

Company
NATIONAL ALUMINIUM COMPANY LIMITED
Smelter plant
759145 ANGUL
INDIA

RFx

Information	
Description:	NBC/MM/510/8000000871/2023
RFx number:	8400008441
PR No.:	8000000871

RFx rules

RFx currency: **INR**
Other permitted currencies: JPY, EUR, GBP, USD
Bidding procedure: **Restricted RFx**
Time zone: **CET**
Submission period: **20.02.2023 13:30:00- 14.03.2023 08:30:00**
Opening date: **14.03.2023 11:30:00**
Opening date of technical bid: **00:00:00**

RFx details

Item	Item category	Supplier product number	Delivery date/ Performance period
	Product no.	Description	Quantity
1	Material 25002250010	ELECT.FLEETER ASSY.WITH ENCODER WRM-01	27.02.2024 19:30:00 1 EA

Item long text:DETAILED NIT ATTACHED

INSTRUCTIONS TO BIDDERS

- 1.0 M/s. National Aluminium Company Limited (A Govt. of India Enterprise) invites on-line quotation for 'Electro Mechanical Fleeter Assembly with Main Shear Encoder of OTT Coiler for Wire Rod Mill-1 (WRM-01) at Smelter Plant, Angul, Odisha (India). 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** enclosed with this Tender Documents.

2.0 **CRITICAL DATES:**

Online NIT downloading, bid preparation and submission date : 20/02/2023, 18:00 Hrs. IST to 14/03/2023, 13:00 Hrs. IST

Date and Time of opening of the tender : 14/03/2023, 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 Bidders
- (iii) Annexure-I - Technical Specifications and Scope of Supply
- (iv) Annexure-II - Special Instructions to Bidders
- (v) Annexure-III - Standard Terms & Conditions of PO (Import)
- (vi) Annexure-IV - Special Terms & Conditions of PO - Import
- (vii) Annexure-V - Terms & conditions - erection & commissioning at Site
- (viii) Annexure-VI - Agreed Terms & Conditions (Imports)
- (ix) Annexure-VII - Price Schedule Format (Import)
- (x) Annexure-VIII - Proforma for Integrity Pact
- (xi) Annexure-IX - List of NALCO approved Banks and Bank Mandate Form
- (xii) Annexure-X - SA 8000 Format for compliance
- (xiii) Annexure-XI - Form No. 10F
- (xiv) Annexure-XII - Proforma for Declaration towards no permanent establishment
- (xv) Annexure-XIII - Format of Cost Analysis

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

- (i) Technical Specifications & Scope of work
- (ii) Price Schedule Format (Import)
- (iii) Special Instructions to Bidders
- (iv) Instruction to Bidders
- (v) Agreed Terms & Conditions (Import)
- (vi) Special Terms & Conditions of PO - Import
- (vii) Standard Terms & Conditions of PO (Import)

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 Bidders 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. Bidders 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 Bidders 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 Bidders, 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.
- 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.
- 8.6 Parties submitting tender on behalf of foreign principals/ manufacturers must submit their tender along with authorisation letter from their respective Principals/ manufacturers to represent them in INDIA. Offers received without a proper authorisation will be rejected.

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 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 Bidders, 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.
 - (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 bidders 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 Clause - 5.2.3.

The hard copy should be submitted in duly sealed envelope clearly super scribed **"Offer for Electrical Fleeter with Main Shear Encoder for Wire Rod Mill at Smelter Plant, Angul, Odisha (India), NIT NO. No. NBC/MM/510/8000000871/2023 (RFx No.: 8400008441)"**.

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

10.7 **Scanned Bids / Quotations through E-mail shall also be acceptable.**

10.8 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 MODIFICATION AND RE-SUBMISSION OF BIDS:

11.1 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. Bidders may withdraw their bids online within the end date of bid submission.

11.2 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.

11.3 No bid shall be modified subsequent to the due date and time or extension, if any, for submission of bids. Bidder(s) to note that unsolicited price changes (including changes in taxes, duties mentioned & their applicability) after submission of bid shall not be allowed.

11.4 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.

12.0 OPENING OF BIDS:

- 12.1 The BIDS shall be opened on the date and time specified in the Notice Inviting Tender (NIT) under critical dates.
- 12.2 Bidders 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. Bidders to note that only on-line bids will be considered for evaluation of offers.
- 12.3 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 Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.
- 12.4 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. Bidders, 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.

13.0 INTEGRITY PACT

- 13.1 The accompanying '**Integrity Pact**' in the **Annexure-VII** of tender documents is to be executed in two (02) originals.
- 13.2 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.
- 13.3 Bidders are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.
- 13.4 The Bidders should not change the contents of the Integrity Pact.
- 13.5 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.
- 13.6 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 bidders, 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.

- 13.7 At present, there is a panel of three 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,

(iii) Dr. Meeran C Borwankar, IPS (Retd.)

E-mail: mcborwankar@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.*

- 14.0 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**. Bidders should upload the scanned copy of the declaration with their on-line bid.
- 15.0 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's official letterhead duly signed by the authorised signatory with official seal. **Offer without this declaration are liable for rejection.**
- 16.0 Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest bidder only.
- 17.0 **BID VALIDITY:**
- 17.1 Bid shall be kept valid for acceptance for a period of **04 (four) months** from the final bid opening date. A bid valid for a shorter period may be considered as non-responsive and liable for rejection.
- 17.2 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.
- 17.3 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.
- 18.0 Technical specifications should be strictly as per the **Annexure-I 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.**
- 19.0 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.

- 20.0 The Questionnaire under the caption "Agreed Terms & Conditions (Import) / (Indigenous)" is to be duly filled in and submitted along with the offer.
- 21.0 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.
- 22.0 Foreign bidders to quote prices in **single** Foreign Currency preferably in **USD, GBP, EUR or JPY** only.

23.0 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.

24.0 NOTIFICATION OF AWARD

- 24.1 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.
- 24.2 Delivery period shall be counted from the date of LOI/ Brief Order/ Purchase Order.

25.0 ISSUE OF PURCHASE ORDER

- 25.1 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.
- 25.2 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.

26.0 CONTACTING THE OWNER

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 Please furnish name and address of the official to whom correspondence should be sent including telephone/ mobile number / fax number and e-mail id.

27.0 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-X) may please be filled up and sent along with the Bid.

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

28.1 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 Bidders or; any obligations to inform the affected Bidder or Bidders of the ground for the Owner's action.

28.2 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.

28.3 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.

29.0 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.

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ANNEXURE-I

TECHNICAL SPECIFICATIONS AND SCOPE

1.

Material Code	UOM	Quantity
25002250010	EACH	01

MATERIAL: ELECT. FLEETER ASSY. WITH ENCODER WRM-01

SPECIFICATION FOR ELECTRICAL FLEETER WITH MAIN SHEAR ENCODER, WIRE ROD MILL-01

A. ENCODER FOR MAIN SHEAR:

REPLACEMENT OF EXISTING PROXIMITY SWITCH OF THE MAIN SHEAR OTT COILER WITH AN ENCODER IN WIRE ROD MILL-01

SCOPE OF THE VENDOR:

01) THE NEW ENCODER IS TO BE INSTALLED ON THE MAIN SHEAR OF THE OTT COILER AS PER THE REFERENCE DRAWING NUMBER OF THE VENDOR: V358-1.

02) REQUISITE COMPONENTS FITTED WITH THE ENCODER ASSY. ARE AS MENTIONED IN THE REFERENCE DRAWING NUMBER: V358-1

03) MECHANICAL COMPONENTS NECESSARY FOR THE REPLACEMENT OF THE SYSTEM BASED ON TWO INDUCTIVE SENSORS WITH A NEW SYSTEM BASED ON ONE ENCODER.

04) ENCODER CABLE WITH CONNECTOR (LENGTH 40 METERS)

05) HIGH SPEED COUNTER MODULE

06) PROXIMITY SWITCH FOR THREADING COUNTER.

07) MANDATORY SPARE PARTS:

- I. ONE COILER-MAIN SHEAR ENCODER
- II. ONE ENCODER CABLE WITH CONNECTOR (LENGTH 40 METERS)
- III. ONE HIGH SPEED COUNTER MODULE
- IV. ONE PROXIMITY SWITCH FOR ENCODER OPERATION.

THE SCOPE OF NALCO SUPPLY INCLUDES:

01) INSTALLATION OF THE VARIOUS COMPONENTS.

02) MINOR MECHANICAL ITEMS REQUIRED TO FIT THE NEW COMPONENTS AND/OR MINOR MODIFICATION REQUIRED.

03) THE SUPPLY OF CABLES, THE INTERFACE SIGNALS TO THE NEW EQUIPMENT SUPPLIED AND THE NECESSARY MODIFICATION ON THE EXISTING ELECTRICAL CUBICLES/ PANELS.

B. ELECTRICAL FLEETER FOR OTT COILER:

SCOPE OF SUPPLY:

EACH COILER HAS TWO ROD FLEETERS, EACH OF THEM IS MADE BY A FLOOR STAND, ON WHICH THE ROD LAYER FLEETER IS MOUNTED, THE SLIDING GUIDES AND THE SYSTEM FOR THE TRAVERSE MOVEMENT.

THE EXISTING HYDRAULIC SYSTEM MUST BE REMOVED TO LEAVE ROOM FOR THE ELECTRIC FLEETER WHICH WILL BE SUPPLIED COMPLETELY MOUNTED (BUT NOT CABLED) ON THEIR SUPPORTS. THIS SOLUTION IS MADE TO REDUCE AS MUCH AS POSSIBLE THE UNAVAILABILITY OF THE LINE FOR THE INSTALLATION OF THE NEW SYSTEM.

THE FLEETER MOVEMENT IS CARRIED OUT THROUGH BRUSHLESS MOTORS.

THE EQUIPMENT IS MAINLY COMPOSED OF:

1. ONE BRUSHLESS MOTOR WITH FEEDBACK ENCODER & BRAKE. IT ALLOWS FLEETER CARRIAGE MOVEMENT.
2. ONE ENCODER MOUNTED ON THE SCREW OR MOTOR ENCODER SIGNAL. IT GIVES THE LINEAR POSITION OF THE FLEETER CARRIAGE
3. ONE ENCODER MOUNTED ON THE REEL SHAFT OR REEL MOTOR ENCODER SIGNAL. IT GIVES THE SPEED REFERENCE OF THE FLEETER MOTOR.
4. ONE PROXIMITY SWITCH TO RESET THE LINEAR PULSES COUNTER. IT PERMITS TO FIX A ZERO (0) LINEAR POSITION OF THE FLEETER CARRIAGE
5. ONE PROXIMITY SWITCH "THREADING POSITION". TO STOP THE FLEETER MOTOR IN CORRECT THREADING POSITION.
6. ONE PROXIMITY SWITCH "REEL CHANGE OVER". TO GIVE A SINGLE CUT ORDER AT THE END OF COILING WHEN THE FLEETER CARRIER IS IN CORRECT POSITION.

ADJUSTABLE PARAMETERS AVAILABLE FROM HMI FOR FLEETER ADJUSTMENT:

1. PITCH RATIO:

THE PITCH RATIO IS ADJUSTABLE FOR PRODUCING PITCH-TO-PITCH AND RANDOM COILS.

2. INTERNAL AND EXTERNAL OFFSET:

THE INTERNAL AND EXTERNAL OFFSETS ARE ADJUSTABLE FROM -20MM TO +10MM, TO INCREASE OR DECREASE THE FLEETER STROKE INBOARD WAY (INTERNAL OFFSET) AND OUTBOARD WAY (EXTERNAL OFFSET).

3. FLEETER MOVEMENT DURING COILING PHASE

i. THE FLEETER CARRIAGE IS IN THREADING POSITION. AT THE END OF THE THREADING PERIOD, THE THREADING FLAP MOVES UP. THE "UP" POSITION OF THE THREADING FLAP IS CONTROLLED BY A PROXIMITY SWITCH. WHEN THIS PROXIMITY SWITCH IS ACTIVATED, IT GIVES THE AUTHORIZATION TO START THE FLEETER IN THE OUTBOARD WAY.

ii. THE FLEETER STARTS AT THE END OF THE "REEL NUMBER OF TURN FOR FLEETER START" SETTING.

iii. THE FLEETER MOVES AND THE INTERNAL LINEAR COUNTER CONTROLS THE FLEETER CARRIAGE POSITION. WHEN THE FLEETER CARRIAGE REACHES THE END OF THE STROKE, IT AUTOMATICALLY STOPS AND WAITS FOR A REEL 0, $\frac{1}{4}$, $\frac{1}{2}$ OR $\frac{3}{4}$ OF TURN BEFORE RESTARTING IN THE INBOARD WAY (HMI SETTING PARAMETER).

iv. THE FLEETER MOVES IN THE INBOARD WAY, AND THE INTERNAL LINEAR COUNTER CONTROLS THE FLEETER CARRIAGE POSITION; WHEN THE FLEETER CARRIAGE REACHES THE ZERO(0) FLEETER CARRIAGE POSITION PROXIMITY SWITCH, THE INTERNAL LINEAR COUNTER IS INITIATED, AT THIS POINT, THE REMAINING STROKE TO DO IS 150MM + THE INTERNAL OFFSET.

v. WHEN THE FLEETER CARRIAGE ARRIVES AT THE END OF THE STROKE, IT AUTOMATICALLY STOPS AND WAIT FOR A REEL 0, $\frac{1}{4}$, $\frac{1}{2}$ OR $\frac{3}{4}$ OF TURN BEFORE RESTARTING IN THE OUTBOARD WAY (HMI SETTING PARAMETER). IT OPERATES LIKE DESCRIBED ABOVE UNTIL THE END OF THE COILING.

SUPPLY INCLUDES THE FOLLOWING COMPONENTS AND ACCESSORIES:

1. TWO FLEETERS ASSEMBLY
2. MOTOR DRIVES (ALLEN BRADLEY)
3. ONE PLC (ALLEN BRADLEY)
4. TWO ENCODERS TO ADD OR REPLACE OF THE EXISTING TACHOMETRIC DYNAMOS OF THE REEL MOTORS,
5. ONE ELECTRICAL CUBICLE (WHERE THE ELECTRICAL EQUIPMENT IS MOUNTED),
6. ONE CONTROL DESK FOR THE OPERATOR TO CONTROL THE FLEETERS' MOVEMENT ADJUSTMENT OR SOME PAGES TO ADD AT YOUR PLC (DATES EXCHANGE FOR COMMUNICATION AND INTEGRATION).

MANDATORY SPARES FOR ELECTRICAL FLEETER:

1. ONE SERVO MOTOR
2. ONE SERVO DRIVE WITH DOUBLE AXIS
3. ONE SERVO DRIVE POWER SUPPLY CARD
4. ONE REEL ENCODER
5. 02 NOS OF SAFETY LIMIT SWITCHES
6. ONE SERVO MOTOR CONNECTOR WITH CABLE LENGTH OF 30 METERS CONNECTED (FOR MOTOR TO DRIVE CONNECTION – ONE SET)
7. 02 NOS. TOOTHED BELT 480 L050 3/8
8. ONE SPRING TYPE PROFLEX 80-1800-120
9. ONE SPRING TYPE PROFLEX 80-1800-100

ENGINEERING SUPPLY:

1. PC/COMPUTER FOR PLC PROGRAMMING
2. COMPATIBLE PLC LOGIC & HMI SOFTWARES WITH NECESSARY LICENCES/DONGLE
3. SAFETY PLC (PILZ) LOGIC AND LICENSED SOFTWARE TO BE SUPPLIED WITH EDITABLE FEATURES. IF POSSIBLE ALL THE SAFETY LOGIC TO BE INCORPORATED IN THE ROCKWELL FLEETER PLC INSTEAD OF SEPARATE PILZ SAFETY PLC.

NALCO'S SUPPLY FOR PRESENT PLC MODIFICATION AND INTEGRATION:

1. FROM THE PRESENT PLC WILL BE NECESSARY TO ORGANIZE 8 CONSECUTIVES INPUT FREE OF POTENTIAL FOR EACH FLEETER
2. FROM THE PRESENT PLC WILL BE NECESSARY TO ORGANIZE 16 CONSECUTIVES OUTPUTS (RELAY) FREE OF POTENTIAL FOR EACH FLEETER
3. MODIFICATION OF PAGES IN THE EXISTING HMI FOR COMMUNICATE WITH NEW PLC AND FLEETER PRESETTING INFORMATION

ENGINEERING & DOCUMENTATION :

THE FOLLOWING DOCUMENTS, REFERRED TO THE EQUIPMENT INCLUDED IN SCOPE OF SUPPLY, WILL BE PROVIDED:

- GENERAL LAYOUT N.1 COPY
- FOUNDATION LAY OUT N.1 COPY
(FOUNDATION DRAWINGS WILL NOT INCLUDE STATIC CALCULATION)
- GENERAL ASSEMBLY DRAWINGS SUFFICIENT FOR INSTALLING THE NEW SUPPLIED EQUIPMENT: N.1 COPY
- ELECTRICAL CONNECTIONS LAYOUT : N.1 COPY
- MAINTENANCE GENERAL DRAWINGS (TIF FORMAT) N.1 SET AND 1 CD-ROM
- OPERATING AND MAINTENANCE MANUAL N.1 COPY
- FINAL SPARE PARTS LIST N.1 COPY
- ALL THE DOCUMENTS SHALL BE PROVIDED IN ACCORDANCE WITH STANDARD AND IN ENGLISH LANGUAGE. IT IS UNDERSTOOD THAT IT IS EXCLUDED THE SUPPLY OF MANUFACTURING DRAWINGS, SOFTWARE PROGRAM AND MORE IN GENERAL, WHATEVER PROPRIETARY KNOW-HOW.
- ALL THE DRAWINGS & MANUALS ARE TO BE SUPPLIED IN ENGLISH LANGUAGE ONLY. ALL THE NETWORK ROUTERS/SWITCHES, AUTHENTICATIONS MAY BE PROVIDED TO NALCO.

ON SITE TECHNICAL ASSISTANCE:

BOTH THE PROJECTS I.E. ENCODER FOR MAIN SHEAR & ELECTRICAL FLEETER ASSY. WILL BE COMMISSIONED AT THE SAME TIME, FOR WHICH TECHNICAL ASSISTANCE AS BELOW TO BE CONSIDERED:

THE TECHNICAL SUPERVISION AND ASSISTANCE TO NALCO'S PERSONNEL IN CHARGE OF THE EXECUTION OF THE PROJECT DURING THE FOLLOWING PHASES AND SEPARATE QUOTATIONS MUST BE SUBMITTED IN THIS RESPECT.

- NO-LOAD AND LOAD TESTS.
- FINAL COMMISSIONING.

WARRANTIES/GUARANTEES:

MATERIALS WILL HAVE A WARRANTY OF TWELVE (12) MONTHS FROM THE DATE OF THE SUCCESSFUL COMMISSIONING / COMMERCIAL OPERATION OF THE PLANT OF WHICH THE MATERIALS SUPPLIED OR THIRTY (30) MONTHS FROM THE DATE OF LAST SHIPMENT, WHICHEVER PERIOD SHALL FIRST EXPIRE, AND THE SELLER IS NOTIFIED THEREOF, AGAINST DEFECTIVE DESIGN, FAULTY MATERIALS OF CONSTRUCTION, POOR WORKMANSHIP AND UNSATISFACTORY PERFORMANCE.

FCA/ FOB DELIVERY PERIOD

WITHIN TWELVE (12) MONTHS FROM RECEIPT OF ORDER (AUGUST AND DECEMBER EXCLUDED) ALL EQUIPMENT AND MATERIAL EX-WORKS AND PACKED ACCORDING TO THE INTERNATIONAL FORWARDING PRACTICE FOR THE TYPE OF THE PRODUCTS DELIVERED

COMPLETION PERIOD FOR ON SITE TECHNICAL ASSISTANCE:

SUPPLIER WILL DEPUTE ONE MECHANICAL AND ONE ELECTRONIC ENGINEER/ TECHNICIANS FOR A PERIOD OF FIFTEEN (15) MAN-DAYS EACH FOR ONSITE SUPERVISION AND TECHNICAL ASSISTANCE. SUPPLIERS DEPUTED SITE ENGINEER/ TECHNICIANS WILL FUNCTION AS A SUPERVISOR. THE TOTAL PRESENCE OF SUPPLIERS ENGINEERS/ TECHNICIANS HAS TO BE CONSIDERED AS THE TOTAL NUMBER OF CALENDAR DAYS OF ABSENCE FROM SUPPLIER COUNTRY. SUPPLIERS ENGINEERS/ TECHNICIANS WILL KEEP SIX DAYS PER WEEK OF WORKING SCHEDULE FOR MAXIMUM 44 HOURS PER WEEK EACH.

BASIC NOTE:

PACKING LIST TO BE PROVIDED SEPARATELY FOR GENERAL SUPPLY ITEMS AND MANDATORY SPARES ALONG WITH THE OFFER AND DURING FINAL DELIVERY.

ANNEXURE-II

SPECIAL INSTRUCTIONS TO BIDDERS

- 1.0 The specification of the materials offered should be strictly as per Annexure-I - 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.
- 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 and commissioning spares, etc. and all other construction, installation and commissioning charges, etc. along with the taxes and duties for the same, as per scope of Technical Specifications and Scope of Work. However, vendor recommended two years O&M spares and consumables shall be considered as optional item which will not be considered for evaluation.
 - 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. (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 Bid evaluation for indigenous bidders shall be done considering GST Rates and HSN quoted by the bidder. GST Rates and HSN quoted by the bidder(s) shall be treated as final and bids shall be evaluated accordingly. Any higher rate of tax actually invoiced shall be adjusted in price.

1.1 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) | : 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.

3.4.1 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.

3.5 No deviation to terms & conditions of the bid documents is allowed. Further Non acceptance of following commercial clauses shall lead to rejection of bid:

3.5.1 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.

- 3.5.2 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.
- 3.5.3 Bidders are 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) Completion Schedule
 - (b) Period of validity of bid
 - (c) Guarantee / Warranty
- 4.0 ORDER OF PRECEDENCE:
In case of any difference between various sections of tender documents, the order of precedence shall be as follows:
- (i) Technical Specifications & Scope of work
 - (ii) Price Schedule Format (Import)
 - (iii) Special Instructions to Bidders
 - (iv) Instruction to Bidders
 - (v) Agreed Terms & Conditions (Import)
 - (vi) Special Terms & Conditions of PO - Import
 - (vii) Standard Terms & Conditions of PO (Import)
- 5.0 REFERENCE LIST
- The bidders are 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.
- 6.0 ENGAGEMENT OF AGENTS/MIDDLEMEN/INTERMEDIARY/CONSULTANTS/SERVICE PROVIDERS:
- 6.1 Any bidder, hereinafter referred as "Principal", who engages another entity (Individual/firm/organization) to function, on their behalf, as Agents/Middlemen/Intermediary/Consultants/Service Providers, hereinafter referred as "Agent", against any tender (single/limited/open) must disclose the name and address of such an agent in their offer or in course of tendering process prior to the placement of order by NALCO.
- 6.2 Agent shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status, including the extent of authorization and authority given to commit the Principal, being enjoyed by the agent and the commission/remuneration/salary/retainer-ship fee being paid by the principal to the agent before the placement of order by NALCO. Wherever the Agent is a foreign company, it shall be confirmed whether it is real substantial company and details of the same shall be furnished.
- 6.3 Wherever the Agent have communicated on behalf of their Principal, and the Principal has stated that they are not paying any commission to the Agent, and the Agent is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the Principal before the placement of order by NALCO.

- 6.4 Agent who submits offer, on behalf of their Principal, against a tender must submit Letter of Authority of the Principal specifically authorizing the agent to make such an offer.
- 6.5 No entity can be allowed to function as Agent on behalf of two Principals against any particular tender.
- 6.6 Failure to furnish correct and detailed information as called for in above paragraphs render the concerned offer liable for rejection or in the event of a contract materializing; the same is liable to termination by NALCO. Besides this, there would be a scope for imposing a penalty of banning business dealings with NALCO and/or payment of a named sum as damages.

ANNEXURE-III**STANDARD TERMS & CONDITIONS OF PURCHASE ORDER (IMPORT)****1.0 ACCEPTANCE OF ORDER:**

This Order is expressly conditioned on Seller's acceptance of all the terms and conditions hereof and constitute the entire agreement between parties hereto. With the acceptance of the Order, seller waives and considers as void all general sales conditions. The Seller shall sign, stamp and date one copy of the Purchase Order and return within seven days after receipt of Order copy to Purchaser as token of having accepted the order without reservation. Non return as above, however, will not be construed as non-acceptance, unless, there is an express, communication to that effect in writing by the Seller with specific reasons and details.

2.0 SUB-LETTING OF THE CONTRACT:

No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of Purchaser in writing.

3.0 PRICES:**3.1 FIRM PRICE:**

- (i) All prices are to be quoted on FOB port of shipment basis.
- (ii) Prices can be also quoted on any other mode viz. FCA/CFR/DDU/DDP etc.
- (iii) However, Seller shall confirm that quoted prices in any form shall be firm and subject to no escalation whatsoever till complete execution of order.

3.2 TRANSIT INSURANCE:

- (i) Price quoted shall exclude transit insurance charges from F.O.B. Port of Shipment or Airport as the same shall be arranged by the Purchaser. Therefore, all transit insurance charges only for inland transit up to F.O.B. Port of Shipment or Airport should be included by the Seller in their prices.
- (ii) Even when, CFR Indian Sea/Air Port prices are quoted alternatively as per specific requirement of the tender enquiry/NIT quoted prices shall exclude Insurance charges from FOB Port of Shipment to discharge Port in India which will be arranged and borne by the Purchaser.

3.3 BANK CHARGES/ STAMP DUTIES/ TAXES:

- (i) All Bank charges (including charges for confirmation of Letter of Credit if required by Seller and agreed to by Purchaser) and Stamp Duties payable in Seller's country in connection with the payment to be made under this Purchase Order shall be borne by the Seller. All Bank Charges and Stamp Duties payable in India shall be borne by the Purchaser.
- (ii) All Bank charges, taxes, duties and levies of any kind that may be payable up to the stage of putting the materials in F.O.B. position shall be borne by the Seller.
- (iii) All taxes and duties payable in India on the material shall be payable by the Purchaser, except income tax on supervision of erection and commissioning or any other technical services rendered in India, as applicable as per Double Taxation Avoidance agreement between Seller's country and India, which shall be borne by the Seller.

4.0 PAYMENT TERMS:

Unless specifically asked for and agreed between the parties for any other payment terms full payment to the Seller shall be made through an irrevocable Letter of Credit. The Seller shall furnish a contract-cum-performance bank guarantee in the prescribed proforma for the agreed value indicated and valid for the warranty/guarantee period vide clause 14 as well as for price reduction for delayed deliveries vide clause 8.2 hereof.

The Bank Guarantee shall be furnished along with the acceptance of Purchase Order to enable Purchaser to open irrevocable 'Letter of Credit'.

A certificate to the effect that nothing is due to the Seller from Purchaser (No dues Certificate / no claim certificate) shall form part of the documents to be submitted while claiming the final payment.

Any other payment terms e.g. on C.A.D. basis will be applicable only if mutually agreed upon.

5.0 SELLER'S SALES CONDITIONS:

Seller's standard Sales Conditions, if any, shall not be applicable to the offer and only the Purchaser's General Purchase Conditions shall apply with the exception of deviations specifically agreed between the Seller and the Purchaser and/or brought out in the Purchase Order.

6.0 COMPLETE AGREEMENT:

The Terms and conditions of the Purchase Order constitute the entire Agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Purchaser and the Seller.

7.0 IMPORT LICENSE:

Details of Import License shall be communicated prior to order finalization.

8.0 DELIVERY AND DELAYS:

8.1 CONTRACTUAL DELIVERY DATE:

Contractual delivery date is the date on which goods shall be delivered on F.O.B. Port of shipment or FOB Port of Dispatch by air or arrival at Port / Airport of Discharge in India based on the agreed terms stipulated in the Purchase Order.

8.2 PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:

In the event of delay on the part of the Seller in effecting deliveries as agreed contractually, Purchaser will levy a reduction in price for delayed deliveries @ ½% (half of one percent) of total F.O.B. value per week of delay or part thereof, subject to a maximum of 5% of undelivered portion/ total F.O.B. value (if the item(s) cannot be used unless full supply is made) or to cancel the Order and purchase the materials from alternative source at the risk and cost of the supplier. If the delay in delivery is due to Force Majeure, Purchaser shall be free to act in terms under Article 8.3 of the text.

8.3 CAUSES OF FORCE MAJEURE:

Delivery dates will be extended to the Seller without being subject to Clause "Price Reduction Schedule for Delayed Deliveries" in the event of force majeure within contractual delivery period. Only the following to the extent they affect the execution of this order will be considered cause of force majeure, acts of God (like earthquakes, floods, storms etc.) act of States/ Government, any direction or restriction imposed by Government of India which may affect the contract or the direct and indirect consequences of wars) declared or undeclared, hostilities, national emergencies, civil commotions and strikes(only those which exceed duration of ten continuous days) of Seller's complete factory and major power cuts for a consecutive minimum period of 30 days. The Seller shall immediately inform the Purchaser with certificate issued by Chamber of Commerce or statutory authorities) at the beginning and the end of all such impediments but in no case later than 10 days of the beginning and end of each cause of Force Majeure condition as defined above. It is understood that delivery dates will be extended only for the above mentioned impediments. The decision of the Owner regarding this shall be final and binding on Seller. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

9.0 DELAYS AND NON CONFORMANCE:

In case of Delivery schedule not being adhered to in progressing the manufacture or supply the Purchaser has the right to:

- (i) Cancel the order wholly or in part without any liability / cancellation charges and procure the goods from elsewhere, in which case the Seller shall make good the difference between the cost of goods procured elsewhere and price set forth in the order with the Seller.
- (ii) Hire for the period of delay the goods meeting the specifications from elsewhere at Seller's cost and risk.

In the event of rejection of non-confirming goods the Seller shall be allowed to correct the non-conformities without extension in delivery period. If Seller fails to do so within the stipulated time, the Purchaser shall have the right to take recourse to (i), (ii) above.

The fact of goods having been inspected by the Purchaser before receipt at Project Site shall not affect the Purchaser's right to reject non-confirming goods in any way. Besides, the Purchaser shall have the right to recover actual expenses incurred by Purchaser in installing and removing the non-confirming goods.

10.0 ALTERNATIVE ARRANGEMENTS:

If the Seller fails to fulfill the terms and conditions of the order, Purchaser shall have the right to procure the materials from any other party for execution/ completion of the contract and recover from Seller all charges/ expenses/ losses/ damages suffered by Purchaser, at the risk and cost of the Seller after giving 15 days' notice to the seller. This will be without prejudice to the rights of Purchaser for any other action including termination.

11.0 TERMINATION:

Purchaser shall have the right to terminate the contract by giving 60 days' notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, Purchaser will have right to terminate the contract by written

notice to the Seller. Purchaser shall have the right to terminate the contract or any part thereof by written notice to the seller in the event of any direction or restriction imposed by the Govt. of India which may affect the Contract.

12.0 INSPECTION-CHECKING-TESTING:

The materials or workmanship covered by the Purchase Order are subject to inspection and testing any time prior to shipment and/or dispatch and/to final inspection within a reasonable time after arrival at Site. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual dispatch before and after completion of packing. The materials shall be subject to inspection by Agencies as mentioned in the requisition and the Seller will also bear the expenses concerning preparation and rendering the tests required by such agencies nominated or Boiler Inspectorate or such other statutory testing agencies as approved by Purchaser as may be required.

Such inspection and subsequent non-performance shall in no way relieve the Seller of their responsibility or liability with respect to such materials nor prejudice the right of buyer to reject unsuitable material after arrival at the destination unless specifically stated to the contrary in the Order. Expenses relevant to the preparation and performance testing, inspection and the preparation of any test reports of certificates shall be borne by the Seller EXCEPT for the salaries, fees, traveling lodging and boarding expenses of Buyers representatives.

Before shipping or dispatch of the equipment and/or materials will have to be checked and stamped by Inspectors. However, such inspectors are authorized also to forbid the use and dispatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.

The Seller will have to inform Purchaser at least eight days in advance of exact place, date and time of rendering the equipment or materials for required inspection and provide free access to inspectors during normal working hours to Sellers or his/its sub vendor's works and place at their disposal all useful means of performing, checking, marking testing inspection and final stamping.

13.0 REVISIONS, CHANGES AND CANCELLATION:

The Purchaser may make any revisions or changes in Purchase Order including additions to or deletion from the quantities ordered. Claims for adjustment must be made within 15 days of revision/ cancellation being conveyed to the Seller. The effect of such changes or prices, delivery period and/or other terms and conditions may be settled through mutual agreement.

14.0 WARRANTIES/ GUARANTEES:

All goods or materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated on the order. No deviation from such specifications or alternations of these conditions shall be made without Purchaser's agreement in writing which must be obtained before any work against the order is commenced. All materials furnished by the Seller pursuant to this order (irrespective of whether engineering, design data or other information has been furnished reviewed or approved by Purchaser) are guaranteed to be of the best quality of their respective kinds (unless otherwise

specifically authorized in writing by Purchaser) and shall be free from faulty design, bad workmanship and defective materials.

Checking of Seller's drawings by the Purchaser/ Purchaser's representative and their approval and permission to ship or despatch the equipment and materials granted by inspectors shall not relieve the Seller from any part of this/its responsibilities of, proper fulfillment of the requirement. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time prior to twelve (12) months from the date of the successful commissioning / commercial operation of the Plant of which the materials supplied under this order from a part thereof, or thirty (30) months from the date of last shipment, whichever period shall first expire, and the Seller is notified thereof. Seller shall, at its own expense and as promptly as possible make such alternations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and fulfill the foregoing guarantees. Purchaser may, at its option, remove such defective materials, at Seller's expense, in which event Seller shall without cost to Purchaser and as promptly as possible furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed for a period of not less than thirty (30) months from the date of shipment.

In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings, data sheets or the terms of this order and rectification is required at Site, Purchaser shall notify the Seller giving full details of deficiencies. Accordingly, Seller shall attend the site within seven (7) days of receipt of such notice or as at an mutually agreed upon date to meet and agree with representatives of Purchaser the action required to correct the deficiencies. Should the Seller to fail to attend meeting at Site within time prescribed above, Purchaser shall immediately rectify the works/ materials and Seller shall reimburse Purchaser all costs and expenses incurred in connection with such trouble or defect.

15.0 NON ASSIGNMENT:

Any assignment of this Purchase Order or of the rights hereunder in any manner or under any certificate by operation of the law or, otherwise shall be void without prior written consent of Purchaser.

16.0 PACKING, MARKING & SHIPMENT:

Packing shall be able to withstand rough sea weather for the reasonable period as warranted by the nature of material and shall be commensurate with best commercial export practices. Similarly for air freighting packing shall confirm to IATA standards and regulations.

All packing, boxing, crating, marking and shipment shall conform to the specifications or requirements detailed in the respective attachment to the Order. The Seller shall be held liable for damage or breakage to the goods due to defective or insufficient packing or protection. The Seller shall not charge anything extra for such packing or any dues or levies on packing.

17.0 WEIGHTS AND MEASUREMENTS:

The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weight and measurements as given in the Purchaser's Purchase Order.

18.0 SPARE PARTS:

The Seller must furnish itemized priced list of spare parts required for two year's operation of the equipment, if asked for. The Seller shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as inter-changeability chart, wherever necessary and applicable.

19.0 RESPECT FOR DELIVERY DATES:

Time of delivery mentioned in the Purchase Order shall be essence of the agreement and no variation shall be permitted except with prior authorization in writing from the Purchaser. Goods should be delivered securely packed and in good order and condition, at the place and within the time specified in the Purchase Order for their delivery. By time of delivery, is meant the date on the Bill of Lading/Airway Bill at FOB/FCA Port of Dispatch.

20.0 PART ORDER:

Seller hereby agreed to accept part order at Purchaser's option without any limitation whatsoever.

21.0 REPEAT ORDER:

Seller agreed to accept Repeat Order (s) during a period of twelve (12) months from the date of original Purchase Order on same unit prices, terms and conditions as that of original Purchase Order.

22.0 RECOVERY OF SUMS DUE:

Whenever any claim against the Seller for payment of sums of money arises out of or under the contract, Purchaser shall be entitled to recover sums from any sums then due or which at any time thereafter may become due from the Seller under this or any other contract with the Purchaser and should this sum be not sufficient to cover the recoverable amount the Seller shall pay to the Purchaser on demand the balance remaining due.

23.0 NON WAIVER:

Failure of the Purchaser / Purchaser's representatives to insist upon performance of any of the terms of conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Seller in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Seller and shall not be deemed a waiver of any right of the Purchaser/Purchaser's representative to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revisions of the order by Purchaser's representatives act as waiver of the terms hereof.

24.0 TECHNICAL INFORMATION:

Drawing, specifications and details specifically developed for Purchaser shall be the property of the owner and shall be returned by the Seller on demand. The Seller shall not make use of drawings and specification for any purpose at any time save and except for the purpose of the Purchaser. The Seller shall not disclose the

technical information furnished to or gained by the Seller or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imported and supplied to the Seller by Purchaser shall at all times remain the absolute property of the Purchaser.

25.0 PATENTS, ROYALTIES, SELLER'S LIABILITY AND COMPLIANCE OF REGULATIONS:

Seller shall protect and fully indemnify the Purchaser from any claims for infringement of patents, copy right, trade mark of the like. Seller shall also protect and fully indemnify the Purchaser from any claims from Sellers workman/ employees, their heirs, dependents, representatives etc. or from any other person/ persons or bodies/ companies etc. for any act of commission or omission while executing the order.

Seller shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the Purchaser from any claims/penalties arising out of any infringement.

26.0 SUBSTITUTION AND WRONG SUPPLIES:

Unauthorized substitution of materials delivered in error of description or quality or supplied in excess quantity or rejected goods shall be returned to the Seller at the Seller's cost and risk.

27.0 SELLER DATA REQUIREMENTS:

The submission by the Seller to Purchaser of drawings and data documentation wherever applicable shall be an integral part of the order. The number of copies (re-producible and prints) and time limits for submitting these documents by the Seller shall be as specified in the Order. These requirements must be respected failing which the order will not be deemed to have been duly executed for all purposes.

28.0 ORDER OF PRECEDENCE:

In case of any difference between these conditions of order and special conditions, if any, referred to or incorporated in a particular order and the later shall prevail.

29.0 ARBITRATION:

In case of any dispute or difference arising out of the contract which cannot be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO, shall communicate/ cause to communicate, a panel of three names of persons to Seller/ NALCO as the case may be in this regard within 30 (thirty) days of notice of arbitration by the Seller/ NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The

Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.

30.0 JURISDICTION:

The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.

31.0 IMMUNITY TO GOVERNMENT OF INDIA:

It is expressly understood and agreed by and between the Seller and Purchaser i.e. M/s. National Aluminium Co. Ltd. (A Government of India Enterprise) that M/s. National Aluminium Co. Ltd. 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. is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The Seller expressly agrees, acknowledges and understands that M/s. National Aluminium Co. Ltd. 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, the Seller 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 in any manner, claims, cause of action or thing whatsoever arising of or under this agreement.

32.0 GENERAL:

Wherever applicable, definitions of trade terms shall be as per INCO TERMS latest edition revision.

ANNEXURE-IV

SPECIAL TERMS & CONDITIONS OF PURCHASE ORDER (IMPORTS)

1.0 PLACE OF DELIVERY:

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

2.0 PRICE REDUCTION SCHEDULE

The Clause No.- 8.2 - Price Reduction Schedule for delayed delivery of Standard Terms and Conditions of Purchase Order (Import) are partially modified as follows:

- a. The Contractor's liability for delay in completion shall not in any case exceed **five percent (5%)** of the total contract price.
- b. In the event that delivery of any Goods or Completion of any services will be delayed for any reason, stating the reason(s) for and the probable extent of such delay and will give detailed information whenever available in writing. Delivery period will be extended without any penalties to supplier, where the reason(s) for such delay is (are) not within the control of or foreseeable by supplier. In case the delay is attributable to supplier, PRS shall be levied @ 1/2% of the order value per full week of delay subject to maximum 5% of the Order Value, after a grace period of two weeks from the scheduled delivery date.

3.0 Clause No.- 20.0- PART ORDER and Clause No.- 21.0 – REPEAT ORDER of Standard Terms and Conditions of Purchase Order (Import) of Annexure-III stand deleted.

4.0 **PAYMENT TERMS** : Payment terms as stipulated under clause no. 4.0 of Standard Terms and Conditions of Purchase Order (Import) of Annexure-III is superseded as follows and will also be applicable as mentioned at Annexure-I of this NIT:

4.1 Supply Portion

- (a) 90% (Ninety percent) payment of basic supply value (FOB/ FCA basis) along with 100% (hundred percent) ocean/ air freight charges (*in case of CFR order basis*) shall be made against presentation of shipping documents through bank.
- (b) Balance 10% (Ten percent) of basic supply value shall be made against submission of simple invoice after successful installation and operation of supplied equipment against due certification by manager-in-charge of NALCO. In case the supplied equipment has not been installed and in operation within eight (8) months from the FOB/FCA date due to reason not attributable to the vendor, this payment will be released upon request by vendor and against submission of simple invoice.

The following documents are to be submitted for release of payment

- (i) Invoice
- (ii) Packing List
- (iii) Clean Bill of Lading (BL)
- (iv) Factory acceptance test, if any.
- (v) Guarantee/ warranty certificate

(vi) Country of origin certificate

4.2 Erection & Commissioning portion:

100% (Hundred percent) payment shall be made against submission of bills duly certified by Engineer-in-charge within 30 days after successful completion of site technical assistance.

NOTE:

- (i) All foreign currency payment to foreign bidder shall be released either 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.
- (ii) 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:
 - Tax Residency Certificate, IT PAN No. (if any), valid e-mail id, and valid telephone No. and Fax No.
 - 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.

5.0 GUARANTY/ WARRANTY

Guaranty/ warranty shall be as per Annexure-I of this NIT.

All other provisions of the Guarantee / Warranty conditions mentioned at Clause No.- 14.0 of Annexure-III – Standard Terms and Conditions of Purchase Order (Import) shall remain unaltered.

6.0 INSURANCE

The Clause No.- 3.2 - Transit Insurance of Standard Terms and Conditions of Purchase Order (Import) are partially modified as follows:

- 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/ FCA port of dispatch up to NALCO, Smelter Stores.
- 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.
- 6.8 At least two weeks before shipment/ dispatch, the seller shall send advance intimation to the insurance company with a copy to the Buyer at Bhubaneswar regarding anticipated shipment/ dispatch. Later on, within 48 hours of each shipment/ dispatch (if the day of shipment falls on the public/ weekly holiday then on the first working day thereafter), the seller shall send a cable to Insurance Company and buyer intimating full details of shipment giving the following details so that Insurance Company shall issue necessary insurance policy for the shipped material against Buyer's Open Policy.:

For Foreign vendor:

P.O. No., name of the commodity, Name of Vessel, Port of shipment, Port of discharge, date of departure of vessel, ETA (excepted time of arrival at Port of Discharge), weight of material, Bill of Lading No. and date, total value of consignment, etc.

The details of our insurance company as of now is as follows:

M/s. The oriental Insurance Company Limited
5149, Lewis Road,
Bhubaneswar, Odisha – 751014
Contact person: Mr. Sahadev Sahu
Mob: +91 832 8890 094
Phone: +91 674 2436 454
Fax: + 91 674 2432 293
E-mail: 345300@orientalinsurance.co.in, sahadevsahu@orientalinsurance.co.in

In case of change in the insurance company during execution of the contract, the same shall be intimated to the seller well in advance.

- 7.0 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.

- 8.0 Wherever submission of bank guarantee or contract-cum-performance bank guarantee (CPBG) wherever mentioned in Annexure-III of this NIT, the same stands deleted.

9.0 **LIMITATION 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 final payment 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.

ANNEXURE-V

TERMS AND CONDITIONS FOR ERECTION, TESTING, COMMISSIONING AT SITE

- 1.0 The mandays with per diem rate quoted for On Site Technical Assistance 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 The mandays with per diem 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 with maximum 44 hours per week.
 - (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 On Site Technical Assistance at site.
 - (iv) Selection of Foreign / Indian 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.
 - (vi) Charges for above activities of **Indian Vendor** shall be inclusive of Indian Income Tax. Indian Income Tax will be deducted from the bill amount & Tax Deducted at Source Certificate will be issued.

- 7.0 The charges of foreign vendor supervisory personnel shall be exclusive of applicable GST. Indian Vendors shall indicate the SAC code and the applicable GST rate for this activity in the price schedule. For Foreign vendors the same shall be borne by NALCO.
- 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 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 tools, tackles and consumables shall be arranged by vendor at his own cost.
- 10.0 Vendor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their representatives/ staff at their own cost and abide by all labour laws/ safety codes and statutory regulations and keep Owner indemnified in respect thereof.
- 11.0 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.
- 12.0 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.
- 13.0 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.
- 14.0 The contractor is required to arrange all handling equipment's for installation and commissioning at their cost.
- 15.0 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-XI) and declaration towards 'no permanent establishment' (Annexure-XII).

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-XI). 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.

ANNEXURE-VI

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

IMPORTANT

1. This questionnaire must be filled in against all Serial nos. & enclosed with the 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 i.e., Technical Specifications . (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/FCA & 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 as per tender documents	
	(d) Vendor recommended spares for two years normal operation and maintenance as per tender documents.	NA
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/ Air 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/ Air freight charges up to Kolkata sea port separately in the Price Schedule, please quote the same in terms of % of the quoted FOB price	
9.	Indicate Shipping weight (net and gross) including dimensions/ volume of consignments.	
10.	As soon as shipment / dispatch is made, the contractor shall intimate Nalco's 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 tender documents.	
14.	Confirm utility requirement wherever applicable are given in offer.	
15.	Confirm customer references are given in offer.	

National Aluminium Company Limited

"Electrical Fleeter with Main Shear Encoder" for Wire Rod Mill at Smelter Plant, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8000000871/2023

Sl. No.	Descriptions	Vendor's confirmation with details
16.	Confirm complete technical literature/ catalogue are being submitted along with offer.	
17.	Please indicate the HS 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.	Prices quoted must exclude transit insurance charges from FOB Port of Shipment or by Air as the same shall be arranged by the Purchaser. All Transit Insurance charges for inland transit up to FOB Port of Shipment must be included by you in your prices.	
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.	NA
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 four (04) 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.	NA
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 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	

National Aluminium Company Limited

"Electrical Fleeter with Main Shear Encoder" for Wire Rod Mill at Smelter Plant, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8000000871/2023

Sl. No.	Descriptions	Vendor's confirmation with details
	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.	NA
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.	Manufacturer's name & address	

Place:
Date:
Designation :

Signature:
Name :
Seal:

DEVIATION SCHEDULE TO TERMS & CONDITIONS OF PO (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 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.

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

SIGNATURE _____
 NAME _____
 DESIGNATION _____

DATE:

BIDDER'S SEAL

ANNEXURE-VII

PRICE SCHEDULE FORMAT

Bidder's Quotation No. _____ Date: _____

Name of vendor: _____

Currency of Quotation: _____

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

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

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
1.0	Design, Engineering, Manufacturing, Procurement, Inspection, Assembly, Painting, Testing at Supplier's works, Packing & Forwarding, Loading at Seaport / Airport and Supply of Main Equipments including 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.), Mandatory Spares (break-up to be furnished with unit prices, etc.), first fill of oil and lubricants/ oil (if any) and consumables as per Annexure-I i.e., Technical Specification and scope of supply of NIT on FOB Seaport of exit/ FCA basis (for imported components) in packed conditions for "Electrical Fleeter with Main Shear Encoder" for Wire Rod Mill at Smelter Plant, Angul, Odisha (India). MATERIAL: "ELECTRICAL FLEETER WITH MAIN SHEAR ENCODER" FOR WIRE ROD MILL Material Code: 25002250010 UOM: EACH (EA) Quantity: 01 All Other technical specification & scope shall be as per Annexure-I of this NIT.	
1.1(A)	Supply of Encoder for Main Shear: Replacement of existing Proximity Switch of the Main Shear OTT Coiler with an encoder in Wire Rod Mill-01 as per Annexure-I of this NIT on FOB Seaport of exit/ FCA basis	
1.1(B)	Supply of Mandatory Spare Parts for Encoder for Main Shear as per Annexure-I of this NIT on FOB Seaport of exit/ FCA basis	
1.2(A)	Supply of Electrical Fleeter for OTT Coiler in Wire Rod Mill-01 as per Annexure-I of this NIT on FOB Seaport of exit/ FCA basis	
1.2(B)	Supply of Mandatory Spare Parts for Electrical Fleeter for OTT Coiler as per Annexure-I of this NIT on FOB Seaport of exit/ FCA basis	
1.3	Others, if any, to complete the Scope (Please specify)	
1.4	Total (1.1 + 1.2 + 1.3)	
1.5	Ocean/ Air freight charges up to Indian Port (i.e., Kolkata) in containerized vessel on liner terms basis / in packed condition basis, as applicable.	
	SUB - TOTAL 1.0 (1.4 + 1.5) CFR Price	

Please provide the item wise break-up of major imported supply as per Annexure-I – technical specification & scope quoted at Sl. No.–1.1(A) & 1.2(A) above, as per the following format:

Sl. No.	Item Description	HSN Code	Qty	UOM	FOB/ FCA Price per Unit	Total FOB/ FCA price

Please provide the item wise break-up of the Commissioning and Start-up Spares, tools & tackles included in Sl. No.– 1.1(A) & 1.2(A) above, as per the following format:

Sl. No.	Item Description	HSN Code	Qty	UOM	FOB/ FCA Price per Unit	Total FOB/ FCA price

Please provide the item wise break-up of the Mandatory spares included in Sl. No.– 1.1(B) & 1.2(B) above, as per the following format:

Sl. No.	Item Description	HSN Code	Qty	UOM	FOB/ FCA Price per Unit	Total FOB/ FCA price

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

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
2.0	CHARGES FOR FOREIGN SUPERVISION OR ON SITE TECHNICAL ASSISTANCE AT NALCO SITE. Supervisor activities (in mandays with per diem rate) which includes deputation of one full time mechanical and one electronic engineer/ technicians/ supervisor personnel for supervision services at NALCO site for replacement of Electrical Fleeter with Main Shear Encoder for Wire Rod Mill at Smelter Plant, Angul, Odisha (India) as per Annexure-I of this NIT. Supervision 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) for maximum of 44 hours 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, if any.	
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	

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
	supervision activities)	
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 supervision activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week for maximum of 44 hours 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.	
2.3	Sub-Total (Total number or period of mandays X manday rate or per diem rate as indicated in 2.1 & 2.2 above)	
2.4	Indian Income Tax (Owner will consider Income Tax by grossing up at the prevailing rate).	BY NALCO
2.5	Indian GST as applicable on Supervision activity	BY NALCO
	SUB - TOTAL 2.0 (2.3)	

NOTES:

1. In the Price Schedule no column should be left blank.
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. Bidder shall submit Price break-up along with quantity and unit price as per the format given in the price schedule for.
6. 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.
7. In case of placement of order, NALCO reserves the right to convert order from FOB/ FCA 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.

Bidder's Signature:

Bidder's Stamp:

Date:

ANNEXURE-VIII

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. _____ (company name) represented by Mr./Ms. _____ (person name), 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 "**Electrical Fleeter with Main Shear Encoder" for Wire Rod Mill at Smelter Plant, Angul, Odisha (India)**" and the BIDDER/ Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

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

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such

information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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

Commitments of BIDDERS

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

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

4. Previous Transgression

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

5. Sanctions for Violations:

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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

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

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

6. Independent External Monitors (IEMs):

6.1 The BUYER has 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.

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.
- 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.

National Aluminium Company Limited

"Electrical Fleeter with Main Shear Encoder" for Wire Rod Mill at Smelter Plant, Angul, Odisha (India)

e-Tender Notice No. NBC/MM/510/8000000871/2023

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. _____

ANNEXURE - IX

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.

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.	BSO N 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

National Aluminium Company Limited
"Electrical Fleeter with Main Shear Encoder" for Wire Rod Mill at Smelter Plant, Angul, Odisha (India)
e-Tender Notice No. NBC/MM/510/8000000871/2023

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)

ANNEXURE-X

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)
• <u>Permanent</u>		
• 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

- 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?

-
-
- 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 Yes/No
- Forced labor, health & safety, working hours and remuneration of your suppliers

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

ANNEXURE-XI

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

ANNEXURE-XII

**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

ANNEXURE-XIII

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	
	i) Raw Materials	
	Rejection (____% on (i))	
	ii) Bought Out items	
	Rejection (____% on (ii))	
	Sub-total –1.1	
1.2	Indigenous	
	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