

**INSTRUCTIONS TO BIDDERS (ITB)**

**PROJECT: ALUMINA 5<sup>TH</sup> STREAM REFINERY**

**OWNER / PURCHASER: National Aluminium Company Ltd. (Nalco)**

**CONSULTANT: thyssenkrupp Industrial Solutions (India)  
Private Limited  
(tkIS-India)**

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<b>RFQ (MR) Number: 6695-PPM-G00-EC-0129</b>
<b>Date: 27.03.2023</b>
<b>For: SS Pipes</b>
<b>Due Date for Submission of Bids: On or Before 24.04.2023 at 15.00 Hours IST</b>
<b>Date of Opening of Technical-Unpriced Bids: 26.04.2023 at 16.00 Hours IST</b>
<b>Address for submission of Bids: Please refer the details mentioned elsewhere in this document.</b>
<b>Mode of Submission of Bids – Please refer the details mentioned elsewhere in this document.</b>
<b>Required Delivery Period: Within 5 (Five) Months (progressively in lots) from the date of Nalco's Brief Order of Acceptance(BOA) - On FOT Despatch Point Basis, for Indian Bidders. Please refer Sr no 5.c of Annexure M (ATC) for delivery schedule.</b>
<b>Mode of Submission of Bids applicable for this RFQ: Bidder shall submit the Bids through the CPP Portal as per Clause No. 3.4 of this document (ITB). The Bidder should adhere to the enclosed Annexure-Q – Instructions to this document (ITB), for submission of E-Tendering .</b>
<b>Payment Terms applicable for this RFQ: Please Refer Clause No. 2 of Special Purchase Conditions.</b>
<b>*Important Note: As soon as the Bidder uploads their Bids in the CPP Portal, they should send a snapshot of the CPP Acknowledgement by email to Consultant at the mail IDs mentioned elsewhere in this RFQ(MR) / Bidding Document.</b>

## INSTRUCTIONS TO BIDDERS (ITB)

### 1. INTRODUCTION

- 1.1. M/s National Aluminium Company Limited (Nalco) having its Corporate Office at Bhubaneswar, Odisha is a premier Public Sector Undertaking and a Navaratna Company, under the administrative control of Ministry of Mines, Government of India owns and operates a large integrated Mines-Alumina-Aluminium complex in India.

As a part of its growth plan Nalco is planning to set up one more Stream (5th Stream) in its Alumina Refinery at Damanjodi. The stream capacity would be 1.0 MTPA.

At port facilities, Visakhapatnam one Alumina silo of capacity 25000 MT and one Caustic Soda tank of capacity 5000 MT shall be constructed for export of Alumina and import of caustic soda liquor respectively.

- 1.2. Nalco (i.e. the Owner) has appointed thyssenkrupp Industrial Solutions (India) Private Limited (tkIS-India) (Formerly Uhde India Private Limited), as their EPCM Consultant & PMC for LSTK Packages (hereafter referred to as Consultant or tkIS India). The technology for the Alumina refinery expansion is being provided by M/s RTAIL (Rio-Tinto Alcan Limited).
- 1.3. thyssenkrupp Industrial Solutions (India) Private Limited, (i.e. the Consultant) on behalf of National Aluminium Company Ltd. (Nalco) invites bids against the above RFQ. These Instructions to Bidders (ITB) are being issued by thyssenkrupp Industrial Solutions (India) Pvt. Ltd., for and on behalf of M/s. National Aluminium Company Ltd (Nalco) i.e. the Owner. These ITB, the documents listed therein and the technical specifications enclosed are a part of the above referred RFQ, and may become a part of any Purchase Order that might result from submission of a Bid in response to this RFQ. All Purchase Orders will be issued by Nalco and all payments will be made only by Nalco.
- 1.4. The issue of the RFQ and these documents shall not automatically create any relationship, contractual or otherwise, between Nalco / tkIS India and the Bidder. Nalco / tkIS India shall not be liable for any costs and expenses incurred by the Bidder in the preparation and submission of a Bid.
- 1.5. Bidders shall submit the bid directly and in their own name without involving any intermediaries.
- 1.6. The Bidder shall carefully study the provisions contained in the RFQ and specifications and quote his prices accordingly. The RFQ together with all its attachments thereto including these ITB shall be considered to be read, understood and accepted by the Bidder, unless deviations are specifically stated separately by the Bidder in the format provided in the bid document. Failure to furnish all information required by the RFQ or submission of a Bid not substantially responsive to the RFQs in every respect will be at Bidder's risk and may result in the rejection of the Bid. Bidder shall submit their bid as per technical-specifications and terms and conditions of this RFQ.
- 1.7. The Bidder shall bear all costs associated with the preparation and delivery of its bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. The Owner (Nalco) / Consultant (thyssenkrupp Industrial Solutions (India) Pvt. Ltd) shall in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

- 1.8. The following documents form a part of the RFQ:

- 1.8.1. These ITB (along with the enclosures listed therein)
- 1.8.2. The Special Purchase Conditions (SPC) (along with the enclosures listed therein)
- 1.8.3. General Purchase Conditions (GPC) of Nalco:  
(i) General Purchase Conditions (Indigenous)
- 1.8.4. Technical Specifications (along with the enclosures listed therein)

#### 1.8.5. Vendor Co-ordination Procedure

#### 1.8.6. Price Schedule Formats

### 2. AMENDMENT TO RFQ:

- 2.1. At any time prior to the deadline for submission of bids as well as up to priced bid opening, the Owner / Consultant may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the RFQ by way of an Addendum/Amendment.
- 2.2. Any Addendum / Amendment thus issued shall be part of the RFQ and shall be binding on all Bidders.
- 2.3. The Bidders will be required to acknowledge receipt of any such Amendment/Addendum to the RFQ. Bidders shall confirm the inclusion of Amendment/Addendum in their bid and shall follow the instructions issued along with the Amendment/ Addendum. Failure of the Bidder to submit Bid without taking cognizance of Amendment / Addendum issued by Owner / Consultant shall render the Bid liable for rejection.
- 2.4. Bidders shall examine all the RFQ documents thoroughly and inform the Owner / Consultant of any apparent conflict, discrepancy or error, so that the Owner / Consultant may issue appropriate clarification(s) or amendment(s), if required.
- 2.5. The Owner / Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

### 3. PREPARATION / SUBMISSION OF THE BIDS

- 3.1. The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders. The bids shall be submitted strictly as per these instructions.
- 3.2. Under Conventional Mode of Bid Submission as per the RFQ instructions, the Bid shall be submitted in two parts as under: **(NOTE: CONVENTIONAL MODE OF BID SUBMISSION IS NOT APPLICABLE TO THIS RFQ)**. Bidder to refer Clause number 3.4 below for the mode of Bid Submission.

PART – 1            Techno-commercial and Unpriced Bid (in a separate sealed envelope)  
PART – 2            Priced Bid in separate sealed envelope

- 3.2.1. Techno-commercial and Unpriced Bid (PART-1) will contain the following documents in 1 (one) original and 3 (Three) copies (4 sets in all). Bidder shall also submit one soft copy of the Techno Commercial Unpriced Bid (in CD) along with the techno commercial unpriced bid.

- (i) Format of “Agreed Terms & Conditions (ATC)”, duly filled in, signed and stamped by the Bidder.
- (ii) **Integrity Pact as per the enclosed format**, duly filled in, signed and stamped by the Bidder.
- (iii) **Earnest Money Deposit (EMD) is not Applicable to this RFQ.**
- (iv) Unpriced copy of the Price Schedule Format duly marked as “Quoted “in all the line items of the Price Schedule Format (PSF), and duly signed and stamped by the Bidder.
- (v) Schedule of Unavoidable Deviations, if any, to this RFQ, as per the format enclosed with this document.
- (vi) Any Annexures enclosed with these documents which are required to be filled in by the Bidder and enclosed with the techno-commercial and unpriced bid, as per the RFQ instructions.

(vii) The Guidelines for Bidder's sharing the land border with India are enclosed with this RFQ. Bidder should submit the Declaration (as per the enclosed format) along with their techno-commercial unpriced Bid.

(viii) Any other document which are required to be filled in by the Bidder or required to be submitted by the Bidder, and enclosed with the techno-commercial and unpriced bid, as per the technical specifications enclosed with this RFQ (e.g.: Technical Questionnaire etc.)

### 3.2.2. PART -2 Priced Bid shall consist of:

(i) All Price Schedule Formats enclosed with this RFQ, duly filled in, signed and stamped by the Bidder. Price bid shall be submitted in the "CPP PORTAL ONLY" as per the BOQ format enclosed with the RFQ

This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

The priced Bid shall be submitted in original plus one copy in a separate sealed envelope, duly signed and stamped on each page, superscripting on the envelope "**PRICE BID – DO NOT OPEN**". In case of any correction, the Bidder shall neatly strike through the original figure and write the corrected figure and put its signature and stamp. Correction fluid/ Eraser fluid is not allowed for making any correction.

~~3.3. Both the sealed envelope containing the techno-commercial unpriced bid and the sealed envelope containing the priced bid shall be further put in another sealed envelope duly super scribed with RFQ No. reference and name of the Project, to be delivered in a sealed envelope with the cut out slip duly pasted on it. (NOT APPLICABLE TO THIS RFQ)~~

The Bidder shall submit his Bid at the following address:

~~thyssenkrupp Industrial Solutions (India) Pvt. Ltd.,~~

~~Uhde House, LBS Marg, Vikhroli West, Mumbai – 400 083, India~~

~~Attn: T.S. Bharadwaj / Abhay Budgude – Procurement Department~~

~~Tel: +91 22 4047 8509 / 4047 8493~~

The bidder shall mention the following in Bold on both the Priced Bid Envelope and the Unpriced Bid Envelope:

**"NALCO 5<sup>TH</sup> STREAM REFINERY EXPANSION PROJECT**

**RFQ (MR) NUMBER:**

**FOR:**

The Bidder shall also mention on the envelopes whether it is the Techno-Commercial Unpriced Bid or the Priced Bid.

In the case of the envelope containing the Priced Bid, the Bidder should mention in Bold "**Sealed Priced Bid**".

3.4. However, in the case of E-Tendering, i.e. where the Bids have to be submitted through the CPP Portal as per the instructions of the RFQ, then the bids shall be submitted as under:

The Bidder should submit the Bids in Part-1 & Part-2 as mentioned below, in the CPP Portal, within the stipulated Bid Submission due date & time. **E-Tendering is applicable to this RFQ.**

~~3.4.1. The bidder is required to submit digitally signed bids. The Bidder shall submit his Bid along with all documents in the CPP Portal. The Bidder shall also separately submit certain documents including EMD Bank Guarantee in Original wherever RFQ stipulates for submission of EMD, (or Proof of Payment of EMD if EMD amount is paid by way of RTGS/NEFT to Nalco's Bank Account), Integrity Pact (in original) if Integrity Pact is stipulated in the RFQ, to NALCO within three days from the stipulated due date and time for submission of Bids. The documents shall be submitted at the following address:~~

**National Aluminium Company Limited (NALCO Corporate Office, Bhubaneswar),  
Nalco Bhavan, P/1, Nayapalli, Bhubaneswar – 751013, Odisha, India  
Attn: Mr. Siddhartha Das/ Ms. Madhumita Sahoo / Mr. Sudesh Ku Patnaik (Materials)  
Contact No.: +91 0674 2300013 / 2300976 / 2301550.**

**The Bidder should also adhere to the enclosed Annexure-Q -Instructions to for submission of E-Tendering**

**The RFQ also includes the Price Schedule Formats. The priced Bid in the Excel BOQ corresponding to the price schedule formats shall be uploaded (submitted) only on the CPP Portal.**

**Bidder should also ensure to submit the various documents mentioned in Clause Number 3.2.1 (Sr No. i to viii) along with their techno-commercial unpriced Bid, in the CPP Portal.**

~~3.4.2. However, the guaranteed utility consumption figures to be quoted by the Bidder as per the RFQ instructions. Hence, the Price Schedule Format for the Guaranteed Utility Consumption Figures should be submitted ONLY in Hard Copy in a separate sealed envelope at the office of the NALCO HQ (Bhubaneswar) above on or before the due date and time of bid submission. The Sealed Envelope containing the duly stamped and signed Price Schedule Format of the Guaranteed Utility Consumption Figures shall be superscripted with the RFQ Number and the words "Priced Schedule Format for Guaranteed Utility Consumption Figures – DO NOT OPEN)". Bidder should NOT upload or submit this particular PSF on the CPP Portal. (Not Applicable to this RFQ)~~

~~3.4.3. Similarly, Bidder should submit the Price Schedule Format for One Year Operation and Maintenance Spares on or before the due date and time of bid submission ONLY in Hard Copy in a sealed envelope at the above address. Bidder should Not upload this PSF in the CPP Portal (Not Applicable to this RFQ)~~

3.5. The bidder shall fill in their prices only in the Price Schedule Format attached to the RFQ. Price submitted in any other schedule or in any other form shall be liable for rejection.

3.6. The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.

3.7. Deviations to terms and conditions, presumptions etc. shall NOT be stipulated in the Price part of bid and the price bids shall also not contain any stapled slips. In case any conditions or deviations are stipulated in price bids or the price bid containing any stapled slips, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation.

3.8. Bidders must ensure submission of prices without any erasures or corrections. Use of correction fluid for correcting the rates is banned. Wherever rates are corrected with correction /erasing fluid and bids are invited on overall basis then those bids shall be rejected. However, if the bids are invited on line item basis and if the correction is done on a particular line item, then that line item will be rejected.

3.9. Cutting and corrections in the bid document should be avoided and if it is unavoidable, it should be kept at the bare minimum and it should be neatly cut and re-written without over- writing and use of erasing/correction fluid. All corrections should be duly signed by the bidder.

3.10. Nalco reserves the right to accept or reject the offer either in part or full wherever correction /erasing fluid is used.

#### **4. PERIOD OF VALIDITY OF BIDS**

- 4.1. Bids shall remain valid for Four (04) months from the due date or extended due date (if any) for submission of Bid (BDD).
- 4.2. ~~However, in the case of Package Units involving supply, erection, testing & commissioning at site, the Bids shall remain for six (06) months from the due date or extended due date (if any) for submission of Bid.~~
- 4.3. In case any bidder offers shorter validity than required in RFQ and seeks to revise prices on being asked to meet validity requirement as per RFQ, the offer of such shall be rejected.

#### **5. LATE BIDS/ UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE**

- 5.1. Any bid received by Nalco / tkIS India after the deadline for submission of the bids (including any extension(s) hereof) will be declared "Late" and rejected.
- 5.2. Unsolicited bids will not be considered for opening / evaluation / award. Bids being submitted to address other than one specifically stipulated in the RFQ will not be considered for opening / evaluation / award unless otherwise specifically permitted by in writing by Nalco or tkIS India.
- 5.3. Following Bids are called unsolicited Bids:
  - 5.3.1. Bids received from parties to whom RFQ has not been sent or addressed to, except those to whom the RFQ has been forwarded by the addressee to quote on their behalf.
  - 5.3.2. Suo motto revised bids submitted by bidders after opening of bids in case of single part tender. This applies to both techno-commercial and price bids in case of two-part bidding.
  - 5.3.3. Suo motto revised bids submitted by bidders after opening of techno-commercial bids in case of two parts tender.
  - 5.3.4. Un-called for tenders/offers submitted by bidders after negotiation.

#### **6. LANGUAGE OF BID**

- 6.1. The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with the Owner/Consultant shall be in English Language alone. Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.
- 6.2. In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

#### **7. EARNEST MONEY DEPOSIT (NOT APPLICABLE TO THIS RFQ)**

- 7.1. Wherever submission of EMD is stipulated in any RFQ, then the following conditions shall apply for submission of EMD:
  - 7.1.1. The Bidder shall submit the Earnest Money for the amount as stipulated in the RFQ. The EMD may be submitted in the form of a Bank Guarantee, and if the EMD is submitted by way of a Bank Guarantee, then the EMD Bank Guarantee shall be in the Format enclosed with the RFQ and from any NALCO's Approved Bank listed in the RFQ. The EMD Bank Guarantee shall be valid for a period of eight months from the due date of submission of Bid. The Bidder shall submit the EMD Bank Guarantee along with his Techno Commercial / Unpriced Bid. The offers received without EMD will be rejected.

7.1.2. Foreign bidder may submit EMD in form of Bank Guarantee in any one of the foreign currencies i.e. USD/ GBP/ EURO / JPY equivalent to the INR value of EMD. The value of Foreign Currency shall be calculated based on RBI reference exchange rate published by FBIL (Financial Bench Marks India Pvt Ltd) on the floating date of the Bidding Document

7.1.3. A letter from the bank issuing the EMD BG, that this is a confirmed BG and that it holds validity till the dates stipulated in the BG should also be submitted. The following Note must also be adhered to

Note:

Further, any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank Branch in Bhubaneswar. Accordingly, the following clause has to be inserted in the existing BG Format for EMD / SD / Contract / Advance Payment in the following style :

***"We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751xxx"***

In the case of Foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

7.2. However, payment in RTGS/NEFT mode directly to NALCO account shall also be acceptable. The bank details for payment of EMD in RTGS/NEFT mode is given below:

SBI ACCOUNT NO. - 10044880013

SBI BRANCH CODE - 09817

SBI IFSC CODE - SBIN0009817

If payment of the EMD amount is made by RTGS/NEFT, then proof of such payment shall be enclosed with the Techno-Commercial Unpriced Bid.

7.3. The Public Sectors, Government agencies and the Firms registered with DGS&D/NSIC /District Industries Centres (DICs) / Khadi & Village Industries Commission(KVIC)/ Khadi & Village Industries Board (KVIB)/Coir Board/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (for the product for which they are registered ), others for which specific exemption has been granted by NALCO such as Ancillary Industries etc. and all start-ups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, Govt. of India are exempted from payment of EMD, subject to submission of documentary evidence for waiver of entitling them to such exemption. The Bidder shall submit such documentary evidence along with his Techno-Commercial / Unpriced Bid.

7.4. The EMD will be returned to all unsuccessful bidders within one week after finalization of the Contract. The EMD of the successful bidder will be returned after they accept the Contract and submit the Contract performance bank guarantee (in case the PBG is to be submitted as per the RFQ terms).

7.5. EMD of the successful bidder shall be retained if the bidder fails to deposit the requisite CPBG. In such a case, the differential amount towards SD/CPBG and EMD may be deducted from the bills of the Vendor, which amount may be released after receipt of the SD/CPBG. Moreover, in case of nonfulfillment of the Order, the EMD shall stand forfeited.

## **8. SPARES (Not Applicable for this RFQ(MR))**

~~8.1. Prices of all Mandatory Spares, all Commissioning Spares and all Special tools and Tackles, as specified in the RFQ, shall be included by the Bidder in their quoted FOB/ FOT Despatch Point / FCA International Airport of Exit Prices.~~

~~8.2. The FOB / FOT Despatch point / FCA prices quoted by the Bidder shall be inclusive of the cost of Mandatory Spares. The list of Mandatory Spares required to be supplied by the Vendor for the above equipment are to be~~

~~mentioned in the enclosed Price Schedule Format. The BOQ in the Price Schedule Format is a Price Break up of the Mandatory Spares included by the Bidder in the FOT Despatch point price of the above equipment. The Bidder shall mention the unit rate for these Mandatory spares in the enclosed BOQ on FOB / FOT Despatch Point Prices. Nalco may, at their discretion, avail the EPCG benefit for Mandatory Spares. The Bidder should submit the above BOQ electronically as mentioned in Clause 3.4.3 above.~~

~~8.3. The FOB / FOT Despatch point / FCA prices quoted by the Bidder shall be inclusive of the cost of Commissioning Spares and all Special Tools & Tackles. However, in the Price Schedule Format, the Bidder shall also furnish the list of Commissioning Spares and all Special Tools & Tackles along with the quantity but without mentioning the unit rates of Commissioning Spares and all Special Tools & Tackles which they have included in their quoted FOB/FCA/ FOT Despatch Point Prices. However, the Bidder shall be fully responsible and no additional cost shall be paid by Nalco in case commissioning spares/ special tools & tackles over & above those quoted by Bidder are required. In RFQs where the bids have to be submitted by the bidders in hard copy, the above mentioned list of Commissioning Spares with quantity shall be furnished by the Bidders along with their Priced Bid itself. However, in RFQs where the Bidders have to submit their Bids through the CPP Portal, the Bidders should submit the above mentioned list of Commissioning Spares and all Special Tools & Tackles with quantity electronically as mentioned in Clause 3.4.3 above.~~

~~8.4. Bidders are requested to also quote the item wise unit rates for their recommended one year operation and maintenance spares. These unit rates shall be all inclusive as delivered at Nalco Site / VizagPort (as applicable) excluding GST. These unit rates will not be considered for price bid evaluation. These unit rates shall remain valid for a period of year from the due date (or extended due date, as the case may be) of opening of the technical-unpriced bid. However, in RFQs where the Bidders have to submit their Bids through the CPP Portal, the Bidders should submit the above mentioned list of one year O&M Spares with unit rates, electronically as mentioned in Clause 3.4.3 above.~~

## **9. BID OPENING**

9.1. In the case of Bidding by conventional mode as per the RFQ, (i.e. offer submission in physical mode), the OWNER/CONSULTANT will open the Techno-Commercial Unpriced Bids at the Consultant's office, in the presence of Bidder's representative(s) who choose to attend and are present, duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend and are present shall sign an attendance sheet evidencing their attendance. **(NOT APPLICABLE TO THIS RFQ)**

9.2. In the case of submission of bids through e-tendering mode as per the RFQ, the Bids have to be submitted on e-mode as per the respective RFQ instructions. The techno-commercial unpriced bids shall be opened as per Owner's e-tendering procedure in Owner's office in the CPP Portal. Bidders may witness the same on CPP portal at their respective places.

9.3. Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. The Price Bid opening shall be done on e-tender portal or by conventional mode, as applicable, as per the procedure mentioned above. The date and time for opening of price bids will be separately intimated by the Owner or Consultant.

## **10. PART ORDER**

10.1. Owner reserves the right to place Part Order where there is more than one-line item in a RFQ.

10.2. Any charges quoted extra as lump sum or in percentage terms (such as freight, etc.) shall be applicable pro-rata on value basis in the event of part order.

## **11. FIRM PRICES**

Prices quoted in the Bid shall remain Firm and Fixed and valid until contractual delivery / contractual completion period. ~~except in the specific cases where Price Variation Clause with Price Variation Formula has been incorporated in the RFQ.~~

## **12. CHARGES FOR INSPECTION AND TESTING**

- 12.1. The quoted prices shall be inclusive of charges for all inspection and all testing as the requirements of the RFQ. However, for inspection and testing to be done by Nalco / tkIS India, the travel, lodging, boarding, insurance and local conveyance expenses of Nalco / tkIS India's personnel shall be borne by Nalco / tkIS India respectively.
- 12.2. Wherever inspection and /or testing is carried out by a Third Party Inspection Agency (TPIA) approved by Nalco, as per the RFQ, the bidders' quoted price shall be inclusive of the charges of the Third Party Inspection Agency, in addition to all inspection and testing charges as per the RFQ. The list of Third Party Inspection Agencies approved by NALCO are as under:

Lloyds Register  
Bureau Veritas  
DNV  
TUV India Private Limited / TUV Nord / TUV Sud / TUV Rheinland.

Vendor may select any of the above mentioned NALCO approved TPI Agencies to carry out the inspection and testing.

The TPIA charges shall be paid by Vendor directly to the TPI Agency. Bidder's quoted prices shall be inclusive of TPI charges and the charges for all inspection and all testing requirements specified in the RFQ.

- 12.3. In case of IBR requirements, the Bidders' quoted prices Must be inclusive of IBR inspection charges.

When IBR requirement is specified in the RFQ for Overseas (foreign vendors), the overseas (foreign) vendor shall use only IBR (Indian Boiler Regulation Authority) nominated agencies abroad for getting the IBR certification.

- 12.4. In case any bidder quotes extra for TPI charges or charges for all inspection and testing specified in the RFQ, his offer is liable to be rejected.

## **13. CURRENCIES OF BID**

- 13.1. Indian Bidders shall quote only in Indian Rupees. Price variation due to variation in Foreign Exchange Rate / variation in Rate of Customs duty shall be to the Bidder's account only, and not to Nalco's account.

## **14. INTEGRITY PACT**

Integrity Pact is as per the RFQ, Bidder is required to submit the Integrity Agreement in the format enclosed with the RFQ, duly signed and stamped along with the unpriced offer. Non-Submission of Integrity Pact may lead to rejection of the Bid.

## **15. OWNER'S RIGHT TO ACCEPT / REJECT ANY BID**

The Owner/Consultant reserves the right to accept or reject any bid or to annul the bidding process, or reject any/and or all bids at any time prior to award of the Order, 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 Owner/Consultant's action.

## **16. EXECUTION OF NON-DISCLOSURE AGREEMENT (IF APPLICABLE)**

In case NDA is applicable to any RFQ, the Bidder shall be required to submit the Non-Disclosure Agreement (NDA) as per the format enclosed with the RFQ. Non submission of NDA /Refusal to sign NDA shall make the offer as non-responsive and such offer shall not be further evaluated.

**NDA is NOT APPLICABLE TO THIS RFQ.**

## **17. ONE BID PER BIDDER**

A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid in a specific RFQ will cause all the proposals in which the bidder has participated to be disqualified. Alternative price bids are not acceptable.

## **18. HOLIDAY LISTING**

If any vendor is on the holiday list of Consultant, then such vendor may not be considered for issue of RFQ. If any vendor has been put on such holiday list after issue of the RFQ, then their offer may not be considered for further evaluation or award.

## **19. COMPLIANCE TO RFQ DOCUMENT**

Bidder shall submit the compliance to the RFQ document as per the format attached to this document. Non-compliant bids may be rejected and clarifications may not be sought if sufficient compliant bids are received.

## **20. PACKING, MARKING & SHIPPING (PMS) GUIDELINES**

All Equipment, Materials, Goods, Packages, Items etc. covered under the RFQ shall be packed as per the Technical Specifications and Guidelines attached with the RFQ.

## **21. TERMS & CONDITIONS OF POST WARRANTY COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (PWCAMC)**

**Not Applicable to this RFQ(MR)**

Refer attached Annexure to this document.

## **22. INFORMATION REQUIRED FROM FOREIGN SUPPLIERS / CONTRACTORS**

**Not Applicable to this RFQ.**

22.1. It is mandatory for the foreign supplier/contractor to furnish the following information in case his receipts are subject to tax deduction at source in India:

- (a) PAN Number as per the Indian Income Tax requirements failing which the Supplier/Contractor 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.
- (b) Tax Residency Certificate (TRC) containing prescribed particulars as per the format enclosed with this document, from the Government of foreign country in order to claim the benefits of DTAA (Double Taxation Avoidance Agreement) as per the Indian Income Tax requirements failing which the relief under DTAA will not be available and consequently applicable rate as per Indian Income Tax Act will be 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.
- (c) In addition to TRC, bidder in order to claim the benefits of DTAA shall also submit additional information in form number 10F (enclosed with this document). Form 10F has to be signed & verified by the assessee himself.

22.2. If some information is already contained in TRC, the bidder shall not be required to provide that information in Form No. 10F but even then Form No. 10F is required to be provided by the bidder.

22.3. However, the bidder may write Not Applicable in the relevant column in case that information is already contained in TRC.

22.4. The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier.

## 23. REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

### **(Not Applicable for this RFQ)**

- 23.1. All Foreign nationals coming to India for execution of Projects/ Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:
- (a) Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
  - (b) Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
  - (c) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs.
  - (d) Any other norms as applicable / as may be intimated to the Vendor from time to time.
- 23.2. Bidders are advised in their own interest to check latest Visa rules from Indian Embassy / High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

## 24. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 24.1. Nalco / tkIS India will examine the bids to determine whether they are complete, and whether the bids are generally in order.
- 24.2. Prior to the detailed evaluation, Nalco / tkIS India will determine whether each bid is of acceptable quality, is generally complete and is responsive to the RFQ Documents. Bidders are requested to submit the offer in line with terms and conditions provided in RFQ document without taking any deviations. It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the RFQ, and will not stipulate any deviations. Should it, however, become unavoidable, deviations should be separately and specifically stipulated only in the prescribed Annexure enclosed. Owner / Consultant reserve the right to reject as non-responsive any bid containing unacceptable deviation(s). **Deviations mentioned anywhere other than in the enclosed prescribed format shall not be taken cognizance of.**
- 24.3. Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the RFQ Document and such changes are incorporated through an Addendum / Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Addendum / Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the RFQ document, and Bidders would not be eligible for submission of Price Implication/Revised Price.
- 24.4. Bidders to note that Non-acceptance or deviation to price reduction clause (PRS clause) and 3% Performance Bank Guarantee clause is rejection criteria.
- 24.5. The Bidders are required to adhere to the following provisions of the RFQ failing which their bid may be liable for rejection:
- (i) Bid Validity Period
  - (ii) Scope of Supplies / Scope of Work as per the provisions of the RFQ
  - (iii) Proforma of Bank Guarantees
  - (iv) Submission of Price Bid in accordance with the price schedule format enclosed with the RFQ.
  - (v) Nalco's GPC and SPC-ITB.
  - (vi) Defect Liability Period (Guarantee Period) and associated clauses thereunder of the RFQ including clauses related to defective parts and materials.
  - (vii) Delivery schedule mentioned in the RFQ

- (viii) Submission of Integrity Pact as per Nalco's Format (wherever submission of IP is specified in the RFQ)
- (ix) Adherence to the Technical specifications enclosed with the RFQ.
- (x) Submission of Price Bid based on the terms and conditions specified in the RFQ.
- (xi) Part Order Clause

24.6. The bids may also be rejected on the grounds of any other rejection criteria as may be specified RFQ.

## 25. EVALUATION CRITERIA FOR COMPARISON OF PRICED BIDS:

The prices will be evaluated considering all of the following:

### **IMPORTED SUPPLIES (Foreign Currency) (Not Applicable to this RFQ)**

1	FOB International Sea Port of Exit Price including all inspection and testing charges and all commissioning & all mandatory spares (Note : in case the materials are sent by Air then it will be FCA International Airport of Exit price)INCOTERMS 2010	As quoted by Bidder
2	Firm Ocean Freight up to Indian Sea Port / Firm Air Freight up to Indian Airport (in case materials are sent by Air)	As quoted by Bidder
3	Total CFR Indian Sea Port Price (Note: if materials are sent by air, then it will be the total of FCA price plus the firm airfreight up to Indian Airport)	Total of Sl. No. 1+ 2
4	Marine Insurance	0.02% of above Sl. No. 3
5	Sub-total (CIF) / ( CIP: if materials are sent by Air)	Sl. No. 3 + Sl. No. 4
6	Customs duty	0% under EPCG Scheme
7	Social Welfare Surcharge	@ 10% on Sl. No. 6
8	Total including Customs Duty & SWS	Sl. No. 5+6+7
9	IGST	As applicable on Sl. No. 8
10	GST Compensation Cess (If applicable)	Merit rate shall be considered on Sl. No. 8
11	Landed cost	Sl. No. 8+9+10
12	Customs Clearance, Port handling and Inland transportation up to Nalco Site/Vizag-Port	3% on Sl. No. 11
13	Total Price	Sl. No11 + 12
14	Technical loadings, if any( on FOB /FCA Price)	Refer the formula (if any) mentioned in the RFQ.
15	Commercial loadings, if any	On FOB /FCA Price (i.e. on Sl. No.1 above)
16	Total after loading	Sl. No. 13+ 14+ 15
17	Less, Input tax credit	(-9)
18	Total Comparable Price	Sl. No. 16+17

**Note:**

Bidders Must quote Firm Ocean Freight Charges Upto Kolkata or Visakhapatnam Seaport / Firm Air Freight charges upto Kolkata Airport. In case a Bidder does not quote Firm Ocean / Air Freight charges, then the offer of such Bidder shall be evaluated considering the maximum freight quoted by another bidder from that region. In case there is no other offer from that region, then the bidder's offer shall be evaluated considering the ocean / air freight estimated by Nalco/tkIS India based on the rates quoted by shipping agency (preferably Shipping Corporation of India) / airline (as applicable).

**FOREIGN SERVICES (Foreign Currency) (Not Applicable to this RFQ)**

1	Training Services or Site Supervision Services or Any other Services such as PWCAMC etc. quoted by the Bidder in Foreign Currency ( as per the requirements of the RFQ)	As quoted by Bidder
2	IGST( which will be borne by Nalco on Reverse charge basis)	As applicable on Sl. No.1 above
3	GST Compensation Cess (If applicable) ( which will be borne by Nalco on Reverse charge basis)	Merit rate shall be considered on Sl. No.1 above
4	Withholding tax which will be paid by NALCO	As Applicable on Sl. No.1 above
5	Commercial loading, if any	On Sl. No. 1 above
6	Total after loading	1+2+3+4+5
7	Less Input Tax Credit	(-2)
8	Total Comparable Price	6+7

**INDIGENOUS SUPPLIES (INR)**

1	FOT Despatch Point Price, including P&F charges, all Inspection and testing charges, and all commissioning & all mandatory Spares	As Quoted By Bidder
2	Firm Freight Charges up to Nalco's Damanjodi Site / <del>Visakhapatnam Port</del>	As Quoted by Bidder.
3	Total FOT Site / <del>FOT Vizag Port Price</del>	Sl. No. 1 + Sl. No.2
4	IGST / CGST & SGST	As per Merit Rate on Sl. No. 3 above
5	GST Compensation Cess (If applicable).	As per merit rate on Sl. No. 3 above
6	Total Landed Cost	Sl. No. 3 + 4 + 5
7	Insurance to be borne by NALCO	@ 0.02% on Sl. No. 6 above
8	Technical loadings, if any (on FOT Despatch Point Price )	<b>Not Applicable for this RFQ</b>
9	Commercial loading, if any	On FOT Despatch Point Price (i.e. on Sl. No. 1 above)
10	Total after loading	Sl. No. 6+7+8+9
11	Less, Input Tax Credit	(-4)
12	Total Comparable Price	Sl. No. 10 + 11

**Note:**

Freight Charges: Bidders Must Quote Firm Freight charges up to Nalco Damanjodi Site / ~~Visakhapatnam Port~~. If a Bidder does not quote freight charges, then their offer will be loaded with maximum of the freight charges

as quoted by the other bidders of the same region. In case there is no other offer from that region, then the bidder's offer shall be evaluated considering estimation by Nalco/tkIS India.

**INDIGENOUS SERVICES (INR) (Not Applicable to this RFQ)**

1	Training Services or Site Supervision Services or <del>Any other Services such as PWCAMC etc.</del> quoted by the Bidder in INR( as per the requirements of the RFQ)	As quoted by Bidder
2	IGST / CGST & SGST	As Applicable on Sl. No. 1 above
3	GST Compensation Cess (If applicable)	Merit rate shall be considered on Sl. No. 1 above
4	Commercial loading, if any	On Sl. No. 1 above
5	Total after loading	1+2+3+4
6	Less Input Tax Credit	(-2)
7	Total Comparable Price	5+6

**Notes common to both Overseas (Foreign) and Indian Bidders:**

- A. DELETED
- B. DELETED
- C. Price loading on account of payment terms quoted by the Bidder which are at variance with the payment terms stipulated in the SITB will be loaded @ 10% per annum for the relevant period.
- D. Any Suo moto revision in prices after opening of the techno-commercial unpriced bids is not acceptable.
- E. Prices for Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC), if any mentioned in RFQ, shall be considered for evaluation. However, Purchase order for PWCAMC shall be placed separately by Nalco. The vendor shall quote the prices for PWCAMC all-inclusive except for GST which will be paid extra by Nalco in case of INR offer for PWCAMC. **(Not Applicable to this RFQ)**.
- F. Purchase Preference clause is enclosed with the RFQ.
- G. Any differential in Indian taxes and duties will be cost loaded on case to case basis. However, if a supplier states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable as on the date of bid opening.
- H. Cost loading in respect of utilities etc. will be done as per respective RFQ stipulation. **(NOT APPLICABLE TO THIS RFQ)**
- I. **Line wise L1 philosophy will be followed for priced bid evaluation for this RFQ (MR)**

**26. PRICE NEGOTIATION**

Owner reserves the right to conduct price negotiations with the lowest bidder.

**27. Quantity Tolerance**

Quantity Tolerance clause shall be as mentioned in the document titled "TECHNICAL REQUIREMENTS FOR PIPES, FITTINGS, FLANGES, GASKETS & FASTENERS" forming a part of the Technical Volume of the RFQ. Price adjustment shall be applicable on the actual quantity supplied within the tolerance limit, instead of the quantity mentioned in the BOA.

## **28. NOTIFICATION OF AWARD**

- 28.1. In the event of Order placement, the Owner will notify the same to the successful bidder(s) by issuing the Brief Order of Acceptance (BOA). The issue of Brief Order of Acceptance will constitute the formation of the Order.
- 28.2. The contractual Delivery Schedule shall commence from the date of Brief Order of Acceptance.
- 28.3. The BOA will contain the price, delivery and other salient commercial terms and conditions. Bidder will be required to confirm receipt of the same by returning "Copy of the BOA" duly counter signed and stamped by the bidder as a token of Acceptance within a maximum of 7 days to Owner and Consultant, failing which the same shall be deemed as accepted. On receipt of the acceptance without any deviation/condition, detail Purchase Order will be issued. The same be returned duly counter signed and stamped by the bidder as a token of Acceptance, to Owner and Consultant, without any condition/deviation.

## **29. PURCHASE PREFERENCE**

Any guideline issued by Government regarding purchase preference to be followed. Presently MSME/ start-ups are eligible for purchase preference. Start-ups is not applicable for LTE. Guidelines for MSME / start-ups are given in the Annexure enclosed with this document.

Government of India's present guidelines on procurement policy for "Make in India" is as per the details mentioned in the Annexure enclosed with this document.

## **30. REPEAT ORDERS**

Nalco reserves the right to place Repeat Order within 12 months of placement of original Purchase Order. The total item value under repeat order shall not exceed 100% of original Order item value.

## **31. DEFINITIONS**

These definitions are in addition to the definitions mentioned in Nalco's General Purchase Conditions:

- i. "NALCO" means M/s National Aluminium Company Limited having its registered office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneshwar-751 013, Odisha, and includes its successors and assignees.
- ii. "Consultant" means thyssenkrupp Industrial Solutions (India) Pvt. Ltd., engaged by NALCO, having its registered office at Uhde House, L.B.S. Marg, Vikhroli (West), Mumbai-400 083
- iii. "Supplier/Vendor/ Seller" means any person, company, firm or body who is engaged by NALCO, or to whom the Purchase Order or Brief Order of Acceptance is issued by NALCO, for supply of goods / equipment/materials and/or rendering of services, as applicable, and includes its successors and assignees.
- iv. "Project" means Expansion of Alumina Refinery at Damanjodi for implementation of 5th Stream with an annual production capacity of 1 Million Tonnes with related expansion of Port Facility at Visakhapatnam.
- v. "Bidder/Tenderer" means any person, company, firm or body who submits their Offer against a RFP/RFQ/ Bidding Document issued by Consultant/NALCO.
- vi. "RFP" / "RFQ" / "Bidding Document" means the document published by NALCO in the Central Public Procurement Portal (CPPP) and/or in NALCO's web site and/or in Consultant's web site and/or issued by NALCO/Consultant to Bidder, including all the documents listed therein, and any subsequent addenda / amendments issued by NALCO/Consultant, based on which Offer is to be submitted by the Bidder.
- vii. "Bid/Offer" means the proposal or Offer submitted by Bidder against a RFQ/RFP/ /Bidding Document to supply goods and/or materials, and/or render services, strictly in accordance with the provisions of the RFQ/RFP/Bidding Document.
- viii. Engineer-in-Charge shall mean the Engineer-in-charge at Site nominated by Owner/Consultant.

- ix. "Instructions to Bidders" (ITB) shall mean the documents describing the manner in which the Bidder shall prepare and submit his Bid / Offer.

The definitions shall apply to all the expressions defined above whether expressed wholly in capitals or partly in capital or with the first letter in capital or wholly in ordinary letters. Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and vice-versa, and the singular shall include the plural and vice-versa.

## **32. INTERPRETATION OF CONTRACT DOCUMENTS**

- 32.1. The several Contract Documents forming the Contract (Purchase Order) are to be read together as a whole and are to be taken as mutually explanatory.
- 32.2. Should there be any doubt or ambiguity in the interpretation of the Contract documents or in any of them, the Supplier shall, prior to commencing the relative supply or work under the Contract, apply in writing to Owner for resolution of the doubt or ambiguity. Should the Supplier fail to apply to Owner within 7 days from the date of receipt of the Purchase Order for its clarification as aforesaid, the Supplier shall perform the relative work and/or make the relative supply at his own risk and cost and in full compliance with the Purchase Order.
- 32.3. Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but shall not govern the meaning or import of the clauses there under appearing or confine or otherwise affect the interpretation thereof.
- 32.4. Subject to the above provisions, if conflicts between the documents comprising the Contract (i.e. Purchase Order) arise, the following shall prevail in the order stipulated below:
- i. Purchase Order
  - ii. Brief Order of Acceptance (BOA)
  - iii. Addenda / Corrigenda to the RFQ
  - iv. Technical Specifications
  - v. Applicable Codes and Standards
  - vi. Special Purchase Conditions
  - vii. Price Schedule Formats
  - viii. Instructions to Bidders
  - ix. General Purchase Indigenous
  - x. Other documents
- .....

**ANNEXURE-A**  
**PROFORMA OF DECLARATION OF HOLIDAY LISTING**

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

**In the case of a Proprietary Concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. .... which is submitting the accompanying Bid / Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner are currently placed on holiday list declared by Consultant, except as indicated below:

(Give particulars of holiday listing and in absence thereof state "NIL").

I, hereby do further declare that the following notice(s) have hitherto been issued against proposed action for holiday listing and/or the following action for holiday listing has hitherto been taken, as the case may be, by Consultant in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the managing partner.

<b><u>No. and Date of Show-cause Notice of Holiday Listing</u></b>	<b><u>Period of Holiday Listing</u></b>	<b><u>Present Status</u></b>
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(State 'NONE' if there is no such notice or action).

**In the case of a Partnership Firm**

We, hereby declare that neither we, M/s. .... submitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a Managing Partner, are currently placed on Holiday List declared by Consultant, except as indicated below:

(Give particulars of holiday listing and in absence thereof state "NIL").

We \_\_\_\_\_ hereby further declare that the following notice(s) have hitherto been issued against proposed action for holiday listing and or the following action for holiday listing has hitherto been taken as the case may be, by Consultant against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as Managing Partner of any firm.

<b><u>No. and Date of Show-cause Notice of Holiday Listing</u></b>	<b><u>Period of Holiday Listing</u></b>	<b><u>Present Status</u></b>
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(State 'NONE' if there is no such notice or action).

**In the case of Company**

We hereby declare that we are not currently placed on any holiday list declared by Consultant, except as indicated below:

(Give particulars of holiday listing and in absence thereof state "NIL").

We, \_\_\_\_\_ hereby do further declare that the following notice(s) have hitherto been issued against proposed action for holiday listing and / or the following action for holiday listing has hitherto been taken, as the case may be, by Consultant against the Company.

**No. and Date of Show-cause  
Notice of Holiday**

**Period of Holiday  
Listing**

**Present Status**

**(State 'NONE' if there is no such notice or action).**

It is understood that if this declaration is found to be false in any particular, NALCO / Consultant, shall have the right to reject my / our bid, and, if the bid has resulted in a contract, the contract is liable to be terminated.

**Place: .....**

**Signature of the Bidder.....**

**Date: .....**

**Name of the Signatory .....**

**ANNEXURE-B**  
**LIST OF APPROVED BANKS**

**1. LIST OF PSU BANKS**

Sr. No	Name of the Bank
1	Allahabad Bank
2	Andhra Bank
3	Bank of Baroda
4	Bank of India
5	Bank of Maharashtra
6	Canara Bank
7	Central Bank of India
8	Corporation Bank
9	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

**2. LIST OF PRIVATE BANKS**

Sr. No	Name of the Bank
1	HDFC Bank Ltd.
2	ICICI Bank Ltd.
3	Axis Bank Ltd.
4	Kotak Mahindra Bank Ltd.
5	YES Bank
6	IndusInd Bank Ltd.
7	The Federal Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.
9	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.

### 3. LIST OF FOREIGN BANKS

Sr. No.	Name of the Bank	BIC
1	Abu Dhabi Commercial Bank Limited	ADCB AE AA
2	Australia & New Zealand Banking Group Limited	ANZB AU 3M
3	Bank of America NA	SOFA US 3N
4	Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM
5	Bank of Ceylon	BCEY LK LX
6	Barclays Bank PLC	BARC GB 22
7	BNP Paribas	BNPA FR PP
8	Citibank N.A.	CITI US 33
9	Commonwealth Bank of Australia	CTBA AU 2S
10	Credit Agricole Corporate & Investment Bank	BSUI FR PP
11	Credit Suisse AG	CRES CH ZZ
12	DBS Bank Ltd.	DBSS SG SG
13	Deutsche Bank AG	DEUT DE FF
14	Doha Bank	DOHB QA QA
15	FirstRand Bank Ltd.	FIRN ZA JJ
16	Industrial Bank of Korea	IBKO KR SE
17	Industrial & Commercial Bank of China Limited	ICBK CN BJ
18	JP Morgan Chase Bank	CHAS US 33
19	KEB Hana Bank	KOEX KR SE
20	Krung Thai Bank Public Company Ltd.	KRTH TH BK
21	Mashreqbank PSC	BOMLA EAD
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	NOSCCA IT
31	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32	The Hongkong and Shanghai Banking Corp.Ltd.	HSBC HK HH
33	The Royal Bank of Scotland PLC	RBOS GB 2L
34	United Overseas Bank Ltd.	UOVB SG SG
35	Westpac Banking Corporation	WPAC AU 2F
36	Woori Bank	HVBK KR SE

**ANNEXURE-C**  
**TAX RESIDENCY CERTIFICATE (TRC)**

**(Not Applicable to this RFQ)**

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 by 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;

**ANNEXURE-D**  
**FORM No. 10F**

**(Not Applicable to this RFQ)**

[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..... son / daughter of Shri..... in the capacity of..... (designation) do provide the following information, relevant to the previous year..... \* in my case/in the case of..... for the purposes of sub-section (5) of \* section 90 /section 90A:-

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	
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	

I have obtained a certificate 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: .....

### **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 the..... day of.....

Signature of the person providing the information

Place: .....

### **Notes**

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.

**ANNEXURE-E**  
**DECLARATION BY THE BIDDER**

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

We ..... (Name of Bidder) hereby represent that we have gone through and understood the RFQ (including but not limited to) the Technical requirements & Technical Specifications and Commercial requirements, and that our Bid has been prepared accordingly in compliance with the requirements stipulated in the said documents.

SIGNATURE OF BIDDER: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

COMPANY SEAL: \_\_\_\_\_

**NOTE: This declaration should be signed by the Bidder's representative who is authorized to sign the Bid.**

**ANNEXURE-F**  
**SPECIAL PACKAGING REQUIREMENTS (FOR FOREIGN SUPPLIES)**  
**Not Applicable to this RFQ.**

RFQ No:

ITEM:

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phyto-sanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/mPP<sup>3</sup>PP for 16 hours at 21° C and above or any equivalent thereof or heat treatment (HT) at 56 °C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.

**ANNEXURE- G**  
**INTEGRITY PACT AND COVERING LETTER**

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

**A. Integrity Pact:**

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format, and submit the same duly signed on all pages by the Bidder's Authorized Signatory in a separate sealed envelope along with EMD and other document at the address specified in ITB. Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of its Holding Company / Consortium members shall individually sign Integrity Pact (IP) and shall be submitted in a separate sealed envelope before stipulated Project Proposal submission time at the address specified in Data Sheet. Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP)' shall lead to outright rejection of Project Proposal as being non-responsive and shall not be opened.

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

**B. Independent External Monitors (IEMs)**

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

NALCO has a panel of Independent External Monitor (IEM), the details are as follows:

(i) Dr. Meeran C Borwankar IPS (Retd.)

C 10/5, Vasant Vihar

New Delhi-110052

E-mail: [mcborwankar@gmail.com](mailto:mcborwankar@gmail.com)

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

A 4/1, Vasant Vihar, New Delhi - 110057

e-mail: [ranjan.archana@gmail.com](mailto:ranjan.archana@gmail.com)

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

C 2603, Sushant Lok - 1, Gurgaon, Haryana - 122002

e-mail: [deepakrishan@gmail.com](mailto:deepakrishan@gmail.com)

Bidder may write to the IEM through E-mail only for matters related to the Integrity Pact giving details of the Tender reference, name of the Tender issuing officer and Nalco's Unit for quick identification of the Tender by the IEM.

2. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO including that provided by the Bidder. The Bidder will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of its Holding Company / Consortium members/Sub Contractors with confidentiality.
3. Tender Inviting Authority is the Nodal Officer for necessary coordination in this regard:
4. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall encash the Contract Performance Bank Guarantee/Performance Guarantees, in accordance with Section 6 of Integrity Pact.'

5. The Earnest Money shall be valid for eight months from the due date of submission of bid. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the OWNER, including warranty period
6. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

## PRE CONTRACT INTEGRITY PACT

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

### General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2022, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar-751013, Odisha, India (referred to as NALCO) acting through Shri \_\_\_\_\_ (with designation of the Officer) (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS the BUYER proposes to procure \_\_\_\_\_ and the BIDDER/Seller is willing to offer/has offered the stores and

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

### NOW THEREFORE

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

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

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

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

## **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

## **Commitments of BIDDERS**

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

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

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

- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

**4. Previous Transgression**

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

**5.. Sanctions for Violations :**

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

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

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

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

## **6. Independent External Monitors (IEMs):**

6.1. The BUYER has 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](http://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 him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. **Facilitation of Investigation:**  
In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. **Law and Place of Jurisdiction:**  
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. **Other Legal Actions:**  
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
10. **Validity:**
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same

shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD,NALCO.

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

For & on behalf of

For & on behalf of

**BUYER**

**BIDDER**

Name of the Officer:

Designation:

Company: NALCO

Official Seal

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

Witness

1. \_\_\_\_\_

2. \_\_\_\_\_

**ANNEXURE- H**  
**GUIDELINES FOR MICRO & SMALL ENTERPRISES (MSEs)**

**Guidelines for Purchase Preference to MSEs against Supply Items/Services shall be followed wherever applicable.**

1. In a tender with splitable or divisible quantity, participating qualified MSEs, who have quoted within the price band of L-1 + 15% can be given a chance to match with L1 price in order of their bid position and take order for supply of upto 25% of the tender quantity, if the L1 bidder is other than a MSE.
2. In case of participation of SC/ST category MSEs in a tender with splitable or divisible quantity, minimum 6.25 % of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs as above, subject to matching with L-1 Price in the tender.
3. Further in case of participation of women owned MSEs in a tender with splitable or divisible quantity, minimum 3% of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs, subject to matching with L-1 Price in the tender.
4. When there is no participation from SC/ST category / women owned MSEs or when SC / ST category / women owned MSEs do not match the L1 price, then the tender quantity reserved for them shall be available for other MSEs.
5. In case of more than one such MSEs in a tender, the supply shall be shared equally. However, it can be done depending upon splitability and reasonability of distributing the tendered quantity.
6. Up to 40% of the tender quantity less the quantity considered on MSEs as at Para- (i) above, shall be reserved for Ancillary Units, subject to matching with L-1 price.

In case, no MSE is participating in the tender and / or are not matching L-1 price, Ancillary units can be allowed upto 40% quantity on matching L-1 price, subject to splitability & divisibility of the tendered quantity.

When there is no participation from MSEs & Ancillary Units or when MSEs & Ancillary units do not match the L-1 price, then the reserved quantity for MSEs & Ancillary Units shall be available for other participants.

For the tenders, which are invited electronically through CPPP, Participating MSE vendors are required to declare their Udyog Aadhar Memorandum (UAM) number in CPPP, failing which such bidders will not be allowed to avail Purchase Preference policy for MSEs as per Public Procurement policy for MSEs order, 2012 and shall not be exempted from payment of EMD & Tender fee.

**ANNEXURE-I**  
**REVISED PROCEDURE TO PROVIDE PREFERENCE TO “MAKE IN INDIA” IN PUBLIC PROCUREMENT**

**1. Definitions:**

*‘Local content’* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*‘Class-I local supplier’* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-I local supplier’ under this order.

*‘Class-II local supplier’* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class-II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under this order.

*‘Non-Local supplier’* means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under this order.

*‘L1’* means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

*‘Margin of purchase preference’* means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference.

*‘Nodal Ministry’* means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

*‘Procuring entity’* means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

*‘Works’* means all works as per Rule 130 of GFR – 2017, and will also include ‘turnkey works’.

**2. Eligibility of ‘Class-I local supplier’/‘Class-II local supplier’/ ‘Non-local suppliers’ for different types of procurement:**

- a. In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only class-I local suppliers, as defined under the order, shall be eligible to bid irrespective of purchase value.
- b. Only ‘Class-I local supplier’ and ‘Class-II local supplier’, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, ‘Non-local suppliers’ shall also be eligible to bid along with ‘Class-I local suppliers’ and ‘Class-II local suppliers’. In procurement of all goods, services or works, not covered by sub para (a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- c. For the purpose this Order, works includes Engineering, procurement and construction (EPC) contracts and services include System Integrator (SI) contracts.

**3. Purchase Preference:**

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by procuring entities in the manner specified here under.

- (b) In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In procurement of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract for full quantity will be awarded to L1.
  - ii. If L1 is not a 'Class-I local supplier' the lowest bidder among the Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the class-1 local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) 'Class-II local supplier' will not get purchase preference in any procurement, undertaken by procuring entities.

#### **4. Applicability in tenders where contract is to be awarded to multiple bidders –**

In tenders where contract is awarded to multiple bidders subject to matching of L 1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20%

margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-  
paras above.

**5. Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'! 'Class-II local supplier'. For the items, for which Nodal Ministry Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'! 'Class-II local supplier' respectively.

**6. Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

**7. Verification of Local Content:**

- a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in below paragraph:
- e. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry / Department or in some other manner;

- ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in a manner that ongoing procurements are not disrupted.

**8. Specifications in Tenders and other procurement solicitations:**

- a. The eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. The eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

**9. Manufacture under license/ technology collaboration agreements with phased indigenization:**

While notifying the minimum local content, special provisions may be made for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

**10. Exemption of small purchases:**

Procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order

**ANNEXURE- J**  
**TERMS & CONDITIONS OF POST WARRANTY COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (PWCAM)**  
**(WHEREVER PWCAMC IS APPLICABLE IN ANY RFQ)**

**(Not Applicable to this RFQ)**

The prices for PWCAMC are for complete scope of work and services as specified in the RFQ.

PWCAMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance, taxes & duties (except GST which shall be paid extra by Nalco) and all other incidental charges. The prices also include cost of spares and damaged parts (in case of comprehensive maintenance contract). Purchaser does not have any liability, whatsoever, over and above the prices of PWCAMC.

The PWCAMC charges also include arranging hand tools & tackles, special tools etc. required to carry out the work.

The payment terms for the PWCAMC shall be on quarterly basis on completion of each quarter against submission of Bills duly certified by the Engineer-in-charge.

The order for PWCAMC will be placed separately by NALCO before the expiry of contractual Warranty Period. However, the price of PWCAMC services will remain valid for specified Years (number of years for which PWCAMC is required) from the date of expiry of Warranty period.

Periodic and Preventive maintenance: Seller/Vendor shall depute their engineers to installation site as & when required for regular check-ups, as part of periodic maintenance. He shall also depute their service engineers periodically for preventive maintenance, major repairs/replacement and reporting. Price shall also include emergency visits as necessary.

Bidder to ensure compliance to guidelines on PPE (Personal Protective Equipment)

**ANNEXURE- K**  
**SITE SUPERVISION SERVICES (SUPERVISION OF ERECTION, TESTING & COMMISSIONING) (INDIAN BIDDERS)**

**Not Applicable to this RFQ**

RFQ No:

ITEM:

**PROJECT NAME: 5<sup>th</sup> Stream Alumina Refinery Expansion Project at NALCO, DAMANJODI, ODISHA, INDIA**

**NAME OF BIDDER:**

**(A) Terms & conditions for Site Supervision services for Indigenous bidders. Bidder shall quote per diem charges for site supervision services considering the following:**

- The per diem rates shall include all travel costs, lodging, boarding, local transport, medical, all insurance including third party, income tax, all taxes & all other incidental charges.
- The per diem rates shall be all inclusive except for GST which shall be payable extra as applicable by Nalco.
- Per diem rates shall apply from the date the supervisory personnel reach site and up to the day they leave site. No payment shall be made for the transit period.
- Working hours as those prevailing at Site -Monday through Saturday, and holidays as applicable to site personnel shall apply.
- Vendor's supervisory personnel shall observe / abide by site working conditions prevailing in the existing refinery, safety codes and Indian laws.
- A notice period of 15 days will be given for site supervision services.
- The number of man days quoted by bidder for site supervision services will be considered for evaluation of priced bids.
- However, payment shall be made for the actual number of man-days of service rendered at site, as certified by EIC. However, if, due to reasons attributable to the Vendor, the number of man days of service rendered at site is more than the number of man days quoted by the bidder, then payment will be made only for the number of man days quoted by the Bidder irrespective of the increased number of man days at site. If, however, due to reasons attributable to Nalco, the number of man days of service rendered at site is more than the number of man days quoted by the bidder, then payment will be made by Nalco for the actual number of man-days of service rendered at site, as certified by EIC.
- Bidder to ensure compliance to guidelines on PPE (Personal Protective Equipment)
- The per diem rates for site supervision shall be firm & fixed till the expiry of contractual guarantee period (irrespective of the number of visits to be made by Vendor to NALCO site for rendering the above services).
- Co-ordination with sub-vendor(s) for timely availability of their service person at Nalco's Damanjodi Site is the responsibility of the Vendor.
- While rendering the above Site Supervision Services at NALCO's site, Vendor shall also train the Owners' personnel on the above equipment, at no extra cost to the Owner.

**(B) Charges for Site Supervision of erection, testing & commissioning.**

Number of Mandays & Charges to be quoted by Bidder in Priced Schedule Format

**SIGNATURE & SEAL OF BIDDER**

**NAME OF THE BIDDER**

**ANNEXURE- L**

**DELETED**

**ANNEXURE-M**  
**AGREED TERMS & CONDITIONS (ATC) (FOR INDIAN BIDDERS)**

BIDDER's NAME: M/s. \_\_\_\_\_

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

Bidder's Offer Ref. No. \_\_\_\_\_ Dated \_\_\_\_\_

Tel No.: \_\_\_\_\_ Fax \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Mobile No: \_\_\_\_\_

- 1) DULY SIGNED & STAMPED COPIES OF THIS PRE-FILLED "QUESTIONNAIRE" SHALL BE ENCLOSED WITH UNPRICED QUOTATION.
- 2) FAILURE ON THE PART OF BIDDER IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL THE SETS OF UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".
- 3) ALL THE COMMERCIAL TERMS AND CONDITIONS SHALL BE INDICATED BY VENDOR IN THIS FORMAT ONLY AND NOWWHEREELSE IN HIS QUOTATION. HOWEVER, IN CASE THE SPACE FOR VENDOR'S REPLY IS NOT SUFFICIENT AGAINST A PARTICULAR QUESTION, THE VENDOR SHALL FURNISH SAME BY WAY OF SEPARATE ANNEXURE ATTACHED TO THIS QUESTIONNAIRE, INDICATING CROSS-REFERENCE OF RESPECTIVE CLAUSES.]

SR. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
1.a	Quoted prices are as per Price Schedule Format enclosed inclusive of Packing & Forwarding charges	Confirmed
1.b	Specify Despatch Point.	
1.c	<p>(i) Quote firm freight charges extra up to Nalco Damanjodi site / <del>VizagPort</del> (as applicable) in % only</p> <p>(ii) Vendor to dispatch the materials only through reputed and bank approved transporters having office / godown at Damanjodi in Odisha / <del>Vizag</del>. In case the material is dispatched through any other transporter, the same shall be "door delivery, consignee copy attached" basis and payment shall be released only after receipt of materials at Nalco Stores irrespective of payment terms mentioned in any other clause.</p> <p>(iii) If a bidder does not quote freight charges, then the terms mentioned elsewhere in the ITB will apply.</p> <p>(iv) In case of ODC/OWC bidders shall have to mandatorily quote for freight up to Project site. In case the bidder does not quote the freight charges, their offer shall be liable for rejection.</p>	<p>i. (a) Confirmed that Firm Freight charges up to Nalco <del>Damanjodi site / VizagPort</del> have been quoted extra in % of FOT Despatch Point Value, in the Priced Bid.</p> <p>ii. Confirmed</p> <p>iii. Confirmed</p> <p>iv. Confirmed</p>



SR. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>(i) Confirm Acceptance to PRS clause as per Nalco's GPC and SPC</p> <p>(ii) However, please note that % of Price Reduction mentioned in Clause No. 23 (i) of GPC has been revised to <b>½ % of the Undelivered Order Value (UDOV) without GST per week of delay or part thereof, subject to a maximum of 5% of Total Order Value without GST. The date of last Lorry Receipt (LR) shall be considered as the date of delivery for the purpose of PRS.</b></p> <p>(iii) In case of package items (ordered as a complete system), the price adjustment shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved for the package).</p> <p>(iv) In case of purchase of bulk items where tolerance limit is specified (e.g. Pipes, cables, steel etc.); Price adjustment clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.</p> <p>(v) In case of different delivery period mentioned in RFQ, price adjustment clause shall be applicable on the respective delivery period.</p> <p>(vi) Also confirm acceptance to the PRS clause mentioned in the SPC (for nonfulfillment of guarantee parameters).</p>	<p>i. Confirmed</p> <p>ii. Confirmed</p> <p>iii. Not Applicable to this RFQ</p> <p>iv. Confirmed</p> <p>v. Not Applicable to this RFQ</p> <p>vi. Not Applicable to this RFQ</p>
5	<b>Delivery Period and Schedule:</b>	
5.a	Please confirm acceptance to delivery period as stipulated in the RFQ.	Confirmed
5.b	Delivery period will be reckoned from the date of Nalco's Brief Order of Acceptance (BOA).	Confirmed
6	<p><b>Payment Terms:</b></p> <p>(i) Please confirm acceptance to following: Acceptance of applicable Payment terms as mentioned in SPC</p> <p>(ii) Refer SPC regarding Interest Bearing Advance Payment. Bidder to confirm whether they require Advance Payment as per SPC.</p>	<p>(i) Confirmed</p> <p>(ii) Yes / No (If Yes, then terms shall be as per SPC without any deviation).</p>

SR. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
7.a	<b>Part Order:</b> (i) Acceptance of Part Order as per ITB.  (ii) Any charges quoted extra as lump sum (like IBR, Testing, freight, etc.) shall be applicable pro-rata on value basis in the event of part order/ part quantities/ split order.	i. Confirmed   ii. Confirmed
7.b.	<b>MSE Bidder:</b> (i) Confirm whether the bidder is an MSE bidder or not  (ii) Confirm that you have attached the copy of certificate of registration with any one of the agencies stated in the tender document and specified by Ministry of MSME indicating details of the particular tendered item along with your bid to avail the benefits/preference to MSEs  (iii) If bidder is MSE bidder; Confirm whether bidder is SC/ST owned MSE bidder.  (iv) If bidder is MSE bidder; Confirm whether bidder is Women owned MSE bidder  (v) Confirm that you have attached the copy of the SC/ST certificate issued by District Authority.  (vi) Confirm that you have furnished UAM (Udyog Adhar memorandum) number	i. YES / NO  ii. _____  iii. _____  iv. _____  v. _____  vi. _____
8.	<b>Repeat Order:</b> Confirm acceptance of repeat order within 12 months from the date of Nalco's BOA, on the same unit price and terms & conditions.	Confirmed
9.	<b>Contract Performance Bank Guarantee:</b>  Vendor shall submit Contract Performance Bank Guarantee for 3% of total order value as per SPC and as per Nalco's format enclosed with the RFQ.	Confirmed
10.	<b>Firmness of prices:</b> Quoted prices shall remain Firm and Fixed till complete execution of the Order without any escalation for any reason whatsoever.	Confirmed
11 11.a	<b>Testing and Inspection charges:</b>  Goods and services shall be subject to stage-wise and final inspection by Consultant / Owner and all testing & inspection charges are included in quoted prices. However, travel, lodging, boarding and insurance charges of Consultant's / Owner's personnel shall be borne by Consultant / Owner respectively.	Confirmed

SR. NO.	DESCRIPTION	BIDDER'S CONFIRMATION
11.b	<p><b>Quoted prices are:</b></p> <p>(i) Inclusive of charges for all facilities required for testing, and charges for all inspection &amp; all testing specified in the technical specifications and documents enclosed with the RFQ.</p> <p>(ii) Inclusive of all IBR/ IGC/ NACE/ Radiography charges as per technical specifications and the documents enclosed with the RFQ.</p>	<p>i. Confirmed</p> <p>ii. Confirmed</p>
12	<p><b>Validity:</b></p> <p>(i) Validity of the offer shall be as per ITB. (i.e. 4 months from the due date, or extended due date if any, for submission of bids).</p> <p>(ii) For Package Unit involving supply, erection, testing &amp; commissioning, validity of the offer shall be 6 months from the due date, or extended due date if any, for submission of bids.</p>	<p>i. Confirmed</p> <p>ii. Not Applicable to this RFQ</p>
13	<p><b>GUARANTEE PERIOD:</b></p> <p>Guarantee period for supply items shall be 12 (twelve) months from the date of successful commissioning of the plant or 30 months from the date of last dispatch, whichever is earlier.</p>	Confirmed
14	Confirm acceptance to SA 8000 questionnaire.	Confirmed
15	Confirm that the Proforma Of Declaration of Black Holiday Listing has been attached Annexure to SPC & ITB.	Confirmed
16	<p><b>Spares Parts, Tools &amp; Tackles:</b></p> <p>a) Confirm that your quoted prices are inclusive of all commissioning spares and all mandatory spares as stipulated in the RFQ documents.</p> <p>b) Confirm that mandatory spares shall be considered as per the philosophy mentioned in technical specifications.</p> <p>c) Confirm that item wise unit price of Recommended spare parts for one-year operation &amp; maintenance have been quoted separately, as required in the tender document.</p> <p>d) All Tools and Tackles as specified in the RFQ technical specifications are included in the quoted prices.</p>	<p>Not Applicable to this RFQ</p> <p>a) Not Applicable to this RFQ</p> <p>b) Not Applicable to this RFQ</p> <p>c) Not Applicable to this RFQ</p> <p>d) Not Applicable to this RFQ</p>

17	<p>(i) Deviations to Terms &amp; Conditions shall lead to loading of prices as per Commercial Terms enclosed with this RFQ or rejection of offer. Please confirm acceptance.</p> <p>(ii) All commercial terms except the deviations (if any) to GPC or SPC or ITB or RFQ are given/confirmed in this ATC itself and not elsewhere in the quotation. Unavoidable deviation, if any, to GPC or SPC or ITB or RFQ shall be listed in the format enclosed as Appendix 5 and 6 to this ATC. Deviation mentioned elsewhere shall not be taken cognizance of.</p>	<p>i. Confirmed</p> <p>ii. Noted and Confirmed</p>
18	Any claim arising out of Order shall be sent to Nalco /Consultant in writing within 3 months from the date of last Dispatch. In case the claim is received after 3 months, the same shall not be entertained by Nalco /representative	Confirmed
19	<p>i) Bidder to indicate the complete name and address of Bidding entity on which order to be placed by Nalco (in the event of an order)</p> <p>ii) Bidder to confirm that <b>PAN Card &amp; GST Registration Certificate</b> as per the Name of Bidding entity mentioned above are enclosed with the <b>Part-1 Bid</b>.</p>	<p>i) ----- ----- -----</p> <p>ii) Confirmed</p>
20.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given above in this ATC shall prevail.	Confirmed
21.	<p><b>Packing details confirmation</b></p> <p>a) Dimensions (L x W x H) cm.</p> <p>b) Net Weight - in Kg.</p> <p>c) Gross Weight - in Kg.</p>	<p>-----</p> <p>-----</p> <p>-----</p>
22.	<p>(i) Bidder to confirm whether they will avail Purchase Preference linked with Local Content mentioned in ITB.</p> <p>(ii) If Yes, Bidder to confirm Declaration Form for availing purchase preference is submitted.</p>	<p>i. YES / NO</p> <p>ii. ....</p>
23.	<b>TOLERANCE</b> - Confirm that the Pipe length shall be supplied in random lengths of minimum 4m as indicated in General Notes 1.1 of technical document 6695-PIP-G00-EC-0007_rev.02) without any limitation on maximum length.	Confirmed

24.	<p>Confirm Acceptance of all other terms &amp; conditions as per attached:</p> <p>a) Request for Quotation (RFQ)</p> <p>b) General Purchase Conditions (Indigenous)</p> <p>c) Special Purchase Conditions (SPC)</p> <p>d) Instructions to Bidders (ITB)</p> <p>e) Terms &amp; Conditions for supervision of Erection, Testing &amp; Commissioning for Indigenous Bidders. (Ref Annexure-K)</p> <p>f) Terms &amp; Conditions for Site Work / HSE.</p> <p>g) Integrity Pact.</p> <p>h) Packing, Marking, Shipping - As per SPC &amp; ITB and Technical specifications enclosed with RFQ</p> <p>i) Terms &amp; Conditions for Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) (Ref Annexure-J)</p>	<p>a) Confirmed</p> <p>b) Confirmed</p> <p>c) Confirmed</p> <p>d) Confirmed</p> <p>e) Not Applicable to this RFQ</p> <p>f) Not Applicable to this RFQ.</p> <p>g) Confirmed</p> <p>h) Confirmed</p> <p>i) Not Applicable to this RFQ</p>
25.	<p>Bidder to note &amp; take cognizance of the following List of Govt. Guidelines for public procurement (issued by GOI).</p> <p>a) Restrictions under Rule 144(xi) of the GFR 2017-DOE OM No.6/18/2019-PPD dated 23.07.2020.</p> <p>b) Bidder to confirm that <b>Declaration Form for availing Purchase Preference</b> is submitted along with Undertaking as per the format attached with this ITB (ANNEXURE-U) Documents in line with PPP-MII Order, 2017 revision dated 16.09.2020 (Latest) (Refer ANNEXURE-I of this ITB).</p> <p>c) OM dated 24.08.2020 (GeM Portal).</p>	<p>a) Confirmed</p> <p>b) Confirmed</p> <p>c) Confirmed</p>
26	<p>a) Bidder to also note &amp; take cognizance of the GUIDELINES FOR ELIGIBILITY OF A "BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA", attached with this ITB (ANNEXURE-T).</p> <p>b) Bidder to confirm that they have submitted the duly signed and stamped certificates (CERTIFICATE REGARDING COMPLIANCE), mentioned in the above referred document 26 a), with their techno-commercial unpriced bid, failing which the bid is liable for rejection. The certificates need to be signed by the duly authorized signatory of the bidder. Please mention RFQ(MR) number in this certificate.</p>	<p>a) Confirmed</p> <p>b) Confirmed</p>
27	<p>Bidder to submit the <b>Declaration / information for deduction of tax at source u/s 194Q of Income Tax Act, 1961</b> as per the draft enclosed with this ITB.</p>	<p>Submitted.</p>

**BIDDER'S SIGNATURE & DATE: -----**

**SEAL & STAMP**

**APPENDIX-1 TO ATC**  
**TAXES AND DUTIES FORMAT FOR INDIAN BIDDERS**

NAME OF BIDDER: \_\_\_\_\_

VENDOR OFFER REF. \_\_\_\_\_ Dated \_\_\_\_\_

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

The salient features of the offer are as below:

1. SPECIFY DESPATCH POINT	-----
2. GSTIN NO. OF DESPATCH POINT	-----
3. SPECIFY INVOICING PLACE	-----
4. GSTIN NO. OF INVOICING PLACE	-----
5. PACKING & FORWARDING CHARGES	INCLUDED IN THE QUOTED BASIC PRICE
6. FREIGHT CHARGES EXTRA UPTO PROJECT SITE ON QUOTED BASIC PRICE	Quoted in Price Schedule (BOQ)
7. HSN CODE OF GOODS	..... .....
8. GST APPLICABLE ON QUOTED FOT DESPATCH POINT PRICES <b>CGST plus SGST ( ) / IGST ( )</b> <b>(✓) WHICH IS APPLICABLE</b>	..... % Extra
9. SAC CODE FOR SITE SUPERVISION/SITE WORK/TRAINING CHARGES	<b>Not Applicable to this RFQ</b>
10. GST APPLICABLE EXTRA ON QUOTED SITE SUPERVISION/SITE WORK/TRAINING CHARGES	<b>Not Applicable to this RFQ</b>
11. CURRENCY OF QUOTE	INR
12. INDICATE ANY OTHER GOVERNMENT TAX/LEVY APPLICABLE AND ITS RATES.	

BIDDER'S SIGNATURE & DATE: \_\_\_\_\_

SEAL/STAMP:

**ANNEXURE-N**

**DELETED**

**APPENDIX-2 TO ATC**  
**DELETED**

**APPENDIX-3 TO ATC**  
**CONTACT DETAILS OF VENDOR**

RFQ No: **6695-PPM-G00-EC-0129**  
ITEM: **SS Pipes**

Bidder's Offer Reference No.: Bidder's Name:

Bidder's Address: -----  
City----- PIN----- State-----  
Phone----- Fax-----

Please fill up the details below:

Designation	Name	Telephone Nos.	Mobile Nos.	E-mail IDs
CEO/CMD				
Country Manager				
Area Manager				
Marketing Manager				
Sales – Head				
Contact Person(s) for this Tender				
Contact Person at Bhubaneswar, if any				

Note:

1. Designations are indicative only. Actual designations may please be mentioned.
2. All the concerned persons in the hierarchy must appear in the above list.
3. In case of multiple phone nos., mobile nos., e-mail IDs, the same may also please be given.

Signature of the bidder

Name: -----Designation: ----- Mobile No.: -----

**APPENDIX-4 TO ATC**  
**VENDOR BANK MANDATE**

On the Letterhead of the Vendor/ Contractor / Supplier

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

Bank MANDATE FORM for e-payment  
(To be submitted in Duplicate)

To  
National Aluminium Company Limited,  
.....  
(respective Unit address of NALCO)

Dear Sir,  
Sub: Authorization for release of payment due from NALCO, ..... (respective unit address) through e-mode facilities of RTGS/NEFT/Internet Banking.

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 Party : .....
2. Address of the party : .....  
.....  
.....  
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.							
Account Type	?	Savings	?	Current	?	Cash Credit	?
Account Number (as appearing in the Cheque Book)							
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)							
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 Internet/RTGS/NEFT.

Place:

Date:

Signature of the party/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)

**APPENDIX -5 TO ATC**  
**STATEMENT OF UNAVOIDABLE DEVIATIONS (COMMERCIAL)**

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

BIDDER's NAME: M/s. -----

Bidder's Offer Ref. No. -----

The bidder confirms that:

Following are the only deviations to the commercial terms and conditions. Bidder also confirms that any deviation taken anywhere else in the offer shall be considered as invalid.

Sl. No.	Clause No. of GPC or SPC or ITB document	Clause Condition	Bidder's Condition

BIDDER'S NAME:

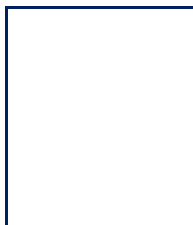
AUTHORIZED PERSON:

TITLE:

SIGNATURE:

DATE:

COMPANY STAMP



**Please note that bidders are normally not allowed to take deviations and any deviation listed above may make the Bid liable for rejection. Deviations stipulated elsewhere other than in this Appendix 5 to ATC shall NOT be taken cognizance of.**

**APPENDIX -6 TO ATC**  
**STATEMENT OF UNAVOIDABLE DEVIATIONS STATEMENT (TECHNICAL)**

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

BIDDER's NAME: M/s. -----

Bidder's Offer Ref. No. -----

The bidder confirms that:

Following are the only deviations to the technical terms and conditions. Bidder also confirms that any deviation taken anywhere else in the offer shall be considered as invalid.

Sl. No.	Clause No. of Tender document	Condition	Bidder's Condition

BIDDER'S NAME:

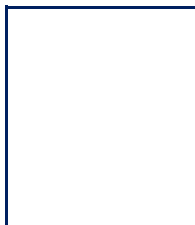
AUTHORIZED PERSON:

TITLE:

SIGNATURE:

DATE:

COMPANY STAMP



**Please note that bidders are normally not allowed to take deviations and any deviation listed above may make the Bid liable for rejection. Deviations stipulated elsewhere other than in this Appendix 6 to ATC shall NOT be taken cognizance of.**

**APPENDIX - 7 TO ATC**  
**DECLARATION BY THE BIDDERS REGARDING NON-TAMPERING OF TENDER DOCUMENTS**

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

Bidder's Offer Reference No.:

The bidder declares that none of the RFQ documents have been tampered with. In case of tampering of tender documents, the bid shall be rejected outright and EMD (if applicable) forfeited without prejudice to any other rights or remedies available to Nalco

BIDDER'S NAME:

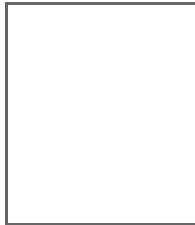
AUTHORIZED PERSON:

TITLE:

SIGNATURE:

DATE:

COMPANY STAMP



**ANNEXURE-0**  
**SOCIAL ACCOUNTABILITY 8000 COMPLIANCE FORMAT**

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

**A. Basic information**

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

**B. Information regarding Social Accountability**

- What is the minimum age required to join \_\_\_\_\_ Years  
your organization?
- What types of certificates (Like mark sheet, \_\_\_\_\_ Original Copy/Xerox  
birth certificate) you keep with you?
- Do you require to keep any kind of deposit \_\_\_\_\_ Yes/No  
inform of cash at the time of employment?
- Do you provide safe & healthy work environment \_\_\_\_\_ Yes/No  
as per statutory requirement?
- If directly not provided by you, do you get \_\_\_\_\_ Yes/No  
health & safety benefits from NALCO?

- 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) Yes/No

in last 2 years?

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 Yes/No

(COC Audit) in last 2 years?
- Do you provide personal protective equipment(s) Yes/No

to your employees free of cost?
- 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

<ul style="list-style-type: none"> <li>▪ If yes, what is the apprentice period in your organization? _____</li>   <li>▪ Do you have any international certification Yes/No</li>   <li>▪ If yes, please specify   <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> </li>   <li>▪ Do you receive, handle or promote goods and/or services Yes/No  from supplier/subcontractors or sub-suppliers</li>   <li>▪ Do you receive, handle or promote goods and/or services Yes/No  from supplier/subcontractors or sub-suppliers who are  classified as home worker?</li>   <li>▪ If yes, what steps you have taken to ensure that they get similar level of protection as afforded to directly  employed employees?   <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 2px;"></div> </li>   <li>▪ Have you taken care to look into issues related to child labor Yes/No  Forced labor, health &amp; 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</li> </ul>
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**ANNEXURE-P**  
**BANK GUARANTEE FORMATS**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**  
(To be executed on non-judicial stamped paper of appropriate value)

B. G. No.

Date:

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at .....(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued Tender paper vide its Tender No ..... dt..... for ..... (hereinafter called "the said tender") to M/s. ....(hereinafter called the said Tenderer(s)) which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. .... (Rupees .....only) towards earnest money in lieu of cash.
2. WE Bank having its branch office at ..... do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderers(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WE .....Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees..... only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch name and address of the branch), Bhubaneshwar, Odisha-751XXX.
9. We ..... Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).

Date. ....  
Corporate Seal of the Bank

..... Bank  
By its constitutional Attorney

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

**Details of Persons Issuing the BG:**

Name -----  
Address for Correspondence; .....  
Telephone & Fax No.  
E-mail:  
IFSC code

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

**Note:**

Further, any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank Branch in Bhubaneswar. Accordingly, the following clause has to be inserted in the existing BG Format for EMD / SD / Contract / Advance Payment in the following style :

***"We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751xxx"***

In the case of Foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

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**BANK GUARANTEE FOR SECURITY DEPOSIT**  
(To be executed on non-judicial stamped paper of appropriate value)

B. G. No.

Date:

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

8. We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch name and address of the branch), Bhubaneswar, Odisha-751XXX.
9. We ..... Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).

Date.....  
Corporate Seal of the Bank

..... Bank  
By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Detail of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No. -----

E-mail: -----

IFSC code

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

Note:

Further, any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank Branch in Bhubaneswar. Accordingly, the following clause has to be inserted in the existing BG Format for EMD / SD / Contract / Advance Payment in the following style :

***"We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751xxx"***

In the case of Foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

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**PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/  
CONTRACTOR.**

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

B. G. No .....

Date .....

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its Unit/Office at ..... (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter referred to as "The Company" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s..... has placed a purchase order on M/s .....(hereinafter referred to as "Contractor(s) / Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for ..... (work/assignment description) on the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No. ....dated ..... and various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and whereas the Contractor(s)/Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/subcontractors.

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

2. We ..... Bank having its branch office at ..... do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to Rs. (Rupees ..... only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/Order(s) are fulfilled.
5. We .....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. We ..... Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the

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

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs ..... (Rupees ..... only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.

8. We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch name and address of the branch), Bhubaneswar, Odisha-751XXX.

9. We ..... Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Sellers(s).

Date.....  
Corporate Seal of the Bank

..... Bank  
By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No. -----

E-mail: -----

IFSC code

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

Note:

Further, any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank Branch in Bhubaneswar. Accordingly, the following clause has to be inserted in the existing BG Format for EMD / SD / Contract / Advance Payment in the following style :

***"We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751xxx"***

In the case of Foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

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**BANK GUARANTEE FOR ADVANCE PAYMENT**  
(To be executed on non-judicial stamped paper of appropriate value)

B. G. No.

Date:

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs..... (Rupees .....only) to M/s. .... (hereinafter called "the said Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order No..... dated for ..... (work/assignment description) on production of a bank guarantee equivalent to 110% of the advance payment indicated above.
2. We ..... Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment/adjustment of any part of the said advance or any clues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s)/orders(s) or by reasons of the Contractor(s)/Seller(s) failure to perform the said Contract(s)/Order(s). Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs (Rupees ..... only).
3. We undertake to pay to the Company any money so demanded notwithstanding any claim dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/order(s) are fulfilled.
5. We .....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges this guarantee.
6. That the Company/Company will have fully liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the Company under the Contract(s)/Order(s).
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs ..... (Rupees ..... only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We ..... Bank further agree that this Guarantee shall be invocable at our place of business at ..... (Bank Name), ..... (Branch name and address of the branch), Bhubaneshwar, Odisha-751XXX.

9. We ..... Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Contractor(s)/Seller(s).

Date.....  
Corporate Seal of the Bank

..... Bank  
By its constitutional Attorney

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

Details of Persons issuing the BG:

Name-----  
Address for Correspondence: -----  
Telephone & Fax No. -----  
E-mail: -----  
IFSC code

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

Note:

Further, any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank Branch in Bhubaneswar. Accordingly, the following clause has to be inserted in the existing BG Format for EMD / SD / Contract / Advance Payment in the following style :

***"We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751xxx"***

In the case of Foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

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## BANK GUARANTEE AGAINST FREE ISSUE OF MATERIALS

GUARANTEE NO

DATE

WHEREAS National Aluminium Company Limited (hereinafter referred to as "the Company") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751061, Odisha, and their Branch Unit/office at \_\_\_\_\_ (UNIT/OFFICE ADDRESS), has entered into a Contract with M/s \_\_\_\_\_ (hereinafter referred to as the Contractor which expression shall unless repugnant to the context include their legal representatives, successors and assigns for the work of \_\_\_\_\_ on the terms and conditions as set out, inter-alias, in the Company's Contract No. \_\_\_\_\_ dated: \_\_\_\_\_ and various documents forming part thereof hereinafter collectively referred to as the "said contract" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS one of the conditions of the said contract is that the Company has agreed to supply to the contractor raw-materials (hereinafter referred to as the "said materials") for the purpose of execution by the contractor of the said contract and pending execution by the contractor of the said contract incorporating the said materials, the said materials shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the Contractor.

AND WHEREAS the Company has asked the contractor for adequate security for the said materials to be supplied to the contractor under the contract.

AND WHEREAS at the request of the contractor the Company has agreed to accept a bank guarantee from \_\_\_\_\_ with Registered Office at \_\_\_\_\_ (hereinafter referred to as "the surety").

NOW THIS GUARANTEE WITNESSETH that in consideration of the Company having at the request of contractor agreed to accept a Bank Guarantee of the Surety amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in respect of the said materials against any and all loss, damage, destruction (inclusive of but not limited to any and all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, explosion, storage, chemical or physical action or reaction, bending, wrapping exposure, rusting, faulty workmanship, faulty methods or technique of fabrication, or other act of omission or commission whatsoever within the control of the contractor, misuse or misappropriation by the contractor and the contractor's servant and/or agents whatsoever to or of in the said materials or any part of items thereof from the date the said materials was supplied to the contractor up to and until the date of return to the Company of the said materials or relative part of item thereof or completed fabricated work(s) incorporating the said materials, the surety shall indemnify and pay, without protest or demur and without recourse to the contractor, the Company up to and not exceeding altogether a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Company. The decision of the Company as to any loss, damage, destruction, misuse and misappropriation under the terms and conditions of this guarantee shall be final and binding on the Surety.

THIS GUARANTEE is irrevocable and will remain in force and effect up to and until the said materials have been returned to the Company as per terms of the said contract and intimation thereof being given by the Company to the surety on the aggregate amount payable hereunder has been paid by the surety to the Company, whichever is earlier.

Notwithstanding anything stated above, the liability of the surety under the guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and this guarantee will remain in force up to \_\_\_\_\_ in the first instance. However, if the contractor's obligations under this guarantee is not completed or fully performed within this period, the surety hereby agrees to further extend the guarantee till such time as is required to fulfill such obligations.

We have the power to issue this guarantee in your favour under memorandum and Articles of Association and the undersigned has full power to do so under the power of Attorney dated \_\_\_\_\_ granted to him by the Bank.

Unless a claim made on us within three months from the date of expiry, i.e., \_\_\_\_\_, all our rights under the said guarantee shall be forfeited and we shall be relieved, and discharged from all liabilities there under.

Date. ....

Corporate Seal of the Bank

..... Bank

By its constitutional Attorney

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

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No. -----

E-mail: -----

IFSC code

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

Note:

Further, any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank Branch in Bhubaneswar. Accordingly, the following clause has to be inserted in the existing BG Format for EMD / SD / Contract / Advance Payment in the following style :

***"We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751xxx"***

In the case of Foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

.....

**ANNEXURE – Q**  
**INSTRUCTIONS TO THE BIDDERS FOR THE E-SUBMISSION OF THE BIDS**

1. Bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site.
2. Bidder then login to the site through giving user id / password chosen during registration. The e-token that is registered should be used by the bidder and should not be misused by others.

Please go to the CPP portal. Search for the e-procurement tender No.....

3. The Bidders can update well in advance, the documents such as certificates, work order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
4. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
5. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum/addendum published before submitting the bids online.
6. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
7. Bidder should get ready with the EMD as specified in the tender. Scan copy of the EMD instrument to be uploaded along with other documents as requested. The original instrument along with all other specified hard copy of documents (one set) should be posted/couriered/given in person so as to reach the Tender Inviting Authority, within due date as indicated at Pg-3. Non receipt of the documents along with original EMD instrument within the stipulated period may lead to rejection of the offer of the bidder.
8. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids
9. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
10. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
11. **The Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
12. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
13. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
14. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
15. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
16. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.
17. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.

18. If the bidder submits the bid in manual form (if permitted categorically in the tender), he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender will not be considered.

**ANNEXURE – R**  
**FORMAT OF LETTER OF WAIVER OF CONDITIONS / DEVIATIONS**

**(ON COMPANY'S LETTERHEAD)**

**(TO BE FURNISHED BY THE BIDDER)**

RFQ No: **6695-PPM-G00-EC-0129**

ITEM: **SS Pipes**

We \* hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the RFQ and all Addenda / Corrigenda / Clarifications issued by NALCO / tkIS-INDIA.

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the priced bid (along with price implication, if any) or the revised priced bid (if any) submitted, shall be treated to conform in all respects, with the terms and conditions of the said RFQ including all Addenda / Corrigenda/Amendments.

\*\*

For & on behalf of

Authorised signatory

\* Here fill in the name of bidder.

\*\* The Letter of Waiver must be signed by the person (s) authorised to sign.

**ANNEXURE – S**  
**ACKNOWLEDGEMENT CUM CONSENT LETTER**

**thyssenkrupp Industrial Solutions (India) Private Limited**  
**Uhde House, LBS Marg,**  
**Vikhroli (W), Mumbai 400 083,**  
**India**

KIND ATTN: Mr. T. S. Bharadwaj / Abhay Budgude

**SUBJECT:** 1.0 MTPA ALUMINA REFINERY at NATIONAL ALUMINIUM COMPANY LIMITED (NALCO) at Damanjodi, Orissa, India.

**RFQ No:** **6695-PPM-G00-EC-0129**

**ITEM:** **SS Pipes**

Dear Sir,

We hereby acknowledge receipt of a complete set of the above RFQ(MR) along with enclosures.

We undertake that the RFQ shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A) We intend to submit the Bid for the subject RFQ, and furnish following details with respect to our office:

i) POSTAL ADDRESS : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ii a) TELEPHONE NUMBER : \_\_\_\_\_

ii b) MOBILE NUMBER : \_\_\_\_\_

iii) CONTACT PERSON : \_\_\_\_\_

iv) E-MAIL ADDRESS : \_\_\_\_\_

B) Contact person in India, if any:

i) POSTAL ADDRESS : \_\_\_\_\_

\_\_\_\_\_

ii) TELEPHONE / MOBILE : \_\_\_\_\_  
NUMBER

iii) CONTACT PERSON : \_\_\_\_\_  
iv) : \_\_\_\_\_  
  
v) E- MAIL ADDRESS : \_\_\_\_\_

C) We are unable to submit Bid for the reasons given below.

Reasons for non-submission of Bid:

\_\_\_\_\_  
\_\_\_\_\_

BIDDER'S NAME : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

NAME : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

DATE : \_\_\_\_\_

NOTE: Bidders are requested to furnish the details mentioned at (A) and (B) or (C) above immediately within 07 (Seven) days after receipt of Bidding Document.

**(SIGNATURE OF BIDDER)**

**ANNEXURE – T**  
**GUIDELINES FOR ELIGIBILITY OF A “BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA”:**

Bidders to take note of the following clauses that shall be applicable against the tender as per Order No. F.No. 6/18/2019-PPD dated 23.07.2020 i.e- (Order (Public Procurement No. 1) issued from Ministry of Finance, Department of expenditure, Public Procurement Division available at website <https://doe.gov.in/procurement-policy-divisions>)

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

[Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), as mentioned under Annex I of the Order (Public Procurement No.1) dated 23.07.2020]

- 2) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from a country which-shares a land border with India" means; -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity *whose beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 4) The *beneficial* owner for the purpose of (3) above will be as under:
  - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person (s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to, more than twenty-five per cent, of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 5) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - 6) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
  - 7) A bidder is permitted to procure raw material, components, sub-assemblies etc from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub-contracting”

However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

- 8) Validity of registration: In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance/placement of order, registration shall not be a relevant consideration during contract execution.
- 9) *CERTIFICATE REGARDING COMPLIANCE*:

Bidders shall submit following certificate:

a) Model certificate for tenders:

“We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. \_\_\_\_\_ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. \_\_\_\_\_ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.”

b) Model certificate for tenders for works involving possibility of sub-contracting:

We M/s \_\_\_\_\_ have read the clause regarding restrictions on procurement from a country which shares a land border with India and on subcontracting to contractors from such-countries, we certify that we are not from such a country/or if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

[Wherever applicable bidder must submit evidence of valid registration by Competent Authority]

- 10) If such certificate (as mentioned as (a) & (b) above) given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.



## UNDERTAKING (to be submitted on Company's Letterhead)

(Where the total quoted value is less than INR 10 Crore)

Certification by the bidder

I \_\_\_\_\_, Son/ Daughter of \_\_\_\_\_, do solemnly affirm and state as under:

1. I am the \_\_\_\_\_ <<*Designation of the authorized signatory*>> of \_\_\_\_\_ and I am duly authorized to furnish this undertaking declaration on behalf of \_\_\_\_\_.
2. That \_\_\_\_\_ has submitted its bid No \_\_\_\_\_ against RFQ (MR) No. \_\_\_\_\_ for \_\_\_\_\_ (item) for 5<sup>th</sup> Stream Alumina Refinery expansion Project of NALCO.
3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) (PPLC-2020) Policy, enclosed with the above RFQ/Addendum.
4. We hereby confirm that our offer is achieving the local content (LC) of
  - a. minimum 50% local Content ☐
  - b. minimum 20% but less than 50% local Content ☐
  - c. Less than 20% local Content ☐(tick whichever is applicable.)
5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier)

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid.

## UNDERTAKING (to be submitted on Company's Letterhead)

(Where the total quoted value is INR 10 Crore or above)

Certification by the bidder

I \_\_\_\_\_, Son/ Daughter of \_\_\_\_\_, do solemnly affirm and state as under:

1. I am the \_\_\_\_\_ <<Designation of the authorized signatory>> of \_\_\_\_\_ and I am duly authorized to furnish this undertaking declaration on behalf of \_\_\_\_\_.
2. That \_\_\_\_\_ has submitted its bid No \_\_\_\_\_ against RFQ(MR) No. \_\_\_\_\_ for \_\_\_\_\_ (item) for 5<sup>th</sup> Stream Alumina Refinery expansion Project of NALCO.
3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) (PPLC-2020) Policy, enclosed with the above RFQ/Addendum.
4. We hereby confirm that our offer is achieving the local content (LC) of
  - a. minimum 50% local Content ☐
  - b. minimum 20% but less than 50% local Content ☐
  - c. Less than 20% local Content ☐(tick whichever is applicable.)
5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier)

Certification by the statutory auditor / Chartered Accountant of the bidder

We, \_\_\_\_\_, a CA firm having our registered office address \_\_\_\_\_ and certificate number \_\_\_\_\_ certify that we are statutory auditor of the Company M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_.

OR

We, \_\_\_\_\_, a CA firm having our registered office address \_\_\_\_\_ and certificate number \_\_\_\_\_ certify that statutory auditor is not mandatory for the company M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ as per prevailing law and we are practicing Chartered Accountant, not being an employee / Director and not having any interest in the company.

We have understood the provisions of Purchase Preference (Linked with Local Content) (PPLC-2020) Policy, enclosed in the above bidding document.

We hereby confirm that our offer is achieving the local content (LC) of

- a. minimum 50% local Content ☐
- b. minimum 20% but less than 50% local Content ☐
- c. Less than 20% local Content ☐

(tick whichever is applicable.)

(Statutory auditor / Chartered Accountant of the bidder)

Note: The LC content shall be self-assessed and certified by the authorized signatory of the bidder, signing the bid.

In line with Clause 7.b of the above policy, the said certificate shall be also signed by statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant, wherever required.

**Format for declaration**  
**On the letter head of Vender / seller**

To  
National Aluminium Company Limited,  
Unit Address :  
<>  
<>

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

NALCO Vendor Code or Purchase/Service Order No : < >

Dear Sir,

This is with reference to NALCO's communication dated 19.06.2021, requiring our declaration / information in regard to deduction of tax at source u/s 194Q of the Act. The information is being provided hereunder:

1. Since your company is liable to deduct tax u/s 194Q of the Act, you may deduct the tax in terms of Section 194Q on the consideration paid /credited by your company to us on the amounts aggregate of which is exceeding Rs.50 lacs during the current financial year. We also confirm that we will not take any action to collect tax at source under section 206C(1H) of the Act w.e.f. 01.07.2021.

2. Permanent Account Number of our company is \_\_\_\_\_. Further, we have duly filed our returns of income for Assessment Years 2019-20 and 2020-21 is confirmed as under:

A.Y. [F.Y.]	Date of Filing return	Acknowledgement No.
2019-20 [FY 2018-19]		
2020-21 [FY 2019-20]		

3. The total amount/aggregate of tax deducted at source and tax collected at source (TDS/TCS) in previous years relevant to Assessment Years 2019-20 and 2020-21 is confirmed as under :

(Mention Yes or No)

A.Y. [F.Y.]	Total TDS/TCS Amount is Rs50,000 or more	Total TDS/TCS Amount is less than Rs50,000
2019-20 [2018-19]		
2020-21 [2019-20]		

Please take note of the above information and confirmation and collect tax at the appropriate rate taking cognizance of above information.

I hereby declare that I am duly authorised, on behalf of < Name of Company/Firm > to give this declaration and the information stated above is true to the best of my knowledge and records available with us. If there is any wrong declaration, I undertake to indemnify National Aluminium Company Limited, for any interest and/or any penal consequences.

Name :  
Designation :  
Date of declaration :

For < Name of Company/Firm >