgradation of Potline-4 is to be delivered within 10 months on FAS/FOB basis from effective date of order.
- 17.4. Supply of all materials related to upgradation of Potline-2 and G9 (i.e., Annexure-1B) shall be started six months after supply of materials related to Potline-4 and to be completed within 17 months on FAS/FOB basis from effective date of order.
- 17.5. Site activities related to Potline-4 up-gradation job (i.e., Annexure-1A) shall be started first.
- 17.6. Site works related to Potline-4 erection supervision, commissioning, PG tests and handing over shall be completed within 3 months of intimation from NALCO.
- 17.7. The project implementation schedule related to Potline-4 shall be not exceed 15 months from the effective date of award of order/ contract.
- 17.8. Site activities related to Potline-2 and G9 up-gradation job will be started after successful completion of Potline-4 upgradation related activities and stabilization period.
- 17.9. Site works related to Potline-2 and G9 erection supervision, commissioning, PG tests and handing over shall be completed within 3 Months of intimation from NALCO.
- 17.10. Vendor shall take necessary precaution and supply sufficient "Commissioning Spares" to take care of any requirement during site commissioning related activities so as to not draw from the items supplied under "Mandatory Spares".

18. DEVIATIONS

Normally no deviation is allowed in the contract. However if some deviations are unavoidable, the same shall be mentioned with detailed justification only in the format mentioned at Annexure-E along with the offer. Any other deviations mentioned in any other documents will be considered null and void.

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-II

SPECIAL INSTRUCTIONS TO BIDDER

1.0 The specification of the materials offered should be strictly as per **Annexure-I (A) & Annexure-I (B) - Technical Specification and scope of supply** (enclosed). In case of any deviation, please furnish the same clause-wise, under the head **"Technical Deviations"**. **Any deviation mentioned elsewhere in the offer will not be considered.**

2.0 **SITE VISIT:**

2.1 Bidder is advised to visit and examine the site, its surrounding and familiarize himself of the existing facilities and environment and collect all other information which he may require for preparing and submitting the bid and entering in to the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.

2.2 The bidder or any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the owner and his personnel or agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

2.3 Name of Contact Person for Site Visit:

Shri Chittaranjan Sahoo, GM (Electrical)
Smelter Plant, NALCO,
Angul-759145, Odisha, India
Email: chittaranjan.sahoo@nalcoindia.co.in
Mob. No: +91 9437027327

3.0 **EVALUATION / LOADING / REJECTION CRITERIA**

3.1 All evaluation shall be made on landed and erected on destination basis including design and engineering, supply of equipment's, commissioning & mandatory spares and vendor recommended two years O&M spares and consumables, etc. and all other construction, installation and commissioning charges, PG Test, Training, etc. along with the taxes and duties for the same, as per Technical Specifications and Scope of Work.

3.2 Arithmetical errors will be rectified on the following basis:-

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected. Further, if there is a discrepancy between the quoted lump sum price, and its separate break-up prices (if any), the quoted lump sum price shall prevail.

3.3 To facilitate evaluation and comparison, NALCO will convert all bid prices of foreign bidder expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on the reference rate of Financial Benchmarks India Pvt. Ltd.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-II

(FBIL) as set up by Reserve Bank of India (RBI) or based on the Bill Selling exchange rate of State Bank of India (SBI) prevailing as on the date of price bid opening.

3.4 Supply prices shall be evaluated as follows:

(i) IMPORTED

- | | | | |
|-----|--|---|---|
| 1. | FOB Price (including inspection / testing charges by third party) | : | As quoted |
| 2. | Add Ocean Freight charges | : | Firm freight quoted |
| | Note: In case firm freight not quoted by a vendor, loading shall be based on max. freight quoted by other vendor from that region and in case there is no other offer from that region, loading will be based on estimation by NALCO. | | |
| 3. | Sub - Total (CFR) | : | 1+2 |
| 4. | Marine Insurance | : | To NALCO's A/c |
| 5. | Sub - total (CIF) | : | 3+4 |
| 6. | Customs Duty (CD) | : | Merit rate of Customs Duty shall be considered on 5 |
| 7. | Social welfare surcharges(SWS) | : | @ 10% on (6) |
| 8. | Total including CD & SWS | : | 5+6+7 |
| 9. | Integrated Goods and Services Tax (IGST) | : | (i) Merit rate of GST shall be considered on (2)
(ii) Merit rate of GST shall be considered on (8) |
| 10. | Landed cost | : | 8+9 |
| 11. | Custom clearance, Port handling and transportation up to site | : | As quoted or @ 3% on 10 |
| 12. | Total Price | : | 10+11 |
| 13. | Technical loading, if any | : | On FOB Supply Price |
| 14. | Commercial loadings, if any | : | On FOB Supply price |
| 15. | Total after loading | : | 12+13+14 |
| 16. | Less, Input tax credit (ITC) | : | (-9) |
| 17. | Total Landed Price | : | 15+16 |

Note :- The statutory levies (Sl. No. – 6, 7 & 9) would be as applicable on date of price bid opening.

3.5 Foreign bidder should quote firm marine freight charges separately. In case of foreign bidder, NALCO reserves the right to place order either on FOB basis or CFR basis. In case of acceptance of bid, order will be placed on FOB basis and bidder will be required to furnish firm cargo details containing weight, dimensions, no. of packages, no. and types of containers required and port of shipment within two months of placement of LOI / Brief Order / Purchase Order. Subsequently, the order may be converted to CFR basis at NALCO's option within two months of submission of complete cargo details. Accordingly, quoted Marine freight should remain valid for acceptance for a period of two months from the date of submission of complete cargo details. The actual cargo shipped should not exceed the cargo details furnished in terms of volume, weight and no. of containers. **In case, the actual cargo dispatched exceeds the cargo details furnished, the extra freight incurred by Owner will be to contractor's account.** In case, the order is converted to CFR, at NALCO's option, then the free time for detention of containers shall not be less than 14 days.

3.6 Further Non acceptance of following commercial clauses may lead to **rejection of bid**:

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-II

- 3.6.1 A bid with incomplete scope of work and/or which does not meet the technical specifications and requirements as specified in the NIT documents shall be considered as non-responsive and rejected.
- 3.6.2 Prices must be furnished in accordance to the price schedule format enclosed and strictly based on the terms specified related to the bid prices in the instructions / conditions. Non compliance to this requirement shall make the bid liable for rejection.
- 3.6.3 Bidder is requested to note that exceptions / modifications taken by them to the following clauses of Tender Documents - Commercial may result in rejection of their bid :-
 - (a) Proforma of Contract-cum-Performance Bank Guarantee (CPBG) and Advance Bank Guarantee
 - (b) Contract Performance Guarantee clause
 - (c) Completion Schedule
 - (d) Period of validity of bid
 - (e) Guarantee / Warranty
 - (f) Replacement of Defective parts and materials

4.0 REFERENCE LIST

The bidder is requested to submit a list of buyers to whom the same or similar type of equipment have been supplied by them and which are under operation. The detailed addresses of such buyer's office/ works including Telephone, Fax Nos. and Contact Person and Order Reference are to be mentioned.



National Aluminium Company Limited

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

ANNEXURE-III (A)

TENDER DOCUMENTS COMMERCIAL (IMPORTS)



NATIONAL ALUMINIUM COMPANY LIMITED

(A GOVT. OF INDIA ENTERPRISE)

REGISTERED OFFICE: NALCO BHAVAN,

P/1, NAYAPALLI,

BHUBANESWAR - 751013

C O N T E N T S

Sl. No.

- 1.0 GENERAL INSTRUCTIONS
- 2.0 SCOPE OF THE PROPOSAL
- 3.0 TIME SCHEDULE
- 4.0 BRAND NAMES
- 5.0 SUBMISSION OF BIDS
- 6.0 LANGUAGE OF THE BIDS
- 7.0 SIGNATURE OF BIDS
- 8.0 INFORMATION REQUIRED WITH THE BIDS
- 9.0 UNDERSTANDING AND CLARIFICATIONS ON
DOCUMENTS & SPECIFICATIONS
- 10.0 LOCAL CONDITIONS
- 11.0 PRICE SCOPE
- 12.0 ESCALATION AND CURRENCY CHANGES
- 13.0 CUSTOMS DUTIES AND TAXES
- 14.0 EFFECT AND VALIDITY OF BID
- 15.0 AWARD OF CONTRACT
- 16.0 IMPORT OF EQUIPMENT REQUIRED FOR
ERECTION, TESTING AND COMMISSIONING
- 17.0 CONTRACT PERFORMANCE GUARANTEE
- 18.0 MAINTENANCE TOOLS AND TACKLES
- 19.0 DEVIATION TO BID DOCUMENT
- 20.0 CHECK LIST

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

1.0 GENERAL INSTRUCTIONS

- 1.1 The National Aluminium Company Limited, Bhubaneswar hereinafter called "NALCO / OWNER" will receive bids in respect of the work, items and equipment to be furnished and erected as set forth in the accompanying documents. All bids shall be prepared and submitted in accordance with these instructions.
- 1.2 Bids submitted after the time and date fixed for receipt of bids as set out in the invitation to Bid are liable to be rejected.
- 1.3 The terms "Works" referred herein shall cover the entire scope of the proposal, which includes supply and erection of items, equipments, labor and services including the successful completion of Performance Guarantee Tests.
- 1.4 The break-up of the complete scope envisaged in this enquiry is attached at Annexure-I(A & B) - Technical Specifications. All bidders are requested to indicate positively the division of work (a) to be directly undertaken by the Bidder or (b) to be excluded from Bidder's scope of responsibility.
- 1.5 Foreign Bidders may indicate whether the supply and services under scope of this contract are eligible for any export financing / Govt. assistance. If so, terms & conditions indicating interest, fees, installments, repayment period of deferred payments etc. shall be clearly spelt out.
- 1.6 Bidders should clearly give the complete list of goods with item wise FOB and C&F prices for imported items indicating the currencies and country of origin.

2.0 SCOPE OF THE PROPOSAL

- 2.1 The scope of the proposal shall be on the basis of a single bidder's responsibility, completely covering all the equipments, materials & services specified under the accompanying documents. It will include the following:
 - (a) Complete System Design and Layout.
 - (b) Detailed Design of the Equipments.
 - (c) Complete manufacture including shop testing.
 - (d) Providing engineering drawings, data, and operation manuals to the Owner.
 - (e) Packing, forwarding and transportation / shipment from manufacturer's works to the Project Site.
 - (f) Receipt, storage, preservation and conservation of all equipments and materials at the Site.
 - (g) Pre-assembly, if any, erection, testing and commissioning of the complete works.
 - (h) Reliability tests and performance and guarantee tests on completion of commissioning.
 - (i) Furnishing of Spares.
- 2.2 In principle, the party who is responsible for the process technology and, hence, the total system guarantee, shall undertake total responsibility for successful execution of the job / contract.

3.0 TIME SCHEDULE

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

- 3.1 One of the main considerations for award of the Contract shall be demonstrated capability of the bidder to maintain the time schedule for performing the specified works at all stages of activities. Bidder who have not executed in time similar job in the past may not be considered.

4.0 BRAND NAMES

The specific reference in these specifications and documents to any material by trade name, make or catalogue number shall be construed to as establishing standards of quality and performance and not as limiting conditions. However, Bidders may offer other similar materials and equipments provided they meet the specified standards, design and performance requirements.

5.0 SUBMISSION OF BIDS

- 5.1 The submission of bids shall be as per clause No.- 7.0 (Submission of On-line Bid) of "Instructions to bidders" of Global open tender Notice.
- 5.2 The address to which all correspondence regarding submission of bids against this tender shall be made is as mentioned at clause No.- 9.0 of "Instructions to bidders" of Global open tender Notice.

6.0 LANGUAGE OF THE BIDS

All information in the bids shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

7.0 SIGNATURE OF BIDS

- 7.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.
- 7.2 Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) of the authorized partner(s) or other authorized representative(s).
- 7.3 Bids by Corporation / Company must be signed with the legal name of the Corporation / Company by the President / Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation / Company in the matter.
- 7.4 A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing his principal will be rejected.
- 7.5 Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the Bid.
- 7.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

- 7.7 Erasers or other changes in the bid documents shall be over the initials of the persons signing the bid.

8.0 INFORMATION REQUIRED WITH THE BIDS

- 8.1 The bids must clearly indicate the name of the manufacturer, the type or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general Dimensions, material from which the parts are manufacture d, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure.
- 8.2 The above information shall be provided by the Bidder in the form of separate sheets, drawing, catalogues etc., in all copies of the bid.
- 8.3 Any bid not containing sufficient descriptive material to be described accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the Owner. Any major departure from these drawings and descriptive materials submitted will not be permitted during the execution of the Contract without specific written permission of the Owner.
- 8.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 8.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.

9.0 UNDERSTANDING AND CLARIFICATION ON DOCUMENTS & SPECIFICATIONS

- 9.1 The Bidder is required to carefully examine the specifications and documents and fully inform himself as to the conditions and matters, which may in any way affect the works or the cost thereof. If any Bidder finds discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, he shall at once request in writing for an interpretation / clarification to the Owner, in triplicate. The Owner, then will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications, the Bidder may submit his bid but within the time and date as specified in the invitation to Bid. All such interpretations and clarifications shall form a part of the specifications and documents, and accompany the Bidder's proposal.
- 9.2 Verbal clarifications and information given by the Owner or his employee(s) or his representative(s) shall not in any way be binding on the Owner.

10.0 LOCAL CONDITIONS

- 10.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Works covered under these documents and specifications. In their own interest, the Foreign Bidders are requested to familiarize themselves with the Income Tax Act, 1961; the Companies Act, 1956; Customs Act, 1962; GST Act and other related acts and laws prevalent in India. The

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

Owner shall not entertain any request for clarifications from the Bidders regarding such local conditions.

- 10.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the bids. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the Owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner which are based on the lack of such clear information or its effect on the cost of Works to the Bids.

11.0 PRICE SCOPE

- 11.1 The bidders shall quote in their proposal prices for the entire scope of work on divisible contract basis and indicate the following break-up schedule.

- (a) Design and Engineering charges for the complete works including Civil Works, including Indian Income Tax, if any.
- (b) Unit Price on FOB Shipment basis, Ocean Freight and Insurance, quantity & total C&F value separately for each IMPORTED equipment and materials included in the quoted scope.
- (c) Unit price on FOR / FOT Site delivery basis including packing, forwarding, transportation, taxes, duties, etc. separately for each INDIAN equipment and material included in the quoted scope.
- (d) Lump sum charges towards port and customs clearance at Indian Port of Entry, handling, forwarding, inland transportation and transit insurance for all the IMPORTED equipments, materials and spares.
- (e) Lump sum charges towards clearance and handling, transportation, storage, preservation and conservation of all equipments, materials and spares at Project Site.
- (f) Lump sum charges towards pre-assembly, if any, erection, testing, commissioning and performance guarantee tests of the complete system. Foreign supervision charges are to be separately shown.
- (g) List of Vendor recommended spares for two years normal operation and maintenance indicating parts name, catalogue no., quantity and Unit Price on Project Site Delivery Basis.
- (h) List of components with item wise Unit Rate for all individual equipments and materials, to enable price ADJUSTMENT, if required during detailed engineering and execution of the work.

12.0 ESCALATION AND CURRENCY CHANGES

- 12.1 The price quoted for the entire scope of work shall remain firm and fixed till complete execution of work.
- 12.2 In case any item, quoted as of Indian origin in the bid, but is subsequently transferred to the Imported category, the total cost (including custom duty, etc.) on Project Site-

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

Delivery basis for such item will be payable by Owner at actual but maximum limited to the value quoted originally for that of Indian origin.

12.3 In case any item, quoted as imported in the bid, but in subsequently transferred to the Indian Category, the total cost on Project Site Delivery basis for such item will be payable by Owner at actuals but maximum limited to the CIF value quoted originally for that of imported origin.

12.4 Foreign Bidder shall indicate bid prices only in US Dollar and only in Indian Rupees for that component of his price which the Bidder expects to spend in India.

Indian bidder shall indicate bid prices in Indian Rupees only, separately for Imported & Indian components.

12.5 The payment shall be paid in the currency or currencies in which the prices have been stated by the successful bidder.

13.0 CUSTOMS DUTIES AND TAXES

13.1 Foreign Bidders shall have the option if they would like that the Customs duties or levies levied on the Imported equipments by the Government of India or any State Governments be paid by the Owner directly to the Government of India or concerned State Government. In the event the Contractor is required by law to pay such levies in India, the same shall be reimbursed by the Owner to the Contractor i.e. the bidder awarded the Contract, in Indian Rupees upon presentation of Documentary evidence and subject to Owner's satisfaction that the bidder has taken sufficient action to reduce the tax liability to the maximum and within the legal provision. Bids must be specific on this point.

13.2 In case of domestic bids, all such Custom Duties and levies payable on components, sub-assemblies and raw materials by the local Bidders shall be included in the their prices and no claim on this behalf will be entertained by the Owner.

13.3 As regards the INCOME TAX, surcharge on Income Tax and other corporate taxes, the bidder shall be responsible for such payment to the authorities concerned.

Bidder may note that if any tax is deductible at source as per Indian Income Tax Law, the same will be so deducted before releasing any payment to the bidder. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices and shall clearly spell out inclusions of taxes, if any, in their quoted prices.

14.0 EFFECT AND VALIDITY OF BID

14.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim, against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the Owner.

14.2 The bid should be kept valid for acceptance for a period of **06 (six) months** from the bid due date.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

15.0 AWARD OF CONTRACT

- 15.1 Notification of Award of Contract will be made in writing to the successful Bidder by the Owner initially in the form of Letter of intent / Fax of Intent which will be formalized by a Contract to be signed by both Owner and Bidder. All contractual obligations including delivery shall commence from the date of Letter of intent / Fax of Intent.
- 15.2 Owner reserves the right to award one or more separate contracts in line with the terms & conditions specified in the accompanying technical specifications.

16.0 IMPORT OF EQUIPMENT REQUIRED FOR ERECTION, TESTING AND COMMISSIONING

Indian Customs Act, 1962 permits Import of erection equipment required by foreign contractor to perform his work in India under the Contract. The bidders may study these provisions and submit their quotation taking into account such facilities provided by the Government.

17.0 CONTRACT PERFORMANCE GUARANTEE

- 17.1 As a Contract Security, the successful Bidder, to whom the work is awarded, shall be required to furnish a Performance Bank Guarantee in the Proforma attached herewith in favor of the Owner within 21 days from the date of Letter / Fax of Intent. Failure to submit the Performance Bank Guarantee within the above time shall be treated as breach of contract and shall entitle the Owner to place the order on others at the risk and cost of successful bidder, in addition to forfeiture of Earnest money deposit. The guarantee amount shall be equal to 10% (Ten percent) of the total Contract Price and it shall guarantee the faithful performance of the contract in accordance with the terms & conditions specified in the documents and specifications. The guarantee shall be valid for the entire period of the Contract, namely till the end of Guarantee period. The guarantee amount shall be payable without demur on demand to the Owner either in US Dollar in the case of foreign bidders and in Rupees in the case of Indian bidders without any condition whatsoever. In the case of joint bidding by foreign party along with Indian party, the Performance Bank Guarantee shall be submitted by the Party having unit responsibility from an Indian Nationalized Bank.
- 17.2 If the Bank Guarantee stated in Clause 17.1 above gets reduced / deducted for reasons of non-fulfillment of any contractual obligation before commencement of guarantee period, the Contractor shall immediately take action to increase the value of Bank Guarantee to 10% (ten percent) of the contract price, to cover his warranties as stated in 17.0.
- 17.3 The Performance Guarantee will be returned to the Contractor without any interest at the end of the warranty period subject to fulfillment of all contractual obligations by the Contractor.

18.0 MAINTENANCE TOOLS AND TACKLES

The bid shall include all special tools and tackles required for the operation and maintenance of the equipment in each equipment package. The Bidders shall indicate all the above items in the proposal sheets in the form of a schedule giving therein the description and the quantity of each item.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

The lump sum price to be quoted by the Bidder shall include the price for these tools and tackles.

19.0 DEVIATION TO BID DOCUMENT

The bidders are requested to carefully study all the contract documents like invitation to bid, instructions to bidders, general terms & conditions of the contract and all other documents and they shall prepare a deviation statement, if any, clearly indicating the deviations sought for by the bidder.

Any deviation not mentioned in the statement and mentioned anywhere else in the bid will not be considered and if such items are not clearly explained in the deviation statement, it will mean that the contractor has agreed to all other terms & conditions mentioned in the above bid documents.

- 20.0** The Bidders are requested to submit a list of buyers to whom the same or similar types of equipment have been supplied by them and which are under operation. The detailed addresses of such Buyer's office / works including Tele phone, Fax Nos. & Contact Persons and Order Reference are to be mentioned.

C O N T E N T S

GENERAL CONDITIONS OF CONTRACT (GCC)

Sl. No.

1. SCOPE OF CONTRACT
2. CONTRACT DOCUMENTS
3. DEFINITION OF TERMS
4. CONTRACTOR TO INFORM HIMSELF FULLY
5. CONTRACT AGREEMENT AND PERFORMANCE GUARANTEE
6. MANNER OF EXECUTION OF CONTRACT
7. EFFECT AND JURISDICTION OF CONTRACT
8. ASSIGNMENTS AND SUB-LETTING OF CONTRACT
9. PATENT RIGHTS AND ROYALTIES
10. TIME – THE ESSENCE OF CONTRACT
11. PERT NETWORK
12. CONTRACT PRICE
13. DEDUCTIONS FROM CONTRACT PRICE
14. PACKING, FORWARDING AND SHIPMENT
- 14.1 FOREIGN CONTRACTORS
- 14.2 INDIAN CONTRACTORS
15. DEMURRAGE, WHARFAGE, etc.
16. INSURANCE
17. LIABILITY FOR ACCIDENTS AND DAMAGES
18. LIQUIDATED DAMAGES FOR DELAY IN COMPLETION
19. CONTRACTOR'S DEFAULT
20. OUT – BREAK OF WAR
21. FORCE MAJEURE
22. TERMINATION OF CONTRACT ON OWNER'S INITIATIVE
23. NO WAIVER OF RIGHTS
24. CERTIFICATE NOT TO AFFECT RIGHT OF OWNER
AND LIABILITY OF CONTRACTOR
25. SETTLEMENT OF DISPUTE
26. ARBITRATION
27. GRAFTS AND COMMISSIONS etc.
28. LANGUAGE AND MEASURES
29. TRANSFER OF RISK / TITLE
30. RELEASE OF INFORMATION
31. CONSTRUCTION OF THE CONTRACT
32. COMPLETION OF CONTRACT
33. ENFORCEMENT OF TERMS
34. OWNER'S / CONSULTANT'S DECISION
35. CO-OPERATION WITH OTHER CONTRACTORS
AND CONSULTING ENGINEERS

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

Sl. No.

- 36. TRAINING OF OWNER'S PERSONNEL
- 37. SUSPENSION OF WORK
- 38. POWER OF VARY OR OMIT WORK
- 39. GUARANTEE
- 40. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS
- 41. DEFENCE OF SUITS
- 42. LIMITATIONS OF LIABILITIES
- 43. FOREIGN FIELD PERSONNEL
- 44. TAXES, PERMITS & LICENCES
- 45. PROGRESS REPORTS AND PHOTOGRAPHS
- 46. SPARES
- 47. PAYMENTS
- 47.7 TERMS OF PAYMENT
- 48.0 COMPLETENESS OF CONTRACT

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

1.0 SCOPE OF CONTRACT

- 1.1 The scope of the Contract shall be the design, engineering, manufacture, supply and erection including testing, commissioning and PG tests of the equipments, in accordance with the specifications and documents, at Smelter Plant, Angul, Odisha.
- 1.2 The General Terms & Conditions shall form a part of the specifications and documents.

2.0 CONTRACT DOCUMENTS

- 2.1 The term 'Contract documents' shall mean and include the following which shall be deemed to form an integral part of the Contract:
- (a) Invitation to Bid, Instructions to Bidders, General Terms and Conditions of Contract and all other documents included therein.
 - (b) Contractor's bid proposal including the letters of clarifications thereto between the Contractor and the Consultant, representing Owner, prior to the Award of Contract.
 - (c) All the materials, literature, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Consultant/ Owner.
 - (d) The 'CONTRACT AGREEMENT' between the Contractor and the Owner for the execution of the works.
 - (e) Specification of the equipments to be furnished and erected under the Contract as brought out in the accompanying technical specifications.
 - (f) Any agreed variations to the conditions of the documents and specifications and special terms and conditions of Contract, if any.

3.0 DEFINITION OF TERMS

- 3.1 'Owner' shall mean the National Aluminium Company Limited, Bhubaneswar, India (A Government of India Enterprise) and shall include their legal representatives, successors and permitted assigns.
- 3.2 'Contractor' or 'Manufacturer' shall mean the Bidder whose bid will be accepted by the Owner for the award of the works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 3.3 Sub-Contractor' shall mean the person named in the Contract for any part of the works or any person to whom any part of the Contract has been sub-let by the Contractor with the consent in writing of the Owner and will include the legal representatives, successors and permitted assigns of such person.
- 3.4 Consulting Engineer/ Consultant' shall mean any person or Agency appointed by Owner and intimated to the Contractor and shall include their legal representatives, successors and permitted assigns who will be construed to be acting in all circumstances for and on behalf of the Owner.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

- 3.5 The terms 'Equipment', 'Stores' shall mean and include plant, stores and materials to be provided by the Contractor under the Contract.
- 3.6 'Works' shall mean and include the supply of equipment, labor and services, as per the technical specifications and complete erection, testing and commissioning of the equipments including activities covered under the clause 2.0 SCOPE OF PROPOSAL of Instructions to Bidders.
- 3.7 'Specification' shall mean the technical specifications forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 3.8 'Site' shall mean and include the land and other places on, into or through which the additions to Aluminium Complex and the related facilities including the residential colony are to be constructed and any adjacent land, path, street or reservoir which may be allocated or used by the Consultant/ Owner or Contractor in the performance of the contract.
- 3.9 Manufacturer's Works or 'Contractor's Works' shall mean the place of work used by the Manufacturer, the Contractor, their Collaborators or Sub-Contractors for the performance of Works.
- 3.10 "Inspector" shall mean the Consultant/ Owner or any person nominated by the Consultant/ Owner from time to time, to inspect the equipments, stores or work under the Contract and/or the duly authorized representative of the Consultant/ Owner.
- 3.11 'Notice of Award of Contract' / Fax of Intent/ Letter of Intent' shall mean the official notice issued by the Owner notifying the Contractor that his proposal has been accepted and that the Contractor is required to sign the Contract Agreement.
- 3.12 'Effective Date of Contract' shall mean the date on which Notice of Award of Contract/ Letter of Intent is issued to the successful Bidder.
- 3.13 'Month' shall ordinarily mean the calendar month, unless the context is obviously otherwise. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- 3.14 'Writing' shall include any manuscript, typewritten or printed statement, under or over signature and / or seal as the case may be.
- 3.15 When the words 'Approved', 'subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined By', 'Accepted', 'Permitted' or words and phrases of like import are used, the approval, judgment, direction etc., is understood to be a function of the Consultant / Owner.
- 3.16 'Tests on Completion' shall mean such tests as prescribed in the Contract to be performed by the Contractor before the works are taken over by the Owner.
- 3.17 'Start-up' shall mean the time period required to bring the equipments covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start -up period shall include preliminary inspection and check-out of equipment and supporting sub-systems initial operation of the complete equipments covered under the Contract to obtain necessary pre-trial

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

operation data, perform calibration and corrective action, shut down inspection and adjustment prior to the trial operation period.

- 3.18 'Initial Operation' shall mean the first integral operation of the complete equipment covered under the Contract with sub-system and supporting equipment in service or available for service.
- 3.19 'Trial Operation', 'Reliability Test', 'Trial Run', 'Completion Test' shall mean the extending period of time after the start-up period. During the trial operation period the unit shall be operated over the full load range. The length of Trial Operation shall be as specified else where in the Contract.
- 3.20 'Performance and Guarantee Tests' shall mean all operational checks and test required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 3.21 'Commercial Operation' shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by the Owner to be available for continuous operation at different loads up to and including rated capacity.
- 3.22 The terms 'Final Acceptance' shall mean the Owner's written acceptance of the works performed under the Contract, after successful completion of Performance and Guarantee Tests.
- 3.23 'Warranty Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 3.24 'Drawings', 'Plans' shall mean all
- (a) Drawings furnished by the Consultant / Owner as a basis for proposals.
 - (b) Supplementary drawings furnished by the Consultant / Owner to clarify and to define in greater detail the intent of the Contract.
 - (c) Drawings submitted by the Contractor with his proposal provided such drawings are acceptable to the Consultant / Owner.
 - (d) Drawings furnished by the Consultant / Owner to the Contractor during the progress of the work, and
 - (e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the consultant / Owner.
- 3.25 'Codes' shall mean the following, including the latest amendments, and / or replacements, if any, as applicable:
- (a) Indian Boiler Act, 1923 and Rules and Regulations made there under.
 - (b) Indian Electricity Act, 1905 and Rules and Regulations made there under.
 - (c) Indian Factory Act, 1948 and Rules and Regulations made there under.
 - (d) Indian Explosive Act, 1884 and Rules and Regulations made there under.
 - (e) Indian Petroleum Act, 1934 and Rules and Regulations made there under.
 - (f) A.S.M.E. Test Codes
 - (g) A.I.E.E. Test Codes
 - (h) American Society of Materials Testing Codes
 - (i) Standards of the Indian Standards Institution

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

- (j) Other internationally approved standards and / or Rules and Regulations touching the subject matter of the contract.

3.26 Words importing the singular only shall also include the plural and vice versa where the context so requires.

3.27 Words importing 'Person' shall include firms, companies, corporations and associations or body of individuals, whether incorporated or not.

4.0 CONTRACTOR TO INFORM HIMSELF FULLY

The contractor shall be deemed to have carefully examined all Contract Documents to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall, before signing the contract, set forth the particulars thereof, and submit them to the Consultant / Owner in writing in sextuplicate in order that such doubt may be removed. The Consultant / Owner will provide such clarifications as may be deemed necessary, in writing to the Contractor which will be treated as final & binding on the Contractor. Any information otherwise obtained from the Consultant / Owner shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the contract.

5.0 CONTRACT AGREEMENT AND PERFORMANCE GUARANTEE

The Contract Agreement shall be signed between the parties within 45 days from the date of Letter / Fax of Intent. The expenses for the preparation and stamping the contract agreements shall be to the account of the contractor. The Performance Guarantee shall be as per the terms prescribed in the Clause 17.0 of the Instructions to Bidders.

6.0 MANNER OF EXECUTION OF CONTRACT

6.1 The Owner, after the issue of the Letter of Intent / brief order/Purchase order to the Contractor, will send one copy of the final agreement to the Contractor for his scrutiny and approval. The Contractor shall thereafter arrange to prepare the Contract Agreement, appropriately stamped and shall furnish to Owner Original with copies of the same. For this purpose the Contractor shall prepare a detailed deviation statement to tender documents and submit the same within 30 days of LOI / brief order/Purchase order. The Owner shall scrutinize the deviation statement immediately and finalize the contract document for execution.

6.2 The agreement, unless otherwise agreed to, shall be signed at the office on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, appropriate power of attorney and other requisite materials.

7.0 EFFECT AND JURISDICTION OF CONTRACT

7.1 The Contract shall be considered as having come into force from the date of the acceptance of Award of Contract / Letter of Intent.

7.2 The laws applicable to this Contract shall be the laws in force in India. The Courts of Bhubaneswar shall have exclusive jurisdiction in all matters arising under this Contract.

8.0 ASSIGNMENTS AND SUB-LETTING OF CONTRACT

The Contractor may after informing the Consultant and getting his written approval, assign or sub-let the contract or any part thereof other than for raw-materials, for minor details or for any part of the plant for which the makers are named in the Contract, provided that any such assignment shall not relieve the Contractor from any obligation, duty or responsibility under the Contract. Any assignment as above, without the prior written approval of the Consultant shall be void.

9.0 PATENT RIGHTS AND ROYALTIES

Royalties and fees for patents covering materials, articles, apparatus, devices, equipments or processes used in the Works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner and Consultant, indemnified in that regard. The Contractor shall, at his own cost and expenses, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the works, and, in case of an award of damages, the Contractor shall pay for such an award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expenses of the Contractor who shall also satisfy / comply any decree, order or award made against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished, and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment or any part thereof furnished by the Contractor is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall, at his option, and at his own expense, either procure for the Owner the right to continue use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

10.0 TIME - THE ESSENCE OF CONTRACT

- 10.1 The time and the date of completion of Works as stipulated in the Contractor's proposal and accepted by the Owner shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to. The time for completion shall be reckoned from the date of acceptance of the Letter of Intent by the Contractor.

11.0 PERT NETWORK

The Contractor shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the Works such as design, procurement, manufacturing, shipment and field erection activities within 15 (fifteen) days after the date of Notice of Award of Contract. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. Contractor shall discuss the network so submitted with the Consultant / Owner and the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions shall form part of the Contract, to be signed within 30 (thirty) days from the date of Notice of Award of Contract. During the performance of the Contract, if in the opinion of the

Consultant / Owner proper progress is not maintained suitable changes shall be made in the Contractor's operations to ensure proper progress.

The above PERT network shall be reviewed and periodic review reports shall be submitted by the Contractor as directed by the Consultant / owner.

12.0 CONTRACT PRICE

The lump sum prices quoted by the Contractor in his bid with additions and deletions as may be agreed before signing of the Contract, for the entire scopes of the work viz. Supply and erection of equipments covered under the specification and documents shall be treated as the Contract Price.

12.1 ADJUSTMENT OF PRICES FOR WEIGHTS

The total net binding weight of the Equipments is covered under the specification and documents. Should the total net weight of such actual supplies fall below 95% of the above weight, a deduction at the average price per tonne of Equipment shall be made for the difference between the binding weight and the net weight supplied. No adjustment shall be made if the total net weight of the actual supply exceeds the binding weight.

13.0 DEDUCTIONS FROM CONTRACT PRICE

All costs, damages or expenses, which the Owner may have paid for which under the Contract, the Contractor is liable / will be liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may then deduct the amount from any money due or becoming due by him to the Contractor under the Contract or may be recovered by actions of law or otherwise, including encashment of performance bank guarantee if the Contractor fails to satisfy the Owner of such claims.

14.0 PACKING, FORWARDING AND SHIPMENT

14.1 Foreign Contractors

14.1.1 The Contractor wherever applicable shall after proper painting, pack and crate all equipments for sea shipment in a manner suitable for export to a tropical, humid climate region in accordance with the internationally accepted export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail and / or sea and during storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

14.1.2 The Contractor shall notify the Consultant / Owner of the date of each shipment from the port of embarkation as well as the expected date of arrival of such shipment at the designated port of arrival only for enabling the Owner to be prepared for any of his (Owner's) own Customs clearance formalities at the port of dis-embarkation.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

- 14.1.3 The Contractor shall give complete shipping information concerning the weight, size, content of each package including any other information the Consultant / Owner may require.

14.1.4 Foreign Invoice

The following documents shall be air -mailed to the Owner within seven days from the date of shipment to enable the Owner to make progressive payments to the Contractor.

- Bill of Lading (2 non-negotiable copies)
- Invoice (2 copies)
- Test Certificate (2 copies) & Inspection Release Note
- Invoice for Ocean Freight (2 copies)

Also 2 sets of the above documents shall simultaneously be air mailed by the Contractor to the Consultants, if any.

14.2 Indian Contractors

- 14.2.1 Indian Contractors wherever applicable shall after proper painting, pack and crate all equipments in such a manner as to protect them from deterioration and damage during rail and road transportation and to the site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

- 14.2.2 The Contractor shall notify the Consultant / Owner of the date of each shipment from his works and expected date of arrival at the Site for the information of the Consultant / Owner.

- 14.2.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Consultant / Owner may require.

14.2.4 Domestic Invoice:

The following documents shall be sent by registered post to the Owner within 3 days from the date of shipment, to enable the Owner to make progressive payments to the Contractor:

- Invoice (2 copies)
- Test Certificate (4 copies) & Inspection Release Note
- Railway Receipt / Lorry Receipt (2 copies)

Also 2 sets of the above documents shall simultaneously be airmailed by the Contractor to the Consultant.

- 14.3 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to Site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his work till the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipments.

15.0 DEMURRAGE, WHARFAGE, ETC.

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason including delayed receipt of shipping documents, or mistake in the preparation of shipping documents etc. shall be to the account of the Contractor. However, in case of foreign Contractors the Consultant / Owner may offer assistance to the extent possible to the Contractor for getting the necessary documentary import clearance formalities completed at the port of discharge.

16.0 INSURANCE

16.1 The owner will arrange for INSURANCE of equipment and material, included under the scope of contract, to cover

- (a) Risks in transit by ship/ air between Contractor's port of shipment / air port and Indian Port of entry.
- (b) Risks in transit by rail/ road during inland transportation up to the Project Site.
- (c) Risks during storage and erection at the Project Site till the plant is fully commissioned under an open general policy. The Owner shall intimate the name of Insurance Company and other details in due course.

16.2 The Contractor shall furnish dispatch particulars of each consignment including its value immediately to the Insurance Company. If for any delay in intimating of dispatch particulars to the insurance on the part of the Contractor the claims for damages are rejected, the Contractor shall be fully responsible for replacement of the damaged equipment.

16.3 The risks that are to be covered under the insurance shall include but not be limited to the loss of damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war, risk, etc. The scope of such insurance shall cover the entire value of the Works from time to time.

16.4 In respect of equipment damaged in transit or during erection and commissioning, the Contractor shall replace them expeditiously and the replacement cost payable by the Owner shall be limited to the invoice cost of damaged equipment. In case of consignment received at the Project Site in outwardly sound condition of package but found shortage/ damage on being opened the liability for free replacement will be accepted by the Contractor.

17.0 LIABILITY FOR ACCIDENTS AND DAMAGES

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the plant is taken over in accordance with Contract Conditions.

18.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

If the Contractor fails in the due performance of the contract to supply / erection / testing / commissioning the equipment within the time fixed in the contract or any extension thereof, he shall be liable at the discretion of the Engineer to the liquidated damages and not by way of penalty amounting to ½% (one half of one percent) of

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

the contract price per week. The contractor's liability for delay shall not in any case exceed 10% (ten percent) of the total contract price.

If the Contractor shall fail to supply the equipment or any part thereof within a reasonable period after the expiry of the appointed time or extended time as may be provided for in the contract, the provision in clause No. 19 "Negligence" shall become operative, in addition to the liability of liquidated damages as above.

19.0 CONTRACTOR'S DEFAULT

If the Contractor neglects to execute the work with due diligence and expedition or refuses or neglect to comply with any reasonable orders given to him in writing by the Engineer-in-connection with the work, or contravene the provisions of the contract, the Purchaser may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with such notice within a period considered reasonable by the Purchaser from the date of service thereof, in the case of failure, neglect or contravention capable of being made good within that time or otherwise within such time as may in the opinion of the Purchaser be reasonably necessary for making it good, then and in such case the Purchaser shall have the option and be at liberty to take the work wholly or in part, out of the Contractor's hand and may carry on the work envisaged in the contract at a price with any other person or persons to execute the same or any part thereof and provide any other materials, tools, tackle or labor for the purpose of completing the works or part thereof. In such event the Purchaser shall without being responsible to the Contractor for fair wear and tear of the same be entitled to seize and take possession and have free use of all materials, tools, tackle or other things which may be on the Site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same and the Purchaser shall be entitled to retain and apply balance sum which may otherwise be then due on the contract by him to the Contractor or such part thereof as may be necessary, to the payment of the cost of execution of such work as aforesaid. If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor and the Contractor fails to make good the deficit, the said materials, tools, tackle, construction plant or other things, the property of the Contractor as may not have been used up in the completion of the works, may be sold by the Purchaser and the proceeds applied towards the payments of such difference and the cost of and incidental to such sale. Any outstanding balance existing after crediting the proceeds of such sale shall be paid by the Contractor on the certificate of the Engineer, but when all expenses cost and charges incurred in the completion of the work are paid by the Contractor all such things not used up in the completion of the works and remaining unsold shall be removed by the Contractor. If the proceeds of the above sale of Contractor's materials, tools, tackle, construction plant etc. are insufficient to cover the executing the aforesaid work, the balance remaining after crediting the proceeds of such sale shall be recoverable from the Contractor by encashing the Bank Guarantee available / any other money payable by Purchaser or by action of law.

Notwithstanding anything contained above, the Purchaser may determine the contract due to any breach of failure of the contract without notice before determining the contract as above, if in the opinion of the Purchaser, the default or defaults committed by the Contractor is / are curable and can be cured by the Contractor if an opportunity is given to him, then the Owner may issue a notice in writing calling upon the Contractor to cure the default within such time as may be as specified in the notice.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

In the event of termination, the Security Deposit will be forfeited without reference to the contractor and if no amount is available towards Security Deposit and identical amount is recoverable from the Contractor.

20.0 OUT - BREAK OF WAR

20.1 If during the currency of the contract there shall be an out-break of war whether declared or not, in that part of the world which whether financially or otherwise materially affect the execution of the Works, the Contractor shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavor to complete the execution of the Works provided always that the Owner shall be entitled, at any time after such out-break of war, to terminate the Contract by giving notice in writing to the Contractor and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled Settlement of Dispute and Arbitration hereof, be terminated but without prejudice to the rights of either party in respect of any antecedent breach thereof.

20.2 If the Contract shall be terminated under the provisions of the above clause, the Contractor shall with all reasonable diligence remove from the Site all the Contractor's equipments and shall give similar facilities to his Sub-Contractors to do so.

20.3 Payment if the Contract is terminated

If the contract shall be terminated as aforesaid, the Contractor shall be paid by the Owner (in so far as much amounts of items shall not have already been covered by payments on account made to the Contractor) for all work executed and accepted by the Owner prior to the date of termination at the rate and prices provided in the Contract and in addition to the following:

- (a) The amount payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and an appropriate portion as certified by the Owner of any such items of the work or service comprised in which has been partially carried out or performed.
- (b) Any other expenses which the Contractor has expended for performing the works under the Contract subject to being duly certified by the Owner based on documentary evidence for having incurred such expenses.

20.4 In the event of any dispute in regard to the price of the works and portion of the payment to be made to Contractor, the matter will be referred to Arbitration as per the Clause 27. The decision of the Arbitrator(s) shall be final & binding on both the parties.

20.5 The Contractor will be further required to transfer the title and provide the Owner with the following in the manner and as directed by the Owner:

- (a) Any completed works.
- (b) Such partially completed work including drawings, information and Contract rights as the Contractor has specially performed, produced or acquired for the performance of the Contract.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

21.0 FORCE MAJEURE

- 21.1 Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the Public enemy, expropriation or confiscation of facilities by Government authorities, compliance with any other or request of any Government authorities, act of war, rebellion, sabotage, fire, flood, explosions, riots or illegal strikes provided always that such occurrences result in impossibility of performance of the contract.
- 21.2 Only events of Force Majeure, which impedes the execution of the Contract at the time of its occurrence, shall be taken into cognizance.

22.0 TERMINATION OF CONTRACT ON OWNER'S INITIATIVE

- 22.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled Contractor's Default. The Owner shall in such an event give 15 (fifteen) days notice in writing to the Contractor of his intention to do so.
- 22.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and upon terms satisfactory to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated, and assist the Owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.
- 22.3 In the event of such a termination, the Contractor shall be paid compensation equitable and reasonable dictated by the circumstances prevalent at the time of termination.

23.0 NO WAIVER OF RIGHTS

Neither the inspection by the Owner or the Consultant or any of their officials, employees, or agents nor any order by the Owner or the Consultant for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Consultant, nor any extension of time, nor any possession taken by the Consultant shall operate as a waiver of any provision of the Contract or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

24.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER AND LIABILITY OF CONTRACTOR

No interim payment certificate of the Owner, nor any sum paid on account, by the Owner, nor any extension of time for execution of the works granted by the Consultant / Owner shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligations for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment supplied and no certificate shall create liability in the Owner to pay for alterations, amendments, variations or additional Works not ordered. In writing, by the Consultant / Owner or discharge the liability of the Contractor for the payment of

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account of otherwise affect or prejudice the rights of the Contractor against the Owner.

25.0 SETTLEMENT OF DISPUTE

- 25.1 Except as otherwise specially provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by the Owner subject to a written appeal by the Contractor to the Owner, whose decision shall be final to the parties hereto.
- 25.2 Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
- 25.3 If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as provided in clauses 26 below.

26.0 ARBITRATION

- 26.1 All disputes or differences arising under the contract whether during or after completion of the contract or whether before or after determination, for 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 CMD NALCO who shall be Appointing Authority will send within thirty days of receipt of the notice to the contractor a panel of three names of persons.

The Contractor shall on receipt of the names as referred select 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 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 to / unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever sole arbitrator shall be appointed as aforesaid. The work under the contract shall not be stopped 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 shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award / awards.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

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 cost 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 and 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 and Conciliation Act, 1996 (Amendment Act, 2015) 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 circular of BPE No. 15.9.86 BPE (FIN), dated 30.3.89 as amended from time to time will be applicable for resolving any disputes.

27.0 GRAFTS AND COMMISSIONS etc.

Any graft, commissions gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amounts so payable from any money otherwise due to the Contractor under the Contract.

28.0 LANGUAGE AND MEASURES

All documents pertaining to the Contract including specifications, schedule, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric System of measurement shall be used in the Contract.

29.0 TRANSFER OF RISK / TITLE

- 29.1 The passage of risk / Ownership from the CONTRACTOR and the Sub-Contractor as the case may be, to the PURCHASER, shall be governed by the following:
- 29.2 The title to all imported Materials, Delivered by the CONTRACTOR in terms of this Agreement, shall pass on to the PURCHASER at the time the said Materials have passed the rail of the carrying Vessel at the Port of Shipment.
- 29.3 In respect of Imported Materials directly dispatched to Sub-Contractor's works for further processing, notwithstanding the fact that the title for such Materials shall have passed to the PURCHASER at the time the said Materials have passed the rail of the

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

carrying Vessel at the port of shipment. The CONTRACTOR shall remain responsible for such Materials, till the time of their arrival at the Site.

- 29.4 The title to all Indian materials, delivered by the CONTRACTOR, in terms of this Agreement, shall pass to the PURCHASER on its being handed over to the nominated transporter.

30.0 RELEASE OF INFORMATION

The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photograph or other reproduction of the works under this Contract or descriptions of the Site, dimensions, quantity, quality or other information, concerning the Works unless prior written permission has been obtained from the Owner.

31.0 CONSTRUCTION OF THE CONTRACT

- 31.1 Notwithstanding anything contained elsewhere, this Contract shall be read and construed as a Divisible Contract.

In case of a joint bid submitted under joint participation between the Foreign and Indian Bidders, three separate contracts will be awarded: One between Owner and the Foreign Contractor covering foreign portion and Second between Owner and the Indian Contractor covering Indian rupee portion. One between all the three parties.

- 31.2 The Contract shall in all respects be construed and governed according to Indian Laws.

32.0 COMPLETION OF CONTRACT

Unless otherwise terminated under the provision of any of the relevant clause, this Contract shall be deemed to have been completed at the expiration of the Guarantee Period as provided for under the clause entitled 'Guarantee'.

33.0 ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provision, rights options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

34.0 OWNER's / CONSULTANT's DECISION

- 34.1 In respect of all matters which are left to the decision of the Consultant / Owner including the granting or withholding of the certificates, thereon Consultant / Owner shall, if required to do so by the Contractor, give in writing a decision thereon.
- 34.2 If in the opinion of the Contractor, a decision made by the Consultant / Owner is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Consultant / Owner within 15 (fifteen) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

will be considered as acceptance of the Consultant's / Owner's decision and the decision shall become final and binding.

- 34.3 The Consultant's / Owner's decision and the filing of the written objection thereto shall be a condition precedent to the right to request for Arbitration. It is the intent of the agreement that there shall be no delay in the execution of the works and the decision of the Consultant / Owner as rendered shall be promptly observed.

35.0 CO-OPERATION WITH OTHER CONTRACTORS AND CONSULTING ENGINEER

The Contractor shall agree to co-operate with the Owner's, other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts.

The Consultant shall be provided with four copies of all correspondence addressed by the Contractor to other Sub-Contractors and Consulting Engineers in respect of such exchange of Technical Information.

36.0 TRAINING OF OWNER'S PERSONNEL

- 36.1 The Contractor shall undertake to train, free of cost, engineering personnel selected and sent by the Owner at the Works of the Contractor unless otherwise specified in the Technical Specifications. The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Owner. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and / or in their collaborator's works and where possible, in any other plant where equipment manufactured by the Contractor or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the Contractor.
- 36.2 All traveling and living expenses for the engineering personnel to be trained during the total period of training will be borne by the Owner. These engineering personnel while undergoing training shall be responsible to the Contractor for discipline.
- 36.3 In the event of the Owner, for any reason, failing to avail of the training facilities, he shall not be entitled for any rebate whatsoever on this account.

37.0 SUSPENSION OF WORK

- 37.1 The Consultant / Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or re-instatement of the works will be issued by the Consultant to the Contractor in writing. The time for completion of the Works will be extended for period equal to duration of the suspension.
- 37.2 Any necessary and demonstrable costs incurred by the Contractor as a result of such suspension of the Works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Owner. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub- Contractor.

38.0 POWER TO VARY OR OMIT WORK

- 38.1 No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'Variation' under the Contract as detailed in the Contract Documents), shall be made by the Contractor except as directed in writing by the Consultant / Owner, but the Consultant / Owner shall have full power, subject to the provision hereinafter contained from time to time during the execution of the Contract, by notice in writing, to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such Variations occurred in the Contract Documents. If any suggested Variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract he shall notify the Consultant / Owner thereof in writing and the Consultant / Owner shall decide forthwith whether or not, the same shall be carried out and if the Consultant / Owners confirms his instructions, Contractors, obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.
- 38.2 In the event of the Consultant / Owner requiring any Variation, such reasonable and proper notice shall be given to the Contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 38.3 In any case in which the Contractor has received instructions from the Consultant / Owner as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than 30 (thirty) days, after receipt of the instructions, advise the Consultant / Owner to that effect. But the Owner shall not become liable for the payment of any charges in respect of any such Variations, unless the instructions for the performance of the same are confirmed in writing, by the Consultant / Owner.
- 38.4 If any Variation in the Works, results in reduction of Contract price, the parties shall agree in writing, as to the extent of any change in the price, before the Contractor proceeds with the change.
- 38.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Consultant / Owner shall prevail.

39.0 GUARANTEE

- 39.1 The Contractor shall warrant that the equipments will be new and in accordance with the Contract Documents and be free from defects in material and workmanship for a period of 12 (twelve) calendar months commencing immediately upon the satisfactory completion of the performance guarantee tests or 24 (twenty four) months from the date of completion of erection whichever expires earlier. The Contractor's liability shall be limited to the replacement of any defective parts in the equipments of his own manufacture or those of his sub- Contractor, under normal use and arising solely from faulty design, materials and / or workmanship provided always that such defective parts are repairable at the Site and are not in the mean time essential in the commercial use of the plant. Such replaced defective parts shall be returned to the

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Consultant / Owner, when the plant is under the supervision of the Contractor's supervisory engineers.

39.2 In the event of an emergency where, in the judgment of the Consultant / Owner, delay would cause serious loss or damage, repairs or adjustments may be made by the Consultant / Owner or a third party chosen by the Consultant / Owner without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Consultant / Owner, the Contractor will be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not relieve the Contractor's liability under the terms and conditions of the contract.

39.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the plant under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed until the expiration of 12 (twelve) months from the date of such replacement or renewal. If any defects be not remedied within a reasonable time, the Consultant / owner may proceed to do the work at the Contractor's risk and costs, but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.

The repaired or new parts will be supplied and erected free of cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the cost of such repair. In case of Imported Items Contractor shall be responsible for all cost up to erection including import duty, clearing, forwarding, transport expenses etc.

39.4 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective work carried out by the Contractor, the same shall be borne by the Contractor.

39.5 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligation under this clause.

39.6 In the case of those defective parts which are not repaired at Site but are essential for the commercial operation of the equipment, the Contractor and the Consultant / Owner shall mutually agree to a program of replacement or renewal which will minimize interruption to the maximum extent, in the operation of the equipment.

39.7 At the end of the Guarantee Period, the Contractor's liability ceases except for latent defects in respect of goods supplied by Sub- Contractors to the Contractor where a longer guarantee (more than 12 months) is provided by such Sub-Contractors, the Owner shall be entitled to the benefit of such longer guarantees.

40.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

40.1 If during the progress of the Works the Consultant / Owner shall decide and inform in writing to the Contractor, that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished the plant inferior than the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good proceed to alter, re-construct or remove such work and furnish fresh equipments up to the standards of the specifications. In case the Contractor fails to do so, the Consultant / Owner

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

may on giving the Contractor 7 (seven) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor, perform all such work or furnish all such equipments provided that nothing in the clause, shall be deemed to deprive the Owner of or affect any rights under the Contract which the Owner may otherwise have in respect of such defects and deficiencies.

- 40.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the Owner of the extra cost, of such replacements procured including erections as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract Price portion for such defective plants and repayments of any sum paid by the Owner to the Contractor in respect of such defective plant. Should the Owner not so replace the defective plant the Contractor's extreme liability under this clause shall be limited to the repayment of all sums paid by the Owner under the Contract for such defective plant.

41.0 DEFENCE OF SUITS

If any action in court is brought against the Owner or Consultant or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub- Contractors, workmen, suppliers or employees, the Contractor shall in such cases indemnify and keep the Owner, and the Consultant and / or his representative harmless from all losses, damages, expenses or decrees arising out of such action.

42.0 LIMITATIONS OF LIABILITIES

The final payment by the Owner in pursuance of this Contract terms shall not mean release of the Contractor from all his liabilities under the Contract. The Contractor will be liable and committed under this contract to fulfill all his liabilities and responsibilities, till such time Performance Bank Guarantee is released by the Owner.

43.0 FOREIGN FIELD PERSONNEL

The Contractor shall submit to the Consultant / Owner a complete list of foreign field personnel (including necessary data as may be required by Consultant / Owner) required for the performance of the works in India. He shall also intimate the program of their visit to India and departure from India during the pendency of the Contract. The Owner will have the right to review the list of such personnel and ask for increase in the strength or re-schedule the visits of such personnel if in the opinion of the Engineer, the list of personnel mentioned is not sufficient for effective performance of the Contract.

44.0 TAXES, PERMITS & LICENCES

The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal effects only.

45.0 PROGRESS REPORTS AND PHOTOGRAPHS

During the various stages of the Works in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Consultant / Owner with such materials as charts, net-works, photographs, test certificates etc. Such progress reports shall be in the form and size as may be required by the Consultant and shall be submitted in at least 3 (three) copies.

46.0 SPARES

The Contractor shall guarantee the Owner that before going out of production of Spare Parts for the equipment furnished and erected he shall give at least 12 (twelve) months advance notice to the Owner so that the latter may order his requirement of Spares in one lot, if he so desires.

47.0 PAYMENT

47.1 The payment to the Contractor for the performance of the Works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all the Works and on fulfillment by the Contractor of all his liabilities under the Contract.

47.2 Currency of Payment:

The payments for the foreign currency portion of the Contract price will be made in the currency of the bid. If the bid is in a currency other than that of the country of origin of goods, payment may be made in an amount equivalent to the bid price in the currency of the country of origin. The Indian Rupee portion of Contract Price stated in the Contractor's bid will be paid in Indian Rupee.

47.3 Due Dates for Payment:

Owner will make progressive payment as and when the payment is due as per the terms of payment set forth in the Contract. Payment other than that under the Letter of Credit will become due and payable by the Owner within 30 (thirty) days from the date of receipt of Contractor's bill / invoice / debit note by the Owner, provided the documents submitted are complete in all respects.

47.4 Payment Schedule:

The Contractor shall prepare and submit to the Consultant / Owner for approval, a break-up of the Contract Price. This Contract Price break-up shall be inter-linked with the agreed detailed PERT network of the Contractor setting forth his starting and completion dates for the various key phases of Works. Any payment under the Contract shall be made only after the Contractor's price break-up is approved by the Consultant. The aggregate sum of the Contractor's price break-up shall be equal to the total Contract Price.

47.5 Application for Payments:

47.5.1 The Contractor shall submit to the Owner separate applications for payments in different currencies whenever payment is to be made in more than one currency.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

47.5.2 Each such application shall state the amount claimed and shall set forth in detail, in the order of the payment Schedule, particulars of the Works including the Works executed at Site and of the equipments shipped / brought on to the Site pursuant to the Contract up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.

47.5.3 Every interim payment certificate shall certify the Contract value of the Works executed up to the date mentioned in the application for the payment certificate.

47.6 Mode of Payment:

47.6.1 In the case of Foreign Vendors the Owner will establish an irrevocable Letter of Credit in favor of the Contractor through the Owner's Bank in India, valid for the completion period agreed to between the Contractor and the Owner. The payments, due on completion of various activities from CIF point (Indian Port of Entry) up to & including handing over the Plant / System to the Owner, shall be progressively paid direct to the Contractor by the Owner.

47.6.2 In the case of Indian Vendors, payment shall be made against submission of documents either directly to Owner or through Owner's Bankers.

47.7 Terms of Payment:

47.7.1 The terms of payment for the price-components of the equipment and its erection are detailed herein for each equipment package. A certain percentage of the equipment and erection costs, for each package shall be paid as initial advance on fulfillment of the following, by the Contractor.

- (i) For the price - component of equipment:
 - (a) Acceptance of Letter of Intent
 - (b) Submission of an unconditional Bank Guarantee covering the advance amount.
- (ii) For the erection price - components
 - (a) On establishing his office at Site preparatory to mobilization of his erection establishment, and
 - (b) Submission of an unconditional Bank Guarantee for an equivalent amount.

47.7.2 All further payments under the Contract shall be made as stipulated in the technical specifications and after signing the Contract.

47.7.3 Ocean Freight & Marine Insurance:

In case of foreign Bidders, the Ocean Freight and Marine Insurance charges shall be paid on production of invoices, evidence of shipment and other supporting documents for Marine Insurance and Ocean Freight Price Components. In case of marine insurance, however, the total of all payments shall not exceed the total amount quoted by the Contractor in his bid for marine insurance.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-III

48.0 COMPLETENESS OF CONTRACT

All equipment, mounting, fitting, accessories or apparatus which may not have been specifically mentioned, but which are usual or necessary in the equipment or for the efficient working of the plant shall be deemed to have been included in Contract and shall be provided by the Contractor without any extra charge. All plant and apparatus shall be complete in all details whether such details are mentioned in this Contract or not. The decision regarding the necessity or otherwise for any accessory for efficient operation of the plant shall be mutually arrived at by the Owner / Consultant and the Contractor. It shall be ensured that the equipment supplied in respect to each of equipment envisaged in Contract is complete and composite. In case of a joint bid which is ultimately split into two separate contracts, the completeness of the Contract shall imply that any one Contractor shall supply, after taking into account the supplies covered under the contract with the other Contractor, all the rest of the equipment and accessories required for satisfactory commissioning and efficient operation of the total system, whether specifically mentioned or not in the Contract.

ADDENDUM TO TENDER DOCUMENTS - COMMERCIAL (IMPORTS)

1.0 SCOPE

1.1 The subject enquiry is being issued to main bidder with all the contractual responsibilities for the execution of entire work resting on the main bidder. However, Owner intends to enter into two or three separate contracts (if placed) as follows to rationalize tax liability as per legal provision of country and as per GST act and also for operational convenience.

- (a) Basic design, detailed engineering, manufacture, testing, packing and forwarding, supply of imported equipments and materials including all necessary accessories, spares, consumables, etc. as per the scope of this NIT.
- (b) Supervision of Dismantling of existing equipment's as well as supervision of Construction, Erection of supplied equipments along with Testing, Pre-commissioning, Commissioning and PG test, Training, etc. at site as per the scope of this NIT

1.2 Notwithstanding the proposed divisibility of contracts, the overall responsibility of the scope of work/ supply covered under the above separate contracts including project management up to successful Commissioning, PG test and handing over of plant/ equipment/ system to the Owner shall be with the main bidder.

2.0 PLACE OF DELIVERY:

M/s. National Aluminium Company Limited
Smelter Plant
Angul, Odisha – 759145 (India)

3.0 PAYMENT TERMS : Following Payment Terms will be applicable:

3.1 Supply Portion (shall be separate for both the upgradation job):

- (i) 10% (ten percent) payment of basic supply value (FOB basis) shall be made against submission of Master Schedule, VDL, Project Quality Plan, Quality Control Program duly certified by the Engineer-In-Charge of NALCO and against submission of the following documents: -
 - (i) unqualified acceptance of purchase order and service purchase orders.
 - (ii) acceptable contract-cum-performance bank guarantee (CPBG) for 3% of total contract value (total contract value consisting of supply order value plus foreign services at site & supervision charges) as per NALCO's format and from any of NALCO's approved banks.
 - (iii) advance bank guarantee (ABG) for equivalent amount as per NALCO's format and from any of NALCO's approved banks which shall remain valid till dispatch of the equipments at the port of origin.
- (ii) 10% (ten percent) payment of basic supply value (FOB basis) shall be made by bank transfer against submission of invoices (price portion hidden) of major procurements (*to be clearly specified & acceptable to NALCO*) duly certified by the Engineer-In-Charge of NALCO and against submission of ABG for equivalent amount as per NALCO's format which shall remain valid till dispatch of the equipments at the port of origin.
- (iii) 60% (sixty percent) payment of basic supply value (FOB basis) along with 100% (hundred percent) ocean freight charges (*in case of CFR order basis*)

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-IV

shall be made through confirmed irrevocable letter of credit against presentation of shipping documents to bank (L/C confirmation charges to suppliers account).

- (iv) 10% (ten percent) payment of the total supply order value shall be made by bank transfer on prorata basis against submission of simple invoice at the end of mechanical erection and against completion certificate duly certified by Engineer-In-Charge of NALCO.
- (v) Balance 10% (ten percent) payment of the total supply order value shall be made by bank transfer on prorata basis against submission of simple invoice at the end of commissioning, PG test & final handing over of the complete system to the owner at site and against completion certificate duly certified by Engineer-In-Charge of NALCO.

3.2 Site Work (i.e., erection, testing, commissioning and PG tests, etc. including dismantling of existing unit) (shall be separate for both the upgradation job):

- (i) **Supervisor Activities:** Supervisor activities (in mandays with per diem rate) shall be done through time & materials (T&M) base which includes deputation of one full time supervisor for supervision services towards dismantling and disposition of the existing equipments/ materials as well as supervision of erection of two upgradation job separately as detailed at Annexure-I(A&B). Above activities shall include mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time & charges up to NALCO site & back (including air fare), site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday (i.e., 6 working days per week) including all statutory / contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of supervisory personnel, hotel accommodation, total local transport and all out of pocket expenses, etc. Travel time and mandatory preparation time shall be defined during kick off meeting.
- (ii) **Commissioning Activities:** Commissioning activities (in mandays with per diem rate) shall be done through time & materials (T&M) base which includes deputation of one full time commissioner for testing, pre-commissioning, commissioning, performance guarantee testing, final handing over of the complete system including site technical assistance after handing over and on-site training of NALCO's personnel. Above activities shall include mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time & charges up to NALCO site & back (including air fare), site preparation time and preparatory works, calendar days spent towards pre-commissioning & commissioning tasks at NALCO site in a shift of 8 hours on each working day between Monday to Saturday (i.e., 6 working days per week) including all statutory / contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of commissioning personnel, hotel accommodation, total local transport and all out of pocket expenses, etc. Travel time and mandatory preparation time shall be defined during kick off meeting.
- (iii) The charges for all site works with per diem rate shall include cost of preparation at the originating office, to & fro charges up to NALCO site & back (including air fare), calendar days spent at NALCO site for pre-commissioning

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-IV

and commissioning tasks, on-site training, technical assistance, all expenses related to the visit of supervisory & commissioning personnel, hotel accommodation, total local transport and all out of pocket expenses, etc.

- (iv) 100% (hundred percent) payment against site works / services (separate for both the upgradation job) shall be made against monthly running bills as per man-day rates. Charges for all site work (including supervision & commissioning charges) will be released by bank transfer on production of the invoices and site attendance sheet / time sheets duly certified by NALCO's site Engineer-in-Charge. The payment shall be made based on actual number of consumed man-days.

3.3 ADVANCE (if insisted):

Interest bearing recoverable Advance, if insisted, by the bidder and acceptable to NALCO, shall be payable up to 10% (ten percent) of the Contract Value (which shall be separate for both the upgradation job). Rate of interest on advance shall be MCLR of SBI as on April of each FY + 1% (at present MCLR of SBI as on April 2022 is 7.1% therefore rate of interest will be 8.10% for FY 2022-23). The supplier shall furnish bank guarantee for at least 110% of advance value valid till contractual delivery period/ Completion period plus three months and to be furnished in NALCO's prescribed format from any of NALCO's approved Banks. The Advance shall not be paid in less than two instalments except in special circumstances. Advance shall be recovered pro-rata from the payment to be released as per the payment terms.

3.4 NOTE:

- (i) Final Handing Over shall mean successful installation & commissioning including acceptance of PG Tests.
- (ii) All foreign currency payment to foreign vendor towards supply portion shall be released through CAD (cash against documents) basis against presentation of shipping documents or through Irrevocable Letter of Credit (LC), which shall be opened through NALCO authorized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by them.
- (iii) The Contract-cum-Performance Bank Guarantee (CPBG) for 3% (three percent) of Total Contract Value (i.e., including supply & site work) is to be furnished within 30 days of placement of order in NALCO's prescribed format from any of NALCO's approved Bank to facilitate opening of L/C. Any payments are subject to first submission of acceptable CPBG.
- (iv) As per recent amendment to Income Tax Act by Govt. of India, the contractor have to submit following documents for release of payment in foreign currency:
 - i. Tax Residency Certificate / IT PAN No., Valid e-mail id, and valid telephone No. and Fax No.
 - ii. Tax Residence Certificate issued by Tax Authority of his country from where his office/ establishment is located. The Tax Residence Certificate is to be issued in ENGLISH Language. If the same is issued in any other Language, the seller must translate it to English Language & submit for release of payment.

4.0 WARRANTY PERIOD

All system, equipments and components supplied under this order shall be guaranteed against all defects in design, raw materials, manufacturing, assembly,

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-IV

workmanship and performance, etc. by the bidder as per the provisions as mentioned in Annexure-I (A & B) of this NIT (i.e., technical specification & scope of work) for a period of 12 (twelve) months from the date of commissioning & handing over or 18 (eighteen) months from date of delivery at NALCO's stores, whichever is earlier for the supplied system covering hardware and software.

All other provisions of guarantee / warranty clause of both Tender Documents Commercial – Import shall remain unaltered along with Annexure-I (A & B) of this NIT.

5.0 CONTRACT PERFORMANCE GUARANTEE

5.1 Following is appended to clause No. 17.1 of Tender Documents Commercial (Imports)

Contractor will be required to submit Contract-cum-Performance Bank Guarantee (CPBG) for 3% (three percent) of contract value for the entire scope of work (Supply + Supervision + Site Work, etc.) within 30 days of placement of LOI/ brief order/ Purchase order valid up to warranty period with claim period of a minimum of 3 months. Considering the staggered completion and warranty period for the two upgradation projects (i.e., upgradation job of Potline-4 first and upgradation of Potline-2 & G9 afterwards), contractor may either submit a single CPBG for total contract value or two different CPBG covering each individual upgradation projects so as to have 3% of total contract value combined.

The CPBG shall be as per proforma enclosed with the Tender Documents. The Bank Guarantee should be furnished from any of NALCO approved Banks as per the list enclosed with the Tender Documents. Any payments shall be released only after receipt of acceptable CPBG. The wording of CPBG should be strictly as per proforma enclosed and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank. In case, any amendment is issued to the order enhancing the order value, the Seller shall within 15 days of receipt of such an amendment furnish to the buyer an amendment to the CPBG rendering the same valid for the order as amended.

Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. BG confirmation message may also be sent through SFMS message to our Banker State Bank of India, Commercial Branch, Bhubaneswar (IFSC Code: SBIN000657, Swift Code: SBININBB19) and beneficiary name as "NALCO, Corporate Office, Bhubaneswar". If the vendor fails to submit CPBG after placement of Order, the equivalent amount will be recovered from the bill(s) of the vendor.

On the breach of the contract by the supplier, Contract-cum-Performance Bank Guarantee shall be forfeited/ encashed whether or not the company has suffered a loss on this account and Purchase Order will be rescinded. Forfeiture/ encashment of Contract-cum-Performance Bank Guarantee does not prejudice NALCO's rights to make risk purchase and recover damages on account of such risk purchase. However, credit may be given for the Contract-cum-Performance Bank Guarantee forfeited/ encashed in appropriate cases.

6.0 INSURANCE:

6.1 The Owner will arrange for transit insurance of equipment and material under the scope of the Contract as detailed in Tender Documents – Commercial from FOB port of dispatch up to NALCO, Smelter Stores.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-IV

- 6.2 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor or its subcontractor (if applicable) or hired during the currency of the contract. The Contractor shall, at his expense take out and maintain in effect all applicable insurance policies under Law or Regulations to protect their own interest.
- 6.3 The Contractor shall follow local acts and laws as may be prevalent for insurance purposes.
- 6.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
- 6.5 Notwithstanding the insurance requirements mentioned above, it would be the Contractor's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of the Owner. If at any point of time during execution of the Contract, the insurance policies are found to be inadequate, the Contractor shall take fresh insurance policies meeting aforesaid requirements. The Contractor's failure in this regard shall not relieve him of any of his Contractual responsibilities and obligations.
- 6.6 Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting therefrom shall be to the sole account of Contractor.
- 6.7 The Owner reserves the right to take out whatever policy that is deemed necessary by him if the Contractor fails to keep the said policy alive and valid at all times and / or causes lapses in payment of premium thereby jeopardising the said policy. The cost of such policy(s) shall be recovered/ deducted from the amount payable to the Contractor.

7.0 CONSTRUCTION, ERECTION OF PLANT AND MATERIAL

7.1 Contractor's Material brought on the Site

The Contractor shall bring to Site all equipments, components, parts, materials, including construction equipment, tools and tackles for the purpose of the Works under intimation to the Owner. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Owner. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

7.2 Work & Services to be provided by the Owner

Works and services which shall be provided by the Owner for carrying out complete work at Site shall be as defined in the Annexure-I(A&B) - technical specifications of the tender Documents and its clarification up to award of Contract.

- 7.2.1 Water supply for construction purpose may be provided by the Owner at one mutually agreed point at Site. Drinking water will also be made available at one central point at Site. The Contractor shall make his own arrangement for any further distribution. Such distribution pipe network shall have the prior

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-IV

approval of the Engineer at Site so as not to interfere with the layout and progress of other construction works. Supply of water shall be charged from Contractor at the rates prevailing at Site.

Contractor shall ensure that there is no wastage of water. On completion of the work, the Contractor shall remove all such work and shall reinstate and make good any work disturbed to the satisfaction of the Engineer.

7.2.2 Cranes, if available, will be provided by Owner on payment of rent to the Owner.

7.3 Work and Services to be provided by the Contractor

The following work and services shall also be provided under the contract:

- (i) All construction activities to complete the plant as per the specifications agreed by the Owner. The activities shall be included but not limited to building structures, rooms, foundations for equipments and accessories and stack etc.
- (ii) Labour license for contractor and sub-contractor's labour if required / applicable as per State Govt.

7.4 Owner's Lien on Equipments

The Owner shall have lien on all equipments including those of the Contractor brought to the Site for the purpose of construction, erection, testing and commissioning of the plant. The Owner shall continue to hold the lien on all such equipments throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-contractors without the prior written approval of the Owner.

7.5 Protection of Work

The contractor shall have total responsibility for protecting his Works till it is finally taken over by the Owner. No claim will be entertained by the Owner or the Consultant for any damage or loss to the Contractor's Works and the Contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the Contractor's Works occur because of other party not under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the party or parties concerned regarding the responsibility for damage to the Contractor's Works the same shall be resolved as per the provisions of the clause entitled 'Co-operation with other Contractors'. The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such dispute.

7.6 Security

The Contractor shall have total responsibility for all equipments and materials in his custody stored, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the Project Site only with the written permission of the Owner in the prescribed manner.

Contractor's employees shall wear identification badges while on the work at Site.

7.7 Contractor's Area Limits

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-IV

The Owner will mark-out the boundary limits of access road, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out, for his operation. In case of such a need for the Contractor's personnel to work, out of the areas marked out for him, the same shall be done only with the written permission of the Owner.

7.8 Contractor's Co-operation with the Owner

In cases where the performance of the Site Work by the Contractor affects the operation of the system facilities of the Owner such Site Work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Owner and the same shall be acceptable at all times to the Contractor. The Owner may impose such restriction on the facilities provided to the Contractor such as electricity, water, etc. as he may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restrictions and co-operate with the Owner. It will be responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment supplied and erected by him, so as to make such equipments ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in these documents and specifications.

7.9 Protection of Property and Contractor's Liability

7.9.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property including structures, building, other plants and equipments and utilities either above or below the ground.

7.9.2 The Contractor will ensure provisions of necessary safety equipment such as barriers, sign-boards, warning lights and lamps, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Owner and the Owner of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with Owners, related to removal and/or replacement of such property and utilities.

7.10 Painting

All exposed metal parts of the equipment including piping, structures railing, etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oil and other foreign materials by wire brushing, scraping or sand blasting, and the same being inspected and approved by the Engineer for painting. Afterwards, the above parts shall be finished with two coats of a alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the color as approved by the Owner.

7.11 Unfavorable Working Conditions

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-IV

The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such works and with the concurrence of the Consultant/Owner. Such unfavorable construction conditions will in no way relieve the contractor of his responsibility to perform the works as per the schedule.

7.12 Protection of monuments and reference points

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossile, etc. which he may come across during the course of performance of his works either during excavation of elsewhere, are properly protected and handed over to the Owner. Similarly, the Contractor shall ensure that the bench marks, reference points, etc. which are marked out either with the help of Owner or by the Owner shall not be disturbed in any way during the performance of his works. If any work is to be performed which may disturb such reference, the same shall be done only after these are transferred to other suitable locations under the direction of the Owner.

8.0 CONSTRUCTION:

8.1 Rules and Regulations

Contractor shall observe all national and local laws, ordinances, rules and regulations pertaining to the work, and shall be responsible for extra costs arising from violations of same.

8.2 Safety

Contractor shall take all necessary measures to protect the work and workmen against accidents and occupational disease. They shall observe and comply with all Government safety regulations as specified by the Owner.

The Contractor shall be responsible for following the proper procedures in reporting accidents or incident.

The Owner's Safety Engineer located in Site will be immediately notified by faster means possible of any accident which involves the following:

- (a) Death from any cause whatsoever.
- (b) A fractured skull, arm, thigh or spine, fore-arm or leg.
- (c) A dislocated shoulder.
- (d) The amputation of arm or hand, or of one or more fingers on the same hand, or of a leg or a foot.
- (e) The loss of sight of an eye.
- (f) Any other serious bodily injury, including internal bleeding or burns or asphyxia where such injury is likely to endanger life, cause permanent incapacity or temporary incapacity of 5 days or more.

8.3 In case of death, the Contractor shall be responsible for immediately notifying the nearest Indian Police so that they can make the proper investigation in accordance with the law.

9.0 FOREIGN LIABILITY CLAUSE

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-IV

It is expressly understood and agreed by and between (the Corporation and M/s.National Aluminium Company Limited (The Indian PSU) that M/s National Aluminium Co. Ltd. (the Indian PSU) is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s. National Aluminium Co. Ltd. (the Indian PSU) is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Law of Indian and General Principles of Contract Law. The (Company) expressly agrees, acknowledges and understands that M/s National Aluminium Co. Ltd. (the Indian PSU) is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly (corporation) hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

10.0 PRICE REDUCTION SCHEDULE

The Clause No.- 18 - Liquidated Damages for Delay in Completion of GCC - Imports is partially modified as follows:

- (i) Liquidated Damages (LD) wherever mentioned in these clauses, is to be read as Price Reduction Schedule (PRS).
- (ii) The Contractor's liability for delay in completion shall be evaluated w.r.t. delay in each upgradation package separately and shall not in any case exceed five percent (5%) of the contract price of each package.
- (iii) However, before applying PRS or before termination of the contract (as per NIT conditions), prior discussion on the subject and mutual agreement will be done.
- (iv) PRS for two upgradation job shall be independent of each other (i.e., PRS for upgradation job of Potline-4 shall be separate and upgradation of Potline-2 & G9 afterwards).

All other provisions of these clauses remain unaltered.

11.0 CONSTRUCTION POWER

Construction power rate indicated in Tender Documents Commercial is modified as "As applicable at Site" in place of Rs.4.30 per KWH.

12.0 DEMURRAGE, WHARFAGE, ETC.

12.1 In partial modification to clause No.- 15 - Demurrage, Wharfage etc. of GCC- Imports, following is to be noted:

"Wherever customs duty and port charges are to be paid by NALCO, the same will be paid within a period of 15 days from the date of submission of the required documents by the Contractor".

12.2 All other provisions of clause remains unaltered.

13.0 LIMITATION OF LIABILITIES

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-IV

The final payment by the Owner in pursuance of this Contract terms shall not mean release of the Contractor from all his liabilities under the Contract. The Contractor will be liable and committed under this contract to fulfill all his liabilities and responsibilities, till such time Performance Bank Guarantee is released by the Owner.

Notwithstanding the above, the maximum liability shall be 100% of contract value and the vendor will not be liable for any indirect consequential damages/ losses.

14.0 SETTLEMENT OF DISPUTES

14.1 Following is appended to clause No. 25 of GCC - Imports:

"If the disputes are not settled under this clause, those can be settled as detailed in clause No. - 25.2 or clause No. - 25.3".

15.0 POWER TO VARY OR OMIT WORK

15.1 Following is appended to Clause No. - 38 of GCC - Imports:

"With recourse to Arbitration, if necessary".

16.0 TERMS OF PAYMENT

Payment terms as stipulated under clause no. 47.7.1 of GCC – Imports is superseded by clause no. 3.0 of Annexure-IV.

17.0 TAXES

For import consignments, all taxes, duties and levies of any kind that may be payable outside India shall be borne by the Seller. All taxes and duties payable in India on the material shall be payable by the Purchaser excluding anti-dumping duty, if any.

18.0 TRAINING OF OWNER'S PERSONNEL

Training of owner's personnel at the works of the contractor as stipulated under clause no. 36.0 of GCC – Imports is appended as per Annexure-I (A & B).

19.0 PAYMENT

Payment as stipulated under clause no. 47.1 of GCC – Imports is appended by clause no. 3.0 of Annexure-IV.

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-V

TERMS AND CONDITIONS FOR ERECTION, TESTING, COMMISSIONING AT SITE

- 1.0 The mandays with per diem rate quoted for installation, testing, commissioning, PG Test, training, etc. at site shall include transport, out of pocket expenses, all health care/ medical expenses and all other incidental charges for your personnel.
- 2.0 It should include To & Fro Economy class Air fare for Foreign vendor's supervisory personnel as well as travel time.
- 3.0 For Indian bidders, To & Fro 2nd A/C fare by rail for transportation up to site shall be reimbursed against documentary evidence.
- 4.0 Lump sum charges shall remain firm and fixed till complete execution of contract without escalation.
- 5.0 Seller shall be working at Owner's site along with agencies who will be engaged in similar other activities. For this purpose, the third party risk shall also be covered by seller at his cost.
- 6.0 Following site conditions shall apply:
 - (i) Working hours at those prevailing site - normally 8 hours a day, Monday through Saturday.
 - (ii) Vendor's supervisor personnel to observe/ abide by
 - Site working conditions and Safety codes.
 - All applicable Indian Laws at Site.
 - (iii) Vendor will indicate number of persons to be deployed and tentative number of days for completion for installation, inspection, testing and commissioning.
 - (iv) Selection of Foreign supervisory personnel shall be left to Owner's choice.
 - (v) The mandays with per diem rate for installation, erection, testing, commissioning, etc. of **Foreign vendor** shall be net of Indian Income Tax (i.e., exclusive of Indian income tax). The Owner will consider Income Tax (by grossing up) at the prevailing rate for evaluation of bids. Further, Owner shall deposit Tax at source as applicable after grossing up the sums due while making payments against each invoice for the services in India. Any statutory variation on account of change in Indian Income Tax rate in Double Taxation Avoidance agreement (DTAA) shall be to Owner's account. Certificate for Tax Deducted at Source (TDS) shall be provided to the vendor which the vendor can claim/ offset the Tax liability in their Country. The bidder to quote their prices considering the benefits of DTAA and the Indian Income Tax, TDS certificate credit while submitting their bids. The Contractor shall provide Tax Residency Certificate (TRC), a copy of PAN Card issued by Indian Issuing Authority, Form No. 10F (Annexure-XIII) and declaration towards 'no permanent establishment' (Annexure-XIV) before release of payment for such activities. Failing to provide the above, the payment to supplier/ contractor/ consultant shall be subject to recovery of additional TDS also as per the provisions of Indian income tax act/ rules.
- 7.0 The charges of foreign vendor supervisory personnel shall be exclusive of applicable GST.
- 8.0 Since it is an existing NALCO Site with various units in operation, the proposed site has constraints of space availability, restriction in movement of over dimensioned/ overweight consignments both within and outside the NALCO Site limits. Further, construction/ erection work for several other project facilities at various location

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-V

within Site will be progressing concurrently. It will be the responsibility of vendor to seek approvals from the Owner for working within & outside the NALCO Site limits and also of taking all suitable safety measures as per regulations in force for the safety of existing NALCO Site.

- 9.0 All labour (both skilled and unskilled), tools, tackles and consumables shall be arranged by vendor at his own cost.
- 10.0 The material shall be collected by the vendor from Owner's Store/ Project Site/ Vendor's Own Store (as the case may be) and transported to the installation Site at vendor's cost and risk.
- 11.0 Vendor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their employees/ staff at their own cost and abide by all labour laws/ safety codes and statutory regulations and keep Owner indemnified in respect thereof.
- 12.0 Vendor shall arrange and pay for all insurances as may be required under the law for their employees/ materials/ subcontractor(s) and shall also cover against all risk for the material issued by Owner. Vendor shall be working at Owner's Site along with agencies who will be engaged in other activities. For this purpose the third party risk shall also be covered by Vendor.
- 13.0 The vendor is responsible for keeping his work place neat and clean and shall always avoid scattering of any materials around the work place. The vendor shall clear the work site of all debris, materials, tools & tackles etc. immediately upon completion of the job. Any temporary lines/ cables etc. laid for the purpose of execution of a particular job shall be immediately removed to an agreed location and the site cleared off all such materials.
- 14.0 The vendor shall not throw out gaskets, used electrode pieces, hand gloves, cotton wastes, gunny bags, polythene bags etc. into open channel, any drains or pipeline systems. These are to be collected together and deposited in bins/ waste collectors earmarked for the purpose of disposal after consultation with Engineer-In-charge.
- 15.0 The contractor is required to arrange all handling equipment's for installation and commissioning at their cost.
- 16.0 As per the applicable factory act, the labour license required shall be taken by the vendor before starting the works.

COMPLIANCE TO REQUIREMENT OF PAN NO. , TAX RESIDENCY CERTIFICATE AND FORM NO.10F

(Applicable for foreign bidder in case of services in India is required as per scope of NIT)

It is mandatory for the foreign bidder to furnish the following information in case his receipts are subject to tax deduction at source in India:

1. PAN No.

In case, where site services / site work is applicable, bidder shall furnish Indian Income Tax PAN Number (if available) and latest Tax Residency Certificate (TRC) along with Form No. 10F (Annexure-XIII) and declaration towards 'no permanent establishment' (Annexure-XIV).

PAN No. as per the Indian Income Tax requirements shall be submitted by foreign vendor, failing which the Supplier/ Contractor/ Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/ Rules and the same shall be deducted from the payment made to supplier/ Contractor/ consultant.

2. Tax Residency Certificate (TRC)

Tax Residency Certificate (TRC) containing prescribed particulars (as mentioned below) from the Government of foreign country shall have to be submitted by foreign vendor in order to claim the benefits of DTAA as per the Indian Income Tax requirements, failing which the relief under DTAA will not be available and consequently the higher rate of withholding tax may be applicable and deducted from the payment made to supplier/ Contractor/ consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

TRC obtained by the Non-resident from Government of foreign country shall contain the following particulars:

- (a) Name of the assessee;
- (b) Status (individual, company, firm, etc.) of the assessee;
- (c) Nationality (in case of individual);
- (d) Country or specified territory of incorporation or registration (in case of others);
- (e) Assessee's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- (f) Residential status for the purposes of tax;
- (g) Period for which the certificate is applicable; and
- (h) Address of the applicant for the period for which the certificate is applicable;

3. Form 10F

In addition to TRC, bidder in order to claim the benefits of DTAA shall also submit additional information in Form No. 10F (Annexure-XIII). Form 10F has to be furnished electronically under as per sub-rule (1) and sub-rule (2) of Rule 131 of the Indian Income Tax Rules, 1962 & to be verified by the assessee himself.

The above shall be furnished before release of any payment for site activities or within one month of the release of Order.

Failing in submission of the above information, any additional tax liability on Owner, will be deducted from the payment due to the Supplier/ Contractor.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-VI

AGREED TERMS & CONDITIONS (IMPORT)
(FOR FOREIGN BIDDERS)

IMPORTANT

1. This questionnaire must be filled in against all Serial nos. & enclosed with the Un-priced offer. Non submission or submission of incomplete questionnaire may lead to rejection of the offer.
2. All commercial terms except the deviations to Tender Documents must be given in this questionnaire itself and not elsewhere in the quotation. In case of contradiction, the terms given below shall prevail. The deviations to Tender Documents, if any, must be listed in the format attached at the end of this questionnaire.

Sl. No.	Descriptions	Vendor's confirmation with details
1.	(i) Please Confirm Acceptance of Technical specifications and scope of work as per attached Annexure-I (A&B) . (ii) In case of deviations, confirm that the same has been highlighted separately.	
2.	Confirm that data sheets/ technical questionnaire duly filled in are attached, wherever required in requisition.	
3.	Confirm Spare Parts list wherever required as per tender documents, with item wise prices on FOB & C&F basis have been submitted for following:	
	(a) Commissioning & start –up Spares as per tender documents	
	(b) Tools & Tackles as per tender documents.	
	(c) Mandatory spares for one year as per tender documents.	
	(d) Vendor recommended spares for two years normal operation and maintenance as per tender documents.	
4.	It is noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer.	
5.	Indicate Manufacturer's Name and Address with Tel/ Fax no., email, etc.	
6.	Please Confirm that you have quoted prices strictly in the price schedule format enclosed with tender documents.	
7.	Indicate International Port of exit/ shipment.	
8.	Please confirm that Ocean freight charges up to Port of Entry, India (Kolkata) have been quoted by you in the Price Schedule. (a) In case you have not quoted the Ocean freight charges up to Kolkata sea port separately in the Price Schedule, please quote the same in terms of % of the quoted FOB price (b) Please confirm that Ocean freight charges for vendor recommended Spares for two years normal O&M have been quoted separately and Ocean freight for all other supplies are included in ocean freight charges of Main Equipments	
9.	Indicate Shipping weight (net and gross) including dimensions/ volume of consignments.	
10.	As soon as shipment / dispatch is made, the contractor shall intimate the Underwriters the dispatch details at the address, to be intimated later.	
11.	Indicate the country of origin of goods offered.	
12.	Confirm that the quoted prices are in one foreign currency and also indicate currency of quote.	
13.	Please Confirm acceptance to Completion period as mentioned in the	

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-VI

Sl. No.	Descriptions	Vendor's confirmation with details
	tender documents.	
14.	Confirm utility requirement wherever applicable are given in offer.	
15.	Confirm customer references are given in offer.	
16.	Confirm complete technical literature/ catalogue are being submitted along with offer.	
17.	Please indicate the HSN (Harmonized System of Nomenclature) Code of the offered goods/equipments.	
18.	Confirm acceptance of Price Reduction Schedule for delay in completion specified in the Tender Documents.	
19.	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
20.	Letter of Credit shall be opened through a Govt. of India Bank and hence need not be confirmed. Confirm that confirmed L/C is not required by you.	
21.	In case you require confirm L/C, then L/C confirmation charges shall be to your account. Confirm acceptance.	
22.	All Bank charges and Stamp duties payable outside India in connection with payments to be made under this Purchase Order shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser.	
23.	All taxes, duties and levies of any kind payable up to FOB Port of Shipment shall be borne by you.	
24.	(a) Prices quoted must exclude transit insurance charges from FOB Port of Shipment or by Air as the same shall be arranged by the Owner. However, all Transit Insurance charges for inland transit up to FOB Port of Shipment must be included by you in your prices.	
	(b) The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials & equipment belonging to the Contractor or its subcontractor (if applicable) or hired during the currency of the contract till successful completion as per the NIT.	
25.	Please Confirm that the quoted prices shall remain firm and fixed till complete execution of order.	
26.	Please indicate name and address of your Bankers.	
27.	All correspondence must be in ENGLISH language only.	
28.	Please Confirm that Contract cum Performance/ Performance Bank Guarantee (CPBG) wherever required will be furnished for value and terms & conditions as per the tender documents.	
29.	Confirm acceptance of Guarantee/ Warranty as per documents attached with tender.	
30.	Confirm that quoted prices are inclusive of all inspection & testing charges as per tender documents.	
31.	Confirm that the quoted prices are valid for acceptance up to six (06) months from the final due date of submission of Bid.	
32.	Confirm that the quoted prices for vendor recommended two years normal O&M spares shall be valid for six months from the date of LOI / brief order / purchase order.	
33.	Confirm that in case of placement of order, you will be submitting firm cargo details containing weight, dimensions, no. of packages, no. and types of containers required and port of shipment within one month of placement of LOI/brief order/Purchase order.	
34.	Confirm that the quoted prices for Ocean freight shall remain valid for	

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-VI

Sl. No.	Descriptions	Vendor's confirmation with details
	acceptance up to three months beyond the submission of complete and firm cargo details by you.	
35.	(i) All other Commercial terms & conditions shall be as per Tender Documents - Commercial (Import), Addendum to Tender Documents and other documents attached with the tender. Confirm. (ii) In case of deviations, confirm clause wise comments have been specified in a separate Annexure attached herewith. (iii) All the terms & conditions have been indicated in this format including Annexure and have not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.	
36.	Please confirm acceptance to attached Terms & Conditions for Installation, Testing and Commissioning as per tender documents.	
37.	The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner or the vendor is a Private Company in which any of the Directors of Owner is a member or Director.	
38.	Please Confirm that net worth of your company during the last financial year is positive.	
39.	Please furnish Audited Annual Report containing Balance Sheet and Profit and Loss Account for the last three years.	
40.	The Vendor is required to state whether M/s. Rio Tinto Alcan (RTA) has any shareholding/ management control in your Company.	
41.	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU.	
42.	Please Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
43.	Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id.	
44.	Please confirm that you have submitted EMD/EMDBG as per NIT requirements	NA
45.	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT	
46.	Confirm you have submitted two original copies of the pre - contract Integrity Pact as per NIT.	
47.	Please indicate the complete name & address on which order is to be placed by Purchaser (in the event of placement of order)	
48.	Please confirm submission of declaration as per Restriction for suppliers from a country which shares a land border with India	
49.	Do you have Indian PAN No.? If yes, please furnish details.	

Place:

Signature:

Date:

Name :

Designation :

Seal:

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-VI

DEVIATION SCHEDULE TO TERMS & CONDITIONS OF TENDER DOCUMENTS
COMMERCIAL (IMPORTS)

If the Bidder has got any deviation from the terms & conditions of NIT, bidder shall tabulate those deviations in this schedule. Please attach more sheets, if necessary. It is confirmed that except those deviations, as tabulated hereunder, the complete offer is in agreement with the NIT requirement.

NOTE:

1. This shall be submitted along with the Un - priced Offer. Deviation mentioned anywhere else in the offer shall not be considered.
2. Deviation listed elsewhere shall not be taken cognizance of and shall be ignored.
3. No separate printed terms and conditions shall be considered and shall be ignored.
4. In case of contradiction/ conflicting version found by NALCO at different places of quotation, NALCO can choose any version or the bid may be rejected without any indications.

SI. No.	Annexure No.	Clause No.	Page No. of NIT	Deviation Taken against NIT condition	Reasons for deviation

SIGNATURE _____
 NAME _____
 DESIGNATION _____

DATE:

BIDDER'S SEAL

PRICE SCHEDULE FORMAT

ITEM: "up-gradation of Rectifier Control System in the existing Potline-4, Potline-2 and G9 of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

Bidder's Quotation No. _____ Date: _____
Name of vendor: _____
Currency of Quotation: _____

(I) IMPORTED SUPPLY & FOREIGN SERVICES (In Foreign Currency)

(A) IMPORTED SUPPLY: (BIDDER TO QUOTE IN EACH COLUMN FOR SCOPE AS PER NIT)

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
1.0	SUPPLY PORTION	
1.1	Design, Engineering, Manufacturing, Procurement, Inspection, Assembly, Painting, Testing & simulation at Supplier's works, Packing & Forwarding, Loading at Seaport / Airport and Supply of Main Equipments including all required software with licenses, Commissioning and Start-up Spares (break-up to be furnished with unit prices, etc.), Tools & Tackles (break-up to be furnished with unit prices, etc.), first fill of oil and lubricants / oil and consumables (if any) as per Annexure-I(A) & Annexure-I(B) i.e., Technical Specification and scope of work of NIT on FOB Seaport of exit basis (for imported components) in packed conditions for "up-gradation of Rectifier Control System in the existing Potline-4, Potline-2 and G9 of 220kV Conversion Substation" at Smelter, Angul, Odisha (India).	<i>Quote separate prices in 1.1(a), 1.1(b) & 1.1(c)</i>
	1.1(a) Potline-4 Control System (Material Code: 25585000300) – 1 Lot (as per Annexure-I(A))	
	1.1(b) Potline-4 SCADA System (Material Code: 25585000200) – 1 Lot (as per Annexure-I(A))	
	1.1(c) Potline-2 and G9 System (Material Code: 25585000400) – 1 Lot (as per Annexure-I(B))	
	Sub Total 1.1 – (1.1(a) + 1.1(b) + 1.1(c))	
1.2	Supply of Mandatory Spares as per Annexure-I i.e., Technical Specification and scope of work of NIT (unit prices to be furnished) on FOB Seaport / Airport of exit basis (for imported components)	<i>Quote separate prices in 1.2(a), 1.2(b) & 1.2(c)</i>
	1.2(a) Potline-4 Control System (as per Annexure-I(A))	
	1.2(b) Potline-4 SCADA System (as per Annexure-I(A))	
	1.2(c) Potline-2 and G9 System (as per Annexure-I(B))	

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
	Sub Total 1.2 – (1.2(a) + 1.2(b) + 1.2(c))	
1.3	Others, if any, to complete the Scope (Please specify with break-up)	
1.4	Charges for inspection/ witnessing of Factory Acceptance Test (FAT) / Pre-dispatch Inspection (PDI) by NALCO Representatives, if any (at discretion of NALCO). (For inspection by NALCO Representatives, Inspector's To and Fro charges, lodging, boarding, conveyance, etc. will be borne by NALCO)	<i>Quote separate prices in 1.4(a), 1.4(b) & 1.4(c)</i>
	1.4(a) Potline-4 Control System (as per Annexure-I(A))	
	1.4(b) Potline-4 SCADA System (as per Annexure-I(A))	
	1.4(c) Potline-2 and G9 System (as per Annexure-I(B))	
	Sub Total 1.4 – (1.4(a) + 1.4(b) + 1.4(c))	
1.5	Sub Total (1.1 + 1.2 + 1.3 + 1.4)	
1.6	Ocean/ Air (specify) freight charges (for sl.no. 1.1, 1.2 & 1.3) up to Indian Port (i.e., Kolkata) in containerized vessel on liner terms basis / in packed condition basis, as applicable.	<i>Quote separate prices in 1.6(a), 1.6(b) & 1.6(c)</i>
	1.6(a) Potline-4 Control System	
	1.6(b) Potline-4 SCADA System	
	1.6(c) Potline-2 and G9 System	
	Sub Total 1.6 – (1.6(a) + 1.6(b) + 1.6(c))	
1.7	TOTAL 1.0 (1.5 + 1.6)	
2.0	VENDOR RECOMMENDED ONE YEAR O&M SPARES AND CONSUMABLES (OPTIONAL)	
2.1	Supply of vendor recommended (optional) one year spares and consumables as per Annexure-I i.e., Technical Specification and scope of work of NIT (unit prices to be furnished) on FOB Seaport / Airport of exit basis (for imported components)	<i>Quote separate prices in 2.1(a), 2.1(b) & 2.1(c)</i>
	2.1(a) Potline-4 Control System (as per Annexure-I(A))	
	2.1(b) Potline-4 SCADA System (as per Annexure-I(A))	
	2.1(c) Potline-2 and G9 System (as per Annexure-I(B))	
	Sub Total 2.1 – (2.1(a) + 2.1(b) + 2.1(c))	
2.2	Ocean/ Air (specify) freight charges up to Indian Port (i.e., Kolkata) in containerized vessel on liner terms basis / in packed condition basis, as applicable.	
	SUB - TOTAL 2.0 (2.1 + 2.2)	

Please provide the item wise break-up of major imported supply as per Annexure-I (A) – technical specification & scope of work (other than commissioning spares, tools & tackles) quoted at Sl. No.-1.1 (a & b) above, as per the following format:

Sl. No.	Item Description	HS Code	Qty	UOM	FOB Price per Unit	Total FOB price

Please provide the item wise break-up of major imported supply as per Annexure-I (B) – technical specification & scope of work (other than commissioning spares, tools & tackles) quoted at Sl. No.-1.1 (c) above, as per the following format:

Sl. No.	Item Description	HS Code	Qty	UOM	FOB Price per Unit	Total FOB price

Please provide the item wise break-up of the commissioning and Start-up Spares, tools & tackles included in Sl. No.-1.1 (a & b) above, as per the following format:

Sl. No.	Item Description	HS Code	Qty	UOM	FOB Price per Unit	Total FOB price

Please provide the item wise break-up of the commissioning and Start-up Spares, tools & tackles included in Sl. No.-1.1 (c) above, as per the following format:

Sl. No.	Item Description	HS Code	Qty	UOM	FOB Price per Unit	Total FOB price

Please provide the item wise break-up of the Mandatory spares included in Sl. No.-1.2(a & b) above, as per the following format:

Sl. No.	Item Description	HS Code	Qty	UOM	FOB Price per Unit	Total FOB price

Please provide the item wise break-up of the Mandatory spares included in Sl. No.-1.2(c) above, as per the following format:

Sl. No.	Item Description	HS Code	Qty	UOM	FOB Price per Unit	Total FOB price

Please provide the item wise break-up of the vendor recommended one year spares and consumables included in Sl. No.–2.1(a & b) above, as per the following format:

Sl. No.	Item Description	HS Code	Qty	UOM	FOB Price per Unit	Total FOB price

Please provide the item wise break-up of the vendor recommended one year spares and consumables included in Sl. No.–2.1(c) above, as per the following format:

Sl. No.	Item Description	HS Code	Qty	UOM	FOB Price per Unit	Total FOB price

* Vendor to ensure that the sum of the itemized prices and the corresponding ocean freight charges for One year Spares & consumables should match with the lump sum price (both FOB price and Ocean freight charges) quoted at Sl. No. – 2.1 & 2.2 above.

(B) FOREIGN SERVICES: (BIDDER TO QUOTE IN EACH COLUMN FOR SCOPE AS PER NIT)

(For Potline-4 Rectifier Control system)

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
1.0	SERVICES PORTION	
1.1	Supervisor Activities: Supervisor activities (in mandays with per diem rate) shall be done through time & materials (T&M) base which includes deputation of one full time supervisor personnel for supervision services towards dismantling & disposition of the existing equipments/ materials of Potline-4 rectifier control system at Smelter Plant, Angul as well as supervision of erection for “up-gradation of Control and SCADA system in the existing Potline-4 Rectifier Control system of 220kV Conversion Substation” at Smelter Plant, Angul, Odisha (India) as per Annexure-I(A) i.e., Technical Specification and scope of work of NIT. Supervision of dismantling & erection activities shall include mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time & charges up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday (i.e., 6 working days per week) including all statutory / contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of supervisory personnel, hotel accommodation, total local transport and all out of pocket expenses, etc. Travel time and mandatory preparation time shall be defined during kick off meeting.	<i>(Quote the break-up against this item at Sl. Nos. – 1.1.1 to 1.1.2 below)</i>

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
	1.1.1 Total number or period of mandays (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week)	
	1.1.2 Each manday rate or per diem rate (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel charges on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week) including all statutory / contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of supervisory personnel, hotel accommodation, local transport, all out of pocket expenses and all other expenses related to visit of supervisory personnel, etc.	
	Sub-Total 1.1 (Total number or period of mandays X manday rate or per diem rate as indicated in 1.1.1 & 1.1.2)	
1.2	Commissioning Activities: Commissioning activities (in mandays with per diem rate) shall be done through time & materials (T&M) base which includes deputation of one full time commissioning personnel for testing, pre-commissioning, commissioning, performance guarantee testing, final handing over of the complete system including site technical assistance after handing over and on-site training of NALCO's personnel for "up-gradation of Control and SCADA system in the existing Potline-4 Rectifier Control system of 220kV Conversion Substation" at Smelter Plant, Angul, Odisha (India) as per Annexure-I(A) i.e., Technical Specification and scope of work of NIT. Above activities shall include mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time & charges up to NALCO site & back (including air fare), site preparation time and preparatory works, calendar days spent towards pre-commissioning, commissioning, PG Test, final handing over, site technical assistance after completion of PG test, on-site training, etc. at NALCO site in a shift of 8 hours on each working day between Monday to Saturday (i.e., 6 working days per week) including all statutory / contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of commissioning personnel, hotel accommodation, total local transport and all out of pocket expenses, etc. Travel time and mandatory preparation time shall be defined during kick off meeting.	<i>(Quote the break-up against this item at Sl. Nos. – 1.2.1 to 1.2.2 below)</i>
	1.2.1 Total number or period of mandays (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time on calendar basis up to NALCO site & back, site	

National Aluminium Company Limited

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

ANNEXURE-VII

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
	preparation time and preparatory works, calendar days spent at NALCO site for all Commissioning Activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week)	
	1.2.2 Each manday rate or per diem rate (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel charges on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all Commissioning Activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week) including all statutory / contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc., and all expenses related to the visit of supervisory personnel, hotel accommodation, local transport, all out of pocket expenses and all other expenses related to visit of supervisory personnel, etc.	
	Sub-Total 1.2 (Total number or period of mandays X manday rate or per diem rate as indicated in 1.2.1 & 1.2.2)	
1.3	Indian Income Tax (Owner will consider Income Tax by grossing up at the prevailing rate).	BY NALCO
1.4	Indian GST as applicable	BY NALCO
	SUB - TOTAL 1.0 (1.1 + 1.2)	

(For Potline-2 and G9 Rectifier Control system)

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
2.0	SERVICES PORTION	
2.1	Supervisor Activities: Supervisor activities (in mandays with per diem rate) shall be done through time & materials (T&M) base which includes deputation of one full time supervisor personnel for supervision services towards dismantling & disposition of the existing equipments/ materials of Potline-2 and G9 rectifier control system at Smelter Plant, Angul as well as supervision of erection for "up-gradation of existing Rectifier Control system in Potline-2 and G9 of 220kV Conversion Substation" at Smelter Plant, Angul, Odisha (India) as per Annexure-I(B) i.e., Technical Specification and scope of work of NIT. Supervision of dismantling & erection activities shall include mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time & charges up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday (i.e., 6 working days per week) including all statutory / contingency insurance coverage	(Quote the break-up against this item at Sl. Nos. – 2.1.1 to 2.1.2 below)

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
	e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of supervisory personnel, hotel accommodation, total local transport and all out of pocket expenses, etc. Travel time and mandatory preparation time shall be defined during kick off meeting.	
	2.1.1 Total number or period of mandays (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week)	
	2.1.2 Each manday rate or per diem rate (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel charges on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week) including all statutory / contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of supervisory personnel, hotel accommodation, local transport, all out of pocket expenses and all other expenses related to visit of supervisory personnel, etc.	
	Sub-Total 2.1 (Total number or period of mandays X manday rate or per diem rate as indicated in 2.1.1 & 2.1.2)	
2.2	Commissioning Activities: Commissioning activities (in mandays with per diem rate) shall be done through time & materials (T&M) base which includes deputation of one full time commissioning personnel for testing, pre-commissioning, commissioning, performance guarantee testing, final handing over of the complete system including site technical assistance after handing over and on-site training of NALCO's personnel for “up-gradation of existing Rectifier Control system in Potline-2 and G9 of 220kV Conversion Substation” at Smelter Plant, Angul, Odisha (India) as per Annexure-I(B) i.e., Technical Specification and scope of work of NIT. Above activities shall include mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time & charges up to NALCO site & back (including air fare), site preparation time and preparatory works, calendar days spent towards pre-commissioning, commissioning, PG Test, final handing over, site technical assistance after completion of PG test, on-site training, etc. at NALCO site in a shift of 8 hours on each working day between Monday to Saturday (i.e., 6 working days per week) including all statutory / contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of commissioning personnel, hotel accommodation, total local transport and all out of pocket expenses, etc. Travel time and mandatory preparation time shall be defined	(Quote the break-up against this item at Sl. Nos. – 2.2.1 to 2.2.2 below)

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
	during kick off meeting.	
	2.2.1 Total number or period of mandays (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all Commissioning Activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week)	
	2.2.2 Each manday rate or per diem rate (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel charges on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all Commissioning Activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week) including all statutory / contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc., and all expenses related to the visit of supervisory personnel, hotel accommodation, local transport, all out of pocket expenses and all other expenses related to visit of supervisory personnel, etc.	
	Sub-Total 2.2 (Total number or period of mandays X manday rate or per diem rate as indicated in 2.2.1 & 2.2.2)	
2.3	Indian Income Tax (Owner will consider Income Tax by grossing up at the prevailing rate).	BY NALCO
2.4	Indian GST as applicable	BY NALCO
	SUB - TOTAL 2.0 (2.1 + 2.2)	

NOTES:-

1. In the Price Schedule no column should be left blank. Either all columns are to be filled up or to be mentioned as 'N.A.'/ Inclusive.
2. The quoted prices shall include charges towards testing & all documentation required as per NIT.
3. Any correction in the quotation shall be initialed by the bidder, otherwise the offer shall be rejected.
4. The sum of quoted prices for relevant divisible package(s) shall be treated as the Contract price(s) for concerned package(s) on lump sum basis. The contract vis-à-vis payment operations shall be done, however, as per approved Billing schedules only.
5. In case of award of work, the Contractor has to submit a Billing Schedule for approval of NALCO.
6. Bidder shall submit Price break-up along with quantity and unit price as per the format given in the price schedule for Mandatory spares, Commissioning & start-up spares, Tools & Tackles and Vendor recommended spares & consumables in the price bid.
7. The Contract (s) prices, will remain firm & unchanged until complete execution excepting for statutory variations, if any on the rates of taxes & duties included in the Contract price (as per break ups specified in the Billing schedule) and also excepting for imposition of any fresh statutory levy/ tax within the contractual completion period.
8. In case of placement of order, NALCO reserves the right to convert order from FOB basis to CFR Kolkata seaport basis within one month of submission of cargo details. Hence, quoted Marine freight should remain valid for acceptance for a period of minimum 01 (one) month from the date of submission of complete cargo details. In case the order is converted to CFR, at NALCO's option, then the free time for detention of containers shall not be less than 14 days.
9. Optional prices shall not be considered for evaluation. However, the optional prices shall be valid for six months beyond the validity of offer for main equipment and may be exercised by NALCO, in case NALCO decides for the same.

Bidder's Signature:

Bidder's Stamp:

Date:

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

ANNEXURE-VIII

PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER / CONTRACTOR
(To be executed on non-Judicial stamped paper of appropriate value)

B.G. No. -

Date:

WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar - 751013, Odisha (hereinafter called "the Company/Owner") which expression 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 **"up-gradation of Rectifier Control System in the existing Potline-4, Potline-2 and G9 of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)** on the terms and conditions as set out inter alia, in the company Contract No./P.O. No. dtd..... and various documents forming part thereof herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and whereas the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/sub-contractors.

AND WHEREAS one of the conditions of the "said contract" is that "contractor/seller shall furnish to the owner a Bank Guarantee from a bank for **3% (three percent)** of the total value of the "said contract" against due and faithful performance of the "said contract" including defects liability obligations and the performance guarantee obligations of the contractor/seller for execution/supplies made under the "said contract".

2. We Bank having its branch office at do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms and conditions of the said Contract including defects 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 and conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs./€ (Rupees/ Euro only)

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present 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 owner 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 respects 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. Non-withstanding the above, our bank guarantee will be valid until DD/MM/YYYY (end of guarantee/ warranty period + minimum 3 months of claim period).

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

5. We Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(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 discharge this guarantee. Notwithstanding the above, our bank guarantee will be valid until DD/MM/YYYY (end of guarantee/ warranty period + 3 months of claim period).

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

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs./€ (Rupees/ Euro only) and shall remain in force till DD/MM/YYYY 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)/Seller(s).

9. We Bank further agree that this Guarantee shall be invocable at our place of business(Bank Name)..... (branch name and address of the branch), Bhubaneswar, Odisha, PIN-

Date:
Corporate Seal of the Bank

.....Bank
By its constitutional Attorney

IFS Code of the Bank

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

Note:-

- (a) BG is to be furnished from any of Nalco approved Banks, listed as per Annexure-XI.
- (b) In case, any domestic guarantee issued by PSU Banks (or) Private Banks (or) Foreign Banks operating in India must be operational and invocable in Bhubaneswar (Odisha, India) only. For guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank branch in Bhubaneswar. If the Bank issuing BG is not operational in India, the clause no. 9 above may be ignored. However, point no. 'C' is to be followed.
- (c) In the case of foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

ANNEXURE-IX

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 Nalco Bhavan, P/1, Nayapalli, Bhubaneswar - 751013, Odisha (hereinafter called "the Company/Owner") and having a Smelter Plant at Angul, Odisha (India) (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/ Euro 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 No./P.O. No. dtd..... for **"up-gradation of Rectifier Control System in the existing Potline-4, Potline-2 and G9 of 220kV Conversion Substation" at Smelter, Angul, Odisha (India)** (work/ assignment description) on production of a bank guarantee equivalent to% of the advance payment indicated above.
2. We _____ Bank having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final 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/ Euro 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. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(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

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

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/ Euro only) 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)/Seller(s).
9. We Bank further agree that this Guarantee shall be invocable at our place of business(Bank Name)..... (branch name and address of the branch), Bhubaneswar, Odisha, PIN-

Date:
Corporate Seal of the Bank

.....Bank
By its constitutional Attorney

IFS Code of the Bank

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

Note:-

- (a) BG is to be furnished from any of Nalco approved Banks, listed as per Annexure-XI.
- (b) In case, any domestic guarantee issued by PSU Banks (or) Private Banks (or) Foreign Banks operating in India must be operational and invocable in Bhubaneswar (Odisha, India) only. For guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank branch in Bhubaneswar. If the Bank issuing BG is not operational in India, the clause no. 9 above may be ignored. However, point no. 'C' is to be followed.
- (a) In the case of foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

ANNEXURE-X

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2023, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through **Ms. S Sahay, GM (Materials)** (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure for **"up-gradation of Rectifier Control System in the existing Potline-4, Potline-2 and G9 of 220kV Conversion Substation" at Smelter, Angul, Odisha (India) on turn-key basis** and the BIDDER/ Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

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

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

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

Commitments of BIDDERS

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

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

4. Previous Transgression

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

5. Sanctions for Violations:

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required:
-
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

6. Independent External Monitors (IEMs):

6.1 The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/ NALCO's website (www.nalcoindia.com).

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

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. Facilitation of Investigation:
- In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. Law and Place of Jurisdiction:
- This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. Other Legal Actions:
- The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
10. **Validity:**
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NALCO.

"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of
BUYER

For & on behalf of
BIDDER

Name of the Officer:

Designation:

Company:

NALCO

Official Seal

Witness

1. _____

2. _____

Witness

1. _____

2. _____

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

ANNEXURE - XI

LIST OF STANDARDIZED BANKS

I . SCHEDULE OF PUBLIC SECTOR (PSU) BANKS OF INDIA

Sl.No.	Public Sector Banks of India
01	Allahabad Bank
02	Andhra Bank
03	Bank of Baroda
04	Bank of India
05	Bank of Maharashtra
06	Canara Bank
07	Central Bank of India
08	Corporation Bank
09	Dena Bank
10	IDBI Bank
11	Indian Bank
12	Oriental Bank of Commerce
13	Punjab & Sind Bank
14	Punjab National Bank
15	State Bank of India
16	Syndicate Bank
17	UCO Bank
18	Union Bank of India
19	Vijaya Bank

II . SCHEDULE OF PRIVATE SECTOR BANKS OF INDIA

Sl.No.	Private Sectors Banks of India
01	HDFC Bank Ltd.
02	ICICI Bank Ltd.
03	Axis Bank Ltd.
04	Kotak Mahindra Bank Ltd.
05	YES Bank
06	IndusInd Bank Ltd.
07	The Federal Bank Ltd.
08	The Jammu & Kashmir Bank Ltd.
09	The South Indian Bank Ltd.
10	The Karur Vysya Bank Ltd.
11	The Karnataka Bank Ltd.
12	IDFC Bank
13	RBL Bank
14	The Lakshmi Vilas Bank Ltd.
15	Tamilnad Mercantile Bank Ltd.
16	City Union Bank Ltd.

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

III. SCHEDULE OF FOREIGN BANKS

Sl.No.	Foreign Banks	BIC
01	Abu Dhabi Commercial Bank Limited	ADCB AE AA
02	Australia & New Zealand Banking Group Limited	ANZB AU 3M
03	Bank of America NA	BOFA US 3N
04	Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM
05	Bank of Ceylon	BCEY LK LX
06	Barclays Bank PLC	BARC GB 22
07	BNP Paribas	BNPA FR PP
08	Citibank N.A.	CITI US 33
09	Commonwealth Bank of Australia	CTBA AU 2S
10	Credit Agricole Corporate & Investment Bank	BSUI FR PP
11	Credit Suisse AG	CRES CH ZZ
12	DBS Bank Ltd.	DBSS SG SG
13	Deutsche Bank AG	DEUT DE FF
14	Doha Bank	DOHB QA QA
15	FirstRand Bank Ltd.	FIRN ZA JJ
16	Industrial Bank of Korea	IBKO KR SE
17	Industrial & Commercial Bank of China Limited	ICBK CN BJ
18	JP Morgan Chase Bank	CHAS US 33
19	KEB Hana Bank	KOEX KR SE
20	Krung Thai Bank Public Company Ltd.	KRTH TH BK
21	Mashreqbank PSC	BOML AE AD
22	Mizuho Bank Ltd.	MHCB JP JT
23	National Australia Bank Ltd.	NATA AU 33
24	Sberbank	SABR RU MM
25	Shinhan Bank	SHBK KR SE
26	Societe Generale	SOGE FR PP
27	Sonali Bank Ltd.	BSON BD DH
28	Standard Chartered Bank	SCBL GB 2L
29	Sumitomo Mitsui Banking Corporation	SMBC JP JT
30	The Bank of Nova Scotia	NOSC CA TT
31	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32	The Hongkong and Shanghai Banking Corp.Ltd.	HSBC HK HH
33	The Royal Bank of Scotland PLC	RBOS GB 2L
34	United Overseas Bank Ltd.	UOVB SG SG
35	Westpac Banking Corporation	WPAC AU 2F
36	Woori Bank	HVBK KR SE

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

**ECS MANDATE FORM
ELECTRONIC CLEARING SERVICES / ELECTRONIC FUND TRANSFER / INTERNET
BANKING MANDATE FORM**

To
National Aluminium Company Limited,
NALCO Bhawan, Plot No. P/1, Nayapalli,
Bhubaneswar - 751013

Dear Sir,

Sub: Authorization for release of payment due from NALCO, Corporate Office, Bhubaneswar through Electronic Clearing Services (RBI)/ Electronic fund transfer (RBI/SBI)/ Internet Banking (SBI).

Refer Order No.....dt.....and/or Tender/Enquiry/Letter No.....dt.....

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Vendor : _____
2. Address of the vendor : _____

City : _____ Pin Code: _____

E-mail Id: _____

Permanent

Account

Number: _____

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No.			
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
Account Type ?	Savings ?	Current ?	Cash Credit ?
Account Number(as appearing in the Cheque Book)			
RTGS / IFSC Code			

4. Date from which the mandate should be effective:

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

Place: _____

Date: _____

Signature of the vendor/Authorized Signatory

Certified that particulars furnished above are correct as per our records

Bank's Stamp:

Date: _____

(Signature of the Authorized Official from the Banks)

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

ANNEXURE-XII

Social Accountability 8000 Compliance Format

A. Basic information

Name of the organization		
Address		
Telephone No		
Name of the Proprietor		
Nature of Business		
License Number and date of expiry		
Employees	Staff (Total Number)	Workmen (Total Number)
• Permanent		
• Casual		
• Badli		
• Temporary		
• Contracted		

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years

- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox

- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No

- Do you provide safe & healthy work environment as per statutory requirement? Yes/No

- If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No

- Are you certified for SA 8000? Yes/No
If Yes, please submit a copy of SA8000 Certificate along with this filled up questionnaire

- Have you undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
If yes, please submit a copy of Code of Conduct Audit Report along with this filled up questionnaire

- Have your sub-suppliers been certified for SA 8000? Yes/No

- Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No

- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

- Do you provide safety training to your employees? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- If not, do you get the facilities from NALCO Yes/No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining in your organization? Yes/No
If no, how do you ensure freedom of expression?

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

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

- Do you provide appointment letter to your employees? Yes/No
- Do you maintain a documented terms and conditions of employment? Yes/No
- Do you maintain a disciplinary procedure? Yes/No
- If no, how do you terminate your employee?

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

- How many shift you have? _____ shifts
- What is the official working time? _____ hours
- Which day is off day in your organization? _____
- In case, a person works in off day or holiday, how is he/she compensated?

**"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)**

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

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

- Is there any apprentice period in your organization? Yes/No
- If yes, what is the apprentice period in your organization? _____
- Do you have any international certification Yes/No
- If yes, please specify

- Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers Yes/No
- Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers who are classified as home worker? Yes/No
- If yes, what steps you have taken to ensure that they get similar level of protection as afforded to directly employed employees?

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

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

We declare that the above-mentioned information is correct.

Signature:
Designation:
Date

Seal of the organization

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

ANNEXURE-XIII

FORM NO. 10F

[See sub-rule (1) of rule 21AB]

Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961

I _____ in the capacity of _____
(designation) do provide the following information, for the year _____ for the
purposes of Article(s) _____ of the agreement.

Sl. No.	Nature of information	Details#
(i)	Status (individual; company, firm etc.) of the Assessee.	
(ii)	Permanent Account Number (PAN) of the Assessee if allotted by Indian Income Tax Department.	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others).	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident.	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable.	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable.	

2. I have obtained a certificate referred to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of _____ (name of country or specified territory outside India)

Signature: _____

Name: _____

Address: _____

Permanent Account Number or Aadhaar Number: _____

VERIFICATION

I, _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today _____ day of the _____

Signature of the person providing the information

Place: _____

Please Note: -

1. **Delete whichever is not applicable.*
2. *#Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.*
3. *Form No. 10F has to be furnished electronically under as per sub-rule (1) and sub-rule (2) of Rule 131 of the Income Tax Rules, 1962.*
4. *However, non-resident taxpayers not having PAN and not required to have PAN as they are exempted from mandatory electronic filing of Form-10 F till 31.03.2023. For which they need to submit a declaration declaring that they are "Non-resident Taxpayers who are not having PAN and not required to have PAN as per relevant provisions of the Indian Income Tax Act, 1961".*
5. Following steps may be followed for filing form 10F electronically: -
 - a. Click on the link- <https://www.incometaxindiaefiling.gov.in/home>
 - b. Login to the income tax portal using the login credentials
 - c. Click on tab E-File and select Income Tax Forms>File Income Tax Forms
 - d. Click on the tab Persons not dependent on any Source of Income (Source of Income not relevant)
 - e. Select Form 10F and select the assessment year for which it is required to be filed, click continue.
 - f. Fill the required details and attach Tax Residency Certificate (TRC)
 - g. Save the draft, Click on preview
 - h. Submit the form after verifying it

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

ANNEXURE-XIV

CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN

IN THE CONTEXT OF ENABLING NATIONAL ALUMINIUM COMPANY LIMITED (NALCO) TO COMPLY WITH ITS WITHHOLDING TAX OBLIGATIONS, UNDER THE PROVISIONS OF INCOME TAX, 1961, WE HERE WITH CERTIFY AND CONFIRM AS UNDER :

1. _____ (Name) is a Company/ Firm/ Person incorporated/ _____ established under the laws of _____ (Country) with its registered office situated at _____ (Address) ;
2. The above Company/Firm/Person is a tax resident of _____ (Country) and Non-Resident in India and holds a valid Tax Residency Certificate issued by Inland Revenue Authority of _____ (Country) with Tax Identification No _____ ;
3. The above Company/Firm/Person has / has no [tick as applicable] Branch Office/ Establishment in India which is involved in providing Services Independently to customers in India;
4. **[If applicable, else strike-off]** All activities in India are provided by _____ (Name of Indian Company/ Firm) to its Indian customers entirely from outside India and Indian Office of is not involved, directly or indirectly, in providing any services to its Indian customers in relation to such support activities;
5. **[If applicable, else strike-off]** No income accruing/ arising to the above Company/Firm/Person in India from activities is attributable, directly or indirectly, to the Branch Office in India.
(Strike-off whichever is not applicable)

Authorized Signatory

Date:

Place:

Company Seal

National Aluminium Company Limited
"up-gradation of Potline-4, Potline-2 and G9 Rectifier Control System of 220kV Conversion Substation"
at Smelter, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8-807&8-811/2023

STANDARD FORMATS

ANNEXURE-XV

FORMAT OF COST ANALYSIS

You are requested to furnish the following details:

- i. For the items offered to NALCO, the actual cost of production for similar items manufactured and supplied in the past.
- ii. Current cost of production by providing cost break-up as per below format.
- iii. Balance sheet for the last three years
- iv. Reduction in cost of production due to bulk Order quantity, particularly considering reduction of overhead.
- v. Price Fixation Policy followed by bidder's organization
- vi. Past supplied rates to other buyers along with copies of the contract/ purchase orders.

.....

Break-Up of Fixed Price Quotation		
Year of Quotation:		
Sl.	Particulars	Price (Currency _____)
1.	MATERIAL	
1.1	Imported <ol style="list-style-type: none"> i) Raw Materials Rejection (____% on (i)) ii) Bought Out items Rejection (____% on (ii)) Sub-total –1.1 	
1.2	Indigenous <ol style="list-style-type: none"> i) Raw Materials Rejection (____% on (i)) ii) Bought Out items Rejection (____% on (ii)) iii) Any other input cost factor (specify) Sub-total – 1.2 	
	Total - 1.1 + 1.2	
1.3	Freight & Insurance Charges {____% of (1.1 + 1.2) }	
1.4	Storage Handling Charges {____% of (1.1 + 1.2) }	
	Material Cost: Sub-total – 1	
2.	CONVERSION COST	
	Man-hours x Man-hour rate (MHR) Sub-total – 2	
3.	NON-RECURRING COST	Sub-total – 3
4.	SUNDRY DIRECT CHARGES	Sub-total – 4
5.	FINANCING COST	Sub-total – 5
6.	Total of Sub-totals (1 to 5)	
7.	Warranty Cost (____% of 6)	
8.	Total Cost (6 + 7)	
9.	Profit (____% of 8)	
10.	Selling Price (8+9)	

SIGNATURE _____
NAME _____
DESIGNATION _____

DATE:

BIDDER'S SEAL