

**NATIONAL ALUMINIUM COMPANY LIMITED**

(A Govt. of India Enterprise)

**Smelter plant**

**Tel:- 9937009213**

**Email:-supriya.batabyal@nalcoindia.co.in**

**ANGUL - 759145 , Odisha**

**Fax:-0674-2300640**

<b>TO: FIVES ECL</b> 100,RUE CHALANT '' RONCHIN 59790 France Tel:+33320887070      Fax:333-20887883 Email:ranjan.behera@fivesgroup.com	<b>[200332]</b> <b>RFQ No./Date:</b> 6000062689 / 23.07.2024 <b>Contact Person/Telephone:</b> Surpiya Batabyal / 9937009213 <b>Purchase Group:</b> 508 <b>Quotation Deadline Date:</b> <b>20.08.2024</b> <b>Quotation Submission Time: 13:00 HRS</b> <b>Delivery Date:</b> 30.04.2025 <b>Collective No.:</b>
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Please submit your quotation in your letterhead in duplicate, addressed to DGM (Materials) Smelter Plant, in sealed cover superscribe with RFQ Number, Collective Number and Quotation Deadline Date on the envelope. The Quotation should be submitted as per price bid format, terms and conditions attached herewith.

SL. NO.	Material Code HSN Code	MATERIAL DESCRIPTION	UNIT OF MEASURE	QUANTITY
1	22301970039	CABLE TROLLEY SYSTEM FOR FTA, ABF-1	SET	1
	As per Attached NIT			

**Special instruction:**

**For & On Behalf of**  
**NATIONAL ALUMINIUM CO.LTD.**

**National Aluminium Company Limited**  
**"Replacement of Festoon System in FTA-2" for ABF-1 at Smelter Plant, Angul, Odisha (India)**  
**e-Tender Notice No. NBC/MM/508/8000000941/2024 DTD. 23.07.2024**

**INSTRUCTIONS TO BIDDERS**

- 1.0 M/s. National Aluminium Company Limited (A Govt. of India Enterprise) invites on-line quotation for **"Replacement of Festoon System in Furnace Tending Assembly of Anode Baking Furnace (ABF-1)"** at Smelter Plant, Angul, Odisha (India). Bids are to be submitted/ uploaded in complete accordance with enclosed Tender Documents and attachments. The detailed Technical specifications shall be as per Annexure-I enclosed with this Tender Documents.

2.0 **CRITICAL DATES:**

Online NIT downloading, bid preparation and submission date : 23/07/2024, 18:00 Hrs. IST to 20/08/2024, 13:00 Hrs. IST  
Date and Time of opening of the tender : 20/08/2024, 16:00 Hrs. IST

3.0 **TENDER DOCUMENTS:**

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

- (i) Notice Inviting Tender (NIT)
- (ii) Instructions to Bidders
- (iii) Annexure-I - Technical Specifications and Scope of Supply
- (iv) Annexure-II - Special Instructions to Bidders
- (v) Annexure-III(A) - Standard Terms & Conditions of PO (Import)
- (vi) Annexure-III(B) - Standard Terms & Conditions of PO (Indigenous)
- (vii) Annexure-IV - Special Terms & Conditions of PO
- (viii) Annexure-V - Terms & conditions - Erection & commissioning at Site
- (ix) Annexure-VI(A) - Agreed Terms & Conditions (Imports)
- (x) Annexure-VI(B) - Agreed Terms & Conditions (Indigenous)
- (xi) Annexure-VII - Price Schedule Format (Import & Indigenous)
- (xii) Annexure-VIII - Proforma for Integrity Pact
- (xiii) Annexure-IX - List of NALCO approved Banks and Bank Mandate Form
- (xiv) Annexure-X - Proforma Advance Bank Guarantee
- (xv) Annexure-XI - Proforma Contract-cum-Performance Bank Guarantee
- (xvi) Annexure-XII - SA 8000 Format for compliance
- (xvii) Annexure-XIII - Form No. 10F
- (xviii) Annexure-XIV - Proforma for Declaration towards no permanent establishment
- (xix) Annexure-XV - Format of Cost Analysis
- (xx) Annexure-XVI - Restriction for suppliers from a country which shares a land border with India
- (xxi) Annexure-XVII - Declaration by the bidder of percentage of local content
- (xxii) Annexure - XVIII - Declaration by the bidder on authenticity of documents

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

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

4.0 **COST OF BIDDING:**

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

5.0 **BID DOCUMENT**

- 5.1 Bidders should download the complete set of tender documents which is available in Tenders section of NALCO's website [www.nalcoindia.com](http://www.nalcoindia.com) and of Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are requested to visit the above websites regularly for any modification/ addition/ bid due date extension for this tender and shall take into consideration the same while preparing and submitting their bids.
- 5.2 Bidders shall treat the tender documents and contents therein as strictly confidential.
- 5.3 The tender document is and shall remain the exclusive property of the OWNER without any right to bidder to use them for any purpose except for the purpose of bidding.
- 5.4 The bidder is expected to examine all instructions, forms, terms and specifications in the tender document. The Notice Inviting Tender (NIT) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidder, unless deviations are specifically stated seriatim (giving reference sl. no. of Tender Document) by the bidder. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder's risk and may result in the rejection of his bid.

6.0 **AMENDMENT OF BID DOCUMENT**

- 6.1 At any time prior to the bid due date, NALCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document and issue amendment in the form of Addendum.
- 6.2 Any addendum thus issued will become part of bidding document and bidder shall submit original addendum / compliance letter duly signed and stamped as token of his acceptance.
- 6.3 In order to afford prospective Bidders, reasonable time in which to take the amendment into account in preparing their bids, NALCO may, at its discretion, extend the bid due date.

7.0 **LANGUAGE OF BID**

- 7.1 The bid prepared by the Bidder and all correspondence / drawings and documents relating to the bid exchanged by Bidder and NALCO shall be written in ENGLISH language. Any printed literature furnished by the Bidder written in another language should be accompanied by an ENGLISH translation. In case of any conflict, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.
- 7.2 In the event of submission of any document/ certificate/ Audited financial report by the bidder in a language other than English or Hindi, the bidder shall get the same translated into English and submit the same after getting the translation duly certified by Indian Embassy situated in Bidder's Country.

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**8.0 PREPARATION OF BID:**

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

**9.0 BID PARTS**

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

**10.0 SUBMISSION OF ON-LINE BIDS / QUOTATION:**

- 10.1 NALCO reserves the right to extend Bid Opening Date. In case of extension of Bid Opening Date, the same shall be hosted in NALCO Website and CPPP Portal. Special intimation shall be given to vendors. All rights and obligations of NALCO and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.
- 10.2 The bids/ quotations complete in all respect should be submitted in the manner indicated in the tender document so as to be submitted / published in on-line mode **before the bid due date and time through our SRM-7 portal**, by logging into our website [www.nalcoindia.com](http://www.nalcoindia.com).
- 10.3 The on-line bid / quotation is to be submitted in **SINGLE PART** containing the following:
- (i) All Technical details, Drawings, Data Sheets, Catalogues / Literatures, etc.
  - (ii) Commercial details as per the tender.
  - (iii) Duly filled up "Agreed Terms & Conditions (Imports & Indigenous)".
  - (iv) Scanned copy of Original Integrity Pact duly filled and signed on each page.
  - (v) The Price - Schedule (with Price figures). The Price Schedule submitted should contain the prices strictly as per the Annexure-VII - Price schedule Format attached with the tender documents.

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

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

- (i) Mr. Tapan Samantray, DGM (Matls.),  
e-mail: [tapan.samantray@nalcoindia.co.in](mailto:tapan.samantray@nalcoindia.co.in), Mob No. +91-9437022746
- (ii) Mr. Supriya Batabyal, Sr. Mgr. (Matls.),  
e-mail: [supriya.batabyal@nalcoindia.co.in](mailto:supriya.batabyal@nalcoindia.co.in), Mob No. +91-9937009213
- (iii) Mr. Mihir Kumar Behera, AGM (Matls.),  
e-mail: [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in), Mob No. +91-9437111103

- 10.5 The hard copy offer should contain the following documents:

- (i) Original Integrity Pact - 02 Nos.
- (ii) A certificate / undertaking by the bidder, stating that the hard copy of the offer submitted is exactly the same as the on-line offer uploaded by them in SRM-7 portal.
- (iii) The hard copy offer should contain TWO SETS (One Original + One Copy) of all the documents as mentioned in Clause - 5.2.3.

The hard copy should be submitted in duly sealed envelope clearly super scribed **"Offer for Replacement of Festoon System in Furnace Tending Assembly of Anode Baking Furnace (ABF-1) at Smelter Plant, Angul, Odisha (India), NIT NO. No. NBC/MM/508/8000000941/2024"**.

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

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

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

11.0 **MODIFICATION AND RE-SUBMISSION OF BIDS:**

- 11.1 Modification of the submitted bid may be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish till the closing date and time of the tender. Bidders may withdraw their bids online within the end date of bid submission.

- 11.2 For hard copy of offer, bidders may modify or withdraw their bid after the bid's submission, provided that the modification/ withdrawal notice is received by the Owners prior to the bid due date & time.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the address mentioned at clause No.- 10.8 above. A withdrawal notice may also be sent by e-mail at [supriya.batabyal@nalcoindia.co.in](mailto:supriya.batabyal@nalcoindia.co.in) & [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in) but should be followed by a signed confirmation copy dated not later than the deadline for submission of bids.

- 11.3 No bid shall be modified subsequent to the due date and time or extension, if any, for submission of bids. Bidder(s) to note that unsolicited price changes

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(including changes in taxes, duties mentioned & their applicability) after submission of bid shall not be allowed.

- 11.4 No bid (whether submitted on-line or off-line) shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder.

**12.0 OPENING OF BIDS:**

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

**13.0 INTEGRITY PACT**

- 13.1 The accompanying '**Integrity Pact**' in the **Annexure-VIII** of tender documents is to be executed in two (02) originals.
- 13.2 Bidder shall engross the Integrity Pact on plain paper (A-4 Size) and submit the same duly signed by the person(s) signing the bid along with un-priced bid. All the pages of the Integrity pact are to be signed by the bidder.
- 13.3 Bidders are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.
- 13.4 The Bidders should not change the contents of the Integrity Pact.
- 13.5 The two (02) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in **the hard copy offer** as mentioned at Para – 10.3. The scanned copy of the Integrity Pact is to be uploaded along with the on-line Bid.
- 13.6 The two originals of Integrity Pact signed and stamped on each page by the bidder and submitted along with the bid will be signed by the representative of NALCO. One original of the Integrity Pact will be retained by NALCO and the other original will be returned to the bidder through post / courier.
- 13.7 Only those bidders, who commit themselves to such a Pact with NALCO, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification for the tender.

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

(i) Ms. Archana Ranjan, IRS (Retd.), E-mail: [ranjan.archana@gmail.com](mailto:ranjan.archana@gmail.com),

(ii) Ms. Deepa Krishan, IRS (Retd.), E-mail: [deepakrishan@gmail.com](mailto:deepakrishan@gmail.com),

(iii) Dr. Meeran C Borwankar, IPS (Retd.), E-mail: [mcborwankar@gmail.com](mailto:mcborwankar@gmail.com),

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

13.9 In Case of sub-contracting by the contractor, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. In view of this, wherever Contractor proposes any sub-contractor in the bid, it shall ensure that sub-contractor shall also sign the Integrity Pact and submit the same in the bid.

14.0 The bidder has to furnish a declaration to the effect that they have not been banned or de-listed by any Government or Quasi Government agencies or PSUs of India. If you have been banned or de-listed by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. The declaration should be in the bidder's official letterhead duly signed by the authorised signatory with official seal. If this declaration is not furnished, your bid shall be treated as **non-responsive and liable for rejection**. Bidders should upload the scanned copy of the declaration with their on-line bid.

15.0 The bidder shall furnish detailed information regarding the names of other firms / agencies / partnership firm / wholly owned or partly owned / subsidiary etc. where they are having financial / professional stakes along with the Part-I Bid. The bidder should also give a declaration / undertaking that any such firm / agency are not participating in the same tender. The declaration/ undertaking should be in the bidder's official letterhead duly signed by the authorised signatory with official seal.  
**Offer without this declaration are liable for rejection.**

16.0 Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest bidder only.

**17.0 BID VALIDITY:**

17.1 Bid shall be kept valid for acceptance for a period of **04 (four) months** from the final bid opening date. A bid valid for a shorter period may be considered as non-responsive and liable for rejection.

17.2 The Bidder shall not be entitled during the bid validity period as mentioned above, without the consent in writing of NALCO to revoke or cancel its bid or to vary the bid given or any term thereof. In case of Bidder revoking or cancelling its bid without the consent of NALCO in writing, NALCO shall reject the offer of Bidder.

17.3 Notwithstanding above, NALCO may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing.



- 18.0 Technical specifications should be strictly as per the **Annexure-I i.e., Technical Specifications** of tender documents enclosed. In case of any deviation, please furnish the same clause-wise, under the head "Technical Deviations". **Any deviation mentioned elsewhere in the offer will not be considered.**
- 19.0 Bid should be submitted without any deviation to the bidding documents. In case of any deviation, deviation to bidding documents shall be submitted as per the pro-forma for deviations enclosed with Agreed terms and conditions questionnaire. **Deviations, if any appearing anywhere else in the offer shall not be considered for evaluation and ordering.**
- 20.0 The Questionnaire under the caption "Agreed Terms & Conditions (Import) / (Indigenous)" is to be duly filled in and submitted along with the offer.
- 21.0 NALCO reserves the right to make any changes in the terms and conditions of Purchase and to reject any or all the bids received including those received late, incomplete and telex / fax bids, without assigning any reason(s) thereof.
- 22.0 Foreign bidders to quote prices in **single** Foreign Currency preferably in **USD, GBP, EUR or JPY** only.

23.0 **AWARD CRITERIA**

The Owner will award the Contract to the successful bidder whose bid has been determined to be the lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

24.0 **NOTIFICATION OF AWARD**

- 24.1 Prior to the expiration of bid validity, NALCO will issue a Letter of Intent (LOI), brief order or Purchase Order to the successful Bidder. The LOI / Brief Order / Purchase Order will constitute the formation of the Contract. The Completion Period shall be counted from the date of LOI/ brief order/ Purchase Order.
- 24.2 Delivery period shall be counted from the date of LOI/ Brief Order/ Purchase Order.

25.0 **ISSUE OF PURCHASE ORDER**

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

26.0 **CONTACTING THE OWNER**

- 26.1 No correspondence, whatsoever until and unless called for by the NALCO, shall be entertained after due date and time of receipt of bid and any uncalled-for communication received later from the tenderers / agents will be ignored.
- 26.2 Any efforts by a bidder to influence NALCO in its bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's offer.



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26.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bid. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

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

**27.0 SOCIAL ACCOUNTABILITY:**

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

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

28.1 NALCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or; any obligations to inform the affected Bidder or Bidders of the ground for the Owner's action.

28.2 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim, against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and the Bidder shall have no claim in that regard against the Owner. A bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.

28.3 Bidder should not be under liquidation, court receivership or similar proceeding. Bidder has to submit **certificate / undertaking** in this respect in their official letter head duly signed by their authorized signatory with official seal.

**29.0 LATE BIDS**

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

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**ANNEXURE-I**

**TECHNICAL SPECIFICATIONS AND SCOPE**

<b>Material Code</b>	<b>UOM</b>	<b>Quantity</b>
<b>22301970039</b>	<b>SET</b>	<b>01</b>

**MATERIAL: CABLE TROLLEY SYSTEM FOR FTA-2, ABF-1**

Complete replacement of Festoon System of Furnace Tending Assembly No.2 (FTA2) of Anode Baking Furnace-1 as per the following:

A. Study of the adaptation of new and proposed festoon system into the existing ones with fully loaded cables.

Supply of loaded flexible Copper cables of Main Hopper Trolley as per as following with approximate length of the cables being 46 meters each:

3C X 35 SQ.MM - 2 Nos  
 3C X 25 SQ.MM - 2 Nos  
 3C X 6 SQ.MM - 1 No  
 30C X 2.5 SQ.MM - 3 Nos  
 12C X 2.5 SQ.MM - 1 No  
 7C X 1.5 SQ.MM - 2 Nos

Supply of loaded flexible Copper cables of Grab Trolley is as per the following with approximate length of the cables being 46 meters each:

4C X 4 SQ.MM - 1 No  
 3C X 35 SQ.MM - 2 Nos  
 3C X 25 SQ.MM - 1 No  
 3C X 2.5 SQ.MM - 1 No  
 7C X 2.5 SQ.MM - 1 No  
 30C X 2.5 SQ.MM - 1 No  
 12C x1.5 SQ.MM - 1 No  
 5C x 1.5 SQ.MM - 1 No  
 7C X 1.5 SQ.MM - 1 No

B. Dismantling of the existing cable trolley system of Main Hopper Trolley and Grab Trolley of FTA-2 of ABF1. Erection of scaffolding and other safety measures are to be strictly adhered to for safety of men and machine.

C. Development of detailed drawings for the festoons and their assembly on the rails.

D. Supply of new one complete festoon and cables for Main Hopper Trolley of FTA2.

1. I profiles for 1 underrunning railway
2. Mobile trolleys x 4
3. Towing clamp x 1
4. End clamp x 1
5. Bracket to support the towing clamp
6. Bolting for railway fixing, end clamp, towing clamp and bracket
7. Electrical cables for hopper trolley supply
8. Cable glands for each extremity of cables

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E. Supply of new one complete festoon and cables for Grab Trolley of FTA2

1. I profiles for 1 underrunning railway
2. Mobile trolleys x 4
3. Towing clamp x 1
4. End clamp x 1
5. Bracket to support the towing clamp
6. Bolting for railway fixing, end clamp, towing clamp and bracket
7. Electrical cables for grab trolley supply
8. Cable glands for each extremity of cables

F. Supervising Team from the party to execute dismantling of old system and erection & commissioning of the new festoon system. The team shall be stationed in the plant at all times during the entire period of the project.

Note:

1. FTA2 crane is the middle crane of ABF1 for which it has to be stationed in maintenance bay with limited space for which pre-shutdown inspection and study of the available space is required.
2. FTA2 Festoon System Replacement Project work shall be started only after all the materials are reached, inspected and accepted in full quantity at NALCO Central Store.
3. Intimation of Plant Shutdown date and starting of the Project Work shall be intimated to the party after getting confirmation from Operation Department In-charge in writing.
4. FTA2 power shall be removed and power rail shall be detached to ensure complete power supply isolation to the project working zone.
5. Supply of man power, welding machines and cutting tools and other necessary machines and supplies required for project is under the party's scope. Any other tools & tackles necessary for any stage of the project shall also be arranged by the party.
6. Gate Pass, Personal Safety equipments and other necessary materials and documents for the supervisory Team of M/s Fives-ECL or any other party authorized by the principal party shall be arranged by the party concerned. The team must remain in the station until full commissioning of the system is successful and accepted by NALCO

7. Warranty Clause:

Material shall be warranted for 12 Months from the date of Commissioning and 18 months from date of supply. Other details as per Special Terms & Conditions of PO.

8. Delivery schedule:

Supply Part: Material is to be supplied within 05 (five) months from the date of placement of Purchase Order and its acceptance on FOT destination basis (for domestic supplier/manufacturer) or on FOB seaport of exit basis (for foreign supplier/manufacturer).

Erection & Commissioning: Erection & Commissioning is to be completed within 20 days after intimation of readiness of site including Supervision of erection & commissioning, Onsite technical assistance (including to & fro travel days or extra man-days if any).

9. CONTRACT-CUM-PERFORMANCE BANK GUARANTEE:

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Contract-cum-performance bank guarantee (CPBG) for 10% (ten percent) of total contract value shall be submitted within 30 days from the date of acceptance of purchase order as per NALCO's format (enclosed) and from any of NALCO's approved banks, as per Annexure-XI, valid for three (03) months beyond the warranty period. Other details as per Special Terms & Conditions of PO.

**10. Payment Terms:**

**A) Supply Part:**

(i) Payment for 90% (ninety percent) of the basic supply value (excluding applicable taxes) along with 100% taxes, duties and freight charges shall be made against dispatch documents through bank.

(ii) Payment for balance 10% (ten percent) of the basic supply value (excluding applicable taxes) shall be made after successful completion of installation & commissioning at site. However, this payment can be released upon submission of advance bank guarantee (ABG) of equivalent amount as per format (Annexure-X) and from any of NALCO's approved banks (list enclosed) which will remain valid up to end of guarantee/ warranty period or till successful completion of installation & commissioning at site. The ABG will be released upon successful completion of guarantee/ warranty period or completion of installation & commissioning at site, whichever is earlier and against due certification of engineer-in-charge of NALCO.

B) On-site Service: 100% within 30 days after completion of successful commissioning & handing over of the Festoon System to NALCO duly certified by EIC.

C) Supervision of Erection & Commissioning: 100% payment within 30 days against presentation of documents after successful completion of installation & commissioning and handing over of the Festoon System to NALCO duly certified by Engineer-in-charge (EIC) of NALCO.

Documents required for release of payment:

- (a) Invoice in Original
- (b) Site Attendance sheet / Time sheet duly certified by NALCO EIC
- (c) Air tickets/ other travel tickets/taxi expenses etc. along with copies of Passport, Visa etc. of Fives ECL expert
- (d) Latest Tax residency certificate (TRC)
- (e) Copy of PAN card issued by Indian issuing authority
- (f) Form No 10F
- (g) Declaration towards no permanent establishment

**NOTE:**

1. All payments shall be through Bank transfer i.e., through an irrevocable Letter of Credit. All payments are subject to submission of acceptable Contract-cum-Performance Bank Guarantee (CPBG) for 10% (ten percent) of Total Order Value within 30 days of placement of LOI/ Purchase order, in NALCO's prescribed format. Direct Payments will be made through e-payment mode through SBI as well as NEFT/RTGS mode through designated enabled branches. Sellers are requested to furnish duly filled Bank Mandate form in duplicate with due authentication from their Banker, as per format attached with tender documents.

2. Other details as per Special Terms & Conditions of PO.

**BASIC NOTE:**

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

**ANNEXURE-II**

**SPECIAL INSTRUCTIONS TO BIDDERS**

- 1.0 The specification of the materials offered should be strictly as per Annexure-I - Technical Specification and scope of supply (enclosed). In case of any deviation, please furnish the same clause-wise, under the head "Technical Deviations". Any deviation mentioned elsewhere in the offer will not be considered.
- 2.0 SITE VISIT:
  - 2.1 Bidder is advised to visit and examine the site, its surrounding and familiarize himself of the existing facilities and environment and collect all other information which he may require for preparing and submitting the bid and entering in to the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.
  - 2.2 The bidder or any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the owner and his personnel or agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.
- 3.0 EVALUATION / LOADING / REJECTION CRITERIA
  - 3.1 All evaluation shall be made on landed and erected on destination basis including design and engineering, supply of equipment's and commissioning spares, etc. and all other construction, installation and commissioning charges, etc. along with the taxes and duties for the same, as per scope of Technical Specifications and Scope of Work. However, vendor recommended two years O&M spares and consumables shall be considered as optional item which will not be considered for evaluation.
  - 3.2 Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected. Further, if there is a discrepancy between the quoted lump sum price, and its separate break-up prices (if any), the quoted lump sum price shall prevail.
  - 3.3 To facilitate evaluation and comparison, NALCO will convert all bid prices of foreign bidder expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on the reference rate of Financial Benchmarks India Pvt. Ltd. (FBIL) as set up by Reserve Bank of India (RBI) or based on the Bill Selling exchange rate of State Bank of India (SBI) prevailing as on the date of price bid opening.
  - 3.4 Bid evaluation for indigenous bidders shall be done considering GST Rates and HSN quoted by the bidder. GST Rates and HSN quoted by the bidder(s) shall be treated as final and bids shall be evaluated accordingly. Any higher rate of tax actually invoiced shall be adjusted in price.
- 1.1 Supply prices shall be evaluated as follows:

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(i) IMPORTED

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

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

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

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

3.5.1 A bid with incomplete scope of work and / or which does not meet the technical specifications and requirements as specified in the NIT documents shall be considered as non-responsive and rejected.

3.5.2 Prices must be furnished in accordance to the price schedule format enclosed and strictly based on the terms specified related to the bid prices in the instructions /

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conditions. Non-compliance to this requirement shall make the bid liable for rejection.

3.5.3 Bidders are requested to note that exceptions / modifications taken by them to the following clauses of Tender Documents - Commercial may result in rejection of their bid: -

- (a) Completion Schedule
- (b) Period of validity of bid
- (c) Guarantee / Warranty

4.0 ORDER OF PRECEDENCE:

In case of any difference between various sections of tender documents, the order of precedence shall be as follows:

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

5.0 REFERENCE LIST

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

6.0 ENGAGEMENT OF AGENTS/MIDDLEMEN/INTERMEDIARY/CONSULTANTS/SERVICE PROVIDERS:

6.1 Any bidder, hereinafter referred as "Principal", who engages another entity (individual/firm/organization) to function, on their behalf, as Agents/Middlemen/Intermediary/Consultants/Service Providers, hereinafter referred as "Agent", against any tender (single/limited/open) must disclose the name and address of such an agent in their offer or in course of tendering process prior to the placement of order by NALCO.

6.2 Agent shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status, including the extent of authorization and authority given to commit the Principal, being enjoyed by the agent and the commission/remuneration/salary/retainer-ship fee being paid by the principal to the agent before the placement of order by NALCO. Wherever the Agent is a foreign company, it shall be confirmed whether it is real substantial company and details of the same shall be furnished.

6.3 Wherever the Agent have communicated on behalf of their Principal, and the Principal has stated that they are not paying any commission to the Agent, and the Agent is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the Principal before the placement of order by NALCO.

6.4 Agent who submits offer, on behalf of their Principal, against a tender must submit Letter of Authority of the Principal specifically authorizing the agent to make such an offer.



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

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**ANNEXURE-III(A)**

**STANDARD TERMS & CONDITIONS OF PURCHASE ORDER (IMPORT)**

**1.0 ACCEPTANCE OF ORDER:**

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

**2.0 SUB-LETTING OF THE CONTRACT:**

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

**3.0 PRICES:**

**3.1 FIRM PRICE:**

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

**3.2 TRANSIT INSURANCE:**

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

**3.3 BANK CHARGES/ STAMP DUTIES/ TAXES:**

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

**4.0 PAYMENT TERMS:**

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

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

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

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

#### 5.0 **SELLER'S SALES CONDITIONS:**

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

#### 6.0 **COMPLETE AGREEMENT:**

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

#### 7.0 **IMPORT LICENSE:**

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

#### 8.0 **DELIVERY AND DELAYS:**

##### 8.1 **CONTRACTUAL DELIVERY DATE:**

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

##### 8.2 **PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:**

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

##### 8.3 **CAUSES OF FORCE MAJEURE:**

Delivery dates will be extended to the Seller without being subject to Clause "Price Reduction Schedule for Delayed Deliveries" in the event of force majeure within contractual delivery period. Only the following to the extent they affect the

execution of this order will be considered cause of force majeure, acts of God (like earthquakes, floods, storms etc.) act of States/ Government, any direction or restriction imposed by Government of India which may affect the contract or the direct and indirect consequences of wars) declared or undeclared, hostilities, national emergencies, civil commotions and strikes (only those which exceed duration of ten continuous days) of Seller's complete factory and major power cuts for a consecutive minimum period of 30 days. The Seller shall immediately inform the Purchaser with certificate issued by Chamber of Commerce or statutory authorities) at the beginning and the end of all such impediments but in no case later than 10 days of the beginning and end of each cause of Force Majeure condition as defined above. It is understood that delivery dates will be extended only for the above-mentioned impediments. The decision of the Owner regarding this shall be final and binding on Seller. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

#### 9.0 DELAYS AND NON-CONFORMANCE:

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

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

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

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

#### 10.0 ALTERNATIVE ARRANGEMENTS:

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

#### 11.0 TERMINATION:

Purchaser shall have the right to terminate the contract by giving 60 days' notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, Purchaser will have right to terminate the contract by written notice to the Seller. Purchaser shall have the right to terminate the contract or any part thereof by written notice to the seller in the event of any direction or restriction imposed by the Govt. of India which may affect the Contract.

#### 12.0 INSPECTION-CHECKING-TESTING:

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

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

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

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

#### **13.0 REVISIONS, CHANGES AND CANCELLATION:**

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

#### **14.0 WARRANTIES/ GUARANTEES:**

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

Checking of Seller's drawings by the Purchaser/ Purchaser's representative and their approval and permission to ship or dispatch the equipment and materials granted by inspectors shall not relieve the Seller from any part of this/its responsibilities of, proper fulfillment of the requirement. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of

any materials arise at any time prior to twelve (12) months from the date of the successful commissioning / commercial operation of the Plant of which the materials supplied under this order from a part thereof, or thirty (30) months from the date of last shipment, whichever period shall first expire, and the Seller is notified thereof. Seller shall, at its own expense and as promptly as possible make such alternations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and fulfill the foregoing guarantees. Purchaser may, at its option, remove such defective materials, at Seller's expense, in which event Seller shall without cost to Purchaser and as promptly as possible furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed for a period of not less than thirty (30) months from the date of shipment.

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

**15.0 NON-ASSIGNMENT:**

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

**16.0 PACKING, MARKING & SHIPMENT:**

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

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

**17.0 WEIGHTS AND MEASUREMENTS:**

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

**18.0 SPARE PARTS:**

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

**19.0 RESPECT FOR DELIVERY DATES:**

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

**20.0 PART ORDER:**

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

**21.0 REPEAT ORDER:**

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

**22.0 RECOVERY OF SUMS DUE:**

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

**23.0 NON-WAIVER:**

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

**24.0 TECHNICAL INFORMATION:**

Drawing, specifications and details specifically developed for Purchaser shall be the property of the owner and shall be returned by the Seller on demand. The Seller shall not make use of drawings and specification for any purpose at any time save and except for the purpose of the Purchaser. The Seller shall not disclose the technical information furnished to or gained by the Seller or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imported and supplied to the Seller by Purchaser shall at all times remain the absolute property of the Purchaser.

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



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

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

**26.0 SUBSTITUTION AND WRONG SUPPLIES:**

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

**27.0 SELLER DATA REQUIREMENTS:**

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

**28.0 ORDER OF PRECEDENCE:**

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

**29.0 ARBITRATION:**

In case of any dispute or difference arising out of the contract which cannot be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO, shall communicate/ cause to communicate, a panel of three names of persons to Seller/ NALCO as the case may be in this regard within 30 (thirty) days of notice of arbitration by the Seller/ NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.

**30.0 JURISDICTION:**

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

**31.0 IMMUNITY TO GOVERNMENT OF INDIA:**

It is expressly understood and agreed by and between the Seller and Purchaser i.e. M/s. National Aluminium Co. Ltd. (A Government of India Enterprise) that M/s.

**National Aluminium Company Limited**  
**"Replacement of Festoon System in FTA-2" for ABF-1 at Smelter Plant, Angul, Odisha (India)**  
**e-Tender Notice No. NBC/MM/508/8000000941/2024 DTD. 23.07.2024**

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

**32.0 GENERAL:**

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

**National Aluminium Company Limited**  
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**ANNEXURE-III(B)**

**STANDARD TERMS & CONDITIONS OF PURCHASE ORDER (INDIGENOUS)**

**1. ACKNOWLEDGEMENT:**

Acknowledgement of acceptance of the purchase order must be sent to NALCO within 7 days from the date of receipt of the Order, failing which it shall be deemed that the Order has been accepted by the supplier in full.

**2.** The Purchase Order No. and date should be quoted in all correspondences including the dispatch documents and invoices.

**3. SUB-LETTING OF THE CONTRACT:**

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

**4. PRICE(S):**

The Price mentioned in the Purchase Order will remain firm and fixed till complete execution of the Order unless otherwise specified elsewhere in the Order. However statutory variations, if any in taxes, duties and levies during contractual delivery period only, may be considered against documentary evidence. NALCO will not pay any packing and forwarding charges, Excise Duty, Sales Tax, Entry Tax and or any other taxes, duties or levies that have not been specified in the Order.

**5. CENVAT BENEFIT:**

In case of Excisable goods, for availing CENVAT Credit Transporter's copy of Invoice as prescribed in the Central Excise Rules, must be handed over to the carrier along with other relevant dispatch documents. The original copy of the Excise Duty Invoice should be sent along with the payment documents. However, any modification in the prescribed rule by Excise Authorities from time to time will be applicable.

**6. DELIVERY AND PRICE REDUCTION SCHEDULE:**

Delivery period is the essence of the contract and the materials should be dispatched within this time, failing which, NALCO without prejudice to its rights under the contract shall have the option either to reduce the price @ 1/2% of order value per week or part thereof subject to a maximum of 5% of the undelivered portion/ the order value (if the item(s) cannot be used unless full supply is made) or to cancel the Order and purchase the materials from alternative source at the risk and cost of the supplier.

**7. ALTERNATIVE ARRANGEMENTS:**

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

**8. TERMINATION:**

**National Aluminium Company Limited**  
**"Replacement of Festoon System in FTA-2" for ABF-1 at Smelter Plant, Angul, Odisha (India)**  
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NALCO shall have the right to terminate the contract by giving 60 days' notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, NALCO will have right to terminate the contract by written notice to the Seller.

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

**9. INSPECTION:**

Inspection and testing of materials will be carried out at NALCO premises and NALCO decision regarding acceptance or rejection shall be final.

**10. PACKING:**

It is the responsibility of the supplier to securely and properly pack the consignment and also in the prescribed manner for transport by road, rail or sea as the case may be so as to ensure its safe delivery at destination. The consignment shall be prominently marked showing the Purchase Order No., Consignee with Destination. Each package shall contain a list of items packed therein.

**11. CONSIGNEE:**

All consignments shall be booked to consignee as specified in the Purchase Order.

**12. TRANSIT INSURANCE:**

Unless otherwise specified, transit insurance shall be arranged by NALCO upon receipt of dispatch intimation.

**13. DISPATCH INTIMATION:**

Delivery Challan and non-negotiable copies of LR/RR along with one copy of the invoice shall be sent to the Consignee specified in the Purchase Order so as to reach him immediately. In addition to above, the supplier shall send the dispatch particulars such as LR/RR No. Bill No. and value through FAX/E-mail. Unless the above are complied with, the supplier shall be responsible for Wharfage, Demurrage and all risks in transit.

**14. WAY BILL FORM:**

For materials coming inside the State of Orissa from outside States Way Bill form XXXII is required for transportation purpose. Transporter shall collect Orissa Way Bills from NALCO's authorized agents stationed at Orissa border check posts. Any change in present procedure of way bill by the Government of Orissa will be adopted.

**15.** The seller shall ensure to dispatch the materials only through NALCO's authorized transporters where the contract is entered on ex-works/F.O.R. dispatching point delivery term. In case order is placed on FOT destination basis and payment is to be negotiated through bank, the material should be dispatched preferably through NALCO's authorized/approved transporters.

**16. BANK CHARGES:**

Unless otherwise specified, all the Bank charges at the supplier's end will be to the seller's account.

**17. BILLING:**

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Dispatch documents (i.e. Packing list, Challan, LR/RR) along with Bills shall be sent as follows:

- (a) Direct payment: - Two sets to designated Finance and Materials executive and one set to the consignee specified in the purchase order.
- (b) Payment through Bank - One set to the designated finance executive, two sets to negotiating Bank with advice to send one set to the designated finance executive along with Bank intimation. The supplier will also send one set each the authority placing the purchase order and one set to the designated consignee in Central Stores.

DUPLICATE COPY OF EXCISE INVOICE (TRANSPORTER COPY) SHOULD BE SENT ALONG WITH CONSIGNMENT TO THE CONSIGNEE FOR AVAILING CENVAT.

**18.** Charges for prepaid freight, where admissible should be substantiated by original vouchers attached to the invoices.

**19. WARRANTY:**

The materials shall conform to specifications for satisfactory performance under normal conditions and carry a warranty against any faulty design, wrong specification, defective materials or bad workmanship for a period of 12 months from the date of putting into use or 18 months from the date of dispatch whichever is earlier.

**20.** The amount due against this Order can be recovered from or adjusted against any outstanding sums that may be due from NALCO to the seller on any account and without prejudice to any other rights of NALCO.

**21. REMOVAL OF REJECTED GOODS:**

Rejected goods shall be dispatched to the supplier on freight to pay basis.

**22. ARBITRATION:**

In case of any dispute or difference arising out of the contract which cannot be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO, shall communicate/cause to communicate, a panel of three names of persons to Seller/NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.

**Jurisdiction:**

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

**23. FORCE MAJEURE**

**National Aluminium Company Limited**  
**"Replacement of Festoon System in FTA-2" for ABF-1 at Smelter Plant, Angul, Odisha (India)**  
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Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc., shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cession of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

**24.** Security Deposit, wherever specified, will be deposited immediately failing which it will be recovered from the bills as the case may be.

Security Deposit in the shape of Bank Guarantee in Nalco's format from a bank approved by NALCO shall also be acceptable.

**25.** Performance Guarantee (in the shape of a Bank Guarantee from a bank approved by NALCO), wherever specified, shall be submitted in NALCO's format in the manner specified in the purchase order.

**26.** Sales Tax declaration forms will be issued once in a year covering all the Bills after receipt of a letter with relevant bill copies.

**27.** Material Code number shall be painted/embossed/cast on the item.

**28.** Other terms and conditions of the enquiry including agreed variation, if any, to the extent not covered above will also be applicable to this Order.

**ANNEXURE-IV**

**SPECIAL TERMS & CONDITIONS OF PURCHASE ORDER**

**1.0 PLACE OF DELIVERY:**

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

**2.0 PRICE REDUCTION SCHEDULE**

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

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

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

4.0 Cl.No. – 4 – PRICE(S) and Cl.No. – 3 – PRICE(S) of Standard Terms and Conditions of Purchase Order (Indigenous and Import respectively) shall be read as follows instead of existing:

**"The Price mentioned in the Purchase Order will remain firm and fixed till complete execution of the Order unless otherwise specified elsewhere in the Order. However statutory variations, if any in taxes, duties and levies during contractual delivery period only, may be considered against documentary evidence. NALCO will not pay any packing and forwarding charges or any other taxes, duties or levies that have not been specified in the Order."**

5.0 Cl. No. – 5 – CENVAT BENEFIT of Standard Terms and Conditions of Purchase Order (Indigenous) shall be read as follows instead of existing:

**"INPUT TAX CREDIT:**

**In case of taxable goods, for availing INPUT TAX Credit Transporter's copy of Invoice as prescribed in the GST Act, must be handed over to the carrier along with other relevant dispatch documents. The original copy of the Tax invoice should be sent along with the payment documents. However, any modification in the prescribed rule by GST Council from time to time will be applicable."**

6.0 Cl. No. – 14 – WAY BILL FORM of Standard Terms and Conditions of Purchase Order (Indigenous) shall be read as follows instead of existing:



**"E-WAY BILL (EWB):**

**For movement of goods to Nalco, it is the responsibility of the supplier to generate the E-waybill as per the tax invoice following the provisions of E-WAYBILL Rule 138 to 138D read with Notifications issued by respective States, if any. Nalco shall not be responsible for any consequences in case of non-compliance of the E-WAY BILL Rule by the supplier.**

- 7.0 The last para of Cl. No. – 17 – BILLING of Standard Terms and Conditions of Purchase Order (Indigenous) shall be read as follows instead of existing:

**"Duplicate copy of tax invoice (transporter copy) should be sent along with consignment to the consignee for availing input tax credit."**

- 8.0 Cl. No. – 18 & Cl. No. – 26 of Standard Terms and Conditions of Purchase Order (Indigenous) stand deleted.

- 9.0 All the material is required to be transported in India by Registered Common Carriers, preferably having an office at the place of concerned unit. Provisions of carriage by Road Act, 2007 and rules made there under for transport of goods through common carriers only, shall be applicable.

- 10.0 Cl. No. - 18.0 – SPARE PARTS & Cl. No. - 21.0 – REPEAT ORDER of Standard Terms and Conditions of Purchase Order (Import) stands deleted.

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

11.1 Supply Portion (Import)

- (a) 90% (Ninety percent) payment of basic supply value (FOB/ FCA basis) along with 100% (hundred percent) ocean/ air freight charges (*in case of CFR order basis*) shall be made against presentation of shipping documents through bank.
- (b) Balance 10% (Ten percent) of basic supply value shall be made against submission of simple invoice after successful installation and operation of supplied equipment against due certification by Manager-in-charge of NALCO. In case the supplied equipment has not been installed and in operation within eight (8) months from the FOB/FCA date due to reason not attributable to the vendor, this payment will be released upon request by vendor against submission of simple invoice and upon submission of advance bank guarantee (ABG) of equivalent amount as per format (Annexure – X) and from any of NALCO's approved banks (list enclosed) which will remain valid up to end of guarantee/ warranty period or performance guarantee period.

The following documents are to be submitted for release of payment

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

11.2 Erection & Commissioning portion:

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

**11.3 Supervision activity:**

100% payment within 30 days against presentation of documents after successful completion of installation & commissioning and handing over of the Festoon System to NALCO duly certified by Engineer-in-charge (EIC) of NALCO.

**NOTE:**

- (i) All foreign currency payment to foreign bidder shall be released either through CAD (cash against documents) basis against presentation of shipping documents or through Irrevocable Letter of Credit (LC), which shall be opened through NALCO authorized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by them.
- (ii) As per recent amendment to Income Tax Act by Govt. of India, the contractor has to submit following documents for release of payment in foreign currency:
  - Tax Residency Certificate, IT PAN No. (if any), valid e-mail id, and valid telephone No. and Fax No.
  - Tax Residence Certificate issued by Tax Authority of his country from where his office/ establishment is located. The Tax Residence Certificate is to be issued in ENGLISH Language. If the same is issued in any other Language, the seller must translate it to English Language & submit for release of payment.

**12.0 GUARANTY/ WARRANTY**

Cl. No. - 19.0 of Standard Terms and Conditions of Purchase Order (Indigenous) and Cl. No. - 14.0 of Standard Terms and Conditions of Purchase Order (Import) shall be read along with Annexure-I - Technical Specification & Scope of Tender Documents.

All other provision of Cl. No. - 19.0 of Standard Terms and Conditions of Purchase Order (Indigenous) and Cl. No. - 14.0 of Standard Terms and Conditions of Purchase Order (Import) shall remain unaltered.

**13.0 INSURANCE**

NALCO will arrange for transit insurance (from FOB Seaport onwards for foreign supplies and FOT dispatch point onwards for indigenous supplies) of materials under the scope of the Order.

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

For Foreign vendor:

**National Aluminium Company Limited**

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

For Indigenous vendor:

P.O. No., name of the commodity, LR/ RR No., Bill No., dispatch point, weight of material, total value of the consignment etc.

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

**M/s. The oriental Insurance Company Limited**  
**1ST FLOOR, OCHC COMPLEX**  
**NEAR RAM MANDIR, UNIT-III, JANPATH**  
**BHUBANESWAR, ODISHA # 751001**  
**CONTACT PERSON: MR. AMARESH ROUT**  
**MOB: +91 828 0171 110**  
**PH: +91 674 2392554**  
**E-MAIL: [345300@ORIENTALINSURANCE.CO.IN](mailto:345300@ORIENTALINSURANCE.CO.IN),**  
**[AMARESH.ROUT@ORIENTALINSURANCE.CO.IN](mailto:AMARESH.ROUT@ORIENTALINSURANCE.CO.IN)**

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

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

**15.0 CONTRACT PERFORMANCE GUARANTEE:**

Supplier will be required to submit Contract - cum - Performance Bank Guarantee (CPBG) for 10% (ten percent) of Order Value (Supply order + Freight value in case of CFR Incoterm) within 30 days of placement of order. The CPBG shall be as per proforma enclosed with the Tender Documents. The CPBG should be furnished from any of NALCO approved Banks as per the list enclosed with the Tender Documents. The CPBG shall remain up to guarantee/ warranty period with claim period of a minimum of 3 months. All payments shall be released after receipt of acceptable CPBG. The wording of BG should be strictly as per proforma and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank. In case any amendment is issued to the order enhancing the order value, the Seller shall within 15 days of receipt of such an amendment furnish to the buyer an amendment to the CPBG rendering the same valid for the order as amended.

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

The seller shall ensure that the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Nalco Bhavan P/1, Nayapalli, Bhubaneswar-751013, (Orissa), Attn. General Manager (Materials) under speed post or registered post (AD) so as to reach the addressee within 30 days of order.

The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to the buyer.

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

**16.0 INSPECTION-CHECKING-TESTING:**

Cl. No. - 9.0 of Standard Terms and Conditions of Purchase Order (Indigenous) and Cl. No. - 12.0 of Standard Terms and Conditions of Purchase Order (Import) shall be read along with Annexure-I - Technical Specification & Scope of Tender Documents. At least 30 days clear advance notice shall be given by the bidder to NALCO for carrying out the pre-dispatch inspection (PDI) at suppliers works.

**17.0 Tax Residence Certificate:**

As per Indian Income Tax rules for foreign payment, seller has to furnish Tax Residence Certificate issued by Tax Authority of his country from where his office/ establishment is located. The Tax Residence Certificate is required for release of payment by Banker. The Tax Residence Certificate is to be issued in English Language. If the same is issued in any other Language, the seller must translate it to English Language & submit for release of payment.

18.0 For import consignments, all taxes, duties and levies of any kind that may be payable outside India shall be borne by the Seller. All taxes and duties payable in India on the supply material shall be payable by the Purchaser

**19.0 GST Clause applicable for Indigenous Bidders:**

19.1 It would be the responsibility of the contractor to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with NALCO's GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime.

19.2 The contractor would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filling of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable alongwith Statutory levy/Tax, if any, payable on such recovery.

19.3 Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.

- 19.4 The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- 19.5 In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e., payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with statutory levy, if any, payable on such recovery.
- 19.6 NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- 19.7 To enable NALCO to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.
- 19.8 The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- 19.9 In case, NALCO is not able to take Input Tax Credit due to any noncompliance/default/ negligence of the seller, the same shall be recovered from the pending bills/ dues (including security deposit, BG etc.).
- 19.10 Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.
- 19.11 Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- 19.12 Tax deduction at source (TDS) under GST: As per section 51 of CGST Act 2017, NALCO shall deduct TDS as applicable at time of payment.

## 20.0 **LIMITATION OF LIABILITIES**

- 20.1 The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:
- a) In the event of breach of any Applicable Law;
  - b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
  - c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
  - d) In the event of any claim or loss or damage arising out of infringement of intellectual property; or

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- e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.
- 20.2 Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.
- 20.3 Notwithstanding anything in the Contract to the contrary, no liabilities owed by the Contractor to Owner that are covered by insurance obtained by the Contractor or Owner pursuant to Clause 13 is included in the Contractor's aggregate liability for the purpose of determining the limit of the Contractor's liability under the Contract.

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**National Aluminium Company Limited**  
**"Replacement of Festoon System in FTA-2" for ABF-1 at Smelter Plant, Angul, Odisha (India)**  
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**ANNEXURE-V**

**TERMS AND CONDITIONS FOR ERECTION, TESTING, COMMISSIONING AT SITE**

- 1.0 The man days with per diem rate quoted for On Site Technical Assistance at site shall include transport, out of pocket expenses, all health care/ medical expenses and all other incidental charges for your personnel.
- 2.0 It should include to & fro Economy class Air fare for Foreign vendor's supervisory personnel as well as travel time.
- 3.0 For Indian bidders, To & Fro 2<sup>nd</sup> A/C fare by rail for transportation up to site shall be reimbursed against documentary evidence.
- 4.0 The man days with per diem charges shall remain firm and fixed till complete execution of contract without escalation.
- 5.0 Seller shall be working at Owner's site along with agencies who will be engaged in similar other activities. For this purpose, the third-party risk shall also be covered by seller at his cost.
- 6.0 Following site conditions shall apply:
  - (i) Working hours at those prevailing site - normally 8 hours a day, Monday through Saturday with maximum 44 hours per week.
  - (ii) Vendor's supervisor personnel to observe/ abide by
    - Site working conditions and Safety codes.
    - All applicable Indian Laws at Site.
  - (iii) Vendor will indicate number of persons to be deployed and tentative number of days for completion for On Site Technical Assistance at site.
  - (iv) Selection of Foreign / Indian supervisory personnel shall be left to Owner's choice.
  - (v) The man days with per diem rate for installation, erection, testing, commissioning, etc. of **Foreign vendor** shall be net of Indian Income Tax (i.e., exclusive of Indian income tax). The Owner will consider Income Tax (by grossing up) at the prevailing rate for evaluation of bids. Further, Owner shall deposit Tax at source as applicable after grossing up the sums due while making payments against each invoice for the services in India. Any statutory variation on account of change in Indian Income Tax rate in Double Taxation Avoidance agreement (DTAA) shall be to Owner's account. Certificate for Tax Deducted at Source (TDS) shall be provided to the vendor which the vendor can claim/ offset the Tax liability in their Country. The bidder to quote their prices considering the benefits of DTAA and the Indian Income Tax, TDS certificate credit while submitting their bids. The Contractor shall provide Tax Residency Certificate (TRC), a copy of PAN Card issued by Indian Issuing Authority, Form No. 10F (Annexure-XIII) and declaration towards 'no permanent establishment' (Annexure-XIV) before release of payment for such activities. Failing to provide the above, the payment to supplier/ contractor/ consultant shall be subject to recovery of additional TDS also as per the provisions of Indian income tax act/ rules.
  - (vi) Charges for above activities of **Indian Vendor** shall be inclusive of Indian Income Tax. Indian Income Tax will be deducted from the bill amount & Tax Deducted at Source Certificate will be issued.
- 7.0 The charges of foreign vendor supervisory personnel shall be exclusive of applicable GST. Indian Vendors shall indicate the SAC code and the applicable GST rate for



this activity in the price schedule. For Foreign vendors the same shall be borne by NALCO.

- 8.0 Since it is an existing NALCO Site with various units in operation, the proposed site has constraints of space availability, restriction in movement of over dimensioned/ overweight consignments both within and outside the NALCO Site limits. Further, construction/ erection work for several other project facilities at various location within Site will be progressing concurrently. It will be the responsibility of vendor to seek approvals from the Owner for working within & outside the NALCO Site limits and also of taking all suitable safety measures as per regulations in force for the safety of existing NALCO Site.
- 9.0 All tools, tackles and consumables shall be arranged by vendor at his own cost.
- 10.0 Vendor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their representatives/ staff at their own cost and abide by all labour laws/ safety codes and statutory regulations and keep Owner indemnified in respect thereof.
- 11.0 Vendor shall arrange and pay for all insurances as may be required under the law for their employees/ materials/ subcontractor(s) and shall also cover against all risk for the material issued by Owner. Vendor shall be working at Owner's Site along with agencies who will be engaged in other activities. For this purpose, the third-party risk shall also be covered by Vendor.
- 12.0 The vendor is responsible for keeping his work place neat and clean and shall always avoid scattering of any materials around the work place. The vendor shall clear the work site of all debris, materials, tools & tackles etc. immediately upon completion of the job. Any temporary lines/ cables etc. laid for the purpose of execution of a particular job shall be immediately removed to an agreed location and the site cleared off all such materials.
- 13.0 The vendor shall not throw out gaskets, used electrode pieces, hand gloves, cotton wastes, gunny bags, polythene bags etc. into open channel, any drains or pipeline systems. These are to be collected together and deposited in bins/ waste collectors earmarked for the purpose of disposal after consultation with Engineer-In-charge.
- 14.0 The contractor is required to arrange all handling equipment's for installation and commissioning at their cost.
- 15.0 As per the applicable factory act, the labour license required shall be taken by the vendor before starting the works.

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

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

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

**1. PAN No.**

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

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

**2. Tax Residency Certificate (TRC)**

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

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

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

**3. Form 10F**

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

The above shall be furnished before release of any payment for site activities or within one month of the release of Order. Failing in submission of the above information, any additional tax liability on Owner, will be deducted from the payment due to the Supplier/ Contractor.

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**ANNEXURE-VI(A)**

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

**IMPORTANT**

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

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

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Sl. No.	Descriptions	Vendor's confirmation with details
	along with offer.	
17.	Please indicate the HS Code of the offered goods/equipments.	
18.	Confirm acceptance of Price Reduction Schedule for delay in completion specified in the Tender Documents.	
19.	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
20.	Letter of Credit shall be opened through a Govt. of India Bank and hence need not be confirmed. Confirm that confirmed L/C is not required by you.	
21.	In case you require confirm L/C, then L/C confirmation charges shall be to your account. Confirm acceptance.	
22.	All Bank charges and Stamp duties payable outside India in connection with payments to be made under this Purchase Order shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser.	
23.	All taxes, duties and levies of any kind payable up to FOB Port of Shipment shall be borne by you.	
24.	Prices quoted must exclude transit insurance charges from FOB Port of Shipment or by Air as the same shall be arranged by the Purchaser. All Transit Insurance charges for inland transit up to FOB Port of Shipment must be included by you in your prices.	
25.	Please Confirm that the quoted prices shall remain firm and fixed till complete execution of order.	
26.	Please indicate name and address of your Bankers.	
27.	All correspondence must be in ENGLISH language only.	
28.	Please Confirm that Contract cum Performance/ Performance Bank Guarantee (CPBG) wherever required will be furnished for value and terms & conditions as per the tender documents.	
29.	Confirm acceptance of Guarantee/ Warranty as per documents attached with tender.	
30.	Confirm that quoted prices are inclusive of all inspection & testing charges as per tender documents.	
31.	Confirm that the quoted prices are valid for acceptance up to four (04) months from the final due date of submission of Bid.	
32.	<del>Confirm that the quoted prices for vendor recommended two years normal O&amp;M spares shall be valid for six months from the date of LOI/ brief order / purchase order.</del>	NA
33.	Confirm that in case of placement of order, you will be submitting firm cargo details containing weight, dimensions, no. of packages, no. and types of containers required and port of shipment within one month of placement of LOI/brief order/Purchase order.	
34.	Confirm that the quoted prices for Ocean freight shall remain valid for acceptance up to three months beyond the submission of complete and firm cargo details by you.	
35.	(i) All other Commercial terms & conditions shall be as per Tender Documents - Commercial (Import), Addendum to Tender Documents and other documents attached with the tender. Confirm. (ii) In case of deviations, confirm clause wise comments have been specified in a separate Annexure attached herewith. (iii) All the terms & conditions have been indicated in this format including Annexure and have not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.	
36.	Please confirm acceptance to attached Terms & Conditions for	

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Sl. No.	Descriptions	Vendor's confirmation with details
	Installation, Testing and Commissioning as per tender documents.	
37.	The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner or the vendor is a Private Company in which any of the Directors of Owner is a member or Director.	
38.	Please Confirm that net worth of your company during the last financial year is positive.	
39.	<del>Please furnish Audited Annual Report containing Balance Sheet and Profit and Loss Account for the last three years.</del>	NA
40.	The Vendor is required to state whether M/s. Rio Tinto Alcan (RTA) has any shareholding/ management control in your Company.	
41.	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU.	
42.	Please Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
43.	Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id.	
44.	<del>Please confirm that you have submitted EMD/EMDBG as per NIT requirements</del>	NA
45.	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT	
46.	Confirm you have submitted two original copies of the pre - contract Integrity Pact as per NIT.	
47.	Please indicate the complete name & address on which order is to be placed by Purchaser (in the event of placement of order)	
48.	Manufacturer's name & address	

Place:  
 Date:  
 Designation :

Signature:  
 Name :  
 Seal:

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**DEVIATION SCHEDULE TO TERMS & CONDITIONS OF PO (IMPORTS)**

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

**NOTE:**

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

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

SIGNATURE \_\_\_\_\_  
 NAME \_\_\_\_\_  
 DESIGNATION \_\_\_\_\_

DATE:

BIDDER'S SEAL

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**ANNEXURE-VI(B)**

**AGREED TERMS & CONDITIONS (INDIGENOUS)**  
**(FOR INDIGENOUS BIDDERS)**

**IMPORTANT**

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

Sl. No.	Descriptions	Vendor's Confirmations
1	(i) Please Confirm Acceptance of Technical specifications and scope of work as per attached <b>Annexure-I i.e., Technical Specifications</b> . (ii) In case of deviations, confirm that the same has been highlighted separately.	
2	Confirm that data sheets/ technical questionnaire duly filled in are attached, wherever required.	
	Confirm Spare parts list, wherever required with item wise prices have been submitted for following categories:	
	(a) Commissioning & Start up Spares as per tender documents	
	(b) Standard Tools & Tackles as per tender documents	
	(c) Mandatory spares as per tender documents	
	<del>(d) Vendor recommended spares for two years normal operation and maintenance as per tender documents.</del>	NA
4	It is noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer.	
5	Indicate Manufacturer's name & address with Tel/ Email, etc.	
6	Confirm that the quoted prices are based on FOR/ FOT dispatch point including packing & forwarding.	
	(i) If quoted on Ex-works basis, indicate P&F charges in terms of percentage.	
	(ii) Indicate dispatch station.	
7	Please confirm that firm freight charges up to Site are quoted in price bid.	
8	In case you have not quoted the freight charges separately in the Price Schedule, please quote the same in terms of % of the quoted FOT dispatch point price.	
9	Confirm you have quoted prices strictly in the price schedule format enclosed with NIT documents.	
10	Confirm Transit insurance is excluded from the quoted prices. If inclusive, indicate rebate for excluding the same.	
11	(a) Statutory variation in GST, if any, up to the contractual delivery date (CDD) shall be borne by NALCO. Any increase beyond the CDD shall be borne by the vendor. However, the benefit of any reduction in any of the above statutory levies beyond CDD must be passed on to NALCO. Pl. note and confirm.	
	(b) Please indicate the present rate of GST applicable on the supplies (For Intra-state supplies CGST + SGST shall be applicable whereas for Inter-state IGST shall be applicable. Vendor to quote accordingly).	



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Sl. No.	Descriptions	Vendor's Confirmations
	(c) If there is any increase in GST at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by the vendor.	
	(d) If GST is presently not applicable, confirm whether the same will be borne by the vendor in case it becomes leviable later.	
	(e) In case (c) or (d) is not acceptable, advise maximum rate of GST chargeable	
12	Confirm submission of GSTIN along with acknowledgement receipt containing the ARN	
13	Confirm in case of delay on a/c of vendor, any new or additional taxes and duties imposed after contractual delivery shall be to vendor's account.	
14	Confirm acceptance to Delivery/ Completion Period as mentioned in tender documents	
15	Confirm utility requirement wherever applicable are given in offer.	
16	Confirm customer references are given in offer.	
17	Confirm complete technical literature/catalogue are being submitted along with offer.	
18	Confirm acceptance of Price Reduction Schedule for delay in deliveries specified in Tender Documents.	
19	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
20	Confirm that the quoted prices shall remain firm and fixed till complete execution of order.	
21	Confirm that Contract cum Performance Bank Guarantee whatever required will be furnished for value and terms & conditions as per document attached with tender documents.	
22	Confirm acceptance of Guarantee/ Warranty as per documents attached with tender.	
23	Confirm that quoted prices are inclusive of all inspection & testing charges as per NIT terms.	
24	Indicate type of your Vendor category under GST: Compounding Scheme Vendor or Registered Vendor or Un-Registered Vendor If Vendor is GST Compounding Scheme vendor, please confirm that you have submitted the copy of the declaration: FORM GST-CMP 01 or FORM GST CMP 02. (In case of non- submission of these documents, your offer may be liable for rejection)	
25	Please confirm that you have quoted the HSN (Harmonized System of Nomenclature) code of goods or Accounting Code of services for all items as per scope of work of NIT.	
26	(i) All other Commercial terms & conditions shall be as per Standard Terms & Conditions of Purchase Order (Indigenous) and other documents attached with the NIT. Confirm acceptance. (ii) Please confirm acceptance to attached Terms & Conditions for splicing activity at Site (iii) In case of deviations, confirm clause wise comments have been specified in the format attached at the end of this questionnaire. (iv) All the terms & conditions have been indicated in this format including Annexure and has not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.	
27	If offer is based on certain Imported Raw Materials required for Equipments/ Materials offered, please note and specify the following:	

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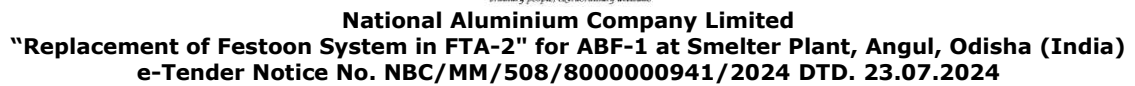
Sl. No.	Descriptions	Vendor's Confirmations
	(i) Owner will not provide any Import License for the same. Any expenditure towards the same shall be borne by Seller.	
	(ii) Indicate Description, Quantity & CIF value of Imported Materials (in Rs.) for each Equipment/ item of quotation in price bid.	
	(iii) Confirm that all variations in Customs duty and Foreign Exchange till complete execution of the contract shall be to Seller's account.	
28	Confirm that all taxes, duties and levies of any kind payable by Seller up to the stage of handing over of the system to Owner shall be borne by you.	
29	The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner or the vendor is a Private Company in which any of the Directors of Owner is a member or Director.	
30	Confirm that the quoted prices are valid for acceptance up to six months from the final due date of submission of Bid.	
31	Confirm that quoted prices for Optional attachments are valid for the stated period as asked in the tender documents.	
32	Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
33	Confirm that net worth of your company during the last financial year is positive.	
34	Please furnish Annual Report containing Balance Sheet & Profit & Loss Account for the last 3 years.	
35	As soon as shipment/ dispatch is made, the seller shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.	
36	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU. Confirm you have submitted declaration to this effect as per tender conditions.	
37	Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id. If e-mail id is not available, an undertaking is to be given that e-mail id is to be registered within 2 weeks of bid submission	
38	Vendors shall indicate the SAC code and the applicable GST rate for the Service activity	
39	<del>Confirm you have submitted EMD as per NIT</del>	NA
40	Confirm you have submitted two original copies of the pre-contract Integrity Pact as per NIT.	
41	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT.	
42	The Vendor is required to state whether M/s AP/ ALCAN has any shareholding/ management control in your Company.	
43	Please confirm that you will generate the E-waybill as per tax invoice following the provision of E-waybill Rule 138 to 138 D read with notification issued by respective States, if any.	
43	Please confirm type of Supplier i.e., Whether Class-I or Class-II local supplier or Non-Local Supplier (As defined in order dtd. 16.09.2020 & OM Dtd. 04.03.2021 of DPIIT, Ministry of Commerce and Industry, GoI).	
44	Provision for PREFERENCE TO MAKE IN INDIA: Please confirm your acceptance to the said provision	

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Sl. No.	Descriptions	Vendor's Confirmations
45	Confirm percentage of local content for the offered goods.	
46	Confirm, Certificate for local content from statutory auditor or cost auditor of the company or form a practicing cost accountant practicing chartered accountant.	

**Place:**  
**Date:**

**Signature:**  
**Name:**  
**Designation:**  
**Seal:**



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

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

SIGNATURE \_\_\_\_\_  
NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_

BIDDER'S SEAL

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**ANNEXURE-VII**

**PRICE SCHEDULE FORMAT**

**Bidder's Quotation No.** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of vendor:** \_\_\_\_\_

**Currency of Quotation:** \_\_\_\_\_

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

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

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
<b>1.0</b>	Study, Design, Engineering, Manufacturing, Procurement, Inspection, Assembly, Painting, Testing at Supplier's works, Packing & Forwarding, Loading at Seaport / Airport and Supply of Main Equipments including Commissioning and Start-up Spares (break-up to be furnished with unit prices, etc.), Tools & Tackles (break-up to be furnished with unit prices, etc.), Mandatory Spares (break-up to be furnished with unit prices, etc.), first fill of oil and lubricants/ oil (if any) and consumables as per Annexure-I i.e., Technical Specification and scope of supply of NIT on FOB Seaport of exit/ FCA basis (for imported components) in packed conditions for "Festoon System in FTA-2" for ABF-1 at Smelter Plant, Angul, Odisha (India). <b>MATERIAL: CABLE TROLLEY SYSTEM FOR FTA, ABF-1</b> <b>Material Code: 22301970039</b> <b>UOM: SET</b> <b>Quantity: 01</b> All Other technical specification & scope shall be as per Annexure-I of this NIT.	
1.1(A)	<b>Supply of one new complete festoon and cables for Main Hopper Trolley of FTA2</b> of Anode Baking Furnace-1 as per Annexure-I of this NIT on FOB Seaport of exit/ FCA basis	
1.1(B)	Supply of Mandatory Spare Parts for Festoon System for main hopper trolley as per Annexure-I of this NIT on FOB Seaport of exit/ FCA basis	
1.2(A)	<b>Supply of one new complete festoon and cables for Grab Trolley of FTA2</b> in Anode Baking Furnace-1 as per Annexure-I of this NIT on FOB Seaport of exit/ FCA basis	
1.2(B)	Supply of Mandatory Spare Parts for festoon system for grab trolley as per Annexure-I of this NIT on FOB Seaport of exit/ FCA basis	
1.3	Others, if any, to complete the Scope (Please specify)	
1.4	<b>Total (1.1 + 1.2 + 1.3)</b>	
1.5	Ocean/ Air freight charges up to Indian Port (i.e., Kolkata) in containerized vessel on liner terms basis / in packed condition basis, as applicable.	
	<b>SUB - TOTAL 1.0 (1.4 + 1.5) CFR Price</b>	

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

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

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

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

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

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

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

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
2.0	<b>CHARGES FOR FOREIGN SUPERVISION OR ON-SITE TECHNICAL ASSISTANCE AT NALCO SITE.</b> Supervisory activities (in mandays with per diem rate) which includes deputation of engineer/ technicians/ supervisor personnel for supervision services at NALCO site for study & replacement of complete Festoon system of Furnace Tending Assembly No.2 (FTA2) of Anode Baking Furnace-1 at Smelter Plant, Angul, Odisha (India) as per Annexure-I of this NIT. Supervision activities shall include mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time & charges up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday (i.e., 6 working days per week) for maximum of 48 hours per week including all statutory/ contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of supervisory personnel, hotel accommodation, total local transport and all out of pocket expenses, etc. Travel time and mandatory preparation time shall be defined during kick off meeting, if any.	
2.1	<b>Total number or period of mandays</b> (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities)	
2.2	<b>Each manday rate or per diem rate</b> (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel charges on calendar basis up to NALCO site & back, site preparation time and preparatory	

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SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
	works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week for maximum of 48 hours per week) including all statutory/ contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of supervisory personnel, hotel accommodation, local transport, all out of pocket expenses and all other expenses related to visit of supervisory personnel, etc.	
2.3	<b>Sub-Total (Total number or period of mandays X manday rate or per diem rate as indicated in 2.1 &amp; 2.2 above)</b>	
2.4	Indian Income Tax (Owner will consider Income Tax by grossing up at the prevailing rate).	<b>BY NALCO</b>
2.5	Indian GST as applicable on Supervision activity	<b>BY NALCO</b>
	<b>SUB - TOTAL 2.0 (2.3)</b>	
<b>3.0</b>	Carrying out all service activities including but not limited to Dismantling of existing equipments & structures, installation, erection, mechanical completion, Electrical & Instrumentation works, pre-commissioning, testing, Commissioning & Performance Guarantee Tests for Complete replacement of Festoon System of Furnace Tending Assembly No.2 (FTA2) of Anode Baking Furnace-1 of Smelter Plant, Angul, Odisha under Contractor's scope as a fully functional and operative UNIT, including (but not limited to) providing all labour and manpower, resources, Handling & Transportation of Equipment/Materials at Site, loading, unloading at site, stores management, construction equipment, tools, tackles and aids, safety devices, testing devices, insurance including all statutory/ contingency insurance coverage, e.g. third-party liability, ESI, workmen compensation, etc., facilities, utilities, communication systems, material and other reconciliations, handing over of final drawings/documents/manuals, obtaining and satisfying all statutory licenses, clearances, consents, no objections, approvals and certificates and complying with all statutory formalities and all other services whatsoever required including Training, for completing the works in all respects in accordance with the as per Annexure-I of this NIT	
3.1	Dismantling of the existing cable trolley system of Main Hopper Trolley & Grab Trolley and Installation of new cable trolley system of Main trolley & Grab trolley of FTA-2 of ABF1 by Erection of scaffolding and other safety measures are to be strictly adhered to for safety of men and machine	
3.2	Any other activity not covered above but required for completion of the work	
	<b>SUB - TOTAL 3.0 (3.1+3.2)</b>	
	<b>TOTAL (2.0+3.0)</b>	

**NOTES:**

1. In the Price Schedule no column should be left blank.
2. The quoted prices shall include charges towards testing & all documentation required as per NIT.
3. Any correction in the quotation shall be initialed by the bidder, otherwise the offer shall be rejected.



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4. The sum of quoted prices for relevant divisible package(s) shall be treated as the Contract price(s) for concerned package(s) on lump sum basis. The contract vis-à-vis payment operations shall be done, however, as per approved Billing schedules only.
5. Bidder shall submit Price break-up along with quantity and unit price as per the format given in the price schedule for.
6. The Contract(s) prices, will remain firm & unchanged until complete execution excepting for statutory variations, if any on the rates of taxes & duties included in the Contract price (as per break ups specified in the Billing schedule) and also excepting for imposition of any fresh statutory levy/ tax within the contractual completion period.
7. In case of placement of order, NALCO reserves the right to convert order from FOB/ FCA basis to CFR Kolkata seaport basis within one month of submission of cargo details. Hence, quoted Marine freight should remain valid for acceptance for a period of minimum 01 (one) month from the date of submission of complete cargo details. In case the order is converted to CFR, at NALCO's option, then the free time for detention of containers shall not be less than 14 days.

**Bidder's Signature:**

**Bidder's Stamp:**

**Date:**

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**ANNEXURE-VIII**

**PRE-CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2024, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through **Ms. S Sahay, GM (Materials)** (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ (company name) represented by Mr./Ms. \_\_\_\_\_ (person name), Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS the BUYER proposes to procure for **"Replacement of Festoon System in FTA-2" for ABF-1 at Smelter Plant, Angul, Odisha (India)** and the BIDDER/ Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

**Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such

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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.

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- 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 his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. Facilitation of Investigation:
- In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. Law and Place of Jurisdiction:
- This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. Other Legal Actions:
- The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
10. **Validity:**
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
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 \_\_\_\_\_.



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For & on behalf of  
**BUYER**

For & on behalf of  
**BIDDER**

Name of the Officer:  
Designation:  
Company:  
Official Seal

NALCO

Witness

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

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

Witness

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

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



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**ANNEXURE - IX**

**LIST OF STANDARDIZED BANKS**

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

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

**II. SCHEDULE OF PRIVATE SECTOR BANKS OF INDIA**

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

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**III. SCHEDULE OF FOREIGN BANKS**

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



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

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

Dear Sir,

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

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

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

1. Name of the Vendor : \_\_\_\_\_  
2. Address of the vendor : \_\_\_\_\_  
\_\_\_\_\_

City: \_\_\_\_\_ Pin Code: \_\_\_\_\_

E-mail Id: \_\_\_\_\_

Permanent Account Number: \_\_\_\_\_

3. Particulars of Bank:

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

4. Date from which the mandate should be effective:

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

Place: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of the vendor/Authorized Signatory

Certified that particulars furnished above are correct as per our records

Bank's Stamp:

Date: \_\_\_\_\_

(Signature of the Authorized Official from the Banks)

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**ANNEXURE-X**

**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 office at \_\_\_\_\_ (hereinafter called "The Company Owner" 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 dated. ....on production of a bank guarantee of equivalent amount.

2. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s). Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to 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 valid discharge of our liability for payment thereunder. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said 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 tenderer(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 finalisation of the said tenderer(s) and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tender 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 Contractor(s)/ Order(s) have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

6. That the owner/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 owner 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.

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

Date.....

..... Bank

Corporate Seal of the Bank

By its constitutional Attorney

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

- i) BGs to be furnished from any of the banks listed as per Annexure.
- ii) Address of Corporate Office should be referred in case of Foreign BG.

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**ANNEXURE-XI**

**PROFORMA OF 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..... (Foreign vendors to incorporate Nalco's Corporate Office address/ Indigenous vendors to incorporate Nalco's Unit address where the supply or work is to be executed) (hereinafter called "the Company/Owner") which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has entered into a contract with M/s.\_\_\_\_/ has placed a purchase order on M/s.\_\_\_\_\_ (hereinafter referred to as "Contractor(s)/Seller(s)") which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for ..... on the terms and conditions as set out inter alia, in the company Contract No/ P.O. No..... dt..... and various documents forming part thereof herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and whereas the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/sub-contractors.

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

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

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the contractor(s)/seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.

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

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properly carried out by the said Contractor(s) and accordingly discharge this 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 Contractor(s)/ Order(s) or to extend time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s)/Seller(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.\_\_\_\_(Rupees \_\_\_\_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 invokable 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)/Seller(s).

**Date:**

**Bank**

**Corporate Seal of the Bank .....**

**By its constitutional Attorney**

**Signature of duly authorized person**

**on behalf of the Bank with seal & signature code**

**Details of person issuing the BG:**

**Name:** \_\_\_\_\_

**Address for correspondence:** \_\_\_\_\_ **Telephone and Fax No.:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**IFSC Code of the Bank:** \_\_\_\_\_

**Note: -**

(a) BG is to be furnished from any of Nalco approved Banks.

(b) In case, any domestic guarantee issued by PSU Banks (or) Private Banks (or) Foreign Banks operating in India must be operational and invokable in Bhubaneswar (Odisha, India) only. For guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank branch in Bhubaneswar. If the Bank issuing BG is not operational in India, the clause no. 9 above may be ignored. However, point no. 'C' is to be followed.

(c) In the case of foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.



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**ANNEXURE-XII**

**Social Accountability 8000 Compliance Format**

**A. Basic information**

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

**B. Information regarding Social Accountability**

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

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

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

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

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

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

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- 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?

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- Do you allow trade union and collective bargaining in your organization?
Yes/No

▪ If no, how do you ensure freedom of expression?

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

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

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- 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?

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

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- How many shifts 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?

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- 
- 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?  


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


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


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  - Have you taken care to look into issues related to child labor Yes/No

Forced labor, health & safety, working hours and remuneration of your suppliers

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

We declare that the above-mentioned information is correct.

Signature:  
 Designation:  
 Date

Seal of the organization

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**ANNEXURE-XIII**

**FORM NO. 10E**  
**[See sub-rule (1) of rule 21AB]**

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

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

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Permanent Account Number or Aadhaar Number: \_\_\_\_\_

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**VERIFICATION**

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

Verified today \_\_\_\_\_ day of the \_\_\_\_\_

Place: \_\_\_\_\_

\_\_\_\_\_  
Signature of the person providing the information

*Please Note: -*

**1. \*Delete whichever is not applicable.**

**2. #Write N.A. if the relevant information forms part of the certificate referred to in sub- section (4) of section 90 or sub-section (4) of section 90A.**

*3. Form No. 10F has to be furnished electronically under as per sub-rule (1) and sub-rule (2) of Rule 131 of the Income Tax Rules, 1962.*

*4. However, non-resident taxpayers not having PAN and not required to have PAN as they are exempted from mandatory electronic filing of Form-10 F till 31.03.2023. For which they need to submit a declaration declaring that they are "Non-resident Taxpayers who are not having PAN and not required to have PAN as per relevant provisions of the Indian Income Tax Act, 1961".*

**5. Following steps may be followed for filing form 10F electronically: -**

- a. Click on the link- <https://www.incometaxindiaefiling.gov.in/home>
- b. Login to the income tax portal using the login credentials
- c. Click on tab E-File and select Income Tax Forms>File Income Tax Forms
- d. Click on the tab Persons not dependent on any Source of Income (Source of Income not relevant)
- e. Select Form 10F and select the assessment year for which it is required to be filed, click continue.
- f. Fill the required details and attach Tax Residency Certificate (TRC)
- g. Save the draft, Click on preview
- h. Submit the form after verifying it

**ANNEXURE-XIV**

**CERTIFICATE**  
**TO WHOMSOEVER IT MAY CONCERN**

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

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

Authorized Signatory

Date:

Place:

Company Seal

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**ANNEXURE-XV**

**FORMAT OF COST ANALYSIS**

You are requested to furnish the following details:

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

Break-Up of Fixed Price Quotation		
Year of Quotation: _____		
Sl.	Particulars	Price (Currency _____)
1.	MATERIAL	
1.1	Imported	
	i) Raw Materials	
	Rejection (____% on (i) )	
	ii) Bought Out items	
	Rejection (____% on (ii) )	
	Sub-total -1.1	
1.2	Indigenous	
	i) Raw Materials	
	Rejection (____% on (i) )	
	ii) Bought Out items	
	Rejection (____% on (ii) )	
	iii) Any other input cost factor (specify)	
	Sub-total - 1.2	
	Total - 1.1 + 1.2	
1.3	Freight & Insurance Charges {____% of (1.1 + 1.2) }	
1.4	Storage Handling Charges {____% of (1.1 + 1.2) }	
	Material Cost: Sub-total - 1	
2.	CONVERSION COST	
	Man-hours x Man-hour rate (MHR)      Sub-total - 2	
3.	NON-RECURRING COST      Sub-total - 3	
4.	SUNDRY DIRECT CHARGES      Sub-total - 4	
5.	FINANCING COST      Sub-total - 5	
6.	Total of Sub-totals (1 to 5)	
7.	Warranty Cost (____% of 6 )	
8.	Total Cost (6 + 7)	
9.	Profit (____% of 8)	
10.	Selling Price (8+9)	

SIGNATURE \_\_\_\_\_  
 NAME \_\_\_\_\_  
 DESIGNATION \_\_\_\_\_

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

BIDDER'S SEAL



**ANNEXURE-XVI**

**RESTRICTION FOR BIDDERS/ SUPPLIERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (as specified).
2. A bidder is permitted to procure raw materials, components, sub-assemblies etc. from the vendors from the countries sharing land borders with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
3. However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land borders with India, such vendors will be required to be registered with the Competent Authority.

**Note:**

- (i) Competent authority shall be the Registration Committee constituted by the Department of Industry and Internal Trade (DPIIT), Government of India.
- (ii) 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a consortium or joint venture (that is 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.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this Order 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
- (iv) The beneficial owner for the purpose of (iii) above will be as under:
  - (a) 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, has a controlling ownership interest or who exercises control through other means.
  - (b) 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;
  - (c) 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;
  - (d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (e) 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

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control over the trust through a chain of control ownership.

(v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(vi) 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.

4. **Model Certificate/ declaration for Renderers'**: In this regard, bidders are required to give declaration / certificate for tenders as follows failing which your offer may be considered for further evaluation:

*"I have read the clause regarding restrictions on procurement from a bidder of a Country which shares a land border with India; I certify that \_\_\_\_\_ (bidder name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that \_\_\_\_\_ (bidder name) fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

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**ANNEXURE-XVII**

**(Declaration by the bidder on their letter head)**

**To,  
GM (Materials)  
National Aluminium Company Limited, NALCO Bhawan, P/1,  
Nayapalli, Bhubaneswar, Odisha – 751013, INDIA**

**Date- Dear Sir,**

We, M/s. \_\_\_\_\_ (bidder name) having its office  
at

\_\_\_\_\_ (address)

**Hereby confirm that the offered product has \_\_\_\_\_% of the local content.**

**Following is/are the location(s) at which local value addition is made:**

**Yours sincerely,**

**Signature  
Name  
Designation  
Contact No.**

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**ANNEXURE-XVIII**

**(Declaration by the bidder on their letter head)**

**To,**  
**GM (Materials)**  
**National Aluminium Company Limited, NALCO Bhawan, P/1,**  
**Nayapalli, Bhubaneswar, Odisha – 751013, INDIA**

**Date- Dear Sir,**

We, M/s. \_\_\_\_\_ (*bidder name*) having its office  
at \_\_\_\_\_ (*address*)

hereby confirm that the information/documents submitted against the tender are true & bonafide. We will be responsible for authenticity of documents/information submitted against the tender. In case of any information provided by us, is found to be incorrect/false, the bid will be liable for rejection and actions may be taken as deemed fit.

**Yours sincerely,**

**Signature**  
**Name**  
**Designation**  
**Contact No.**