


Government  
eProcurement  
System

समाधानं ज्ञानेन

eProcurement System Government of India

Tender Details

Date : 24-Jul-2025 06:36 PM

 Print

Basic Details

Organisation Chain	National Aluminium Company Limited,NALCO  NALCO-Corporate Office-Bhubaneswar  Materials,CO,Bhubhaneswar,NALCO		
Tender Reference Number	NBC/MM/504/800000958/ABIS/2025		
Tender ID	2025_NALCO_870405_1	Withdrawal Allowed	Yes
Tender Type	Global Tenders	Form of contract	Lump-sum
Tender Category	Goods	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	Yes
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Offline	S.No	Instrument Type
	1	Demand Draft
	2	R-T-G-S
	3	ECS
	4	NEFT
	5	Bank Guarantee

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	EMD
		.pdf	Acceptance to Technical Specification- Anx-I
		.pdf	Integrity Pact-Annexure - XIII
		.pdf	Unpriced copy of BOQ-Annexure - VII
		.pdf	Duly Filled Signed and Stamped Agreed Terms and Conditions, Anx-VI
		.pdf	Documents pertaining to Technical and Commercial BQC
		.pdf	Undertaking for Restriction from a country sharing a land border with India-Annexure - XIV
		.pdf	Declaration of percentage of local content-Annexure XV
		.pdf	Declaration on authenticity of documents-Annexure XVIII

		.pdf	Acceptance to Special Instructions and Addendum to Tender Documents-Annexure - II and IV
		.pdf	Any other information required as per bidding document.
2	Finance	.xls	BOQ

Tender Fee Details, [Total Fee in ₹ * - 0.00]			
Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details			
EMD Amount in ₹	25,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	As Per NIT	EMD Payable At	As Per NIT

[Click to view modification history](#)

Foreign Currency BOQ Details		
S.No	Currency	Conversion rate in ₹
1	US Dollar	NA
2	European Euro	NA
3	British Pound	NA
4	Australian Dollar	NA
5	Japanese yen	NA
6	Swiss Franc	NA
7	Canadian Dollar	NA
8	Norwegian Kroner	NA

Work / Item(s)					
Title	Anode Butt Inspection Station (ABIS)				
Work Description	Anode Butt Inspection Station (ABIS)				
Pre Qualification Details	As Per NIT				
Independent External Monitor/Remarks	As Per NIT				
Show Tender Value in Public Domain	No				
Tender Value in ₹	0.00	Product Category	Miscellaneous Goods	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	365
Location	Smelter Plant, NALCO, Angul, Odisha (India)	Pincode	759145	Pre Bid Meeting Place	Smelter Plant, NALCO, Angul, Odisha (India)
Pre Bid Meeting Address	Smelter Plant, NALCO, Angul, Odisha (India)	Pre Bid Meeting Date	11-Aug-2025 10:00 AM	Bid Opening Place	Bhubaneswar, India
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates			
Publish Date	24-Jul-2025 06:55 PM	Bid Opening Date	01-Sep-2025 04:00 PM
Document Download / Sale Start Date	24-Jul-2025 06:55 PM	Document Download / Sale End Date	25-Aug-2025 01:00 PM
Clarification Start Date	NA	Clarification End Date	NA

<b>Bid Submission Start Date</b>	12-Aug-2025 09:00 AM	<b>Bid Submission End Date</b>	25-Aug-2025 01:00 PM
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**Tender Documents**

NIT Document	S.No	Document Name	Description		Document Size (in KB)
	1	Tendernotice_1.pdf	NIT		17539.01
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_915010.xls	BOQ	348.50
	2	Tender Documents	NITABIS.pdf	NIT	17523.24

**Auto Extension Corrigendum Properties for Tender**

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	3	7

**Bid Openers List**

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	srikanta.mohanty@nalcoindia.co.in	Srikanta Mohanty	Srikanta Mohanty
2.	purna.gummadi@nalcoindia.co.in	P Chandrasekhar Gummadi	Purna Chandrasekhar Gummadi
3.	pavan.babar@nalcoindia.co.in	Pavan Babar	Pavan Babar
4.	mihir.behera@nalcoindia.co.in	Mihir Kumar Behera	MIHIR KUMAR BEHERA

**GeMARPTS Details**

<b>GeMARPTS ID</b>	RWO11U38WY5H
<b>Description</b>	Design engineering supply dispatch installation erection testing commissioning of Anode Butt Inspection Station in Rodding Shop
<b>Report Initiated On</b>	24-Jul-2025
<b>Valid Until</b>	23-Aug-2025

**Tender Properties**

<b>Auto Tendering Process allowed</b>	No	<b>Show Technical bid status</b>	Yes
<b>Show Finance bid status</b>	Yes	<b>Stage to disclose Bid Details in Public Domain</b>	Technical Bid Opening
<b>BoQ Comparative Chart model</b>	Normal	<b>BoQ Compative chart decimal places</b>	2
<b>BoQ Comparative Chart Rank Type</b>	L	<b>Form Based BoQ</b>	No

**TIA Undertaking**


S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	<a href="#">PPP-MII Order 2017</a>	Agree	
2	<a href="#">MSEs Order 2012</a>	Agree	

**Tender Inviting Authority**

<b>Name</b>	As Per NIT
<b>Address</b>	As Per NIT

**Tender Creator Details**

<b>Created By</b>	Ranjeet Kumar
<b>Designation</b>	Asst Manager
<b>Created Date</b>	24-Jul-2025 06:16 PM

	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha		
TENDER DOCUMENT	TENDER NOTICE	DOC. No.: NBC/MM/504/800000958/ ABIS/2025	REV. 00
			DTD. 24/07/2025



**NATIONAL ALUMINIUM COMPANY LIMITED**

(A Govt. of India Enterprise)

P/1, Nalco Bhawan, Bhubaneswar - 751 013, India

CIN No.# L27203OR1981 GOI000920

**NOTICE INVITING TENDER (NIT)  
GLOBAL OPEN e-TENDER**


**No. - NBC/MM/504/800000958/ABIS/2025**

**Date: 24/07/2025**

National Aluminium Company invites bids through **e-tendering** in two parts from bonafide manufacturers/ suppliers for **design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha, India**. For further details and downloading Tender Documents please log on to [www.nalcoindia.com](http://www.nalcoindia.com) / [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 as these information shall not be published in print media.


General Manager (Materials)



 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
<b>NIT DOCUMENT</b>	<b>INSTRUCTIONS TO BIDDERS</b>	NIT No: NBC/MM/504/800000958/ABIS/2025	REV. 00 DTD. 24/07/2025

### **INSTRUCTIONS TO BIDDERS**

- 1.0 M/s. National Aluminium Company Limited (NALCO) (A Govt. of India Enterprise) invites bids through **e-tendering** on Open Tender basis in two part-bid system from eligible bidders for design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha (India).
- 2.0 Bids are to be submitted/ uploaded in complete accordance with enclosed Tender Documents/ attachments.
- 3.0 **TENDER DOCUMENTS:**
  - 3.1 The following documents are enclosed and form part of the tender documents:
    - (i) Instructions to Bidders
    - (ii) Annexure - I - Technical Specification
    - (iii) Annexure - II - Special Instructions to Bidders (Commercial)
    - (iv) Annexure - III - General Conditions of Contract (GCC)
    - (v) Annexure - IV - Addendum to Tender Documents (Commercial)
    - (vi) Annexure - V - Terms and Conditions for Erection, Testing, Commissioning at Site
    - (vii) Annexure – VI (A) - Agreed Terms & Conditions (Indigenous)
    - Annexure – VI (B) - Agreed Terms & Conditions (Imports)
    - (viii) Annexure - VII - Item Rate BOQ (Indigenous)
    - (ix) Annexure - VIII - Proforma for Contract-cum-Performance Bank Guarantee
    - (x) Annexure - IX - Proforma for Bank Guarantee for Advance Payment
    - (xi) Annexure - X - Proforma for Earnest Money Deposit
    - (xii) Annexure - XI - List of NALCO approved Banks & Bank Mandate Form
    - (xiii) Annexure - XII - SA 8000 Format for compliance
    - (xiv) Annexure - XIII - Proforma for Pre-Contract Integrity Pact
    - (xv) Annexure - XIV - Restriction for suppliers from a country which shares a land border with India
    - (xvi) Annexure – XV - Declaration by the bidder of percentage of local content
    - (xvii) Annexure – XVI - Form No. 10F
    - (xviii) Annexure – XVII - Declaration towards no permanent establishment
    - (xix) Annexure – XVIII - Declaration by the bidder on authenticity of documents
    - (xx) Annexure – XIX- Price Variation Compensation (PVC)
  - 3.2 At any time prior to the bid due date and time, 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.
  - 3.3 Any addendum thus issued will become part of the bidding document and the bidder shall submit an original addendum/ compliance letter duly signed and stamped in token of his acceptance.
  - 3.4 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.
  - 3.5 Bidder should download the complete set of tender documents which is available in our website [www.nalcoindia.com](http://www.nalcoindia.com) and also in the website [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. This information shall not be published in print media.
  - 3.6 Bidders shall treat the tender documents and contents therein as strictly confidential.
  - 3.7 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.

 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
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3.8 The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. The Tender Document, together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidder, unless deviations are specifically stated in 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 Document in every respect will be at Bidder's risk and may result in the rejection of his bid.

3.9 There are various search options built in the CPP Portal, to facilitate bidders searching for active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine several search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

### 3.10 **CRITICAL DATES:**

Online NIT downloading & bid preparation	: <b>24/07/2025, 18:00 Hrs. IST</b>
Pre-bid meeting at NALCO, Angul, Odisha	: <b>11/08/2025, 10:00 Hrs. IST</b>
Bid submission date (both priced and un-priced)	: <b>25/08/2025, 13:00 Hrs. IST</b>
Date and Time of opening of the tender (un-priced only)	: <b>01/09/2025, 16:00 Hrs. IST</b>

3.11 The National Aluminium Company Limited, Bhubaneswar hereinafter called 'NALCO/ OWNER' will receive bids in respect of the work, items and equipment to be furnished and erected as set forth in the accompanying documents. All bids shall be prepared and submitted in accordance with the instructions as per NIT.

3.12 Bids submitted after the time and date fixed for receipt of bids as set out in the Invitation to Bid are liable to be rejected.

3.13 The terms "Works" referred herein shall cover the entire scope of the proposal which includes supply and erection of items, equipments, labor and services including the successful completion of Performance and Guarantee Tests.

3.14 NALCO prefers to have maximum indigenous content in the supplies and services covered in the scope of this tender.


3.15 The breakup of the complete scope envisaged in this enquiry is attached at Annexure-I. All bidders are requested to indicate positively the division of work (a) to be directly undertaken by the Bidder, (b) envisaged to be undertaken by Bidder's Indian sub-contractor with Bidder's unit responsibility, and (c) to be excluded from Bidder's scope of responsibility.

### 3.16 **TIME SCHEDULE:**

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

### 3.17 **BRAND NAMES:**

The specific reference in these specifications and documents to any material by trade name, make or catalogue number shall be construed to as establishing standards of quality and performance and not as limiting condition. However, bidders may offer other similar materials

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and equipments provided they meet the specified standards, design and performance requirements.

- 3.18 **GENERAL:** The clauses of this tender document shall be read along with General Conditions of Contract (GCC). Wherever there is a contradiction between the clause of this tender document and GCC, the clause as mentioned in this tender document shall supersede the conditions of GCC to the extent applicable.


#### 4.0 PREPARATION OF BID:

- 4.1 All direct and indirect costs associated with preparation and submission of bid (including clarification meetings and site visit, if any) shall be to the 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.
- 4.2 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.
- 4.3 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.
- 4.4 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 & initialized by the person or persons signing the bid.
- 4.5 The offer should be unambiguous, and complete information should be furnished in the offer. Incomplete/ambiguous offers will be rejected outright.
- 4.6 Bidder is required to furnish the complete and correct information/documents required for evaluation of their bid. If the information/documents forming the 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.
- 4.7 Parties submitting tender on behalf of foreign principals/ manufacturers must submit their tender along with authorisation from their respective principals/ manufacturers to represent them in India. Offers received without proper authorization will be rejected.

#### 5.0 SUBMISSION OF BID:

- 5.1 The bids are to be submitted **online before the bid due date and time** through Central Public Procurement Portal (CPP Portal), by logging into website [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidder should take into consideration all corrigendum/ addendum published, if any, against this NIT document before submitting their bids. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats.
- 5.2 The bids are to be submitted **in two parts** in the following manner:
- 5.2.1 **Part - I - Techno - commercial Bid:**

The Part - I - Bid should contain the following:

 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
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- (i) Earnest Money Deposit
- (ii) Pre-Contract Integrity Pact
- (iii) All Technical details, Drawings, Data Sheets, Catalogues/ Literatures, etc.
- (iv) Proof of credentials, experience, financial standing, and all documents to fulfil the Bidder's Qualifying Criteria as asked for in the tender documents, etc.
- (v) All form and format filled in as per tender document
- (vi) All certificates/ undertakings/ affidavits/ declaration required as per Tender Document
- (vii) Commercial details
- (viii) The Bill of Quantity (without Price figures). The bidder shall indicate "Quoted/ Not Quoted" against each Sl. No. in the BOQ and submit the same duly stamped and signed in the un-priced bid. The priced part of this BOQ shall be submitted in the price bid only.
- (ix) Tender document including Corrigendum/Addendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance
- (x) Certificate, if applicable, indicating that the bidder (indigenous) is Class-I local supplier with minimum percentage of local content in their product as per Public procurement (Preference to Make in India) (PPP-MII) order 2017 dated 16.09.2020 & subsequent revisions thereof.
- (xi) Compliance certificate towards beneficiary relationship as per Order No. DOE No. F.7/10/2021-PPD dated 23-02-2023 and any subsequent amendments issued by Ministry of Finance (Deptt. of Expenditure). Restriction for suppliers from a country which shares a land border with India. Declaration to be given.
- (xii) List of Partners/ Directors in the bidder company and a declaration that Partners/ Directors of the bidder company have no interest in any other bidders in respect of the same tender.
- (xiii) Affidavit & litigation history.
- (xiv) Any other information/details/documents/data required as per Bid Document.

### 5.2.2 Part - II - Price Bid:

The Part - II - Price Bids should contain the prices strictly as per format attached with the tender documents. Prices shall not appear anywhere else in the offer, and if prices are mentioned anywhere else the same shall not be considered.

### 5.3 On - line submission of bids:


- 5.3.1 For online submission of bids, the bidder should have a valid Indian Digital signature certificate (Class II / Class III) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra, etc).

Bidders are required to register themselves using the link "Online Bidder Enrollment" on the home page and enroll the valid digital certificate (URL: <https://eprocure.gov.in/eprocure/app>).

For this purpose, vendors/Bidders are advised to read the instruction available in the homepage of the CPP portal (<https://eprocure.gov.in/eprocure/app>) under various links such as "Help for Contractor", "Information about DSC", "FAQ", "and Resources required", "Bidders Manual Kit" etc. Bidders are advised to download & utilize the available information/documents under these links for activities like Registration/Enrolment in CPPP, obtaining User ID & Password, uploading & submission of e-bids/online bids etc.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- (a) The offers should be unambiguous, and complete information should be furnished in the offer. Incomplete / ambiguous offers will be rejected outright.
- (b) MSE bidders are requested to register their Udyog Aadhar Memorandum (UAM) issued by Ministry of Micro, Small and Medium Enterprises (MSME) on Central Public Procurement

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Portal. In this regard MSE bidders are required to give declaration of UAM number on CPPP, failing which such bidders will not be considered as MSE bidder.

(c) Bidders are advised to dial/ contact the person mentioned below for detailed procedure to submit bid online in CPP portal well before the bid due date:

- (i) Help Desk CPP portal, Contact Tel: +91 120 4200462, +91 120 4001002, +91 120 4001005
- (ii) Mr. Ranjeet Kumar, SM(Materials), e-mail: ranjeet.kumar@nalcoindia.co.in, Mob – +919437037402
- (iii) Mr. Mihir Behera, AGM (Matls.), e-mail: mihir.behera@nalcoindia.co.in, Mob – +919437111103

### 5.3.2 **On – line Offer:**

- (i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues. The bidder must prepare all the required documents for Part-I – Un-priced Bids and then upload the soft copies of the documents under Cover-1 i.e. “Fee/PreQual/Technical” of CPP portal. However, wherever in the tender documents the bidder has been asked to submit the scanned copies of documents, the bidder shall upload the scanned copies of the documents under Cover-1 i.e. “Fee/PreQual/Technical” folder of CPP portal.
- (ii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Price Bid (BOQ) as given in the tender in .xls format must be downloaded and saved at bidders’ local PC/ Laptop without any change. Bidders shall fill the required details/prices in BOQ, save it and upload the filled in BOQ in .xls format in the portal under Cover -2 i.e. “Finance” folder of CPP portal. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- (iii) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (iv) Please note that only online bids will be considered for evaluation of offers.

### 5.4 **Hard copy of Offer:**

The hard copy of the bids submitted will only be considered for opening and for evaluation under the following circumstances.


(a) In case of technical difficulty at Buyer’s/ Bidder’s E-procurement Portal for which online offer could not be submitted.

(b) In case of technical difficulty at Buyer’s E-procurement Portal for which online bids could not be opened.

(c) In case of foreign vendors who do not possess Indian DSC.

For considering of opening of hard copy offer, under situation at (a) above, bidder has to give a request to Tender Manager of NALCO before the due date and time of tender opening, along with the proof of difficulty during submission of offer.

For consideration of hard copy offer for opening under situation (b) above, the bidders will be requested to give separately declaration that the hard copy offer submitted is identical to online offer submitted by them in buyer’s E-procurement Portal.

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For consideration of hard copy offer for opening under situation (c) above, the bidders will be required to give a declaration to NALCO before the due date and time of tender submission that they do not possess requisite Indian DSC and that their hard copy offer may be accepted.

#### 5.4.1 Cover - 1:

The Cover - 1 of the hard copy offer should contain the following documents:

- (i) Original EMD BG/ DD
- (ii) Original Integrity Pact
- (i) Original copy of certificates/ undertakings/ affidavits/ declaration asked for in the tender
- (ii) Original copy of any other information/details/documents/data required as per Bid Document
- (iv) A certificate by the bidder stating that the hard copy of offer submitted is same as the on-line offer uploaded by them in CPP portal.
- (v) Local content percentage (%) certificate.
- (vi) Restriction for suppliers from a country which shares a land border with India. Declaration to be given.

The Cover - 1 of the hard copy should be submitted in a sealed envelope clearly superscribed **"COVER-1 BID FOR ABIS IN RODDING SHOP-I FOR SMELTER PLANT, NIT NO. – NBC/MM/504/800000958/ABIS/2025 DTD. 24/07/2025"**.

#### 5.4.2 Cover - 2:

The Cover - 2 of the hard copy offer should contain TWO SETS (One Original + One Copy) of the following documents:

- (i) All Technical details, Drawings, Data Sheets, Catalogues / Literatures etc.
- (ii) Proof of credentials, past experience, financial standing, and all documents to fulfil the Bidder's Qualifying Criteria as asked for in the tender documents etc.
- (iii) All form and format dully filled in as per tender document
- (iv) Commercial details
- (v) The Bill of Quantity (without Price figures). The bidder shall indicate "Quoted/ Not Quoted" against each Sl. No. in the column 6 & 7 in the BOQ and submit the same duly stamped and signed in the un-priced bid. The priced part of this BOQ shall be submitted in the price bid only.
- (vi) Itemized list with item description, HSN code, quantity, UOM but without price of BOQ
- (vii) Tender document including Corrigendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance
- (viii) Any other information/details/documents/data required as per Bid Document.

The cover - 2 of the hard copy should be submitted in duly sealed envelope clearly super scribed **"COVER-2 BID FOR ABIS IN RODDING SHOP-I FOR SMELTER PLANT, NIT NO. – NBC/MM/504/800000958/ABIS/2025 DTD. 24/07/2025"**.


#### 5.4.3 Cover - 3:

The Cover - 3 of the hard copy offer should contain TWO SETS (One Original + One Copy) of the **Price Bid only** containing the prices strictly as per format in BOQ attached with the tender documents in CPP Portal.

The cover - 3 of the hard copy should be submitted in duly sealed envelope clearly super scribed **"COVER-3 BID FOR ABIS IN RODDING SHOP-I FOR SMELTER PLANT, NIT NO. – NBC/MM/504/800000958/ABIS/2025 DTD. 24/07/2025"**

#### 5.4.4 Cover - 4:



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- (a) Indigenous bidder is required to submit the item wise break up for entire scope of supply in HARD COPY FORM in SEALED ENVELOPE, Cover - 4 on or before the bid opening due date & time with item description, HSN code, quantity, UOM, FOT despatch point price, freight charges and applicable GST rate. Vendor to ensure that the sum of itemized price should match with the lump sum price quoted against the above sl no. of this BOQ.
- (b) Foreign bidder is required to submit the item wise break up for entire scope of supply of BOQ in HARD COPY FORM in SEALED ENVELOPE, Cover - 4 on or before the bid submission due date & time with item description, HSN code, quantity, UOM, FOB price per unit and Ocean freight charges. Vendor to ensure that the sum of itemized price should match with the lump sum price quoted against the above sl no. of this BOQ.

*The cover - 4 of the hard copy should be submitted clearly super scribed "COVER-4 BID FOR ABIS IN RODDING SHOP-I FOR SMELTER PLANT, NIT NO. – NBC/MM/504/800000958/ABIS/2025 DTD. 24/07/2025"*

- 5.4.5 All the 04 (Four) covers of the hard copy duly sealed in separate envelopes should be enclosed in a large envelope duly sealed and super scribed "**BID FOR ABIS IN RODDING SHOP-I FOR SMELTER PLANT, NIT NO. – NBC/MM/504/800000958/ABIS/2025 DTD. 24/07/2025**".
- 5.4.6 NALCO shall not be responsible for any postal delay and/ or misplacement. Late and Delayed Tenders will not be entertained.
- 5.4.7 While mailing the hard copy of offer, Foreign Bidders 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 NALCO.
- 5.6 **Bids/ Offers through E-mail or fax shall not be accepted.**

## 6.0 EMD:

- 6.1 The Part-I Bid must be accompanied by Earnest Money Deposit for INR 25,00,000/- (Rupees Twenty-Five Lakh Only) or USD 28,959 (US Dollar Twenty-Eight Thousand Nine Hundred Fifty-Nine Only) or EUR 24,617 (Euro Twenty-Four Thousand Six Hundred Seventeen Only).
- 6.2 The EMD should be submitted by way of Demand Draft/ Pay Order/ through e-payment (RTGS/NEFT mode INR currency) favoring "National Aluminium Company Limited" payable at Bhubaneswar, Odisha, India or by way of Bank Guarantee (BG) as per proforma enclosed with the Tender Documents. EMD (except for State/Central Government organizations, PSUs, start-ups and MSE Bidder)

Indigenous Bidder(s) submitting the EMD amount through NEFT/RTGS/E-transfer mode shall fill up the details of Annexure – X after making the payment of EMD along with the scanned copy of Transaction Slip/ receipt of the Bank **on the same day of payment** by e-mail to [purna.gummadi@nalcoindia.co.in](mailto:purna.gummadi@nalcoindia.co.in) with copy marked to [ranjeet.kumar@nalcoindia.co.in](mailto:ranjeet.kumar@nalcoindia.co.in).


Details for RTGS Transaction/ E-Payment purpose are as below:

IFSC: SBIN0009817

Account No.: 10044880013

Banker: State Bank of India, NALCO Corp. Office Br., Bhubaneswar-751013.

Foreign Bidder(s) submitting the EMD amount through SWIFT mode shall fill up the details of Annexure – X after making the payment of EMD along with the scanned copy of SWIFT Message of the Bank **on the same day of payment** by e-mail to [purna.gummadi@nalcoindia.co.in](mailto:purna.gummadi@nalcoindia.co.in) with copy marked to [ranjeet.kumar@nalcoindia.co.in](mailto:ranjeet.kumar@nalcoindia.co.in).

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Details for RTGS Transaction/ E-Payment purpose are as below:

Account No 10229910358

SWIFT SBININBB119

Banker: STATE BANK OF INDIA, COMMERCIAL BRANCH.

- 6.3 The BG should be furnished from any of NALCO approved Banks as per the list enclosed with the Tender Document. 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. The issuing Bank should be advised to send a direct confirmation to NALCO, clearly indicating the Tender No., towards issue of the BG. Alternatively, BG confirmation message may also be sent through SFMS message to our Banker State Bank of India, NALCO Corporate Office Branch, Bhubaneswar (IFSC Code: SBIN0009817) and beneficiary name as "NALCO, Corporate Office, Bhubaneswar". The BG for EMD shall remain un-discharged for such a period as may be specified for keeping the tender open. The EMD BG should have a validity of at least three months beyond the period of validity of bid asked for in the tender document. The validity of the EMD BG may have to be extended by the bidder on request of NALCO, till the tender is finalized.
- 6.4 Bidders should upload a scanned copy of the BG/ DD along with their On-line Part-I - Bid. The original copy of the BG/ DD should be submitted in cover-I of the hard copy offer.
- 6.5 **Offer without EMD/ valid EMD exemption document in line with tender conditions may be liable for rejection.**
- 6.6 If the tenderer, after submitting his tender, revokes the offer or modifies the terms & conditions thereof, in a manner not acceptable to NALCO, the EMD BG shall be liable to be forfeited / enforced. In case the EMD has been paid in the form of DD, the EMD amount will not be refunded back in case of forfeiture of EMD.
- 6.7 State/ Central Government organizations, Public Sector Undertakings, Firms registered with DGS&D/ NSIC/ District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (for the tendered item) and NALCO's Ancillary units and all start-ups recognized by deptt. of policy & promotion, Ministry of commerce and Industry Govt. of India are exempted from furnishing EMD. However, they must submit notarized (by a public notary) valid copy of their registration certificate for claiming the exemption.


MSE bidders are required to submit "Udyam Registration No." as per the notification no. 2/1(5)/2019-P&G/Policy (pt. IV) dated 06.08.2020 issued by Ministry of MSME along with technical bid, failing which such bidders will not be considered as MSE bidder.

- 6.8 After finalization of the tender, the EMD BG of unsuccessful tenderers will be returned. In case the EMD was submitted in the form of Demand Draft/ Pay Order/ through e-payment, the EMD amount will be refunded through e-payment for which the bidders will have to submit the duly filled in Bank Mandate Form attached with the Tender Documents. The EMD of successful tenderer shall be returned after submission of Contract-cum-Performance Bank Guarantee (CPBG). If the successful bidder accepts the order but fails to submit the CPBG, the EMD will be retained. In such case differential amount towards CPBG and EMD may be deducted from the bills of vendor, which shall be released after receipt of acceptable CPBG. In the event of non-execution of Order, the EMD will stand forfeited.

## 6.9 CONTACT PERSON AND ADDRESS OF NALCO:

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



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GM (Materials)  
National Aluminium Company Limited,  
Nalco Bhawean, P/1,  
Nayapalli, Bhubaneswar,  
Odisha - 751 013


## 7.0 MODIFICATION & RE-SUBMISSION OF BIDS:

- 7.1 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.
- 7.2 For hard copy of the offer, the bidder 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 Sl. No. - 6.9 above. A withdrawal notice may also be sent by e-mail but must be followed by a signed confirmation copy dated not later than the deadline for submission of bids.
- 7.3 No bid (whether submitted online or offline) shall be modified subsequent to the due date & time or extension, if any, for submission of bids.
- 7.4 No bid (whether submitted online or offline) 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. Withdrawal of a bid during this interval shall result in the forfeiture of Bidder's Earnest Money Deposit.

## 8.0 OPENING OF BIDS:

### Part - I Bid:

- 8.1 The Part - I - Un - priced bid i.e. Techno - commercial Bid shall be opened on the date and time specified in the Notice Inviting Tender (NIT).
- 8.2 It is the duty of the bidder to ensure that all documents required as per the tender has been uploaded properly in CPP portal.
- 8.3 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 CPP Portal. Special intimation shall be given to vendors who have shown interest in the tender.
- 8.4 The Part - I Bids will be opened on a specified date and time as given in the tender or in CPP portal. Authorized representatives of firms who have submitted valid tenders will be permitted to attend tender opening. However, they must bring authorization letters along with identity cards 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. The Independent External Monitor (IEM) will oversee the compliance with the Integrity pact for this NIT.
- 8.5 The Part - II Bid of only those tenderers whose Part - I Bid is found to be techno-commercially acceptable will be opened. The On - line Part - II - Price bids of the techno - commercially acceptable bidders shall be opened.


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NALCO will intimate the date and time of the price bid opening to all techno - commercially acceptable bidders. Techno - commercially acceptable bidders may depute their representatives to witness the opening of Part - II Bids. Bidder's representatives present for witnessing the opening of Part - II Bid should be duly authorized by a competent person, and they must bring authorization letter along with identity card while participating in bid opening. The Bidder's representatives, who are present, shall sign a paper evidencing their attendance. The Bidder's names and bid prices will be read out at the time of opening of priced bids.

- 8.6 In the event of extension of the due date, if any tender requests in writing before the tender due date for withdrawing of their tender (in hard copy) which they have submitted, the request will be agreed to, and their tender can be returned. In case of e-tender/ on-line bids the vendor may withdraw their offer from the system.
- 8.7 In case of withdrawal of deviations to NIT specification, if any, the bidder insists for revision in price before opening of price bid and Nalco agrees for the same, the submission of price implication shall be in offline/ physical mode from the bidder in a sealed envelope by hand/ mail or password protected file through e-mail within a stipulated time. The submission of price implication will be intimated for information to all other techno-commercially acceptable bidders.
- 8.8 In case of necessity due to post tender minor changes in specifications/ scope of work/ terms & conditions of NIT, etc. before price bid opening, corrigendum shall be issued regarding the changes to all concerned techno-commercially qualified bidders and they shall be permitted to submit the additional or take-off price w.r.t. original offered price, if any, in offline mode in sealed envelope by hand/ mail or password protected file through e-mail within a stipulated time.
- 8.9 The additional or take-off price submitted in offline mode by the bidders shall be opened and uploaded in CPP portal (preferably as part of techno-commercial evaluation summary while configuring price bid opening) before opening of original price bids for information of all the participating bidders. The evaluation will be done taking into consideration the original on-line price bid along with offline price implications.

## 9.0 INTEGRITY PACT:

- 9.1 The accompanying '**Integrity Pact**' attached at **Annexure - XIII** of Tender documents is to be executed in two (02) originals.
- 9.2 The tenderer must sign the Pre-Contract Integrity Pact duly filled in, signed, and stamped (from their side) on Plain A-4 Size Paper & submit the same along with un-priced bid, failing which offer shall be liable for rejection.
- 9.3 All the pages of the Integrity pact are to be signed by the bidder.
- 9.4 Bidders are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.
- 9.5 The Bidders should not change the contents of the Integrity Pact.
- 9.6 The two (2) originals of the Integrity Pact signed and stamped on each page by the bidder have to be submitted in **cover-1 of the hard copy offer**. The scanned copy of the Integrity Pact is to be uploaded along with their On - line Part - I - Bid.

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- 9.7 The two originals of Integrity Pacts will be signed by the representative of NALCO. One original of the Integrity Pact will be retained by NALCO and the other original will be returned to the bidder through post/courier.

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

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

(i) Mr. Hare Krushna Das, IAS (Retd.)  
E-mail: hkdash184@hotmail.com,

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

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

Bidders may write to either of the IEMs through e-mail for their grievances related to Integrity pact, if any, giving details of the tender, name of the tender issuing officer etc. for quick identification of the tender by the IEM to resolve their grievances.

**Note:**

1. Only representation in respect of the Integrity Pact needs to be addressed to the IEM and no query regarding tender terms and conditions should be addressed to the IEMs. Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials.

2. For any tender related queries, bidder may write Mr. Ranjeet Kumar, SM(Matls.), Mail ID: [ranjeet.kumar@nalcoindia.co.in](mailto:ranjeet.kumar@nalcoindia.co.in) or Mr. Mihir Behera, AGM(Matls.), e-mail: [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in)

## 10.0 CONTACTING THE OWNER

- 10.1 No correspondence, whatsoever until & unless called for by the buyer, shall be entertained after due date and time of receipt of tender and any uncalled-for communication received later from the tenderers /agents will be ignored.
- 10.2 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.


## 11.0 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.

- 12.0 Prior to the expiration of bid validity, NALCO will issue a Letter of Intent or Purchase Order to the successful Bidder. The Notification of Award will constitute the formation of the Contract. Delivery Period/ Completion Period shall be counted from the date of Notification of Award/ Purchase Order.

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

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

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the affected Bidder or Bidders. 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. However, 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.

#### 14.0 **INFORMATION REQUIRED WITH THE BIDS**


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

#### 15.0 **UNDERSTANDING AND CLARIFICATION ON DOCUMENTS & SPECIFICATIONS**

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

#### 16.0 **LOCAL CONDITIONS**

- 16.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Works covered under these documents and specifications. In their own interest, the Foreign Bidders are requested to familiarize themselves with the Income Tax Act, 1961; the Companies Act, 1956; Customs Act, 1962 and other related acts and laws prevalent in India. The Owner shall not entertain any request for clarifications from the Bidders regarding such local conditions.

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

## 17.0 **FIRM PRICE**

- 17.1 The price quoted for the entire scope of work shall remain firm and fixed till complete execution of work.

## 18.0 **CUSTOMS DUTIES AND TAXES (APPLICABLE TO DOMESTIC BIDDERS)**

- 18.1 In the case of domestic bids, all Custom Duties and levies payable on imported components, sub-assemblies and raw materials by the local Bidders shall be included in their prices and no claim on this behalf will be entertained by the Owner.
- 18.2 The Contractor shall include all taxes, duties, royalty of whatever nature, other local taxes etc. if any, in the quoted price.
- 18.3 As regards the INCOME TAX, surcharge on Income Tax and other taxes, the bidder shall be responsible for such payment to the authorities concerned.

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


- 18.4 Foreign Bidders may refer to Annexure-II (SPECIAL INSTRUCTIONS TO BIDDERS - COMMERCIAL, Clause- 11(iv) for price basis.

## 19.0 **EFFECT AND VALIDITY OF BID**

- 19.1 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the Owner.
- 19.2 The bid should be kept valid for acceptance for a period of 6 (six) months from the bid due date/ extended bid due date.

## 20.0 **AWARD OF CONTRACT**

- 20.1 Notification of Award of Contract will be made in writing to the successful Bidder by the Owner initially in the form of Letter of Intent/ Brief Order/ Purchase Order which will be formalized by a Contract to be signed by both Owner and Bidder. All contractual obligations including delivery shall commence from the date of Letter of Intent/ Brief Order/ Purchase Order.
- 20.2 Owner reserves the right to award one or more separate contracts in line with the terms & conditions specified in the accompanying technical specifications.
- 20.3 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.

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20.4 The Effective Date of Order shall be considered as the date of Notification of Award/ Brief Order/ Purchase Order. All contractual obligations shall commence from the Effective Date of Order.

## 21.0 **DEVIATION TO BID DOCUMENT**

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

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

## 22.0 **CHECK LIST**

The Bidders are requested to duly fill in the checklists as mentioned in Tender Documents.

## 23.0 **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.

## 24.0 **CRIMINAL PROCEEDINGS/ CASES:**

The bidder or its Proprietor/ Partner(s)/ Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an Affidavit to this effect. The Affidavit must be affirmed before the competent judicial authority or duly notarized by the Public Notary.

Bidders should upload the scanned copy of the declaration with their On-line Part-I - Bid. The original copy of the declaration should be submitted in cover-1 of the hard copy offer.


## 25.0 **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.

26.0 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 they have been banned or de-listed by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. 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.

Bidders should upload the scanned copy of the declaration with their On - line Part - I - Bid. The original copy of the declaration should be submitted in cover - 1 of the hard copy offer.


27.0 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

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financial/ professional stakes along with the Part - I - Bid. The bidder should also give a declaration/ undertaking that any such firm/ agency is 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.

Bidders should upload the scanned copy of the declaration/ undertaking with their On - line Part - I - Bid. The original copy of the declaration/ undertaking should be submitted in cover - 1 of the hard copy offer.



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### **INSTRUCTION FOR ONLINE BID SUBMISSION IN CPP PORTAL (as per CPP Portal):**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.


### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There is various search options built in the CPP Portal, to facilitate bidders searching for active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folders. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

### **PREPARATION OF BIDS**

- 1) Bidder should take into consideration all corrigendum/addendum published to this NIT document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of



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each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white options which help in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.


3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized people until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system

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generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



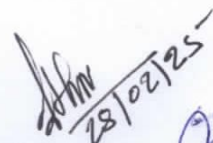
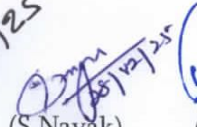

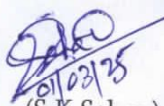


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**SMELTER PLANT, NALCONAGAR**  
**ANGUL, ODISHA**

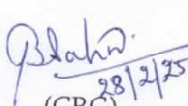
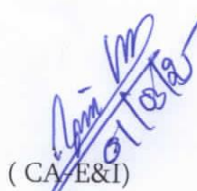
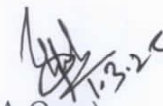
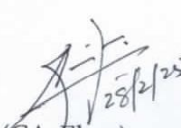
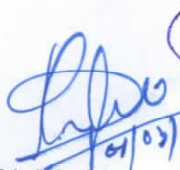
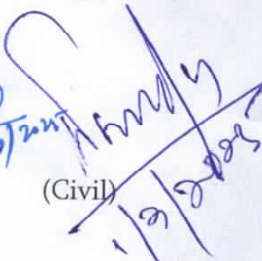
**SPECIFICATIONS FOR DESIGN, ENGINEERING, SUPPLY, INSTALLATION**  
**AND COMMISSIONING OF ANODE BUTT INSPECTION STATION (ABIS) IN**  
**ANODE RODDING SHOP -1**

DOC REF. NAL-SMLT-CRG-PROJ-20-21-020

ISSUE NO	REVISION	ISSUE DATE
01	2	28-02-2025

 (B. Arya)	 (S K Sahoo)	 (P Kumar)	 (S Nayak)	 (M Nahak)	 (S.K Sahoo)
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(Site Technical Committee)

 (CRG) S.B. Sahoo GM (E&I)	 (CA-E&I)	 (CA-Oprn)	 (CA-Elect)	 (CA-Mech)	 (Civil)
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(HODs/GMs)

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## 1. INTRODUCTION & GENERAL INFORMATION

National Aluminium Company Limited is one of the largest Aluminium producers in Asia having its Corporate Office at Bhubaneswar, capital city of Odisha, Mines & Refinery at Damanjodi in the Koraput district of Odisha and Smelter & Captive Power Plant at Angul district of Odisha. Nalco has also Port facilities at Visakhapatnam in the state of Andhra Pradesh in addition to regional marketing office at Delhi, Kolkata, Mumbai and Chennai.

In the Smelter Plant, Aluminium is produced by electrolysis of Alumina ( $Al_2O_3$ ) in a specially made pot cell (Voltaic Cell). Pre baked Carbon Blocks are used as Anodes in the process of electrolysis. These Carbon Blocks are manufactured at Green Anode Plant (GAP) by mixing liquid coal tar pitch and Calcined petroleum coke. Green anodes are baked in a ring type open hearth furnace to impart desired/ improved physical properties like electrical conductivity mechanical strength & resistivity. Then the baked anodes are fixed with aluminum stem & steel bracket assembly in Rodding shops, to enable the anode to be fitted in pot cells of pot lines.


During the electrolytic process, Carbon Anodes get oxidized and therefore, they are periodically replaced. The thickness of anode butts on removal from cell can vary depending on several parameters. Too thick anode butts mean that they could be used longer in the cell to optimize the production cost and too thin butt indicates a high risk of iron contamination in the electrolysis cell. Hence thickness of anode butt after use in cell is a very important parameter. The proposed automated visual inspection system will be helpful to calculate the thickness and thus net carbon consumption in cell.

**1.1 Location:** The plant and equipment to be supplied under this package will be installed in the Smelter plant of National Aluminum Company Limited, located at a site approximately 07 Kms. from the nearest town Angul in the Odisha State of India. This site is connected by a link road to the existing highway NH- 55, linking NH- 16 (Kolkata-Chennai) and NH- 53 (Kolkata-Mumbai). The nearest Railway Station is about 07 kms from the plant and the plant is approximately 150 Kms. from state capital Bhubaneswar

**1.2 Site Condition & Climate:**

### Climate:

Temp. °C	Dry Bulb	Wet Bulb	Relative Humidity
Maximum	50	25.7	83 % at 26 °C
Minimum	06	14.80	33 %
Design	50 Max./ 06 Min		

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### Rain Fall:

Annual:	
Maximum:	2148.7 mm
Minimum:	756 mm
Average:	1243.7 mm
Heaviest Rainfall	257 mm
Peak Intensity	100 mm/ Hour
Design Intensity	100 mm / Hour
Rainy Season	Mid June- Mid. Sept.

### Wind Data:

Wind Direction	West & North-West
Wind Velocity	180 KMPH Max.
Max. Wind pressure	At 10 m: 193 da N/M2 At 20 m: 219 da N/M2 At 30 m : 231 daN/M2
Design Intensity	100 mm / Hour
Rainy Season	Mid June- Mid. Sept.


### Barometric Pressure:

Maximum	1001.4 mbs (Average Monthly)
Minimum	981.6 mbs (Average monthly)
Average yearly	Morning (08:30 hours) 993.5 mbs Evening (17:30 hours) 989.3 mbs
Design	981 mbs

1.3 **Seismic Data:** Design of structure for seismic load (due to earthquake) shall be as per design requirement of IS: 1893, considering zone-III and importance factor shall be 1.5.

## 2 VENDOR'S SCOPE

2.1 The intent of this requisition is to outline the requirements of the Purchaser for the design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I which shall include site assessment to study the requirements, conceptualization of the project within battery limits, collection of required data/inputs/drawings, design, engineering, approval from Nalco, procurement, supply/ dispatch, transport/shipment both air & sea, inland transportation, receipt at site, storage & warehouse management, fabrication, assembly, erection, installation, painting, hook-up with the existing system mechanically, electrically and for automation, testing, commissioning, PG test, handing over, submission of As-Built drawings & documents of the Anode Butt Inspection Station on LSTK basis in accordance with the specifications and drawings enclosed with this document. In the

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process of engineering, vendor may have to assess the site number of times for gauging physical requirements and collection of data relevant to the process design.

- 2.2 The supplied system shall be a complete unit including all required auxiliary equipment for efficient and satisfactory operation as a System. Vendor shall be responsible for furnishing all mechanical, electrical, instrumentation and other inter-connecting and safety items as required to make the system complete. The job needs to be carried out in the operating Rodding Plant. Complete Shutdown, if required, can be planned on mutually agreed time and duration depending upon suitability and approval from Nalco and subject to availability of the construction front at the time of modifications. Any deviation from mutually agreed time and duration should be unanimously agreed upon before placement of PO. The job includes dismantling of old structure/ equipment/ system, if any and cutting to small sizes and shifting to designated location as per the instruction of Engineer-in-Charge to accommodate the installation of the new system. However, dismantling of existing old Butt Stripping machine shall be in the scope of NALCO. Vendor has to categorically note that proposed work is purely brown field project.
- 2.3 All the equipment and materials supplied & installed under these specifications shall be installed in accordance with standard designing & engineering principles and good fabrication and construction practices. No omission from these specifications shall relieve the vendor of his responsibility for an adequate system as above. All materials supplied under this requisition shall be adequate for proposed service. Proper consideration shall be given to their function with regard to corrosion, chemical and process hazards and erosion due to the material being handled.
- 2.4 All the electrical & instrumentations within battery limit required shall be in vendor's scope.
- 2.5 Vendor may visit the site, if required before bidding to assess the project requirements.
- 2.6 For any technical clarifications about this project, vendor may contact Mr.Bedabrata Arya, Cell. +91 9437094729, Email [bedabrata.arya@nalcoindia.co.in](mailto:bedabrata.arya@nalcoindia.co.in). Video conferencing can also be arranged with prior intimation.

### 3 PURCHASER'S SCOPE

- 3.1. Nalco shall appoint a project coordinator who will associate and facilitate the project activities with the vendor.
- 3.2. Nalco shall provide available data, drawings & software etc. to the vendor, if required.
- 3.3. Free electricity and construction water shall be made available for the erection and commissioning of the plant.
- 3.4. Free Land and water at site for temporary office cum store cum warehouse cum work shop for smooth execution of the project. However, vendor has to arrange necessary tapping connections from the source identified by Nalco.

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#### 4 FREE ISSUE OF MATERIALS

There will be **no free issue of materials** for the project. The vendor shall arrange all the materials required for the proposed system within the battery limit.

#### 5 SAFETY

- 5.1 The manpower safety and construction safety shall be given prime importance during site execution of the jobs. Since, the site activities are to be conducted in the vicinity of a running plant, the contract, their sub-contractor, workmen, labourers shall strictly follow the safety guidelines of Nalco. There will be no compromise with safety at any point of time which may attract disciplinary action on the contractor.
- 5.2 Adequate number of safety officers are to be deployed at site to ensure safety of the manpower and safety of the equipments. The tool box meeting shall be carried out on regular basis.
- 5.3 The work shall be carried out inside the plant as per safety practices enforced by NALCO safety section and instructions of Manager-In-Charge or his/her authorized representative issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the Contractor shall meet these requirements without any argument for time and financial implications.
- 5.4 To obtain work permit and to satisfy all conditions laid down therein, shall be the responsibility of the Contractor. No claim for idling of machinery, plant, manpower etc., for safety reasons or non-issuance of work permit by In-charge, Safety Section shall be considered.
- 5.5 The Contractor shall abide by all safety regulations of the plant and ensure that safety equipment or specific job kit as stipulated in the Factory Act / Safety Hand Book is issued to the employee during the execution of work, failing which all the works at site will be suspended.
- 5.6 All the lifting tackles including wire ropes, slings, shackles and electrically operated equipment shall be got approved by NALCO Engineer before they are actually put on use. Test certificates should be submitted before their usage.
- 5.7 For the movement of cranes etc. it may become necessary to lay sleeper bed for obtaining leveled safe approach for usage of equipment. It shall be the contractor's responsibility to lay necessary sleepers. Required sleepers shall be arranged by the contractor at their cost. It shall be contractor's responsibility to arrange necessary cranes/tractors, trailer or trucks/slugs/tools and tackles/ labourers including operators and on to transport equipment, move it to erection site/pre-assembly yard and unload the same at pre-assembly yard/ erection site and the quoted rate shall include the same.
- 5.8 All equipment so used by contractor shall be of proven quality and safe in operation as approved by the statutory authorities as per the law in force.
- 5.9 **Site cleanliness and safety requirements:** Contractor shall strictly follow all safety regulations/conditions and its sub clauses of General Conditions of Contract. Non-

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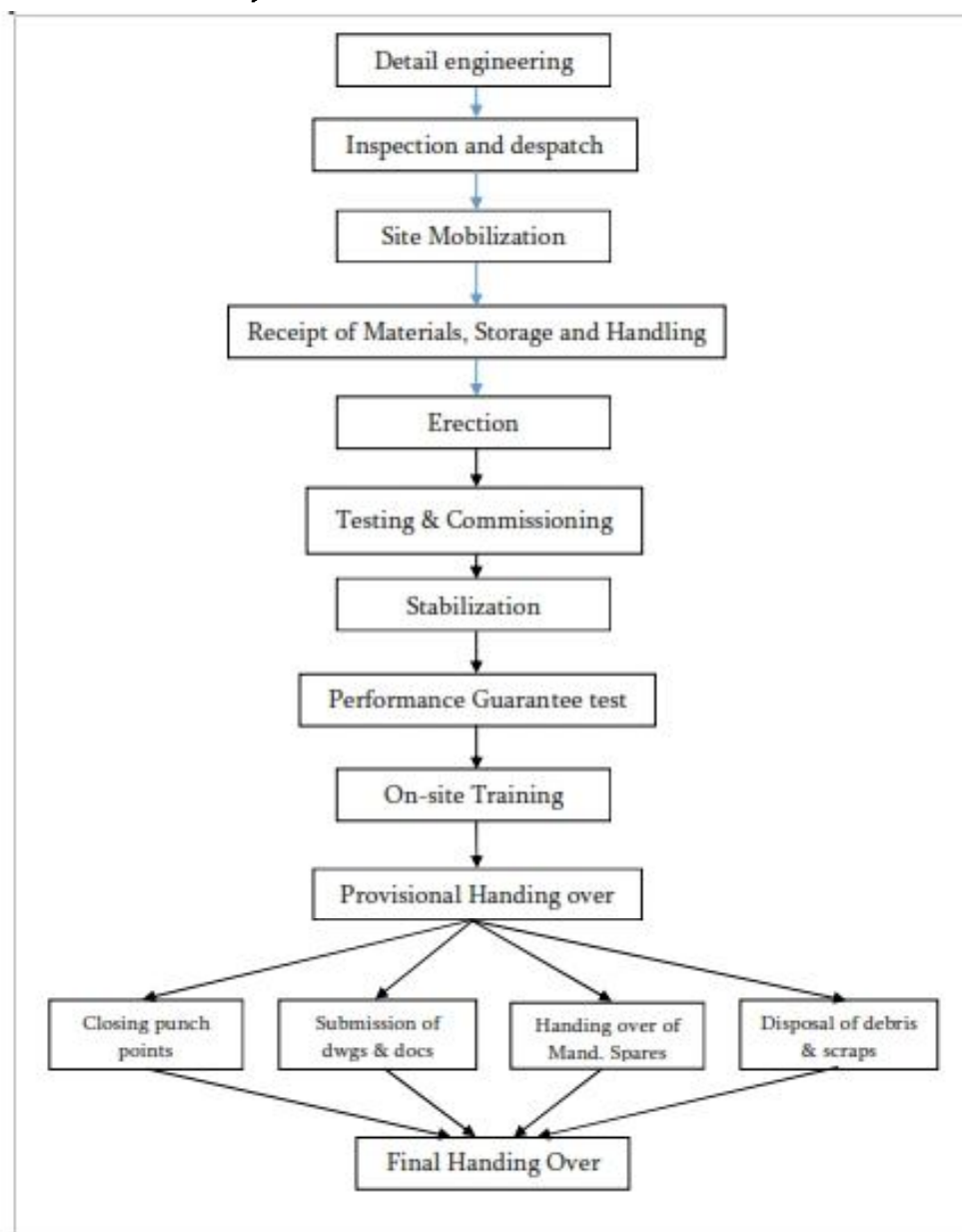
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conformity of safety rules and safety appliances will be viewed seriously. The contractor should exclusively deploy one Safety Engineer along with a safety supervisor for effective implementation and co-ordination of safe working conditions

## 6 COMPLETION SCHEDULE

The total Completion period of the project in all respect as per Technical Specification and scope of supply/work of our NIT shall be **12 months** from the effective date of contract.

## 7 MODALITY OF PROJECT EXECUTION:



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## 7.1 DETAIL ENGINEERING:

The detail engineering shall be carried out by the vendor from the effective date of Purchase order. As a part of detail engineering, kick-off meeting shall be conducted at site within 15 days of effective date of order. The vendor has to visit site with their project team to deliberate on the modality of project execution, physical assessment of execution area. Subsequently, the vendor shall submit detail project schedule, design & engg. Documents, drawings, datasheet, P&ID, QAP etc. for approval of Nalco.


First, a list of all documents/drawings which are required for the project shall be submitted to Nalco for review. It shall contain the title of the document/drawing, document/drawing no. and schedule date of submission. Based on this document/drawing submission schedule, the documents/drawings are to be submitted to Nalco for approval/review/retention.

## 7.2 INSPECTION & DESPATCH CLEARANCE:

The contractor/seller shall despatch the equipment only after issuance of despatch clearance. Prior to despatch of the equipment/machines/components, the basis of despatch clearance shall be approved by Nalco.

The pre dispatch inspection (PDI) shall be carried out by Nalco personnel at the works of the vendor for full system or few major equipment as per "Inspection Categorization plan" (ICP). This document shall contain description of the equipment, agency for inspection and basis of inspection i.e. QAP document. The ICP document shall contain description of the equipment, agency for inspection and basis of inspection i.e. QAP document. A typical ICP is divided into 3 categories as follows:

- Cat. I: For these items, QAP shall be approved by Nalco. Pre-despatch inspection to be carried out by Nalco at the manufacturers works. Based on physical inspection despatch clearance shall be given by Nalco.
- Cat II: For these items, QAP shall be approved by Nalco. Pre-despatch inspection shall be carried out by the contractor/seller at the manufacturer's works and inspection report will be sent to Nalco. Based on this inspection report, despatch clearance shall be given by Nalco.
- Cat III: For these items, QAP shall be approved by vendor/sub-vendor. Test and/ calibration certificates of these procured items shall be submitted by the vendor/sub-vendor to the contractor/seller. After due verification by the

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contractor/seller, the report to be submitted to Nalco. Based on this inspection report, despatch clearance shall be given by Nalco.

Despatch Inspection calls shall be given by the vendor/contractor for association of Manager-in-charge or his/her authorised representative as per mutually agreed programme and Proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor.

Note:

- No material shall be despatched without getting dispatch clearance from Nalco either from Nalco office in case of Cat-II & III items or from vendor's works in case of Cat-I item.
- The despatch clearance does not absolve the vendors responsibility to ensure overall performance of the system which is to be demonstrated at site during testing and commissioning.
- The To & Fro travel expenses, lodging, boarding, conveyance etc. of the Nalco inspectors for PDI will be borne by Nalco.


### 7.3 SITE MOBILIZATION:

Before arrival of the supplied equipment at site, the contractor shall mobilize the site, set up site office, storage yard, and appoint sub-contractor, if required. For sub-contracting the jobs, prior approval of manager-in-charge is required in writing as per the procedure described in the GCC. Adequate man power shall be deployed including safety officer before commencement of site activities.

### 7.4 RECEIPT OF MATERIALS, STORAGE AND HANDLING:

While transporting the supply materials to site, these are to be entered at Smelter CISF gate and then taken to the site storage yard already set up by the contractor and unloaded these by the transporter in presence of the contractor representative. The received materials shall be inspected by Nalco personnel physically and if found OK, will be issued to the contractor for erection. If any material is found to be damaged at the time of site inspection, it will be informed to the contractor and subsequent actions to be followed as per relevant clauses in GCC.

The equipment shall be under the custody of the contractor till handing over of the complete system. The materials may have to be stored for longer period before installation and so, proper storage is to be ensured by the contractor against heavy rains/high ambient temperature, unless otherwise agreed. Watch and ward of the supplied equipment round the clock till handing over of the system is the

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responsibility of the contractor. For any damage, theft or shortfall in the supplied materials observed during execution of work, the contractor has to arrange the required materials without additional financial implication to Nalco.

## 7.5 ERECTION:


The vendor shall carry out physical erection of all supplied equipments including Mechanical, Electrical, instrumentation items and Civil construction works as per approved QAP, drawing and project schedule. This also may include dismantling, re-routing of road/drains/cable tray for successful erection of the supplied equipment within the battery limit as per site requirement. The erection protocols for individual items shall be prepared by the contractor and get prior approval of Manager-in-charge or his/her authorized representative. All results of inspection will be recorded in the erection protocol and signed by both vendor & NALCO. The mechanical completion certificate shall be issued by the Manager-in-charge or his/her authorized representative on the basis of the signed protocols.

## 7.6 TESTING AND COMMISSIONING:

After completion of erection, individual equipments shall be powered ON and checked for it's operation as per OEM specification/QAP. Prior to commencement of commissioning work, the commissioning protocol/Site Acceptance Test (SAT) of individual equipments as well as overall system shall be prepared by the vendor/contractor in line with the approved operation & control philosophy and get it approved from Nalco. After trial testing of individual equipment, the vendor/contractor will operate the system with load and demonstrate agreed operation philosophy to Nalco personnel. All test results will be recorded in the commissioning protocol by the vendor.

## 7.7 STABILIZATION:

After commissioning of the proposed system, the same shall be under observation for minimum two week time (i.e. stabilization period). During this period, the total system shall be operated by the vendor on continuous basis. If the system requires some fine tuning, the vendor will do the same and any change made by the vendor in the system during this period shall be recorded in the commissioning protocol. After completion of stabilization period, the commissioning protocol is to be signed by both Nalco personnel and vender representative.

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## 7.8 PERFORMANCE GUARANTEE TEST:

- A.** In order to demonstrate the PG parameters, the vendor has to submit a PG test procedure prior to PG test. This is to be mutually agreed by Nalco. The performance guarantee tests shall be jointly carried out by the representative of the vendor and Nalco or his nominee with all the test equipment arranged by the bidder.

The Performance Guarantee Tests shall be conducted during 8 am to 5pm for consecutive three days. Under the performance guarantee test, the contractor shall ensure the workmanship, material and demonstration of satisfactory performance of the following parameters:

- i. **Anode Butt Weight with an accuracy of +/- 3% :**

Methodology of physical measurement:

- Measured Butts will be removed from the system and manual stripping will be done. The collected butt will be weighed physically to cross check the data received by ABIS.
- A minimum of 10 observations will be done during General shift hours.

- ii. **Cycle Time : 120 s**

## **B. PRICE REDUCTION SCHEDULE (PRS) DUE TO NON-PERFORMANCE**

Anode Butt Weight accuracy of +/- 3% - No PRS

Anode Butt Weight accuracy of > 3% and up to 4% - 1% of Total Contract value


Anode Butt Weight accuracy of > 4% and up to 5% - 2% of Total Contract value

Anode Butt Weight accuracy of > 5% and up to 6% - 3% of Total Contract value

Above 6%, Machine shall be rejected.

## 7.9 ON-SITE FAMILIARIZATION TRAINING:

At the successful completion of P.G. test and acceptance thereof, the vendor shall conduct on-site training for at least 40 O&M personnel including Mechanical, Operation, Electrical and Instrumentation discipline of Nalco. The content of technical training shall cover overall structure of equipment, working principle of electric control, pneumatic and lubrication systems, parameter setting and selection, operation, maintenance, troubleshooting knowledge. After training, Nalco personnel will operate the machine as per accepted operation philosophy under the supervision & guidance of the vendor. The training materials (different from the instruction manuals) for operation and another for maintenance shall be distributed to all participants with three master copies each for technical archives. The cost of training including training materials shall be borne by the vendor.

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### 7.10 PROVISIONAL HANDING OVER:

After successful completion of on-site training, the [Anode Butt Inspection Station](#) system shall be provisionally handed over to Nalco for day-to-day operation by Nalco personnel. However, the vendor/contractor shall carry out the maintenance of the system and provide support for running the system till handing over of Mandatory Spares(if any) and As built Electrical & Instrumentation drawings.

### 7.11 FINAL HANDING OVER:

The system shall be finally handed over to NALCO by the contractor after successful completion of the following activities:


- erection, commissioning & PG test
- Stabilization period
- On-site training to Nalco personnel
- Compliance of mutually agreed punch points
- Submission of As-Built drawings & documents as per requirement mentioned elsewhere in the document
- Handing over of mandatory spares and surplus materials to Nalco
- Disposal of debris, project scraps and dismantled materials, if any

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## 8 INSTRUCTIONS TO BIDDERS (TECHNICAL)

- 8.1 Technology: System, process, equipment, and components selected for this turnkey project shall be based on latest & proven and technology acclaimed Nationally and Internationally.
- 8.2 Vendor has to provide bio-data of key personnel presently in the rolls of the company and proposed site organization for carrying out the work including deployment of Engineers and Supervisors.
- 8.3 The bidder shall read the technical specification and understand the requirement fully before bidding. The bidder may visit the site for assessing exact site conditions before bidding.
- 8.4 Vendor shall ensure continued technical agreement and aftersales spares & service support for minimum period of five years from the date of commissioning of the system.
- 8.5 The bidder shall submit deviation to Technical Specification and Commercial terms of NIT, if any, separately in the specified format given the commercial document.

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## 9 DRAWING AND DATA REQUIREMENT:

9.1 The following data and information shall be furnished by vendor:

SL No	Description	With Bid	After Job Award		
			For Review	For Information	Final in Book Form
1	2	3	4	5	6
1.	Makes of all equipment & materials		x		x
2.	Technical Literature like erection manual, start-up and operating manual, maintenance hand book, equipment data sheets, lubrication drawing and manual,				x
3.	Process Flow Diagram (PFD)	x	x		x
4.	Process and Instrumentation diagram		x		x
5.	Bill of material and schedule quantity			x	x
6.	Overall general arrangement drawing	x	x		x
7.	Utility Requirement	x	x		x
8.	Foundation Layout & Data			x	x
9.	GA drawing with all components at the battery limit.		x	x	x
10.	Start-up and operating instruction			x	x
11.	Repair and maintenance instruction			x	x
12.	Manufacturer's test certificate for sub vendor items.		x	x	x
13.	Detail list for recommended spare parts (preliminary/ final)				x


### 9.2 *Document distribution schedule:*

9.2.1 Document listed under column 4 and 5 are to be submitted in 02 copies.

9.2.2 Document listed under column 6 are to be submitted as hard bound indexed book and soft copies as well containing the details in 08 copies to be submitted within 04 weeks of release note/ dispatch of materials/ equipment from vendor's works.

### 9.3 *Special Instruction for submission of Drawings:*


9.3.1 Fold all prints to 216 mm x 279 mm size.

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- 9.3.2 Vendor to forward drawings and documentation to National Aluminium Company Limited clearly specifying the Order or tender number.
- 9.3.3 The drawing / Document no with revision number are essential. The number may be up to a maximum of 28 characters in length.
- 9.3.4 Each drawing submitted to Nalco must be checked and signed / stamped by the vendor's authorized representative.
- 9.3.5 Revision number must change during subsequent submission of vendor document.
- 9.3.6 Multi sheet documents other than drawings must be submitted in their entirety in the event of a resubmission even of only few sheets are revised.
- 9.3.7 All vendor drawings to be provided with a blank space measuring 75 mm W x 38 mm H for marking review codes.
- 9.3.8 Drawings shall also include preparation of interconnection diagrams and integration diagram with existing Rodding plant.
- 9.3.9 Review of the drawing by Nalco would be only to check compatibility with basic design and concepts and would no way absolve the contractor/ vendor of his responsibility to meet applicable codes, specifications and statutory regulations/ rules.
- 9.3.10 Final submission in bound volumes shall necessarily have a cover page giving project title, item name, P.O. No, particulars of the purchaser and vendor and an index-giving list of drawings & documents included.
- 9.3.11 Hard copies of the Electrical and instrumentation drawings should be separately hard bound preferably in A3 size and to be submitted 8 copies each at the time of final submission.
- 9.3.12 Complete documentation of the Control schematic, Instrument loop drawings (08 sets) for proposed system and modification in existing system in A3/A4 size at the time of final submission. Instrument loop drawings shall show each component from field device to final receiver including physical location, initiating device, its terminal number, junction box with its terminal number, cable number, receiver instrument terminal number, and system functional blocks etc of loop in simplified manner.
- 9.3.13 The electronic files of all As-Built drawings shall be submitted in Pen drive media/Portable Hard Disk Drive (Eight copies each). All As-Built shall be in pdf


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format and/or editable dwg format. Drawings shall be sketched in AutoCAD in proper scale. Not to scale drawings shall not be acceptable

## 10 PAINTING AND SHIPMENT:

- 10.1 Equipment and materials supplied shall be painted after test at shop and after installation and testing at site.
- 10.2 All the surfaces prior to painting shall be well prepared.
- 10.3 The units shall be disassembled into major components suitable for shipment and shall be properly packed to provide adequate protection during transport/ shipment. All assemblies shall be properly match marked for site erection.
- 10.4 Each equipment shall have an identification plate giving salient equipment data, make, year of manufacture, equipment number etc.
- 10.5 All exposed carbon steel parts be painted shall be thoroughly cleaned to remove scale, rust, dirt and other foreign materials by wire brushing and sand blasting as applicable. Minimum acceptable standard in case of power tool cleaning shall be St.3 and in case of blast cleaning shall be Sa 2-1/2 as per Swedish standard SIS 055900.
- 10.6 Non-ferrous materials, austenitic stainless steel, plastic or plastic coated materials, insulated surface of equipment and pre painted items shall not be painted.
- 10.7 Stainless steel surface, both inside and outside shall be pickled and passivated. Machined and bearing surface shall be protected with varnish or thick coat of grease.
- 10.8 Seaworthy / Roadworthy packing of the equipment to be ensured for safe delivery at NALCO- Angul. Shock and vibration proof packing with Impact recorders to be provided to indicate the date and time of impacts, if any.

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## 11 DESIGN BASIS:

### 11.1 Plant Operating Condition:

Operating conditions involve 3 x 8 hour shifts per day, twenty one shifts per week except two shifts for Preventive maintenance (PM) throughout the year.

### 11.2 Capacity of the Proposed System:

### 11.3 Existing System:

At Present the existing facility is measuring the total weight of carbon, stem bracket assembly and load trolley and then deriving the weight of carbon by deducting standard weight of stem bracket assembly and load trolley.

### 11.4 Proposed System

#### 11.4.1 TECHNICAL DESCRIPTION OF THE EQUIPMENT


The proposed system will be based on visual 3D profiling of Anode Butt. It will be an automated inspection system based on artificial vision and will assess volume and hence weight of Anode Butt. Besides this, it will provide the other features such as thickness of the carbon that remains underneath the thimbles, detection of bath traces and shape of anode butts etc. Monitoring of these parameters will help in optimizing carbon and pot line process which will increase operational efficiency by reducing net carbon consumption.

The proposed system is a non-contact type installation and will be installed on P&F conveyor after common meeting point of Overhead chain to receive Anode assemblies from both the old and new Anode shot blasting machines.

The proposed system will be integrated with existing process flow and native PLC system. The proposed cycle time will be same as that of existing cycle time of 120 sec.

The proposed system should be capable of providing following information –

- Anode Butt profile
- Anode Butt Volume and Anode Butt Weight
- Thickness of Carbon under stub
- Detection of bath on anode

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- 11.4.2 A dedicated PC/Work station to be supplied for viewing the running system, storing data and printing reports.
- 11.4.3 The data (weight and other parameters) recorded at the ABIS must be reflected at control room and report to be generated at each shift end. Report file must be saved in PDF format at shift end. Provision for Average Butt weight report generation for a particular duration (From date & Time ---- To Date & Time ) must be provided.
- 11.4.4 The proposed system should be capable of giving the alarm to the operator in case of presence of bath on Anode butt.

### 11.5 Plant & Equipment:


- 11.5.1 All equipment and structures shall be designed for an indoor installation with environment and seismic conditions stated under clause 1.2 & 1.3. Design of all electrical systems shall be in accordance with the respective electrical standards.
- 11.5.2 Each system shall be laid out and constructed for convenience and safety of operation and maintenance. All equipment shall be oriented to permit servicing in such a way as to require a minimum dismantling. The specifications indicate minimum standard of quality for the materials, fabrication and construction of the proposed plants.
- 11.5.3 Noise level of any equipment shall not exceed 85 dBA measured at a distance of one meter from the equipment.
- 11.5.4 All out door located motor / valves/ instruments and electrical equipment shall be protected by rain protection hood.
- 11.5.5 All equipment and structures shall be designed to operate in dusty environment.

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## 11.6 CODES AND STANDARDS:

The design, fabrication, supply and testing shall conform to codes and standards listed below and specified elsewhere in this document. Bidder may also base his design on other international standards subject to approval of the purchaser. Only latest editions including addenda shall always be referred to. Please note that codes and standards mentioned below are minimum requirement and bidder may upgrade to achieve the optimum efficiency subject to prior approval from Nalco.

- **Design, fabrication & operation of the systems shall be based on but not limited to the following,**
  1. Indian Factory Act
  2. Regulations laid down by Explosive Directorate and Electrical Inspectorate
  3. NFPA code of practice
  4. Regulation for electrical equipment of Buildings Insurance Association of India
  5. Indian Electricity Rules
  6. IS-3103 (code and practice of Industrial Ventilation)
  7. IS: 2062( Steel for general structural purposes)
  8. IS: 1239 and 3601 or ASTM A 106 GR B (Steel Tubes & Fittings)
  9. ASME B 31.3(Process Piping)
  10. IS: 6392 or ANSI B 16.5 (Pipe flanges)
  11. IS: 1239 or ASTM A234 Grade B WPB(Bends)
  12. IS: 816 & 9595 or AWS D1.1/ D1.1M (Structural Welding)
  13. IS: 814 or AWS A5.1, A5.1M, A5.5 (Welding Electrodes)
  14. International Electrotechnical Commission (IEC)
  15. National Electrical Manufacturers Association (NEMA)
  16. IEC 61511-Functional safety - Safety instrumented systems for the process industry sector
  17. IS: 14254 or IEC 61131-standard for programmable controllers
  18. Low-Voltage Switchgear & Control gear: IS/IEC 60947
  19. Factory built assemblies of switchgear and control gear for voltages upto 1000V AC and 1200V DC: IS 8623
  20. PVC Insulated Cables for working voltages upto & including 1100V: IS 694
  21. PVC Insulated (Heavy Duty) Cables: IS:1554
  22. Elastomer insulated cables : 9968
  23. Specifications for Control Transformers for Switchgear and Control gear for voltages not exceeding 1100V AC: IS 12021
  24. Low Voltage Fuses for voltages not exceeding 1000V AC or 1500V DC: IS 13703/ IEC 269
  25. Code of practice for Earthing: IS 3043
  26. IS:14817 – Vibration limits for all rotating equipment

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## 12 BATTERY LIMIT


### 12.1 Mechanical:

The battery limit and the scope of work of vendor starts from site assessment, design, detail engineering, procurement, transport, receipt, storage, warehousing, assembly, shop erection, construction, painting, inspection, testing, trial run, commissioning, performance guarantee, documentation, site training to Nalco personnel as per the intent of the owner (Nalco). The physical battery limit has been shown in Drg. RS-I/PRJ/LAY/A2/15280.

### 12.2 Electrical:

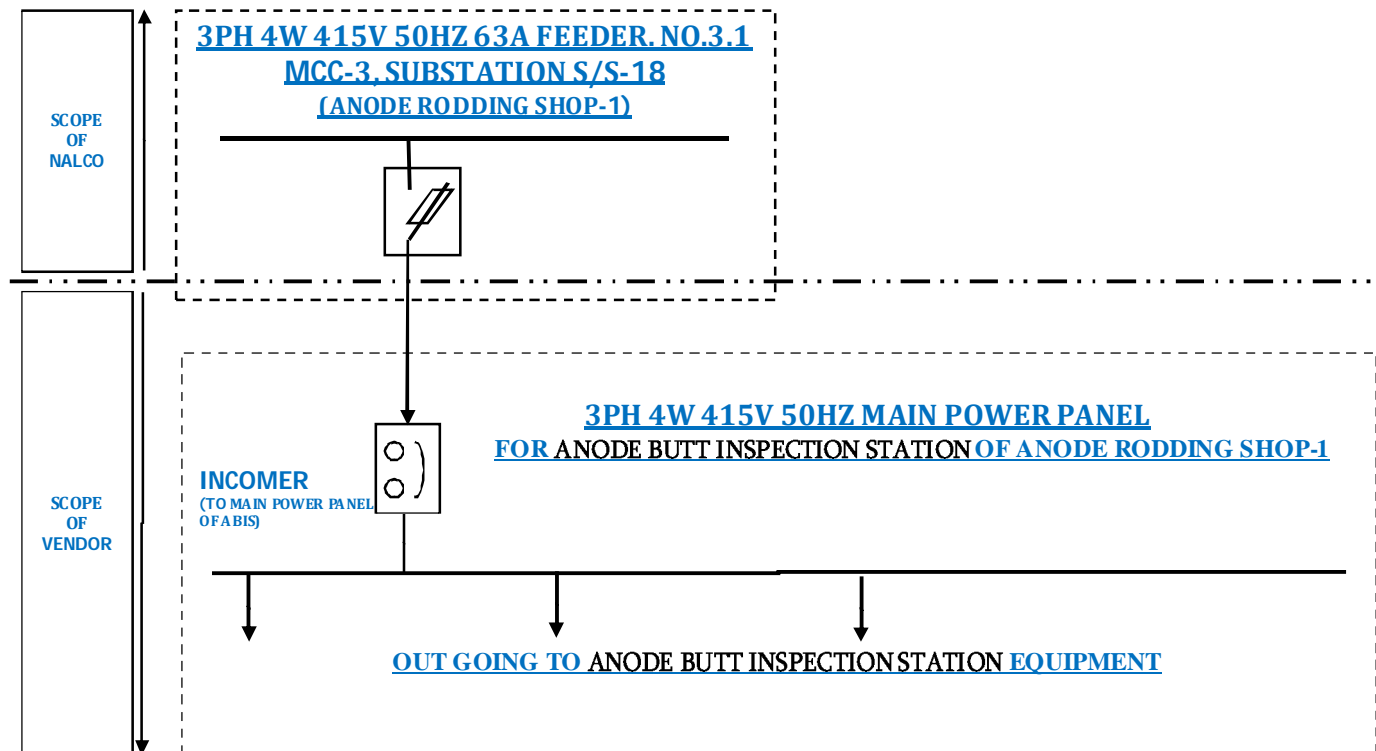
Battery limit of the vendor for electrical portion starts from MCC no. 3 switchboard of Substation-710.18 in Anode Rodding Shop-1.

The SLD & Scheme for Anode Butt Inspection Station shall be as per drawing shown below. NALCO will provide a Switch Fuse Unit (SFU) feeder of rating 3Phase 4-Wire 415VAC 50Hz  $\geq 63$  Ampere in MCC-3 of Substation-18. Vendor has to install appropriate rating switchgears & accessories in the MCC feeder. The vendor will make arrangement to take the required power from the MCC feeder. Any voltage other than 415 VAC, 50 Hz shall be obtained by stepping down through transformer or through rectifier, if DC voltage is required, for the proposed machine.

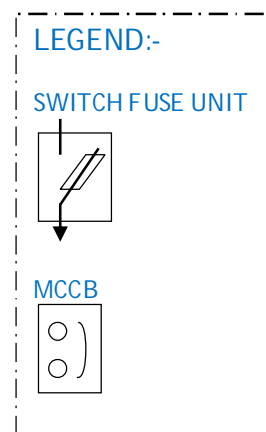
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## SLD & SCHEME FOR INCOMERS OF ANODE BUTT INSPECTION STATION



**APPROX CABLE LENGTH:-**  
 - INCOMER: 230 METER



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### 12.3 Instrumentation:

Battery limit for the Instrumentation starts from providing complete automation system including installation of the required field instruments for the ABIS system like high resolution cameras, 3D laser sensors etc. along with mounting arrangements as per the standard industrial control philosophy.

Integration of Anode Butt Inspection System with the existing PLC-12 (Overhead Conveyor PLC) in RS-1 both at software (Logic Level) & hardware (cabling/ wiring/ relays etc.) level. The PLC-12 is of Rockwell Automation make & is on Control Logix-5571 platform.

Computer along with necessary software is to be located at the RS-1 control room which is approximately 120meter away from the ABIS system at site. The communication with the computer shall be preferably through Ethernet protocol.

12.4 **Civil:** All the civil works required for completion of the project are to be in the scope of the bidder.


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### 13 JOB SPECIFICATION

#### i) **SCOPE OF SUPPLY :**

The vendor shall supply but not limited to the following in order to complete the proposed system:

- A. Complete Anode Butt Inspection Station (ABIS) including the cameras of desired resolutions .
- B. Stop Stations, if required for the project
- C. All frame support to fix the proposed ABIS.
- D. All electrical cables from MCC panel to the proposed ABIS.
- E. Control cables from the field devices to the Control Panel at Site, control cables from the ABIS machine to existing PLC-12 panel which is approximately 300m away , if required.
- F. Communication cables from site to RS-1 Control room , if required.
- G. Additional Electrical cables, Control cables, Communication and Signal cables required for completion of the project.
- H. Operator Interface, Control & Power Panel. The Panel shall be of IP65 degree of protection, colour- RAL 7035. The Panel is to be supplied with Panel mounted Air conditioner.
- I. The minimum configuration of the computer shall be intel core i7-9700, 8 cores, 3GHz, Graphics card, Windows 10 Pro (64 bit), 1TB SATA HDD, 16GB DDR4 RAM. The computer shall be of Work station grade (24 hour operation). However, vendor has to check for compatibility of the required application software with the supplied computer.
- J. Support structures, if any, required for execution of project.
- K. All bolts, nuts and rivets used shall be of high finish, good quality, High Tensile (H.T.) Steel.
- L. First fill of lubricants including oil and grease, if any, required for the vendor supplied equipment.
- M. Arrangement of complete tools and tackles required for execution of the project.
- N. Cable trays for laying of Electrical cables, if required.
- O. Separate cable trays for laying of control cables
- P. Separate cable trays for laying of communication & signal cables
- Q. Lighting fixtures for illumination of ABIS machine
- R. Materials, if any, required for Civil works including foundation of the ABIS.
- S. All Commissioning Spares required for commissioning of the project.
- T. List of 2 year Operational Spares and consumables with prices for future procurement by NALCO during the time of bid / detailed engineering.


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ii) **SCOPE OF WORK :**

The vendor shall carry out but not limited to the following jobs in order to complete the proposed system:

- a) Basic engineering, detail engineering, designing, approval from Nalco, manufacturing, dispatch, transport both sea & air, inland transport, follow-ups, receipt, storage & warehouse management, site work shop, erection, testing, trial run, commissioning, performance guarantee and handing over the system to client on turnkey basis.
- b) Dispatch of the complete consignment up to NALCO Smelter Plant.
- c) Transportation to site, receipt at site, storage and warehouse management.
- d) Fabrication ,assembly at works and site fabrication, if required
- e) Surface preparation, sand blasting, protective coatings and painting including supply of paints for vendor supplied items.
- f) Shifting of required project material to erection site
- g) Modifications in the existing structures, if required.
- h) Erection of Stop Stations, if required.
- i) Shifting of the dismantled items, if any, to the designated place as decided by NALCO within the plant premises.
- j) Tapping of compressed air, if required, from existing compressed plant air network.
- k) Entire electrical and instrumentation works required for execution of the LSTK project
- l) Civil works, if any, required for the execution of the project.
- m) Laying of electrical cables from MCC panel (Feeder no.3.1, MCC-3, S/S-710.18, Cable length approx. 230m) to proposed ABIS machine.
- n) Laying of electrical cables for illumination of proposed ABIS machine from existing LDB (near Auto Butt Stripping machine, Cable length approx. 50m), installation of suitable circuit breakers in LDB, electrical wiring & connection in LDB, cabling, termination & installation of lighting fixtures for proposed ABIS machine.
- o) Modification in the existing PLC program, if any.
- p) Laying and termination of control cables, communication cables and erection & commissioning of the Control Panel at site if any, shall be in the scope of the vendor.
- q) Laying of control cables from the field devices to the Control Panel at Site, control cables from the ABIS machine to existing PLC-12 panel, if any
- r) Laying of communication cables from site to RS-1 Control room.

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- s) Ferruling of individual wires for easy identification
- t) Installation of all associated mechanical, electrical, instrumentation components to make the installation of the ABIS complete.
- u) Complete seamless integration of the ABIS with Nalco existing system mechanically, electrically and control & instrumentation point of view.
- v) Commissioning, PG test and Final Hand over of the ABIS.
- w) Liquidation of all mutually agreed Plug List points
- x) Submission of As-Built Drawings and Documents
- y) Supervision of all the jobs required to complete the entire LSTK project.
- z) Erection, Installation and commissioning of all vendor supplied items as mentioned in the SCOPE OF SUPPLY for the completeness of the project

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## 14 TECHNICAL SPECIFICATION-ELECTRICAL

### 14.1 INTRODUCTION:

- 14.1.1 This specification defines the technical specification for electrical system design, engineering, equipment selection, sizing, procurement, supply, installation, testing and commissioning for Auto Butt Inspection Station in Anode Rodding Shop-1 for M/s Nalco's Aluminium Smelter Plant at Angul, Odisha.

### 14.2 BRIEF DESCRIPTION OF ELECTRICAL SYSTEM:

- 14.2.1 The 3 Phase 415V AC 50Hz loads of proposed ABIS shall be obtained from 415V AC Switchboard no. MCC-3, feeder no. 3.1 located in Substation no. 710.18 of Rodding Shop-1. Nalco will provide a MCC feeder (SFU) of rating 3 Phase 415V AC 50Hz 63Ampere. The vendor will make arrangement to take the required power from the MCC feeder to Vendor's ABIS machine. Any voltage other than 415 VAC, 50 Hz shall be obtained by stepping down through transformer or through rectifier if DC voltage is required, for the proposed machine.
- 14.2.2 The electrification, illumination & air conditioning for proposed ABIS machine shall be in the scope of party. Lighting loads shall be fed from existing lighting distribution board (LDB) near Auto Butt Stripping machine panels, which in turn is fed from Main lighting distribution board located in Substation-710.18 of RS-1. The vendor will make arrangement to take the required power from the existing LDB to Vendor's lighting panel.

### 14.3 SYSTEM VOLTAGE AND FREQUENCY:


#### 14.3.1 PRINCIPLE VOLTAGE LEVELS FOR POWER DISTRIBUTION AND UTILIZATION:

- 415V (nominal) 3 phase 3/4 wire, 50Hz, solidly earthed neutral: This voltage shall be used for all three phase loads.
- 240V (nominal) 1-phase 3 wire, 50Hz earthed: This voltage shall be used for low power single phase loads such as control, lighting, small power receptacles, etc.

#### 14.3.2 VOLTAGE AND FREQUENCY VARIATION:

The following maximum variation shall be considered for equipment design

- Voltage: Differing from its nominal value by not more than  $\pm 10\%$ .
- Frequency: Differing from its nominal value by not more than  $\pm 3\%$ .

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#### 14.3.3 VOLTAGE DROP:

The associated cables shall be sized to limit the voltage drop to 3% of the nominal voltage.

#### 14.4 DESIGN AMBIENT TEMPERATURE:

The design ambient temperature for electrical equipment shall be 50° C.

#### 14.5 DESIGN ALTITUDE:

The design altitude not exceeding 1000 meter above mean sea level shall be taken into consideration for electrical equipment/system.

#### 14.6 FAULT LEVEL:

All electrical equipment shall be designed for a fault level of 50kA for 1 second.

#### 14.7 VOLTAGE GRADE:

All electrical equipment shall be insulated for a service voltage of 1100V.

#### 14.8 DUTY:

All the equipment described in this specification is intended for continuous duty at the specified rating under the specified ambient conditions unless indicated otherwise.

#### 14.9 RATING:


All electrical equipment shall be rated at least 25% higher than its design rating.

#### 14.10 CODE AND STANDARDS:

All electrical equipment shall confirm to relevant IS/IEC/NEMA standards.

The electrical equipment shall comply with the requirements of latest revision of following standards issued by BIS, unless otherwise specified.

IS - 694	PVC Insulated Cables for Working Voltages upto & including 1100V
IS - 900	Code for installation and maintenance of Induction Motors
IS - 1231	Dimensions of three-phase foot-mounted induction motors
IS - 1554	PVC Insulated (Heavy Duty) Cables
IS - 3043	Code of Practice for Earthing
IS - 4794 (I)	Push Button Switches: General Requirements and Tests
IS - 5578	Marking of Insulated Conductors
IS - 8623	Factory built assemblies of Switchgear and control gear for Voltages upto 1000V AC and 1200V DC
IS - 9968	Elastomer insulated cables
IS - 11353	Guide for uniform system marking and identification of conductors and apparatus terminals.
IS - 12021	Specifications for Control Transformers for Switchgear and Control gear for Voltages not exceeding 1000V AC
IS - 13703	Low voltage fuses for voltages not exceeding 1000V AC or 1500V DC
IS/IEC - 60947	Low-Voltage Switchgear and Control gear

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#### 14.11 POWER CIRCUITS:


- 14.11.1 The incoming power supply to new ABIS shall be protected by the Main Circuit Breaker (lockable type), fitted out with visible blades and padlock.
- 14.11.2 Insulated Copper conductor Bus bars shall be used for the power circuits (3 phases). The Bus bars shall be rated for a voltage grade of 1100V and insulated using PVC sleeves.
- 14.11.3 Miniature Circuit Breakers shall be used for control circuit and Circuit Breakers for power circuits instead of fuses.
- 14.11.4 The circuit breakers shall have both magnetic and thermal capabilities. They shall have three power poles and a control auxiliary contact. They shall be provided with "ON-OFF" indicator and shall be pad-lockable in "OFF" position by three padlocks, inside the electrical panel.

#### 14.12 POWER SUPPLY:

- 14.12.1 Power supply: 415V +/- 10%, 50 Hz, 3 Phases
- 14.12.2 Power supply shall be obtained from the MCC-3 feeder no. 3.1 of Substation no. 710.18. All further distribution as required for the ABIS shall be in the scope of the Vendor. Vendor shall design his equipment so as to be suitable for satisfactory operation considering voltage supply conditions specified elsewhere in the document.

#### 14.13 CONTROL SUPPLY:

- 14.13.1 Control supply: 240V AC, 50 Hz, 1 Phase
- 14.13.2 The voltage level for control and other applications shall be as specified elsewhere in the document. The control voltage and any other voltage, as required, other than the specified power supply voltage shall be obtained by Vendor.
- 14.13.3 The Control transformer shall be double wound air-cooled control type of suitable rating and shall be located either in the Electrical room or separately housed in a suitable enclosure. The control transformer shall be provided with an earthed screen between primary and secondary winding.
- 14.13.4 One pole of control transformer secondary/ control supply shall be earthed. The transformer will be provided with circuit breakers both on primary and secondary side. One end of the coil of all the relays and contactors shall be connected to the

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earth side of the control circuit supply and this connection shall not be interrupted by any contact.

#### 14.14 CABLES:

- 14.14.1 Flexible copper cables type H07RN-F conforming to IEC-228 Class 5 shall be used. Any cable containing wires smaller than 22 square millimeters shall be flexible type.
- 14.14.2 All cables & wires shall be insulated for service voltage of 1100V.
- 14.14.3 The size of their wires shall be sufficient to avoid heating exceeding 40 degree C over the ambient temperature of 50 degree C and a voltage drop not exceeding 3% of the nominal value.
- 14.14.4 Vendor shall check adequacy of the cable sizes based on actual cable lengths, during detailed engineering and provide cables of higher sizes. Power cables related to various mechanisms shall be sized higher in accordance with relevant IS/IEC standards.
- 14.14.5 The cable shall be sized with due consideration to ambient temperature, type & duration of load, fault level/ back-up protection, grouping and disposition of cables and permissible voltage drop.
- 14.14.6 The minimum size of conductor for power cables shall be 2.5 sq. mm.
- 14.14.7 The minimum size of conductor for control wiring shall be 1.5 sq. mm. copper.
- 14.14.8 10% spare wires shall be available in all control cables which shall be connected to spare terminals.
- 14.14.9 Refer specifications in 'Data sheet for Cables'.

#### 14.15 WIRING & CABLE TERMINATIONS:

- 14.15.1 Cables used for ABIS wiring shall comply with relevant IS/IEC standards. All Power & control cables shall be of multi-strand copper conductor only.
- 14.15.2 Main cables and control wiring shall be effectively separated. Separate control cables shall be used for AC circuits and DC circuits.
- 14.15.3 10% spare terminals shall be available on each terminal block.

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- 14.15.4 All cables shall be as per relevant IS/IEC standards.
- 14.15.5 Cables on all electrical equipment shall be terminated using double compression type gland.
- 14.15.6 The cableways, their supports and terminal block shall be adequately sized.
- 14.15.7 Cable routing shall be such that cables are not damaged during crane movement.
- 14.15.8 Cable trays on which dust accumulates shall not be used. Cable trays supports shall be able to bear the weight of a man without giving way or being permanently deformed. Minimum vertical clearance between two cable trays shall be 300 mm.

#### 14.16 **CIRCUIT BREAKERS:**

- 14.16.1 Circuit Breakers of adequate rating shall be used in power and control circuits in place of fuses.
- 14.16.2 Appropriate rating Residual Current Device / Earth Leakage Circuit Breaker shall be provided in the switching box & switchboards for protection of respective Air-conditioner & utility units.

#### 14.17 **ELECTRICAL PANEL:**

- 14.17.1 All electrical panels & cabinets shall be provided with minimum IP65 degree of protection.
- 14.17.2 The electrical panel shall be provided with special constructional features to have projecting roof/canopy to avoid falling of dust inside the electrical cabinet while opening the panel door during operation/ maintenance.
- 14.17.3 Vendor has to consider bottom entry of cables and suitably design the Electrical panels .Vendor has to install suitable mounting frames for fixing the Electrical panels and care must be taken to ensure minimum bending radius of the cable to prevent premature failure of cable due to defective termination.
- 14.17.4 The electrical panel shall be designed to ensure maximum safety during operation, inspection, connection of cables, relocation of outgoing circuits and maintenance, with the bus bar system energized and without taking any special precautions. Means shall be provided to prevent shorting of power and/ or control terminals due to accidental dropping of maintenance tools etc. inside the panel. Checking

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and removal of components shall be possible without disturbing adjacent equipment. All auxiliary equipment should be easily accessible.

- 14.17.5 All hardware shall be corrosion resistant. All joints and connections of the panel members shall be made by cadmium plated high quality steel bolts, nuts and washers secured against loosening. Star washers shall be used to ensure effective continuity.

#### 14.18 UNINTERRUPTED POWER SUPPLY:


- 14.18.1 240V AC, single phase UPS if required for proposed ABIS machine shall be of non-redundant type with by-pass battery of VRLA type having back-up time 30 minutes.

#### 14.19 LIGHTING:

- 14.19.1 Lighting shall be provided in the ABIS machine and areas where control panels, are installed. Suitable fittings with IP65 dustproof enclosures shall be used for above areas. The nominal voltage of lighting circuit shall not exceed 250V.
- 14.19.2 Suitable outdoor duty industrial grade LED light fittings shall be used for illumination.
- 14.19.3 Suitable type of LED lighting fixtures of protection class minimum IP65 shall be used for illumination. Vendor shall furnish the type and details of lighting fixtures used for ABIS machine.

#### 14.20 ELECTRICAL SWITCHGEARS & CONTROL GEARS:

- 14.20.1 Electrical switchgears & control gears shall be selected in accordance with relevant IS/IEC standards.
- 14.20.2 The power circuit components shall be selected considering type-2 coordination in accordance with relevant IS/IEC 60947 standards.
- 14.20.3 The utilization category of contactors shall be AC 3 or higher as per relevant IS/IEC 60947 standards.
- 14.20.4 Refer specifications in 'Data sheet for switchgear components'.

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#### 14.21 MAKES OF ELECTRICAL EQUIPMENT:

- 14.21.1 Makes of the electrical equipment shall be as per NALCO approved vendor list. Electrical equipment of foreign origin shall be subject to NALCO approval.

#### 14.22 DATA SHEET FOR SWITCHGEAR COMPONENTS

##### PART -I (FURNISHED BY PURCHASER)

##### OPERATING CONDITIONS :

Voltage	: 415 V +/- 10%
Frequency	: 50Hz +/- 3%
No of phases	: Three
System fault level	: 50 kA for 1 sec
System earthing	: Solidly earthed
Auxiliary supply AC	: 240 V AC, 1-Phase, 2/3 Wire, 50 Hz

##### ELECTRICAL DATA:

Short circuit withstand capacity	: 50 kA for 1 sec
Busbar current rating inside	: As per vendor/SWBD data sheet
Panel at specified ambient	
System breaking capacity	: 50kA
System making capacity	: 105 kA (peak)
Bus bar	: Sleeved
Incoming power entry	: Cables
Cable entry (I/C & O/G)	: bottom
Cable gland /lugs	: Included in the scope of Vendor
Floor fixing	: Integral base frame.

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**PART -II (TO BE FILLED UP BY VENDOR)**

**TO BE FURNISHED FOR ALL SWITCHGEAR COMPONENTS OF THE NEW ABIS**

e.g: CONTACTOR, SWITCH, etc. as shown / technical data sheet of switchgear form Manufacturer)


**CONTACTOR**

Make	:	
Type Designation	:	
Rated Voltage	:	
Rated Current	:	
AC-3 Duty	:	
AC-4 Duty	:	
Thermal rating	:	
Making capacity	:	
Breaking capacity	:	
Power factor	:	
DC rating	:	
Switching frequency	:	ops/hr
Life	:	
Electrical	:	ops
Mechanical	:	(at rated voltage)
		Ops
Coil consumption – pick up	:	VA at ft
Coil consumption – Hold on	:	VA
Closing time	:	Seconds
Opening time	:	Seconds
No of aux. contacts	:	NO + NC

**SWITCH**

Rated Voltage	:
Rated Current	:
AC-23 Rating	:
Rated making capacity	:
Rated breaking capacity	:
Rated short circuit withstand current with max. Permissible rated fuses	:
Mechanical life	:

NOTE: Above particulars are required for each rating of switch offered.

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## 14.23 DATA SHEET FOR CABLES

### Part-1(Data by Purchaser)

#### PROJECT DATA

A.	Project Title / Ref. No.	: Auto Butt Inspection Station in Rodding Shop-I
B.	Location /Client	: Angul, Orissa/ Smelter Division, M/s Nalco
C.	Ambient Temperature	: Max = 50.0 °C Min = 5.5 °C
D.	Design Ambient Temperature	: 50 °C
E.	Nominal Voltage of the System	: 415 V AC
F.	Highest System Voltage/ System Fault Level	: 415 VAC±10 % /50 kA for 1 Sec
G.	Frequency	: 50 Hz ± 3 %
H.	Voltage Grade	
	Earthed System	: 1100 VAC
	Unearthed System	: NA
I.	Single Phase to Ground Fault Current / duration (applicable to high voltage cables)	: NA
J.	Max. Temp. of conductor for continuous operation	: 90 degree C
K.	Whether tinning required for copper cables	: as applicable
L.	Whether heat resistant required for power & control cables	: YES
M.	Whether Flame retardant required for power & control cables	: YES
N.	Whether copper flexible power cables will be used	: YES
O.	Whether make of cables is specified	: YES, LAPP/Helukabel
P.	Flexibility class	: Class 5 or higher
Q.	Conductor material	: Copper
R.	Whether resistant to Oil, Grease, Chemicals etc	: YES
S.	Duty	: Heavy Duty
T.	Environment	: Harsh & Humid

### Part-2 (Data by Vendor)

#### GENERAL

A.	Name of Manufacturer	:
B.	Cable type/ Code	:
C.	AC & DC Current rating	:
D.	Resistance, Inductance & Capacitance	:
E.	No. of Conductor strands	:
F.	De-rating Factor	:
G.	Thickness of insulation	:
H.	Thickness of inner sheath	:
I.	Calculated diameter of cable	:
J.	Nominal diameter of cable under outer sheath	:
K.	Calculated diameter of the cable under outer sheath	:
L.	Thickness of outer sheath	:
M.	Nominal outer diameter of cable.	:
N.	Tolerance on outer diameter	:
O.	Type of Compound for Conductor insulation, Inner sheath and outer sheath.	:
P.	Length of cable	:
Q.	Confirming standards	:

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## 15 GENERAL GUIDELINE TO VENDOR/ CONSULTANTS FOR ENERGY EFFICIENCY IN DESIGN/ENGINEERING

### General


- Energy meter (Instant indicator) along with totalizer for all energy sources i.e.: Each MCC, Compressed air system, Fuel oil system, Process water line.

### Process and Mechanical Engineering

- Heat recovery/waste heat system.
- Stirrer or equivalent system in holding furnaces to reduce melts loss/increase productivity, ultimately reducing energy consumption.
- Use of stack/ flue gas waste heat in combustion or pre-heating
- Optimization of Impellers for pumps, fans etc as per load
- Optimum utilization of combustion systems.
- Proper pipe sizes to minimize friction losses and pipe bends to save pumping energy.
- Energy efficient HVAC systems for buildings.
- Minimum bends in duct work, piping etc
- Inlet/discharge guide vanes along with dampers for fan load controls
- Preferably Hollow FRP impellers in place of metallic/GRP impellers for fans/blowers
- Minimize obstructions in inlet and outlet of Fans/Pumps
- Energy efficient flat/cog belts instead of V-belts for large Motor drives
- Improved technology/materials in insulation of tanks/ piping to reduce heat loss
- Improved technology/materials for thermal/refractory insulation of furnaces/ovens
- Heat exchangers with low approach temperature and reduced pressure drops.
- Selection of air-compressors with high compression efficiency and mechanical efficiency and less energy consumption, preferably multi stage compression.
- Boilers with high efficiency, improved process control, reduced heat loss and high heat recovery
- Optimum size of cooling equipment that best matches the system requirement.
- Efficient gear box preferably bevel gear instead of worm gear box

### Control Engineering

- Use of energy efficient control devices.
- Process automation for minimization of energy use.
- Implementation of control strategy that is tied to key energy systems.
- Interlocks for turning off equipment ( fans/ conveyors/ pumps/ heaters etc) when not in use
- PID control/ feedback control-loop in energy intensive equipment, e.g. furnaces/heating systems etc.

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- Auto switching on/off of lighting systems
- Auto mode switching off of equipment during idle condition.
- Motion sensors for turning off lights/ air-conditioning
- Automatic burner control system for optimizing fuel efficiency

#### **Electrical Engineering**

- Optimization of Motors for pumps, fans and other drives as per load
- Illumination at minimum required level
- VFD/ variable speed drives for Fans, Pumps and similar equipment in case of Variable loading conditions
- Thermostats and set-back timers for heating or cooling
- Use of energy efficient cables
- Energy efficient (IE rated) electrical Motors
- Energy efficient switchgears
- All the LV/MV motors must be energy efficient type as per IS:12615 with latest amendment (IE-3)
- Energy efficient (star rated) Air Conditioning units
- Energy efficient (star rated) distribution transformers
- Energy efficient air-compressors
- Energy efficient lighting systems for shop floor & buildings

#### **Civil Engineering**


- Maximum use of day lighting and natural air ventilation systems for buildings.
- Insulation of office/building roofs
- Efficient air distribution for adequate cooling and heating in well designed structural works  
Solarize Inflector Window Systems in buildings.

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## 16 PREFERRED VENDOR/MAKE/BRAND LIST

### CIVIL & STRUCTURAL

Item Name	List Of Make/Brand/Suppliers
Aluminium doors/Partition doors/Windows/ Louvers	Alum-lite, Beco, Hindalco, INDAL
Aluminium Sheet	Balco, Hindalco
Bathtub attachments/fittings(Wall	Jaquar, Hindware, Parryware
Bituminous felt	Nerolac, Shalimar
Bituminous paint	Asian Paints, Berger Paints, ICI, Jenson and Nicholson
Cement	ACC Limited, Jaypee, Dalmia, L&T, Ultratech, Sagar,
Chloro rubber paint	Asian Paints, Berger, Jenson and Nicholson
CP Brass and fixtures	Essco, Jaquar, Tiger
Decorative Textured Stone finish	Heritage, Spectrum, Vineratex of Gillanders
Door hardware	Everite, Godrej
Epoxy paint	Asian Paints, Berger Paints, Fosroc, ICI, Jenson and Nicholson, Nerolac, Sika
Expansion joint treatment	Fosroc, Sika
External cement paint / Weather coat	Asian Paints, Berger Paints, Durocem(Berger), ICI, Nerolac, Robacem(J&N), Super Snowcem of Killick Nixon
GI pipes	ITC, Jindal, TATA
Glass	Atul, Hindustan Safety, AIS, Modi, Saint Gobn
Glazed Ceramic tiles	Johnson, Kajaria, Rak, Somany, Orient Bell,
Gunmetal valves	Annapurna, Leader
High neck spout for kitchen sink	Jaquar
Internal surfaces/Acrylic emulsion paints	Asian Paints, Berger Paints, ICI, Jenson and Nicholson, Nerolac
Material for flush door	Bhutan Board, Century Ply, Greenply, Kitply, National, Novopan
Material for panel door	Bhutan Board, Century Ply, Greenply, Kitply, National, Novopan
Mineral hardener	Sika-Chapdur of Sika Qualcrete or equivalent from Fosroc, BASF, Pidilite
MS Angle/Channel/Beams	IISCO, Jindal, RINL, SAIL, TISCO

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Item Name	List Of Make/Brand/Suppliers
Non-shrink & free flow cementitious grout	Anckor-NSG of Sika Qualcrete or equivalent from Fosroc , BASF, Pidilite
Plywood	Bhutan Board, Century Ply, Greenply, Kitply, National, Novopan
CPVC pipes & fittings	EMCO General Plastics, Hariplast, Oriplast, Poly olefins Industries Ltd, Ajay, Ashirbad, Astral, Supreme
Steel Rod	Jindal, RINL, SAIL, TATA Steel
Stoneware pipes	Hind
Synthetic enamel paint	Asian Paints, Berger Paints, ICI, Jenson and Nicholson, Nerolac
TW particle board	Bhutan Board, Century Ply, Greenply, Kitply, National, Novopan
Vinyl asbestos tiles	Marblex of Bhor, Rikvin, Wonder floor
Water proofing admixer	Plastocrete-N of Sika Qualcrete
White glazed stone ware fittings	GMB, Hindustan Sanitaryware, Neycer, Parryware
Wood primer	Asian Paints, Berger Paints, ICI, Jenson and Nicholson, Nerolac

### ELECTRICAL

Item Name	List Of Make/Brand/Suppliers
Auxiliary Relays	ABB, GE, L&T, Schneider Electric, Siemens, Rockwell
Battery Bank	Amar Raja, Exide, Rocket
Battery chargers	Amar Raja, Chhabhi, Hitachi-HiRel Electronics
Bimetallic relay	ABB, GE, L&T, Schneider, Siemens, Rockwell
Breaker Control Switches	GE, Reliable Electronic Components, Switron Devices
Cable Termination & Jointing Kit	Raychem RPG, REPL, Yamuna, 3M, Multi Shrink
Cable Tray	Indiana, Legrand
Contactors	ABB, GE, L&T, Siemens, Schneider Electric, Rockwell Automation
Connectors	Harting, Lapp, Phoenix, Weidmuller
Control cables	Lapp, Helukabel, Igus


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Control panels, Junction Box & Enclosures	BCH, EL Steel, Rittal , Hoffman
Control relays	ABB, GE, L&T, Schneider, Siemens , Rockwell
Control/Selector Switches	ABB, GE, L&T, Schneider, Siemens , Rockwell
Control Transformers	ABB, Siemens, AE, Jyoti, L&T, Newtek Electricals, Precise
CTs/PTs	ABB, Automatic Electric Ltd, Jyoti, L&T, Newtek Electricals, Prayag, Voltas
DC Distribution Board	ABB, GE, L&T, Schneider, Siemens
DCEM brake	BCH, Elektromag, Pethe, Sime Stromag, Lenze, Sytco
Distribution Transformer	ABB, Alstom, Bharat Bijlee, BHEL, Crompton Greaves, EMCO, Voltamp Transformers
ELCB, RCCB & RCD	ABB, GE, L&T, Schneider, Siemens
Emergency stop	ABB, GE, L&T, Schneider, Siemens, Rockwell
Electrical Panel	Rittal , Hoffman
Emergency Stop Box, Push Button Station, Pendant Box	ABB, GE, L&T, Schneider, Siemens, Rockwell
Fuse Switch	ABB, GE, L&T, Schneider, Siemens
Fuses	Bussmann, Ferraz, GE, Indo Asian Fuse Gear, L&T, Siemens
Geared motors	Flender, LPS Motors, NewAllenberry Works, REMI, Sew Eurodrive, Siemens
Glands above M32x1.5(Ni plated brass)	Lapp, Dowell's, Controlwell, Phoenix
Glands upto M32x1.5 (Polyamide)	Lapp, Hensel, Connectwell, Phoenix
Heating Elements for Annealing Furnace	Kanthal, Thuba, Exheat
HV Cables	Cable Corporation of India, Fort Gloster, Nicco Corporation, Polycab, RPG, Torrent, Universal
HV Isolator	Dreischer Panicker, Siemens
HV Motors	ABB, BHEL, Crompton Greaves, Kirloskar Electric, Siemens
HV Switchboard	ABB, GE, L&T, Schneider, Siemens
Integral brake motor	DEMAG, Leroy Somer, Sew Eurodrive
Indication lamp	ABB, GE, L&T, Schneider, Siemens, Rockwell

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LBS	Cefem (France), Socomec (France)
LED Light fittings	Bajaj, Crompton Greaves, Philips, Osram, Wipro
Light fittings	Bajaj, Crompton Greaves, Philips, Osram, Wipro
Lighting & Power Panel	Havells India, Indo Asian Fuse Gear, Legrand (India), Standard Electricals
Limit Switch	ABB, Schneider, Siemens, Rockwell automation, OMRON
Linear actuators	AUMA, Bernard, Prepec
Local Power Isolation Cabinet	Cefem (France), Socomec (France)
MCB	ABB, GE, L&T, Schneider, Siemens
MCCB/SFU	ABB, GE, L&T, Schneider, Siemens
Meters	AE, IMP, RISHABH, L&T, Schneider
Motor protection relay	ABB, GE, Schneider, Siemens
Motors	ABB, GE, DEMAG, KEC, Mogensen, Sew Eurodrive, Siemens, Leroy Somer, Reliance, Control Techniques
MV Motors	ABB, GE, DEMAG, KEC, Mogensen, SEW Eurodrive, Siemens, Leroy Somer, Reliance
MV Switchboard (draw out type)	Bharatiya Industries, ABB, GE, L&T, Schneider Electric, Siemens
MV Switchboard (fixed type)	Bharatiya Industries, ABB, GE, L&T, Schneider Electric, Siemens
MV Variable speed drive	ABB, Danfoss, Rockwell, Schneider Electric, Siemens, Control Techniques
Air Conditioner	Batliboi, Blue Star, Carrier, Hitachi, Voltas
PLC Panel	Rittal, Hoffman
Plugs & Sockets	Marechal, BCH, Schneider
Power cables	Finolex Cables Ltd., Fort Gloster, KEI, Lapp, Nicco Corporation, Polycab, Radiant Cables Ltd, RPG, Torrent, Universal, Helukabel, Igus
Power contactor	ABB, GE, L&T, Schneider Electric, Siemens, Rockwell
Power & Control Wires	Lapp, Helukabel
Protection Relays	ABB, L&T, Schneider Electric, Siemens, Rockwell
Proximity detector	P&F, Schneider, Rockwell, OMRON


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Pushbutton & Indication lamps	ABB, GE, L&T, Schneider, Siemens, Rockwell
Pushbutton/Selector switches	ABB, GE, L&T, Schneider, Siemens, Rockwell
Rotary actuators	AUMA, Bernard, Prepec
Rotary Position Switches	Schneider
Selector switches	ABB, GE, L&T, Schneider, Siemens, Rockwell
Selector Fuse Unit	ABB, GE, L&T, Schneider, Siemens, Rockwell
Switchboards	ABB, GE, L&T, Schneider, Siemens, Rockwell
Switchgears	ABB, GE, L&T, Schneider, Siemens, Rockwell
Terminal block	Connectwell, Elmex, Phoenix, Weidmuller, Wago
Timers	ABB, GE, L&T, Schneider, Siemens, Rockwell
Track type limit switch	BCH, Begal Technocrats, Electromag, Jayshree, Speed-O-Control
UPS	Amar Raja, Emerson, Fuji, GE, Hitachi-HiRel, Schneider APC
MCC/Switch Gear	ABB, GE, L&T, Schneider, Siemens, Rockwell
VFDs	ABB, Danfoss, Rockwell, Schneider Electric, Siemens, Control Technique


## MECHANICAL

Item Name	List Of Make/Brand/Suppliers
Air filters	Festo, Parker
Air lubricators	Festo, Parker
Air regulators	Festo, Parker
Anode grabs	Brochot, ECL, NKMNoell
Axial fans & propeller fans	ACCEL, Dustven, Flaktwoods, ISEL, Reitz
Bag house	Andrew Yule, Claudius Peter, Coperion, DUCON, Flaktwoods, Intensiv, Rieco, Thermax
Ball valves	Audco, BDK, HAWA, KSB, Legris, VAAS
Bearings	FAG, KOYO, NTN, SKF, TIMKEN
Bearings for cranes	FAG, SKF
Belt scraper	BMH Concacre, Hosch, Kaveri, Tega, Thejo
Butterfly valves	Audco, BDK, HAWA, KSB, VAAS
Cam Follower	McGill, C.R. Canada, Osborn, INA
Centrifugal blowers	Flakt woods, James Hoyden (UK), Reitz

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Centrifugal pumps	Beacon, Kirloskar Brothers, KSB, Mather & Platt, Voltas, Weir
Compressors	Aerzen,Atlas Copco, Chicago pneumatic,ELGI, Ingersoll Rand, Kirloskar Pneumatics, Mattei Spa
Conveyor belts	Andrew Yule, Dunlop, Hilton, Nirlon, Phoenix, MRF
Couplings	Concord, Elecon, Fenner, Greaves, Wellman
De-dusting system	Flakt/Andrew Yule/ INTESIV/ Thermax / RIECO / DISHA/ Coperion /Ducon, REITZ
Electric crane	Anupam, Armsel, DEMAG, Mukand, WMI Kone Cranes
Elevator/lift	ECE, Kone, Omega, OTIS, Thyssen Krupp
Explosion vents	Rembe
Fans	Andrew Yule, Flaktwoods, Reitz
Fans for dedusting	Andrew Yule, Batliboi, BHEL, Dustven, Flakt woods, Reitz, Rieco, Thermax
Fans for ventilation	Andrew Yule, Batliboi, Dustven, Flakt woods, Reitz, Rieco,Thermax
Fasteners	GKW, Precision, TVS, Unbrako
Filter bag House	Alstom, Batliboi, Dustven, Rieco, Thermax, VAI
Filter cloth for bags	Albany, Andrew Textile, BWF, Gortex, Nordic, Testori, TTL
Fluid coupling	Fludomat, Pembril, Voith
Gate valves	Audco, BDK, HAWA, KSB, VAAS
Gearboxes	DEMAG, Flender, LENZE, New Allen berry Works, Sew Eurodrive, NORD ,Rossi
Globe valves	Audco, BDK, HAWA, KSB, VAAS
Hard Facing Electrodes	D&H, Diffusion, ESAB, Eutectic, Modi , L&T
High pressure vane/piston pumps	Denison, Huggland, Rexroth, Vickers Perry, Yuken
Hydraulic check valves	Parker, Rexroth, Vickers Perry
Hydraulic counter balance valves	Parker, Rexroth
Hydraulic cylinders	CPOAC, Parker, Rexroth, Usha Telehoist, Veljan, Vickers Perry,Wipro,Yuken
Hydraulic filters	HYDAC, Parker, Rexroth, MP Filtri
Hydraulic flow control valves	Parker, Rexroth, Vickers Perry

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Hydraulic hoses	Aeroquip, Parker, Rexroth
Hydraulic solenoid valves	Parker, Rexroth, Vickers Perry
Knife gate valves	Audco, BDK, HAWA, KSB, VAAS
Liner Plates	SAIL HARD , TISCRAI
Lubricating Systems	AFMC Lubrication Pvt Ltd, Lincoln Helios, Lubcon
Lubrication fittings	AFMC Lubrication Pvt Ltd, Lincoln Helios, Lubcon
Manual hoist/chain pulley	Batliboi, Elemech, Indef, Tracteltirfor
MIG weldings pool	D&H, Diffusion, ESAB, Eutectic
Monorail hoists	Anupam, Armsel, DEMAG, Mukand, WMIK one Cranes
Needle valves	Parker, Rexroth
Paints	Asian, Berger, Dulux
Pipe (MS)	Jindal, Prakash, SAIL, Surya, TATA
Pipe (SS)	Jindal, REMI, SAIL
Pipe Conveyor	FLSmidth, Macmet, ThyssenKrupp
Pipe fittings	Arbind Pipes & Fittings, EBY Industries, MS Fittings, Stewart & Llyods, Teekay Tubes Pvt Ltd., True Fab Pvt Ltd
Pneumatic check valves	Festo, Parker , ASCO
Pneumatic Conveying	Claudius Peter, Coperion, DUCON, Gericke GmbH, Macawber Beekay, Moiler, Schenck
Pneumatic cylinders	Festo, Parker, Schrader, ASCO, Legris
Pneumatic flow control valves	Festo, Parker, ASCO, Legris
Pneumatic hoses	Festo, Gates India, Parker, ASCO, Legris
Pneumatic solenoid valves	Asco, Festo, Parker, Schrader, ASCO, Legris
Polymer liner	Kaveri, Tega, Quadrant EPP Surlon
Polyurethane hoses	Festo, , ASCO, Legris
Polyurethane liner	Kaveri, Tega, Quadrant EPP Surlon
Pulsejet valves	ASCO
Quick couplers	Aeroquip, Legris
Rope & Winch system	Hell & Patterson, Metso, Windhoff
Rotary Air Lock Feeder	Air Lanco, Delta-Ducon, DMN Westing house, Fluid Air, Rieco, Scorpio, FLAKT

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Rubber liner	Kaveri, Tega
Sector gate/diverter gate/Rack & pinion gate	Holtzman, IDC, Macmet, Precision Processing, TRF, Vinar
Steel plates	IISCO, Jindal, RINL, SAIL, TISCO
Transmission chain	Diamond, Rolcon, Rolon , Reynold
Tri-lobe blowers	Air Industries limited, Kay International, Swam pneumatics, Godrej
V-Pulley	Fenner, Contitech
V-Belts	Fenner , Gates, Contitech, PIX
Vibrating Screen	Electromag, Joest, Pennwalt, Schenck
Vibration Isolator	ARF, Dunlop, Emerald
Welding electrodes	D&H, Diffusion, ESAB, Eutectic, Modi , L&T
Window / Split Air Conditioner	Arctic, Blue Star, Carrier, Hitachi, LG, Samsung, Voltas
Wire ropes	Bharat Wire ropes, Orion Ropes Pvt Ltd., Usha Martin


## INSTRUMENTATION

Item Name	List Of Make/Brand/Suppliers
Air Flow transmitters	E&H, Emerson, ABB, Siemens, Honeywell, <a href="#">Yokogawa</a>
Cable glands (for Hazardous area)	Braco, Comet, Lapp
Camera	Sony, Panasonic, Bose, Axis
Computer & Printer table	Godrej
Control Valves	Audco, Klein, KSB, Tyco
Differential pressure gauge	Ashcroft, Baumer, Kobold, Wika, Precision Mass
Digital multi meter	Yokogawa, Fluke, Megger
Flow switch	E&H, Honeywell, P&F, <a href="#">IFM</a> , <a href="#">Kobold</a>
HART Configurator	E&H, Emerson, Yokogawa, Fluke, <a href="#">ABB</a>
Instrument tubing, fittings & needle valves	Parker, Swagelok

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Item Name	List Of Make/Brand/Suppliers
Jamming detector	E&H, Kobold, Siemens, VEGA
Junction box	Rittal , Hensel , Cape Electric, <a href="#">Schneider</a>
Level switch	E&H, Siemens, VEGA, P&F, <a href="#">Sick</a>
Level transmitter	E&H, Emerson, VEGA, <a href="#">Sick</a>
Load cell	Avery, Precia Molen, <del>ABB</del> , HBM, <a href="#">Schenck</a> , <a href="#">Vishay Nobel</a>
Mass flow meter	E&H, Emerson,
PC & Laptop	Dell, HP,
Photo Cell	P&F , ,Sick
Pile detector (Diffuse reflection type)	IFM, LEUTZE Electronics, P&F, Sick
PLC I/O cards	Rockwell, Siemens,
PLCs	Rockwell, Siemens
Pressure gauge	Ashcroft, Baumer, Kobold, Wika, Precision Mass Products
Pressure switch	Danfoss, Indfoss, Schneider , IFM, Switzer
Pressure/Flow/Differential pressure transmitter	E&H, Emerson, ABB, Yokogawa, Honeywell
Printer(Laser /Inkjet)	Cannon, Epson, HP
Reflector	P&F, SICK
RTD	Jumo, Kobold, Tempsens, Toshniwal
Signal cables	KEI, Lapp, Polycab, RPG, Helukabel, Belden
Temperature gauges	Wika, Baumer, Precision Mass Products, General Instruments
Temperature transmitter	E&H, Emerson, Honeywell, Yokogawa, ABB, WIKA, Baumer
Thermocouples	Jumo, Kobold, Sandvik, Tempsens, Toshniwal, Unitech Instruments, Techno Instruments
Thermo wells	Altop Industries, Elind, <a href="#">Techno Instruments</a> , <a href="#">Toshniwal</a>
Universal digital indicator and controller	Honeywell, Masibus, Yokogawa
Universal Temperature indicator/ controller	Eurotherm, Honeywell, Omron, Yokogawa

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Item Name	List Of Make/Brand/Suppliers
Sequencer Timer Card	EAPL, SEFRAM ,DELTA NEU
Weighing system	Avery, Schenck , Precia Molen, <a href="#">Vishay Nobel</a>
<a href="#">Flow meter</a>	<a href="#">E&amp;H</a> , <a href="#">ABB</a> , <a href="#">Emerson</a> , <a href="#">Yokogawa</a> , <a href="#">Honeywell</a>


**Note:**

- [The preferred vendor/make/brand list is for bought out items only.](#)
- This preferred vendor/[make/brand](#) list is to be followed in conjunction with the vendor/make/[brand](#) of equipment addressed in the detailed/standard specifications.
- Any material/make/[brand from other reputed vendors](#) required to complete the project, but not included in the preferred vendor/[make/brand](#) list [and detailed/standard specifications](#), to be procured [post order](#) after taking prior approval from the Nalco on submission of proven track record documents.

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## 17 SPECIAL CONDITIONS OF CONTRACT


- a) The Intent of this specification is to Design supply, construction, fabrication, erection and commissioning services for execution of projects according to most modern and proven techniques and codes. The omission of specific reference to any method and equipment or material necessary for the proper and efficient services towards installation of the Plant shall not relieve the contractor of the responsibility of providing such services, facilities to complete the project awarded to him. The quoted rate shall deem to be inclusive of all such contingencies. Major technical drawings and datasheets are to be approved by the Nalco prior commencement of manufacturing or construction.
- b) It is essential that, contractors desirous of participating in the tender should visit and assess the site to have hands on requirement of the scope of work. The contract which is intended to be executed on LSTK basis is inclusive of all materials for execution of the work. Site assessment is important considering the fact that this is a revamping job and requires integration with existing equipment.
- c) It is not the intent to specify herein all details of material. Any item related to this work not covered, but necessary to complete the system will be deemed to have been included in the scope of the work and to be finalized during detail engineering as specified in the scope of work. Customization required for successful completion of the project during progressive execution of the contract has to be undertaken by the contractor and shall be deemed as a part of the scope of work within the battery limit.
- d) During the course of erection, testing and commissioning work, certain rework/modification / rectification / repairs / fabrication etc. may be necessary on account of existing system/ already commissioned and / or units also on account of design changes and manufacturing incompatibilities and site operation / maintenance requirements. Contractor shall carryout such rework / modification / rectification / fabrication / repairs etc, promptly and expeditiously and the same shall be deemed to be part of the scope of work.
- e) The work shall be executed in the running/ operating plant & in conjunction with numerous other operations at site. The bidder and his personnel shall co-operate with

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the existing operating setup and proceed in a manner that shall not affect the operation. A mutually agreed shutdown schedule is to be followed.

- f) The contractor shall carry out the work in accordance with instructions/ drawings/ specification/ standard practices/ national and international norms.
- g) Good quality and accurate workmanship for proper performance of equipment / systems shall be guaranteed by the contractor on every stage of supplies and works.
- h) Preservation of all components at all stages of pre-assembly/ erection/testing and commissioning till completion of trial run of unit.
- i) On Completion of work all the temporary buildings, structures, pipe lines, cable etc. shall be dismantled and levelled and the contractor at his cost shall remove debris as per instruction of Nalco. This should be completed before submission of Final Bill. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor.
- j) Within one month of final handing over of the system, the contractor has to dismantle the site office/ware house, disconnect electricity/water supply, take back the container (if brought from own source) from plant premises. Then only, their final bill shall be considered for payment.
- k) The Contractor shall deploy experienced Engineers, Supervisors all the skilled workmen like High Pressure Welders (gas, TIG and arc) Carbon, alloy steel welders, Gas cutters, electricians, Riggers, Serangs, rectors, carpenters, fitters etc. in addition to other skilled semi-skilled and unskilled workmen required for all the works of handling and transportation from site storage to erection site, transportation, erection, testing and commissioning contemplated under this specification. They shall hold valid certificates wherever necessary.
- l) The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work, good workmanship and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the design/ specifications/ instruction and expected level of the client/ customer.
- m) If the contractor or his workmen or employees shall break, deface, injure or destroy any part of a building, road, kerb, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees or any other property or to any part of erected components etc. The contractor has to reinstate the same at his own expense.
- n) The work covered under this scope of work is of highly sophisticated nature requiring best quality / proven workmanship engineering and construction management. It

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should also ensure successful and timely commercial operation of equipment installed. The contractor must have adequate quantity of precision tools, construction aids in possession. Contractor must also have adequate trained qualified and experienced supervisory staff and skilled personnel.

- o) All the necessary statutory certificates and licenses required to carry out this scope of work are to be arranged by the contractor then and there at no extra cost. The statutory approvals related to consent to establish the new facility, is to be arranged by NALCO with necessary document support from the vendor. All other statutory approvals like PF, ESI, Labor license, Electrical license, load test certificates of lifting equipment / tools etc. to be used by the vendor to be arranged by themselves.
- p) The contractor shall deploy adequate number of qualified safety personnel at site to supervise day-to-day construction safety. The contractor shall be responsible for taking all safety precautions within the project battery limit during the construction and leaving the site safe at all times. When the work is temporarily suspended he shall protect all construction materials, equipment and facilities from causing damage to existing property interfering with the operations of the station when it goes into service. The contractor shall comply with all applicable provisions of the safety regulations clean-up programme and other precautionary measures, which the NALCO has in effect at the site.
- q) All electrical installation covered in contractors scopes, as per applicability, are to be inspected/approved by the electrical inspector/statutory authority. Contractor is responsible for getting the Electrical inspector approval. Necessary completion/test certificate for the Electrical equipment like DC systems, UPS etc if addressed in the scope of work shall be supplied by the contractor and shall be arranged by him.
- r) It shall be the responsibility of the contractor to apply touch up painting on all vendor supplied equipment before erection. It shall be contractor's responsibility to arrange for required labour, brush and other consumables like cotton waste, cloth etc. for carrying out preservative painting. The quoted rates shall be inclusive of above work. The contractor shall effectively protect the finished work from action of weather and from damage or defacement and shall cover the finished parts, then and there for their protection.

Provision of all types of labor, Supervisors, Engineers, safety personnel, watch and ward as required tools and tackles, instruments as required, consumables as required under various clauses of tender specification for handling transportation, erection, testing and commissioning.


- s) Special Conditions of Contract shall be read in conjunction with the standard terms and conditions (STC) of NIT, General Conditions of Contract, Schedule of Rates,

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Specification of work, Drawings and any other document forming part of this contract wherever the context so requires.

- t) Notwithstanding the sub-divisions of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary to every other part and shall be read with and into the contract so far as it may be practicable to do so.
- u) The materials, design and workmanship shall satisfy the applicable standards, specifications contained herein and codes referred to. Where the Technical Specifications stipulate requirements in addition to those contained in the Standard Codes and Specifications, those additional requirements shall also be satisfied.
- v) Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his own cost and the Contract Price shall be deemed to have included cost of such performances and provisions, so mentioned.
- w) The offer submitted by the bidder shall be accompanied by a tentative time schedule showing individual time period for each activity like Design, Engineering, supply, erection, shutdown plan (if required), commissioning, PG Test and Hand Over.
- x) The successful tenderer shall submit a detailed project schedule within one month from effective date of order. This project schedule will be in the form of PERT/CPM network prepared system wise containing major milestones in all phases of execution of contract. Each event/activity will also have earliest completion date, latest completion date and float in number of days/weeks. The final project schedule as mutually agreed upon would form the basic document from which schedules for design, engineering, procurement, construction and commissioning will be arrived at. These schedules will be prepared discipline or system wise. The final project schedule shall also form the basis for review of schedules, short-term programme and progress reporting for the entire run of the contract. The frequency/periodicity of programming and reporting will be mutually agreed upon. Progress reporting shall be done by the Contractor on mutually agreed formats.
- y) The weekly or fortnightly progress review meeting shall be conducted at site with the contractor's site-in-charge/Engineers during erection and commissioning period. The actual progress during the week vis-à-vis scheduled activities shall be discussed for action to be taken for achieving targets. The contractor shall update/reschedule the site activities based on material and manpower availability to meet the overall completion period.
- z) The Contractor shall have independent account codes from concerned Regional Provident Fund Commissioner for Provident Fund and Independent account code


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from Regional Director ESI for ESI. Fulfilling all statutory stipulations towards PF & ESI is mandatory for the bidders.


- aa) Before starting of work, the Contractor shall obtain a license from the concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same to the Nalco.
- bb) Contractor shall observe all Codes specified in respective specification, all national and local laws, ordinances, rules and regulations and requirements pertaining to the work and shall be responsible to fulfil all such norms.
- cc) Contractor shall have at all times during performance of the work, post a technically competent person to supervise the work at the work premises. Any instruction given to such a person by the Manager-in-charge or his/her authorized representative shall be construed as having been given to the Contractor.
- dd) Nalco reserves the right to inspect all phases of Contractor's operations to ensure conformity to the specifications. Nalco will have engineers, inspectors or other duly authorized representatives, made known to the Contractor, present during progress of the work and such representatives shall have free access to the work at all times. The presence or absence of Nalco representative does not relieve the Contractor of the responsibility for quality control in all phases of the work. In the event that any of the work being done by the Contractor is found by Nalco representatives to be unsatisfactory or not in accordance with the drawings, procedures and specifications, the Contractor shall, upon verbal notice of such discrepancy or deficiency, take immediate steps to revise the work in a manner to conform to the relevant drawings, procedures and specifications.
- ee) The Contractor shall carry out required supervision and inspection as per Quality Assurance Plan and furnish all assistance required by Nalco in carrying out inspection work during this phase. The Nalco will have engineers, inspectors or other authorized representatives present who are to have free access to the work at all time. If Nalco representative notifies the Contractor's authorized representative of any deficiency, or recommends action regarding compliance with the specifications, the Contractor shall make every effort to carry out such instructions to complete the work conforming to the specifications and approved drawings in the fullest degree consistent with best industry practices.
- ff) The Contractor shall without prejudice to his overall responsibility to execute and complete the works as per specifications and time schedule progressively deploy adequate qualified and experienced personnel together with skilled/unskilled manpower and augment the same after mutual agreement depending on the exigencies of work to suit the construction schedule without any additional cost to Nalco. The works under this contract are to be carried out in areas declared as plant

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limits, adjacent / adjoining to the existing operating plant. As such, Contractor is required to abide by all safety and security regulations of the Nalco enforced from time to time.


- gg) The Contractor has to apply for photo entry passes/Biometric passes for his workers & staff in a prescribed Performa available with Nalco for persons requiring entry in to Plant premises as required. Identity card issued by the Security Section should always be carried/ displayed by the Contractor's employee or person while working inside the Plant. Permits are to be obtained separately for use of vehicles/ trailers etc. at work site. The following requirements are to be met to obtain vehicle permit:
- hh) To bring materials/ equipment/ tools/ tackles etc., to Construction site the work, the Contractor has to produce challan/ proper documents to the Nalco security personnel at gate. The materials shall be checked thoroughly by the security personnel at Gate and recorded in their register before allowing any materials to the site. It is Contractor's responsibility to see that the recorded entry No., date, signature of Nalco's authorized representative with stamp are there on the challan/ supporting documents before taking any materials into work site. In addition to above, entry of the material will be permitted only during the stipulated working hour, and more so, if consignee is available to receive the said material.
- ii) The work shall be carried out inside the plant as per safety practices enforced by Nalco safety department and instructions of Manager-in-charge or his/her authorised representative issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and the Contractor shall meet these requirements without any financial implications. To obtain work permit, height permit, confined area permit and to satisfy all conditions laid down therein, shall be the responsibility of the Contractor. No claim for idling of machinery, plant, manpower etc., for safety reasons or non-issuance of work permit by In-charge, Safety department shall be considered. The Contractor shall abide by all safety regulations of the plant and ensure strict adherence to the safety instructions issued by Nalco from time to time. Any deviation to this laid down procedure would lead to stoppage of work for which contractor shall be responsible.
- jj) NALCO being an ISO 14001 Company, the Contractor shall comply with all the provisions of ISO 14001 (EMS Criteria) for proper disposal of debris, unused oils, lubricants etc. in consultation with Manager-in-charge or his/her authorised representative. The contractor shall also abide by other stipulations of ISO 14001 as laid down by the said system. The Contractor shall from time to time clear and remove all rubbish and constructions, equipment, unused materials, etc. resulting in the execution of the work. The disposal of rubbish will have to be done only in the areas earmarked by Nalco as per the direction of the Manager-in-charge or his/her authorised representative. All streets and driveways in the work area shall be kept

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clear and unobstructed at all times. Working site should be always kept cleaned up to the entire satisfaction of Manager-in-charge or his/her authorised representative. Before handing over of any work to Nalco, the Contractor in addition to other formalities to be observed as detailed in the document shall clear the site to the entire satisfaction of Manager-in-charge or his/her authorised representative.


- kk) Construction shall be carried out as per drawings (excluding fabrication drawings) /specifications issued/ approved by Manager-in-charge or his/her authorised representative issued from time to time during the course of execution of work. The quoted rates shall be deemed to include cost of preparation and submission of fabrication drawings (if any) for review and approval of Manager-in-charge or his/her authorised representative. It is however, clearly agreed by the Contractor that review and approval of the drawings by Manager-in-charge or his/her authorised representative shall not absolve the Contractor of his responsibility to carry out the work as per specifications.
- ll) The contractor shall submit the Quality Assurance Plan (QAP) containing the overall quality management and procedures which is required to be adhered to during the execution of contract. Separate QAP for supply items and works portions to be prepared agency-wise prior to commencement of supply and works respectively. The Contractor shall establish document and maintain an effective quality assurance system.
- mm) All inspection and test for complete or major supply items shall be made as required. Various stages of inspection and testing shall be identified after receipt of Quality Assurance Plan (QAP) from the Contractor / manufacturer. Pre-despatch Inspection calls shall be given by the vendor/contractor for association of Manager-in-charge or his/her authorised representative as per mutually agreed programme and Proforma with 15 days margin, giving details of equipment and attaching relevant test certificates and internal inspection report of the Contractor. All drawings, general arrangement and other contract drawings, specifications, catalogues etc., pertaining to equipment offered for inspection shall be got approved by Manager-in-charge or his/her authorised representative and copies shall be made available to Manager-in-charge or his/her authorised representative beforehand for undertaking inspection. The Contractor shall ensure full and free access to the Manager-in-charge or his/her authorised representative at the Contractor or their sub-Contractor's premises at any time during contract period to facilitate him to carry out inspection and testing assignments. The Contractor shall provide all instruments, tools, necessary testing and other inspection facilities to the Manager-in-charge or his/her authorised representative free of cost for carrying out inspection. Where facilities for testing do not exist in the Contractor's laboratories, samples and test pieces shall be drawn by the Contractor in the presence of the Manager-in-charge or his/her authorised representative and duly sealed by the

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letter and sent for tests in Government approved Test House or any other testing laboratories approved by the inspection Engineer at the Contractor's cost. The Contractor shall comply with the instructions of the Inspection Engineer fully and with promptitude. The Contractor shall ensure that the equipment / assemblies / component of the plant and equipment required to be inspected are not assembled and despatched before inspection. The Contractor shall ensure that the parts once rejected by the Inspection Engineer are not used in the manufacture of the plant and equipment. Where parts rejected by the Inspection Engineer have been rectified or altered, such parts shall be segregated for separate inspection and approval, before being used in the work. On satisfactory completion of final inspection and testing, the final accepted equipment shall be stamped suitably and inspection Certificate shall be issued for all accepted items. For stage inspection and for rejected items, only inspection memo shall be issued indicating there in the details of observations and remarks. The Contractor shall carry out the various tests as enumerated in the technical specifications of the Tender Document and the technical documents that will be furnished to him during the performance the works and no separate payment shall be made unless otherwise specified. The despatch clearance will be issued to the contractor/seller on the basis of the inspection report.


- nn) The construction work shall be carried out based on a pre-defined Field Quality Plan (FQP). The FQP shall be submitted by the contractor prior to commencement of site construction activities and get the approval of the Manager-in-charge or his/her authorised representative. The jobs carried out by the contract shall be subject to inspection at any time by the Manager-in-charge or his/her authorised representative. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender, the technical documents and the relevant codes of practice furnished to him during the performance of the work. The nature of testing to be done, periodical intervals at which such testing are to be done, etc. as per the latest editions of relevant IS codes shall be determined by the Manager-in-charge or his/her authorised representative. The Contractor shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost for inspection of work any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectification at his own cost.
- oo) The erection protocols for individual items shall be prepared by the contractor and get prior approval of Manager-in-charge or his/her authorised representative. All results of inspection and tests will be recorded in the erection protocol and the reports shall be part of the completion documents. The mechanical completion certificate shall be issued by the Manager-in-charge or his/her authorised representative on the basis of the signed protocols. However, the inspection and

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acceptance of the work shall not relieve the Contractor from any of his responsibilities under this contract.

- pp) All Tools & tackles required for the satisfactory execution of work shall be arranged by contractor at his cost.
- qq) All instruments, measuring tools etc. should have valid calibration certificate from National accredited testing laboratories as a part of ISO requirement and necessary calibration certificates are to be submitted to Nalco before use.
- rr) If any defects noticed in the work are attributable to Contractor, these shall be attended by the Contractor at his own cost as and when they are brought to their notice by the Manager-in-charge or his/her authorised representative. Nalco shall have the right to have these defects rectified at the risk and cost of the Contractor if he fails to attend to these defects within specified time frame.
- ss) The contractor shall submit Site Acceptance Test (SAT) procedure for individual equipment/ assembly/ system prior to commissioning the same. The same shall be approved by the Manager-in-charge or his/her authorised representative. The final inspection shall be carried out by Nalco in association with the contractor on the basis of the SAT and the commissioning certificate shall be issued by the Manager-in-charge or his/her authorised representative on that basis of the SAT report.
- tt) It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a professional and efficient manner and complete all the jobs as per time schedule.
- uu) Drains, pipes, cables, overhead wires and similar services encountered in the course of the works shall be guarded from injury by the Contractor at his own cost, so that they may continue in full and uninterrupted use to the satisfaction of the Nalco thereof, or otherwise occupy any part of the site in a manner likely to hinder the operation of such services. Should any damage be done by the Contractor to any mains, pipes, cables or lines, roads (whether above or below ground etc.), whether or not shown on the drawings the Contractor shall make good or bear the cost of making good the same without delay.
- vv) NALCO shall be owner of the As-built drawings submitted by the vendor and shall use for internal circulation. Nalco may handover such drawings to another vendor for internal development, up-gradation or other projects without any consent/permission from the vendor.
- ww) Co-ordination among the contractors/sub-contractors shall be the responsibility of the prime contractor. Where embedding of conduits in concrete slabs, walls etc. is

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involved, the Contractor shall ensure that the work of civil and other works shall not be held due to non-completion of the part of electrical work.

- xx) The contractor shall obtain approvals from the concerned electrical inspectorate for installation drawings and engineering of the electrical system and equipment covered under the contractor's scope. Any modification asked for by the electrical inspectorate shall have to be carried out by the contractor at his own cost without affecting time schedule.
- yy) The contractor shall arrange the actual inspection of work by the Electrical Inspector. Necessary coordination and liaison work in this respect shall be the responsibility of the contractor.


Statutory fees paid, if any for all such inspections and approvals by authorities, shall be in the scope of Owner.

Any change/additions required to be made to meet the requirements of the statutory authorities shall be carried out by contractor free of charge.

The Inspection and acceptance of work as above shall not absolve the Contractor from any of his responsibilities under this contract. Obtaining clearance for energizing the complete electrical facilities covered under this tender, and approval of installation and drawings from the Chief Electrical Inspectorate/CEA/SEB/ Power Supply Company shall be responsibility of the contractor.

Any other statutory approval of works required for the electrical installation (such as Factory Inspector etc.) is also included in contractor's scope.

- zz) While selection of the technology, equipment, and process contractor has to ensure that, latest technology & engineering practices are followed and complied with emphasis of safety, statutory & regulatory requirements as specified in national & international standard.
- aaa) All design basis, calculations, drawings, layout, & specifications etc. are to be ratified / verified by the contractor. The Contractor to ensure full compatibility of the proposed system with the existing layout/ system & processes.
- bbb) While selecting of the equipment, protection, enclosures, safety devices, drives etc.; emphasis has to be laid down on existing site conditions and operational practices.
- ccc) Shut down planning: There may be requirement of taking shut down of the existing running plant for carrying out installation of any new equipment or integration with existing system. For shut down required for less than 8 hrs, the vendor has to intimate one day prior to such shut down. NALCO will try to provide the same based on sparability. Normally, Nalco takes 16 hours planned shutdown in a week

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for carrying out scheduled PM jobs. It is always advisable to carry out some portion of work on weekly PM days to avoid stoppage of production. Such assessment is to be done during progressive execution of the project.

For shut down required for more than one day may not be possible by hampering Plant Production. In such case, a micro planning for activities for such shut down shall be worked out by the contractor after discussion with Nalco personnel minimum 15 days prior to proposed shutdown. Adequate number of personnel, tools, tackles and other resources are to be organized by the contractor during the shutdown period to minimize the shutdown hours.


- ddd) Performance Guarantee test shall be carried out after successful completion of stabilization period as per laid down procedure. In case of the performance guarantee parameters are not achieved, the vendor shall repair/ rectify/ replace the equipment and demonstrate full compliance to these performance guarantee parameters, within mutually agreed time schedule limited to maximum of 3 months from PG test and without any cost implication to NALCO. The vendor will get maximum of three chances to comply with performance guarantee parameters. If the vendor fails to demonstrate the PG parameters, the system supplied by the vendor shall be rejected and shall be governed by the relevant contract clauses along with encashment of CPBG.
- eee) The visit of any specialist and other engineers for erection, commissioning stabilization & PG Test shall be an integral part of the contract. No additional remuneration or charges shall be admissible
- fff) Appropriate provision of access points like walkway, staircase, ladders etc. for operational and maintenance convenience are to be suitably incorporated in the detailed engineering.
- ggg) Punch Points : From the date of commencement of erection till the completion of P.G. test, Nalco personnel might have observed some punch points in the system from operation and maintenance point of view. These punch points shall be issued to the vendor/contractor from time to time. The vendor/ contractor shall comply to mutually agreed punch points within a reasonable time on discussion with Nalco personnel and close them before final handing over.
- hhh) All correspondence, submission of Bills, Data sheet, documents shall be marked to the designated the Manager-in-charge or his/her authorized representative Compliance to statutory & regulatory requirements during consecution and erection shall be in the scope of EPC contractor.
- iii) In the event of non-availability of data or information related to the project, the contractor has to collect actual data from site. Nalco will facilitate providing data

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depending upon the availability at Nalco's archives or site. If the required data/drawing is not available with Nalco, it is the responsibility of the contractor to prepare/obtain the same at their own cost. E.g. if the layout drawing of the shop is not available, the same is to be prepared by the contractor lifting the dimensions from site. Soil testing, if required for completing detailed engineering of the project, shall be in the scope of the contractor.

- jjj) The contractor shall specify the manner for movement/ storage of construction material for so that normal operating plant is not affected.
- kkk) Provision of customer support training where ever required has to be reflected while preparation of detailed engineering. Training requirements such as schedule, programme content and other relevant information has to be brought out as soon as the commissioning of the plant is over.
- lll) Unless and otherwise specified, equipment/ system design shall be based on latest energy saving practices at the time of bidding and compatible to National and International Standard.
- mmm) The specification & description in this document are provided as a broad guideline for the bidders. However, the bidder has to quote as per his design, engineering & specification satisfying the said guidelines with an aim to achieve full functionality as per acceptance criteria.
- nnn) The site mobilization and work at site should start as per the time line mentioned approved Project schedule.
- ooo) NALCO General Condition of Contract (GCC) shall form a part of this contract. However, the clauses specified in SCC shall supersede those specified in the general conditions of contract.
- ppp) Notwithstanding anything herein provided and notwithstanding the transference of all risks in respect of the materials to the CONTRACTOR, the ownership in respect of the material shall at all times be and remain with NALCO. An inventory shall be made by the CONTRACTOR of all surplus construction materials and empties including but not limited to scrap, wastages and unserviceable material supplied and/or remaining in the hands of the CONTRACTOR upon completion of the contract for whatsoever reason, and the CONTRACTOR shall forthwith, upon being required to do so, place the NALCO in undisputed possession of and transport the said material to NALCO's stores or otherwise as reasonably directed by the Manager-in-charge or his/her authorised representative.


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## 18 TENDER DRAWINGS

Sl. No	Drawing Title	Drawing No	Rev
1	Proposed Area for Installation of Anode Butt Inspection Station in Rodding Shop-I	RS-I/PRJ/LAY/A2/15280	1
2	Anode Bracket Assembly	RS-I/PRJ/TRC/A1/8117	1
3	Details of Anode Bracket	RS1/PRJ/ASY/A1/9897	0

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RS-I/PRJ/LAY/A2/15280



EXISTING P&F TROLLEY CONVEYOR PATH

PROPOSED AREA FOR INSTALLATION OF ANODE BUTT INSPECTION STATION (ABIS) : ( 5.5 Mtr x 3.8 Mtr APPROXIMATELY )

**FOR TENDERING PURPOSE ONLY**

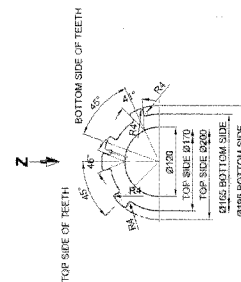
**NOTE-** ALL DIMENSIONS ARE IN MM

2019/03/03  
 (R. PATEA)  
 2019/03/03  
 (R. PATEA)  
 2019/03/03  
 (R. PATEA)

DRAWING CODE  
2 0 9 5 4 0 0 3 0 1 2

1

1



NOTE FOR STUB HOLE FORMER :-

1. HOLE FORMER IS TO BE HEAT TREATED BEFORE MACHINING
2. HARDENING AT 850°C (IN OIL)
3. RELEASING AT 550°C
4. FINAL TENSILE STRENGTH IS TO BE 93 Kg/mm<sup>2</sup>
5. SURFACE FINISH OF TEETH PROFILE ARE  $\sqrt{1.6}$
6. MATERIAL: 34Mn4 AS PER DIN 17200- WERK STOFF NO-1.7220.

**DETAILS OF TEETH FORM**  
**OF STUB HOLE FORMER**

THE UNIVERSITY OF CHICAGO

COMPLETE RODDED ANODE ASSEMBLY

AS ON DATE BOTH DIMENSIONS EXIST.  
BY THE END OF 2015 THE BRACKET  
HEIGHT 'X' WILL BE 450 ONLY.

**NOTE-**

- ALL DIMENSIONS ARE IN mm ONLY.
- REMOVE ALL SHARP EDGES & BURRS.
- ALLOWABLE DEVIATIONS FOR DIMENSIONS WITHOUT SPECIFIED TOLERANCE AS PER IS -2102/1993, PART -1, METHOD

[illegible]

BRAYNE CONE

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## **STANDARD TECHNO-COMMERCIAL POINTS**

1. **GUARANTEE/WARRANTY PERIOD :**

All the materials supplied by the bidder shall be guaranteed against all defects in Design, Raw materials, manufacturing, Assembly, Workmanship and Performance etc for a period of 12 (twelve) months from the date of satisfactory completion of commissioning including the performance guarantee tests or 24 (twenty four) months from the date of completion of erection(Mechanical Completion) whichever is earlier.

2. **CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG) :**

The Supplier shall furnish a Contract-cum-Performance bank guarantee (CPBG) of 10% of Total Basic Contract value including amendment if any, in Nalco's prescribed format (Ref. enclosed Annexure) from any bank approved by Nalco towards guarantee/warranty of all the equipment and components against trouble free operations up to guarantee/warranty period with an additional claim period of three months. i.e. CPBG shall remain valid up to 3 months beyond guarantee/warranty period.

The CPBG shall be submitted within 30 days from the effective date of contract. If supplier fails to submit CPBG after placement of order, the equivalent amount shall be recovered from their bill(s). Subject to any deduction which Nalco is authorized to make, CPBG shall be released after satisfactory completion of guarantee/warranty period. On the breach of the contract by the supplier, CPBG shall be forfeited/ encashed whether or not the Company has suffered a loss on this account and purchase order shall be rescinded. Forfeiture/encashment of CPBG does not prejudice Nalco's rights to make risk and cost purchases and recover damages on account of such risk and cost purchases.

3. **TOTAL CONTRACT VALUE:**

The total contract value is the combined value of all the orders placed for the subject project.

4. **EFFECTIVE DATE OF CONTRACT:**

Effective date of contract shall be the date of unqualified acceptance of the purchase orders as well as service purchase orders i.e. all contractual obligations shall commence from effective date of order. Maximum time permitted for acceptance is 15 days from the date of receipt of PO/LOI through E-Mail by NALCO.

5. **FINAL HANDING OVER:**

The system shall be finally handed over to NALCO by the contractor after successful erection, commissioning, completion of PG test, handing over of As-Built drawings & documents, all type of spares, imparting Training at site to Nalco personnel as per terms and conditions of contract.

6. **PRICE REDUCTION SCHEDULE (PRS) DUE TO DELAY IN COMPLETION OF PROJECT AND NON PERFORMANCE:**

Maximum PRS for delay in completion of Project and Non-Performance is applicable at 5% and 6% respectively. Accordingly, Maximum PRS applicable is applicable at 11% of total basic contract value.

**DEVIATION TO TECHNICAL SPECIFICATIONS**

(To be filled in by the Tenderer and submitted with Techno-Commercial bid)

If the Bidder has got any deviation from technical specification, bidder shall tabulate those deviations in this schedule. Attach more sheets, if necessary. It is confirmed that except those deviations, as tabulated hereunder, the complete offer is in agreement with the specification requirement.

**NOTE:**

1. Deviation to Technical Specification, if any, shall be indicated only in this schedule.
2. This shall be submitted along with the Un - priced Offer.
3. Deviation listed elsewhere shall not be taken cognizance of and shall be ignored.
4. No separate printed terms and conditions shall be considered and shall be totally rejected.
5. Deviations shall only be discussed during the tender discussions, if felt necessary, and no fresh additional deviations shall be entertained.
6. In respect of deviations, if any, on the Critical Provisions, the Bid shall be rejected without any indications.
7. 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.	Clause No./ & Reference of Annexure	Page No. of NIT	Technical Specification of NIT	Deviation taken	Reasons for deviations


Date:

Seal:

Signature:

Name:

Designation:

 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
TENDER DOCUMENT	Annexure-II: SPECIAL INSTRUCTIONS TO BIDDERS - COMMERCIAL	DOC. No: NBC/MM/504/800000958/ABIS/2025	REV. 00 DTD. 24/07/2025

## Annexure - II

### SPECIAL INSTRUCTIONS TO BIDDERS - COMMERCIAL

#### 1.0 Scope of Pre - bid meet:

1.1 Bidder is advised to visit and examine the Site, its surroundings 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 into 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.

1.2 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.

#### 1.3 Name of Contact Person for Site Visit:

(i) Mr. Satya Bibhuti Sahoo, GM(E&I-CRG)  
Smelter Plant, NALCO, Angul, Odisha-759145  
Mob: +91 9437123377  
E-mail: [satya.sahoo@nalcoindia.co.in](mailto:satya.sahoo@nalcoindia.co.in)

(ii) Mr. Pranab Kumar Das, GGM(CRG)  
Smelter Plant, NALCO, Angul, Odisha-759145  
Mob: +91 9437121996  
E-mail: [pranab.das@nalcoindia.co.in](mailto:pranab.das@nalcoindia.co.in)

All technical clarifications should be addressed to the above persons.

1.4 Bidder shall examine the bidding document thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, bidder may request clarification within the cutoff date and 02 weeks prior to the bid closing date.


1.5 All commercial clarifications requests shall be addressed to the following:

(i) Mr. Mihir Behera, AGM (Matls.),  
National Aluminium Company Limited,  
Nalco Bhawean, P/1, Nayapalli, Bhubaneswar, Odisha - 751 013  
Mob: +91 9437111103  
E-mail: [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in)

(ii) Mr. Ranjeet Kumar, SM (Matls.),  
National Aluminium Company Limited,  
Nalco Bhawean, P/1, Nayapalli, Bhubaneswar, Odisha - 751 013  
Mob: +91 9437037402  
E-mail: [ranjeet.kumar@nalcoindia.co.in](mailto:ranjeet.kumar@nalcoindia.co.in)

1.6 A Pre-bid meeting will be arranged by the owner at Angul/ VC on technical and commercial issues after three weeks of issuance of tender. The following points are to be noted: -

- a. All prospective bidders should submit a List of clarification required before the pre-Bid meeting if they require any clarification on the tender documents/ drawings, etc.
- b. If the bidder feels that The Tender specification is with sufficient details they can attend the "Pre-Bid meeting" without submitting the "List of clarification".
- c. It may be noted that no clarification will be replied or entertained by the owner and consultant during "Pre-bid meeting" if not submitted earlier, except in exceptional cases.

 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
TENDER DOCUMENT	Annexure-II: SPECIAL INSTRUCTIONS TO BIDDERS - COMMERCIAL	DOC. No: NBC/MM/504/800000958/ABIS/2025	REV. 00
			DTD. 24/07/2025

d. All the bidders should come prepared for the site visit and they will be accompanied by an authorized representative of the owner and consultant.

- 1.7 Any failure by bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of contract, from performing the work in accordance with the contract.
- 1.8 Response to queries/ clarifications raised will be sent as expeditiously as possible. The response shall not form part of the tender document unless issued as an addendum/ amendment.
- 1.9 Bidders are expected to resolve all their clarification/ queries to the bidding document and submit their bid in total compliance to the bidding document without any deviation/ stipulation/ clarification.

## 2.0 Bidder's Qualifying Criteria (BQC):


### JOB: DESIGN, SUPPLY AND INSTALLATION OF ANODE BUTT WEIGHING/ INSPECTION SYSTEM FOR RODDING SHOP-1

The bidders intending to participate in the Tender should fulfil the following bidder's qualifying Criteria:

#### 2.1 BQC – Technical Criteria:

Criteria	Documentary Proof Required (at the time of bidding)
<p>The bidder should have executed "Similar Works" during the last 15 years ending last day of the month previous to one in which the tender is floated.</p> <p>"Similar Works" means: Bidder should have designed, engineered and supplied at least one Butt Weighing Machine with butt profiling by multiple images capturing devices or cameras, which is an equipment having capacity of equal to or higher than 20 anodes/hr.</p> <p><b>OR</b></p> <p>The Vendor shall have the LSTK experience of supply, erection and commissioning of Anode Rodding Shop in which Butt Weighing Machine with butt profiling by multiple images capturing devices or cameras, is an equipment having capacity of equal to or higher than 20 anodes/hr.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. The bidder may be OEM or OPM or OES or Authorised agency of OEM/OPM/ OES.</li> <li>2. The Bidders may also form Consortium and participate in the Tender complying terms and conditions as per PQC Annexure-A of PQC.</li> <li>3. In case the bidder is the Authorized by OEM/OPM/OES; to participate in the tender, the credential documents of OEM /OPM/OES and their authorized agency shall be jointly considered for evaluation of experience eligibility criteria.</li> </ol>	<p>(a) Copies of Purchase/Work Order &amp; corresponding Amendments, Scope of Supply/works duly certified by a practicing Cost Accountant/ Chartered Accountant.</p> <p>(b) Copies of Completion/ Commissioning Certificate of the referred Purchase order, issued by the end user or principal owner of the project indicating Order, contact reference &amp; the date of commissioning in the Letter head duly signed by authorized signatory, certified by a practicing Chartered Engineer/ Cost Accountant/ Chartered Accountant.</p> <p>(c) In case of use of credentials from OEM/OPM/OES, authorization from them shall be submitted by the bidder. The bidder has to submit the certificate/ undertaking/ agreement from OEM/OPM/OES for back-to-back support for completion of the project, guarantee/ warranty, supply of Spares and after sales service.</p> <p>(d) Bidder should submit Proven Track Record (PTR) in the enclosed format (PQC Annexure-B) in support of their meeting the Technical Qualification Criteria</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Completion/ Commissioning and Performance Certificate shall be considered only when it bears the Name, Designation and Contact Reference of Issuing Authority. This is only applicable for Completion/ Commissioning and Performance certificate issued after 30/06/2022.</li> <li>2. NALCO may use internal documents for evaluation of Bids.</li> </ol> <p><b>Abbreviations:</b></p> <p>OEM - Original equipment manufacturer OPM - Original Product Manufacturer OES - Original Equipment supplier LSTK - Lump Sum Turnkey</p>




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## 2.2 BQC – Financial Criteria:

Criteria	Documentary Proof Required (at the time of bidding)
<p>1) Average annual financial turnover of the bidder during the last three financial years ending with 31st March of previous Financial Year should be at least <b>₹262 Lakh</b> (Rupee Two Crore Sixty-Two Lakh only) or <b>USD 303,486</b> (US Dollar Three Hundred Three Thousand Four Hundred Eighty-Six Only) or <b>EUR 257,980</b> (Euro Two Hundred Fifty-Seven Thousand Nine Hundred Eighty Only). (For countries where financial year is same as calendar year, Financial years ending with 31<sup>st</sup> December shall be considered).</p> <p>2) The bidder should have minimum positive working capital of <b>₹164 lakh</b> (Rupee One crore Sixty-Four Lakh only) or <b>USD 189,969</b> (US Dollar One Hundred Eighty-Nine Thousand Nine Hundred Sixty-Nine Only) or <b>EUR 161,484</b> (Euro One Hundred Sixty-One Thousand Four Hundred Eighty-Four Only).</p> <p>Alternatively, the bidder should make exclusive credit limit available from one or more Scheduled Commercial Banks for the proposed work and submit a line of confirmation from the bank/banks as a documentary evidence.</p> <p>3) The bidder should have minimum positive Net Worth of <b>₹327 lakhs</b> (Rupee Three Crore Twenty-Seven Lakh only) or <b>USD 378,779</b> (US Dollar Three Hundred Seventy-Eight Thousand Seven Hundred Seventy-Nine Only) or <b>EUR 321,983</b> (Euro Three Hundred Twenty-One Thousand Nine Hundred Eighty-Three Only).</p> <p><b>Note:</b></p> <p>1. In the case of Consortium, the leader of the consortium shall meet financial criteria singly. However, the net worth criteria of other member(s) of the Consortium must be positive as per the audited balance sheet during last financial year.</p> <p>2. Net Worth = Equity share capital + Reserves excluding Revaluation reserves (-) Minus Intangible Assets (-) Minus Miscellaneous expenditure to the extent not written off and carried forward loss.</p>	<p>1) Copies of audited financial statements and profit &amp; loss accounts of the relevant years duly certified by Chartered Accountant/ Auditor in support of the commercial qualifying criteria of Turnover, Minimum positive working capital and Net worth.</p> <p>2) In alternative of eligibility criteria of Minimum positive working capital, Letter from the Banker of the Bidder on Credit Limit as per Para-2 addressing to Nalco w.r.t. Tender document.</p> <p><b>Note:</b></p> <p>a) If the end of the financial year of the bidder is beyond 3 months before the Bid Due Date, then it should be the latest financial year otherwise it will be the previous financial year (one year before the latest financial year). In case an audited balance sheet is not available for the latest financial year the bidder shall submit the financial statement for the same duly certified by a Chartered Accountant.</p> <p>b) In case the financial statements submitted by the bidder are in currencies other than INR, Bill selling rate declared by State Bank of India prevailing on the date of publication of NIT shall be considered for converting it into INR.</p> <p>c) In case, it is not mandatory for a company to prepare audited Annual report as per the law of the country, then the financial credentials certified by the Chief Financial Officer (CFO)/ Chief Executive Officer (CEO) of the company, duly endorsed by independent practicing Chartered Accountant in original shall be considered for evaluation of the financial criteria.</p>

Note:-

1. The Annual Turnover shall be escalated @ 10% (ten percent) per annum (simple rate) to bring them at current price level. The annual turnover of the latest previous year shall not be considered for any escalation.
2. The Institute of Chartered Accountant of India at its 379th council meeting dated 17-18th December, 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practicing chartered accountant. In view of the same, bidder shall ensure that any certificate/ reports issued/ attested by a practicing-chartered accountant in India and submitted in the bid shall mandatory include the UDIN number. Certificate/ reports issued/ attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation. However, this requirement of including UDIN shall not be applicable for certificate/ reports


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issued/ attested by a chartered accountant or equivalent practicing in foreign country.

3. The "Start-ups" recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India; are required to submit the copy of "Certificate of Recognition" and "Certificate of Eligibility" along with the unpriced bid for availing exemption of turnover and prior experience.

4. Failure to meet the above BQC criteria or offer not accompanied by above details will render the bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence by way of copies of purchase orders, invoices, supply & installation completion certificate and Annual Reports containing audited Balance Sheets and Profit & Loss Accounts, statements for preceding 03 (three) financial years, Corporate Undertaking, etc. in the first instance itself, in support of their fulfilling the qualification criteria. NALCO reserve the right to complete the evaluation based on the details furnished in the bid without seeking any additional information.


5. In the event of submission of any document/ certificate by the bidder in a language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly certified, stamped and signed by local Chamber of Commerce or Indian Embassy or any translator recognized/ authorized by Indian Embassy.

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## **BOC - ANNEXURE-A**

**2.3 CONSORTIUM BIDDING CRITERIA:** Consortium bidding shall be accepted subject to fulfilling the criteria as given below:

- a) Maximum 3 (three) partners/ members shall be allowed in case of Consortium.
- b) The bidder should submit an agreement for Consortium duly notarized so as to be legally valid and binding on the partners / members. The agreement should contain precise indication of the responsibility of all the partners of the Consortium in respect of planning, design, construction equipment, key personal, work execution and financing of the project duly indicating the percentage in financing of Consortium by each partner. This agreement shall be irrevocable and valid till successful completion of the contract. The format for the agreement is attached in the tender document.
- c) Any party can be a member only in one Consortium in a tender. In case any member participates in more than one consortium or individually, all such bids with his participation shall be rejected.
- d) One of the partners / members shall be nominated as Lead Partner being in-charge and the authorization shall be evidenced by submitting Power of Attorney in his favour duly signed by legal authorized signatories of all the partners / members.
- e) In the case of Consortium, the lead partner shall meet financial criteria singly and all the partners shall meet technical eligibility criteria of Bidder's Qualification Criteria jointly. However, Net worth criteria of other member(s) of the Consortium must be positive as per audited balance sheet during last financial year.
- f) In case of dissolution/failure of Consortium, the contract shall be voidable at the option of the Nalco and Nalco shall have right to execute the balance job at the risk and cost of the Consortium.
- g) The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Consortium and entire execution of the contract.
- h) Lead partner of Consortium shall be fully responsible for carrying out the supervision and quality control of the work including the performance guarantee test to be executed by another partner.
- i) The orders shall be placed on Lead Partner or any other consortium partner based on authorization of lead partner. However, all the partners of the Consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and conditions.
- j) In case of consortium bidding, the lead partner or other partner with authorization from the lead partner will submit the EMD.
- k) In case of consortium bidding, the lead partner will submit CPBG.
- l) In the case of consortium bidding, the Integrity Pact has to be signed by each partner individually.

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### **FORMAT FOR CONSORTIUM AGREEMENT**

This Consortium Agreement is made on \_\_\_\_ (date) \_\_\_\_ at \_\_\_\_ (place) \_\_\_\_ BETWEEN: (1) \_\_\_\_ (Bidder-leader) \_\_\_\_ (full address) (here in after called the First party - Bidder, which expression shall include its successor, administrators, Executors and permitted assigns, of the one part (2) \_\_\_\_ (address of 1st associate) \_\_\_\_ (full address) here in after called the 2nd party-Associate, (3) \_\_\_\_ (address of 2nd associate) \_\_\_\_ (full address) here in after called the 3rd party-Associate, which expression shall include its successor, administrators, Executors and permitted assigns) of the 2nd part.

WITNESSETH:

WHEREAS, the owner M/s. National Aluminium Company Ltd., is a Government of India Undertaking, having its Office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar - 751 013, Odisha, (hereinafter referred to as NALCO) has floated Notice inviting tenders bearing No. \_\_\_\_ for execution of work \_\_\_\_ (description of work) \_\_\_\_, inviting offers from the interested parties; AND

WHEREAS the said Notice Inviting tender, permits submission of bid on consortium basis subject to the stipulations specified in the Notice Inviting tender; AND

WHEREAS M/s \_\_\_\_ (name of the leader-bidder) \_\_\_\_ the 1st party-bidder will file the tender on consortium basis; taking the 2nd and 3rd party as the associate for the said project as detailed in the bid documents No. \_\_\_\_ in order to meet the BQC criteria; since M/s \_\_\_\_ (name of the leader-bidder) \_\_\_\_ the 1st party-bidder itself is meeting all the Qualifying requirements except \_\_\_\_ (describe the work which the associate(s) is/are required to execute) \_\_\_\_ AND;

WHEREAS the 2nd and 3rd party associate have the required men, materials, and establishment with them and eager to participate and execute the work covered by the NIT and WHEREAS parties to this consortium agreement have mutually agreed to execute the contract covered by the aforesaid bid document in this joint venture, if awarded to the 1st party-bidder;

NOW, therefore, it is agreed between the Parties as under:


1. M/s \_\_\_\_ (name of the leader-bidder) \_\_\_\_ the 1st Party bidder is the leader, of this consortium Agreement; and is answerable to the owner i.e. NALCO in all respects with regard to execution of such work. However, the associate is not absolved from any liability that may arise during the course of execution of such contract work.

2. M/s \_\_\_\_ (name of the leader-bidder) \_\_\_\_ the 1st party bidder and leader will participate in the above mentioned Bid with the Owner i.e. NALCO, and is authorized and competent to enter into negotiations and make all correspondence with the owner as he deems fit just and proper and the parties to this agreement shall be bound by the decisions or/and commitments made by the leader in that regard.

3. During the term of this Consortium agreement the parties shall not enter into any teaming arrangements with any other party for any component of the Bid covered under this Consortium Agreement.

4. This consortium agreement shall remain in force until finalization of the bid filed by the owner on a consortium basis and in case of award of work, until completion of the awarded work including the defect liability period covered by the Bid documents, as the case may be.

5. The parties to this Consortium Agreement hereby mutually agree that both (all) of them shall remain as irrevocable members of the tie-up for the complete execution and completion of this project.

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6. The parties to this Consortium Agreement agree that after mutual consultation and technical discussions, they have agreed and decided with regard to preparation of the final bid, authorizing their leader to bid for the work.

7. The Parties to this Consortium Agreement shall be jointly and severally liable for the consequences of non-execution of the Contract work satisfactorily covered by the aforesaid Bid document. However, in case of any dispute or differences whatsoever between the Consortium Associates/Partners, in that event the lead bidder shall be individually liable for nonexecution of the Contract work satisfactorily covered by the aforesaid bid document apart from joint and several liability of other associate members of the consortium.

8. The parties to this Consortium Agreement do here by declare that the leader 1st party M/s. \_\_\_\_ (name of the leader-bidder)\_\_\_\_ shall have the authority to conduct all business for and on behalf of any and all the partners of the Consortium during the bidding process and in the event the Consortium is awarded with the Contract, shall have the authority to conduct all business for and on behalf of any and all the partners of the Consortium during the entire Contract execution period.

9. It is hereby agreed that the leader M M/s. \_\_\_\_ (name of the leader bidder)\_\_\_\_ shall be entitled to receive all instructions and communications from the owner i.e. NALCO, on behalf of the members of this Consortium Agreement. All such instructions and communications are deemed to have been made on all the parties to this consortium Agreement.

10. The parties do here by agree that all of them shall sign the Contract agreement in case of its award, with the owner i.e. NALCO.

11. The parties do here by agree that the leader (1st party) M/s. \_\_\_\_ (name of the leader-bidder)\_\_\_\_ shall remain in-charge of the entire project if awarded by the owner i.e. NALCO, but however all of them shall make every endeavor to satisfactorily execute the Contract work in its entirety to the satisfaction of the owner i.e. NALCO.

12. The parties do hereby agree that the leader -1st party- M/s. \_\_\_\_ (name of the leader-bidder)\_\_\_\_ shall raise periodical bills with the owner for the works executed and the leader -1st party M/s. \_\_\_\_ (name of the leader bidder)\_\_\_\_ shall only be eligible to receive payments from the owner. The associate(s) does/do hereby declare that he/they does/do not have the authority to raise any bills in respect of the allotted Contract work, basing on this Consortium agreement. The associate(s) to this agreement can only make correspondence through the leader -1st party M/s. \_\_\_\_ (name of the leader-bidder)\_\_\_\_ with the owner i.e. NALCO.

13. The parties do here by declare that so far as NALCO is concerned, the 2nd and 3rd Party is/are only the agents/partners of the leader-1st party M/s \_\_\_\_ (name of the leader-bidder)\_\_\_\_, though they are jointly and severally liable for the consequences those may arose during or after execution of the contract work in question.


14. The parties to this agreement covenant with each other that each of them shall be entitled to share the payments received from Nalco according to work executed by them respectively, without any reference to NALCO.

15. The parties to this Consortium Agreement shall mutually cooperate with each other and shall not do or cause to be done or indulge in any sort of activity, which would impede or adversely affect the progress of the awarded contract work and in its completion satisfactorily.

16. In the event of the acceptance of the Bid and on award of work on the leader on the basis of this Consortium Agreement, the Contract work shall be executed by all of the parties to this consortium agreement as per the bidding documents and as per the Work Schedule given here under.

#### WORK SCHEDULE

Sl. No.	Name of Bidder/member of consortium	Work Particulars	Completion schedule.
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17. The leader of Consortium is hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the consortium members for the entire Contract Work.

18. This Consortium agreement having been exclusively entered in to by the associates with their Leader-Bidder, the leader bidder shall alone is accountable and answerable to the associates concerning the execution of the contract work so awarded and NALCO the owner shall in no case be held liable or answerable to the associates, for all or any of the matters covered by this consortium agreement.

19. In the event of any default in the execution of the contract, i.e. execution of work in accordance with specifications and within the scheduled time by any member/ members of consortium, the rights and obligations of the consortium shall continue to be in full force without being affected by any changes, until the final bill of the contract work of Nalco is settled. The leader shall ensure the performance of the contract and if one or more associates fail to perform their respective portions of the contract, the same shall be deemed to be a default by all the members of the Consortium.

20. The parties to this consortium agreement do hereby declare that they shall not cancel or amend this agreement unilaterally without the consent of the owner, i.e. NALCO, for which consent shall be obtained in writing.

21. It is agreed that the responsibility of all partners/ members of the consortium in respect of planning, design, construction equipment, key personnel, work execution and financing of the project has been decided and defined.

22. The associated parties i.e. M/s. \_\_\_\_\_ (Name of 1st Associate)\_\_\_\_\_ shall provide adequate finances, tools and tackles, transportation equipments, other plant and equipments, measuring and monitoring devices, men and machineries, etc. for proper and effective execution of the works undertaken by them as per this Consortium agreement.


23. This Consortium agreement shall be construed and governed by laws of India and the parties here by agree to submit themselves to the exclusive jurisdiction of \_\_\_\_\_ Courts within whose jurisdiction they contract work in question is to be carried out.

24. Any matter which is not stipulated in the consortium agreement shall be settled in good faith by discussion among the parties in the spirit of understanding and cooperation.

25. All disputes or differences whatsoever arising among the parties regarding this consortium agreement, shall be settled by arbitration, in accordance with the Arbitration and Conciliation Act, 1996 (as amended by 2015 Act). The Arbitral Tribunal shall consist of a sole arbitrator who shall be nominated and appointed by the Lead Bidder at the request of either party to the Consortium Agreement. The venue of Arbitration shall be at \_\_\_\_\_. With the consent of the parties the arbitrator may hold sittings at any other place other than the venue agreed for, for the convenience of the parties.

26. That during the arbitration process and after arbitration those differences/disputes which does not resolve, in those events the lead bidder shall be wholly responsible for execution of Contract satisfactorily and individually liable for consequences under the contract thereof. However, it does not mean that other associates of Consortium are discharged from their joint and several liability under this agreement.

27. In witness whereof, the parties here to have executed this Consortium Agreement in duplicate/triplicate, today the \_\_\_\_\_ day of \_\_\_\_\_ 2025 at \_\_\_\_\_.

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1st Party (leader)  
W I T N E S S E S

2nd party (associate)

3<sup>rd</sup> party (associate)

- 1.
- 2.

Drafted, Computer typed by me, as per the instructions of the parties. Read over and explained the contents of the agreement to the parties in the presence of witnesses, to which they admitted the same to be true and correct and as per their instructions and signed the same in my presence and in the presence of the witnesses.

Advocate

Note:

1. The agreement should be duly attested by the Notary Public.
2. Bidder should upload the scanned copy of the agreement with their On - line Part - I - Bid. The original copy of the declaration should be submitted in cover - 1 of the hard copy offer.



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**BQC - Annexure-B**

**PROVEN TRACK RECORD (PTR)**


DESCRIPTION	BIDDER'S INSTALLATION REFERENCES		
	1	2	3
Client's Name			
Address			
Tel. No.			
Fax			
E-mail			
Name of Contact person			
Project/ Location:			
Copy of Purchase Order enclosed: Yes/ No			
Referred Butt Weighing Machine is supplied as a standalone equipment : Yes/ No			
If no, reference of LSTK package in which Butt Weighing Machine is a part			
No. of anodes per hour			
Month & year of Commissioning			
Copy of Completion/ Commissioning Certificate from Client enclosed: Yes/ No			
Bidder's Scope of supply and services Butt Weighing Machine Package:			
- Basic Design (Yes/ No)			
- Detailed Design and Engineering (Yes/ No)			
- Procurement and manufacture (Yes/ No)			
- Shop Assembly, Inspection & Testing (Yes/ No)			

Signature of Authorised Personnel with seal

**NB:** Bidder may submit their three nos. of installation references in the PTR format. The related documents of the reference installations shall be submitted by the bidder to meet the BQC requirements.

- 2.4** Even though the bidders meet the bidders-qualification criteria (BQC), they are subject to be disqualified if they have:
- Made misleading or false representation in the forms, statements and attachments in proof of the qualification requirement
  - Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failure etc.
  - Their business banned by any central/ state government department/ PSUs or enterprises of Central/ State Govt.



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- Not submitting all the supporting documents or not furnishing the relevant details as per the prescribed format


A declaration to the above effect should be submitted. Bidders should upload the scanned copy of the declaration with their On - line Part - I - Bid. The original copy of the declaration should be submitted in cover - 1 of the hard copy offer.

**2.5** Sub-contractor's experience and resources will not be taken into consideration in determining the bidder's compliances with qualifying criteria.

**2.6** NALCO reserves the right to use in house information for assessment of Bidder's capability.

#### Instructions:

- Bidders are requested to upload/ submit all the required documents attested by Notary public or a Gazetted officer otherwise bids are liable for rejection.
- No further correspondence will be carried out with the bidders unless considered necessary by NALCO.
- Owner reserve the right not to seek any clarification on documents submitted in support of Pre-qualification requirements and to evaluate the PQ Bids on "As Received Basis" and/or in-house data, survey, or otherwise. However, in case of any ambiguity in the documents submitted by the Bidder or if the Bidder submits incomplete documents, pertaining to the BQC, NALCO may give an opportunity to the Bidder to submit the required documents in support of meeting the stipulated BQC for the jobs mentioned by the Bidder in their original offer, within the time period specified. In case, the Bidder fails to submit any document or submits incomplete/ ambiguous within the time period specified, the bid evaluation will be done as per the evaluated documents. The Bidder shall not be allowed to submit any new document pertaining to the BQC beyond the time period specified in this regard by NALCO.
- The failure to meet the BQC stipulated above will render the bid to be summarily rejected.
- Submission of authentic documents is the prime responsibility of the Bidder. However, NALCO reserves the right of getting the document cross verified, at their discretion, from the document issuing authority.
- Canvassing in any other form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- Bidders who are on Holiday list/ Banned List of NALCO on the due date of submission of PQ bid/ during the process of evaluation of the PQ bids, the offers of such Bidders shall not be considered for Bid Opening/ Evaluation/ Award. If the PQ document were issued inadvertently/ downloaded from website, offers submitted by such Bidders shall also be not considered for bid opening/ evaluation/ Award.
- NALCO shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids, site visit and all other expenses incurred during bidding process regardless of the conduct or outcome of the bidding process.
- NALCO reserves the right to disqualify any bidder during the PQ process on account of their non-performance in the earlier jobs executed by them for NALCO.
- NALCO reserve the right to reject any or all the bids received or annul the Bidding process at any time without assigning any reason whatsoever, without assuming any liability or any obligation. The Owner reserves the right to accept or reject any PQ Bid and/or to annul the pre-qualification process and/or reject any and/or all PQ Bids at any time without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action.
- Bidders must make their own judgment on the adequacy of the documents/ information they provide. In case any information provided by Bidder is found to be incorrect, the bid will be rejected, and the Earnest Money Deposit of such Bidder will be liable for encashment/ forfeited as the case may be.

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

Bidders should upload the scanned copy of the declaration with their On-line Part-I - Bid. The original copy of the declaration should be submitted in cover-1 of the hard copy offer.

- 4.0** The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary.

- 5.0 LITIGATION HISTORY:** Bidder should furnish Litigation History of their firm or group firm. The litigation history shall include:

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

Bidders should upload the scanned copy of the affidavit and declaration with their On-line Part-I - Bid. The original copy of the affidavit and declaration should be submitted in cover - 1 of the hard copy offer.

- 6.0** 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 they have been banned or de-listed by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. 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.**


Bidders should upload the scanned copy of the declaration with their On - line Part - I - Bid. The original copy of the declaration should be submitted in cover - 1 of the hard copy offer.

- 7.0** 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 is 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.**

- 8.0** Bidders should **upload** the scanned copy of the declaration/ undertaking with their On - line Part - I - Bid. The original copy of the declaration/ undertaking should be submitted in cover - 1 of the hard copy offer.

**9.0 COMPLETION SCHEDULE**

The scope of work shall be as per **Annexure-I - Technical Specification** of Tender Documents. The schedule for completion of the system at Site shall be **12 months** from the date of LOI/ Brief Order/ Purchase Order. The offer submitted by the bidder shall be accompanied by a time schedule showing the individual time period required for each activity like route survey, submission of drawings, fabrication of steel structure, erection and

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commissioning etc. Activities shall also include supply and erection of individual items of equipment and accessories.

## 10.0 VALIDITY OF BIDS

The bid should be kept valid for acceptance for a period of **6 (six) months** from the bid due date/ final due date for bid submission.

**11.0** Technical specifications should be strictly as per Annexure-I - Technical Specification of Tender Documents enclosed. In case of any deviation, please furnish the same clause-wise, in the deviation format of Annexure-I - Technical Specification. Any deviation mentioned elsewhere in the offer will not be considered.

**12.0** (i) The Questionnaire under the caption "Agreed Terms & Conditions (Import)"/ "Agreed Terms & Conditions (Indigenous)" are to be filled in & submitted along with the offer.

(ii) Deviations, if any, to the Tender Documents and technical specification are to be indicated separately in your offer in the prescribed format which will be taken as final, irrespective of the confirmation for same are appeared elsewhere

(iii) Foreign bidders to quote prices in Single Foreign Currency preferably in USD, GBP, CAD, EUR, CHF, JPY, NOK and AUD only.

(iv) Foreign Bidder shall quote their prices on FOB sea port of exit as well as CFR Kolkata sea port basis indicating the firm ocean freight charges to Vishakhapatnam Kolkata sea port separately. 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 no. of packages, dimensions, net and gross weight, no. and types of containers required, name of discharge port, along with tentative date of shipment, etc. within one month of placement of order. Accordingly, the Order may be converted to CFR basis at Nalco's option within one month of submission of cargo details. Hence, quoted ocean freight charges to Kolkata sea port should remain valid for acceptance for a period of minimum one month 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 Seller's account. In case the order is converted to CFR Kolkata sea port basis, the free time for detention of the containers should not be less than 14 days.


(v) In case of indigenous vendors, prices should be quoted on FOT Destination at Smelter Plant, Angul, Odisha (India), India basis giving break-up of FOT dispatch point price, freight charges and applicable GST rate as per Price Schedule format.

(vi) The bidders are to 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.

### (vii) EPCG LICENSE:

Importation of all items as mentioned at Annexure-I will be under EPCG license with concessional customs duty (presently at 0%). In case any Indian vendor wants to utilize EPCG license under zero duty EPCG scheme, vendor should indicate CIF value in the priced bid

**13.0** 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 appear anywhere else in the offer shall not be considered for evaluation and ordering.

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**14.0** The bidders are to furnish the 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.

**15.0** We are SA:8000 Certified Company. It is expected that our Suppliers/ Service providers confirm to the requirements of this International Standard SA 8000: 2008. The Survey Questionnaire attached at Annexure-XII may please be filled up and sent along with Bid document.

## **16.0 EVALUATION/ LOADING/ REJECTION CRITERIA**

**16.1** All evaluation shall be made on landed and erected on destination basis including design and engineering, supply of equipment along with all accessories, standard tools etc. and all other splicing activity charges (along with the taxes and duties for the same) as per scope of supply & technical specifications attached with the tender documents.

**16.2** 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.

**16.3** 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.

**16.4** To facilitate evaluation and comparison, NALCO will convert all bid prices of foreign Bidders expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on reference rate of Financial Benchmarks India Pvt. Ltd. (FBIL) as set up by Reserve Bank of India (RBI) or Bill selling exchange rate of SBI (incase FBIL rate is not available for the currency) prevailing as on date of price bid opening.

**16.5** Supply prices shall be evaluated as follows:

(i) IMPORTED:

1. FOB Price : As quoted

2. Add Ocean freight charges to Kolkata sea port: Firm charges quoted

**Note:** In case firm ocean freight charges to Kolkata sea port not quoted by a vendor, loading shall be based on maximum ocean freight charges to Kolkata sea port 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 : 0.02% of CFR

5. Sub-total (CIF) : 3+4

6. Custom duty : 0% under EPCG Scheme

7. Social Welfare Surcharge (SWS) : Zero ('0') under EPCG Scheme

8. Total including Custom Duty & SWS : 5+6+7

9. IGST : Merit rate of IGST shall be considered on (8)

10. Landed cost : 8+9

11. Custom clearance, handling and transportation up to site: @3% on 10

12. Total Price : 10+11

13. Technical loadings, 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 : (-9)

17. Total Comparable Price : 15+16

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

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**(ii) INDIGENOUS:**

1. FOT Despatch Point	: As quoted
2. Freight Charges	: As quoted
3. Total Price	: 1+2
4. IGST/ CGST & SGST	: As per merit rate on 3
5. Total Landed Cost	: 3+4
6. Insurance to be borne by Nalco	: @ 0.02% on (5)
7. Technical loadings, if any	: On FOT Despatch point price
8. Commercial loading, if any	: On FOT Despatch point price
9. Total after loading	: 6+7+8
10. Less, Input Tax Credit	: (-4)
11. Total Comparable Price	: 10+11

Note: The statutory levies (Sl. No. – 4) would be as applicable on date of price bid opening.

**16.6** All cost loadings will be calculated on FOT dispatch point/ FOB prices.

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


- (i) Bids that do not meet the qualification criteria as specified in the Tender Documents/ bid documents shall be summarily rejected.
- (ii) 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.
- (iii) Prices must be furnished in accordance to the price schedule format enclosed and strictly based on the terms specified related to the bid prices in the instructions / conditions. Non-compliance to this requirement shall make the bid liable for rejection.
- (iv) Bidders are requested to note that exceptions/modifications taken by them to the following clauses of Tender Documents may result in rejection of their bid: -
  - i. Proforma of Contract - cum - Performance Bank Guarantee
  - ii. Contract Performance Guarantee clause
  - iii. Delivery Schedule
  - iv. Period of validity of bid
  - v. Guarantee / Warranty
  - vi. Replacement of Defective parts and materials

**17.0 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
- (ii) Price Schedule Format/ BOQ
- (iii) Special Instructions to Bidders
- (iv) Addendum to Tender Documents Commercial
- (v) Standard Techno-Commercial Points
- (vi) Tender documents commercial.
- (vii) Terms & Conditions for Erection, Testing, Commissioning at Site
- (viii) Annexure-VIII to Annexure-XV
- (ix) GCC

**18.0 REFERENCE LIST:**

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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.

## **19.0 ENGAGEMENT OF AGENTS/ MIDDLEMEN/ INTERMEDIARY/ CONSULTANTS/ SERVICE PROVIDERS:**

- 19.1** 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.
- 19.2** 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 a real substantial company and details of the same shall be furnished.
- 19.3** Wherever the Agent has 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.
- 19.4** An Agent who submits an offer, on behalf of their principal, against a tender must submit a Letter of Authority of the Principal specifically authorizing the agent to make such an offer.
- 19.5** No entity can be allowed to function as an agent on behalf of two principals against any particular tender.
- 19.6** Failure to furnish correct and detailed information as called for in the above paragraphs render the offer concerned liable for rejection or in the event of a contract materializing; the same is liable for 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.


## **20.0 CONCURRENT COMMITMENT: NOT APPLICABLE.**

## **21.0 CONFLICT OF INTEREST:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest may lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified.

In Techno-commercial bids, the bidders shall be required to furnish a list of its partners/ Directors and a declaration that such Partners/ Directors have no interest in any other bidders in respect of the same tender. They shall also be required to give a declaration giving the names of other proprietorship concerns/ agencies/ partnership firm/ wholly owned or partly owned subsidiary/ Associate Companies/ Holding Companies/ Joint Venture Companies etc., where they are having financial/ professional stakes or where they are members and shall also give a certificate, that no such firm/ agency/Company is participating against the subject tender. The declaration by bidder should be certified by a Chartered Accountant. In determining allied firms/ conflict of interest among bids submitted against the tender, the following shall be taken into consideration:



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(i) Whether they have Board of Directors/ management/partners in common as per Annual Report/ declaration submitted against the tender.

(OR)

(ii) Whether they have received any direct or indirect subsidy/ financial stake from any of them. (As per declaration by the bidder)

(OR)

(iii) Whether they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder. (As per Declaration by the bidder)

(iv) The bidder participates in more than one bid in the bidding process. (As per documents/declaration submitted)

(v) They have the same legal representative/ agent for the purpose of the bid. (As per documents/ declaration submitted)

**Note:** A principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one principal. There can be only one bid from the principal manufacturer directly or through an agent on his behalf. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or Standardized Certificate.

(vi) Bidder or any of its affiliates participated as consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid. (As per Declaration by the bidder)

(vii) In the case of a holding company having more than one independently manufacturing unit, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to subsidiary/ Associate Companies/ Holding Companies/ Joint Venture Companies etc. Bidders must proactively declare such subsidiary/ Associate Companies/Holding Companies/ Joint Venture Companies etc./ management units in same/ similar line of business. (As per documents/ declaration submitted)

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

**Note:** The bidders should note that the declaration(s) submitted by them duly certified by Chartered Accountant shall solely be considered for evaluation of their offer. No other document(s) submitted or references made, if any shall be considered for evaluation purpose.



# **GENERAL CONDITIONS OF CONTRACT**

**NATIONAL ALUMINIUM COMPANY LIMITED  
NALCO BHAWAN, P-1 NAYAPALLI,  
BHUBANESWAR – 751 013**

**Web site: [www.nalcoindia.com](http://www.nalcoindia.com)**



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## SECTION – 1

### DEFINITIONS AND INTERPRETATION

#### 1. DEFINITION & INTERPRETATION:

##### 1.1 Definition:

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- 1.1.1 The ‘Owner’ shall mean the National Aluminium Company Limited (NALCO), a Company incorporated under the Companies Act, 1956 having its registered office at IDCO Tower, 8<sup>th</sup> Floor, Janapath, Bhubaneswar –751007 or any other place as modified subsequently and shall include its Chairman-cum-Managing Director or other Administrative Officers authorised to deal with these presents are concerned on his behalf posted in the any of the Offices of NALCO and shall also include Owner’s successors and assignees.

The Chairman-cum-Managing Director has nominated the following persons as the representative of the ‘Owner’ for the purpose of all contractual matters.

Smelter	-	General Manager (Smelter)	} Projects
CPP	-	General Manager (CPP)	
Mines	-	General Manager (Mines)	
Alumina	-	General Manager (Alumina)	

- 1.1.2 The ‘Tender’ shall mean the tender submitted by the tenderer for acceptance by the Owner.
- 1.1.3. The ‘Chairman-cum-Managing Director’ shall mean the Chairman-cum-Managing Director of National Aluminium Co. Ltd., or his successors in office as designated by the Owner.
- 1.1.4. The ‘Project Head’ shall mean General Manager/ Deputy General Manager of the Project of National Aluminium Company Ltd., or his successor in office or his authorised representative.
- 1.1.5. The ‘Contractor’ shall mean the person or persons, firm or company whose tender has been accepted by owner and includes the contractor’s legal representatives, his successors and permitted assigns.
- 1.1.6. The ‘Sub-contractor’ shall mean any person or firm or company (other than the contractor to whom any part of the work has been entrusted by the contractor, with the written consent of the owner or his representative and the legal representatives, successors and permitted assignee of such person, firm or company.

- 1.1.7. The ‘Engineer-in-Charge’ shall mean the person nominated by the Owner from time to time and shall include those who are expressly authorised by the Owner to act for            and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.
- 1.1.8. The ‘Works’ shall mean and include all works to be executed in accordance with the contract or part thereof as the case may and shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the owner/ engineer-in-charge.
- 1.1.9. The ‘Contract’ shall mean the agreement between the Owner and the contractor for the execution of the works including therein all documents such as the invitation to tender, instructions to Tenders, General Conditions of Contract, Special Conditions of Contract, Job Specifications, General Requirements, Time Schedule of Completion of Job, Drawings, Letter of Intent awarding the work, Agreed variations, if any etc.
- 1.1.10. The ‘Contract Document’ shall mean collectively the tender documents, designs, drawings specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.11. ‘Constitutional Plant’ shall mean all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 1.1.12. ‘Temporary Works’ shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- 1.1.13. ‘Specifications’ shall mean all directions, various technical specification, provisions, and requirements, attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Owner or the Engineer-in-charge during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition including all addenda/ corrigenda or relevant Indian Standard Specifications and other relevant codes.
- 1.1.14. ‘Plans’ shall mean all maps, sketches, and layouts as are incorporated in the contract in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

- 1.1.15. 'Drawings' shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
- 1.1.16. 'Foreign consultant' shall mean a person, agency or firm including their successors and assigns, who are nonresidents of India and are responsible for supply of process Technology for expansion plant based on review of existing plant including material flow, energy balance, additional facilities and improvement on the basis of the recent experience.
- 1.1.17. 'Indian Consultant' shall mean a person, agency or firm including their successors and assign who are responsible for detailed engineering and construction management of the project.
- 1.1.18. 'Project manager' shall mean the authorised representative of the consultant posted at site. He shall be responsible for supervision of the work by the contractors as well as coordinate with different agencies within the organisation or otherwise.
- 1.1.19. 'Site' shall mean the lands and other places on, under in or through which the permanent works are to be carried out and any other lands or places provided by the owner for the purpose of the contract.
- 1.1.20. 'Notice in writing or written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or other wise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.21. The 'Completion Certificate' shall mean the certificate to be issued by the owner or his representative when the works have been completed to his satisfaction.
- 1.1.22. The 'Final Certificate' in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the contract to be issued by the owner or his representative after the period of liability is over.
- 1.1.23. 'Approved' shall mean approved in writing including subsequent written confirmation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.
- 1.1.24. The 'Period of Liability' in relation to a work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate which the contractor stands responsible for rectifying all defects that may appear in the works.



- 1.1.25. The ‘Appointing Authority’ for the purpose of arbitration shall be the Chairman and managing Director or any other person so designated by him.
- 1.1.26. The ‘Alteration Variation Order’ means an order given in writing by the Engineer-in-Charge/ owner to effect additions to or deletions from or alteration in the works.
- 1.1.27. ‘Letter of Intent’ shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.28. ‘Days’ means a day of 24 hours from mid night irrespective of the number of hours worked in that day.
- 1.1.29. ‘Working Day’ mean any day which is not declared to be holiday or rest day by the Owner.
- 1.1.30. ‘Week’ means a period of any consecutive seven days.
- 1.1.31. ‘Metric System’: All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out accordingly to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.32. ‘Value of Contract’ shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the entire execution and full completion of the work.
- 1.1.33. ‘Headings and Marginal Notes’ in these contract documents are given solely for facility of reference and are not part of the contract documents and are not to be taken into account in the interpretation of the provisions of the contract.
- 1.1.34. ‘Language for Drawings & Instruction’: All the drawings, titles, notes, instruction, dimensions etc. shall be in English Language.
- 1.1.35. ‘Singular and Plural’: The singular shall include the plural and vice versa wherever the context so requires.

## SECTION - II

### 2. FACILITIES TO CONTRACTOR

#### 2.1 Location of Sites and Access by Road:

##### 2.1.1 Locations of Sites:

The general information about Mines Alumina, Aluminium Smelter and Captive power Plants furnished below is of indicative nature only and shall not be considered as binding in any way on the Owner and shall not govern either the scope of work or the nature of the respective rights and the obligations of the parties to such contract.

##### (a) Alumina Plant and Mines:

Alumina plant is on south-western side of the Panchpatmali hill near Damanjodi village in Koraput District, Orissa State. The site is situated at 12 Km from the national highway No. 43 off Semiliguda village. The Alumina Plant Site has the form of saddle between groups of low hills. The location of Red Mud Pond is in the natural basis of hills situated at a distance of 2 Km from the western side of the plant. The Bauxite mine is located at 14 Km away from the Alumina Plant Site.

##### (b) Smelter Plant:

Aluminium Smelter is on the Southern side of National Highway No. 42, with its approximate latitude and longitude as 20°51'N and 85°10'E respectively. The area, at a higher elevation in comparison with adjacent land, is not subjected to either normal or flash foods. The prevalent directions of wind are from North-West and West.

##### (c) Captive Power Plant:

Captive Power Plant is located at Angul, District Angul, Orissa on the south of Talcher Thermal Power Station of Orissa State Electricity Board the main plant site is about 3 Km on the north of the junction of the National Highway Nos. 42 and 23, between the villages Balaram Prasad Patna and Gotamara. The access roads to the main plant site may be taken from either of the highways.

##### 2.1.2. Access by Road:

Contractor, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The Contractor shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The Contractor shall also facilitate the construction of the permanent roads should the construction thereof start while he is engaged on this work. He shall make due allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of contractor shall in no case condone any delay in the execution of works not be the cause for any claim for compensation against the Owner.

**2.2 Water Supply:**

2.2.1. Unless other wise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works, his labour colony, his workshops, his offices etc. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own cost.

2.2.2. The Owner may agree to supply water to the Contractor for use in the Owner's works on specified terms and conditions as shall be determined by the Owner, which shall be binding on the Contractors. The tenderer is however required to exercise his option to receive such water supply from Owner's main at the time of submission of his tender.

2.2.3. When the water is supplied by the Owner, the Owner's main will be within 500 metres form the site of work. The Contractor shall provide at his own cost, all necessary ferrules, pipes, fitting, couplings and tanks and temporary works required and he shall maintain all such works in satisfactory condition. The Contractor shall remove all such works and shall re-instate and make good any work disturbed, to the satisfaction of the Engineer-in-Charge.

2.2.4. In the event of the Contractor's drawing water from the Owner's main/ source, he shall not claim any compensation for interruption or failure of Owner's water supply caused due to any reasons beyond the control of the owner.

2.2.5. The water so supplied by the Owner shall be free of cost for the Constructional work only.

**2.3. Power Supply:**

2.3.1 Subject to availability, Owner will supply power at 400/440 V at only one point at the nearest substation, from where the contractor will make his own arrangement for temporary distribution. The point of supply will not be more than 500 Metres away from the Contractor's premises. All the works will be done as per IEA regulations and passed by the Engineer-in-Charge. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the contractor will re-route or remove the temporary lines at his own cost. The Contractor at his cost will also provide suitable electric metres, fuses, switches, etc. for purposes of payment to the Owner which should be in the custody and control of the Owner. The cost of power supply shall be payable to the owner every month. Rs. 1/- per kWh for power, which will be deducted from the running bills. The owner shall not, however, guarantee the supply of electricity and no compensation for any failure or short supply of electricity will be entertained and this does not relieve the contractor of his

responsibility for timely completion of this works as stipulated in the contract.

- 2.3.2 It shall be the responsibility of the contractor to provide and maintain the complete installation of the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per and the Central/ State Electricity Acts and Rules etc. The Contractor will ensure that his equipment and Electrical wiring etc. are installed modified, maintained by a licensed Electrician/ Supervisor. A test certificate is to be produced to the Engineer-in-Charge for his approval, before power is made available.
- 2.3.3 At all times, IEA regulations shall be followed failing which the Owner has a right to disconnect the power supply without any reference to the contractor. No claim shall be entertained for such disconnection by the Engineer-in-Charge. Power supply will be reconnected only after production of fresh certificate from authorised electrical supervisors.
- 2.3.4 The Owner is not liable for any loss or damage to the Contractor's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising there from.
- 2.3.5 The Contractor shall ensure that the Electrical equipment installed by him are such that average power factor does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the Owner at the penal rate determined by the Owner for all units consumed during the month.
- 2.3.6 The Power supply required for Contractor's colony near the plant site will be determined by the Owner and shall as per state Electricity Board's Rules and other Statutory provisions applicable for such installations from time to time. In case of power supply to Contractor's colony, the power will be made available at a single point and the Contractor shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules & Acts. The site area and colony shall be sufficiently illuminated to avoid accidents.
- 2.3.7 The Contractor will have to provide and install his own light and power meters, which will be governed as per Central/ State Government Electricity Rules. The meters shall be sealed by the Owner.
- 2.3.8 In case of damage to any of the Owner's equipment on account of fault, intentional or unintentional on the part of the Contractor the Owner reserves the right to recover the cost of such damage from the contractor's bill. Cost of HRC Fuses replaced at the Owner's terminals due to any fault

in the Contractor's installation shall be to contractor's account at the rates decided by the Engineer-in-Charge.

- 2.3.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and up to 100 HP a suitable starting devices approved by the Engineer-in-Charge shall be provided by the Contractor For Motor s above 100 HP slipping induction motors will suitable starting devices as approved by the Engineer-in-Charge shall be provided by the Contractor.
- 2.3.10 The Contractor shall ensure at his cost that all electric lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied by the Owner.
- 2.3.11 The total requirement of power shall be indicated by the tenderer along with his tender.

#### **2.4. Land for Contractor's Filed Office, Godown and Workshop :**

- 2.4.1. The Owner will at his discretion and convenience and for the duration of the execution of the work may provide the land for construction of Contractor's field office, godown, workshops and assembly yard required for the execution of the contract nearer to the site.

The Contractor shall at his cost construct all these temporary buildings structures and provide suitable water supply and sanitary arrangement as approved by the Engineer-in-Charge and other inspectorates.

- 2.4.2. On completion of the works undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor fails to comply with these requirements, the Engineer-in-Charge has the right to remove any structure, such surplus, rubbish materials and depose off the same as he deems fit and get the site cleared and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed as aforesaid. The Owner reserves the right to ask the Contractor at any time during the pendancy of the contract, to vacate the land by giving 7 (seven) days notice on security reasons or on national interest or otherwise. A token rent of Rs. 100/- (Rupees One hundred only) per hectare or part thereof per annum or part thereof shall be charged for the land so made available.

Land provided shall be solely on licence basis which is terminable by at any time without notice or without assigning any reasons. In the event of any such termination or the termination of the contract/completion thereof, the contractor shall forthwith vacate the premises.

**2.5. Land for Residential Accommodation:**

Land for residential accommodation for staff and labour may be made available at the discretion of the Engineer-in-Charge and rent for the same will be as decided by the Engineer-in-Charge according to location and the area occupied by the Contractor.

## SECTION - III

### GENERAL INSTRUCTIONS TO TENDERERS

#### 3. SUBMISSION OF TENDER:

3.1. The documents issued to the tenderers shall be as follows:

- (i) One complete set of tender documents as per index sheet and drawings marked 'ORIGINAL' (To be submitted along-with the quotation).
- (ii) One complete set of tender documents as per index sheet marked 'TENDERER'S COPY' (To be retained by the tenderer for reference).

3.1.1. The tender documents shall be in 2 parts viz. Technical Bid and Price Bid. Technical and Price Bid should be put in separate sealed cover and marked with the tender reference and name of the work. In addition, a note on the Price Bid "Quotation do not open" is to be superscribed. Both the sealed covers are to be put in a single sealed cover. The name of the work the tender reference and date of opening are to be superscribed on this sealed envelope also.

The technical Bid shall be opened in the first instance. Clarifications, confirmations, if any, shall be obtained with regard to technical specifications. After technical specifications are firmed up, if a tenderer revises his price bid, he is required to submit justification in support of the revision made. The price bid shall be opened thereafter.

3.2. If Addenda/ Corrigenda are issued to this tender document, they must be signed, submitted along-with the tender documents. The tenderer should write clearly the revised quantities in schedule of Rates of Tender Document and should price the work based on revised quantities when amendments on quantities are issued in addenda.

3.3. Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations. Should it however become unavoidable, deviations should be stipulated in the prescribed proforma only, contained in the proposal form. Owner reserves the right to evaluate the quotations containing deviations having financial implications, by adding the cost for such deviations are determined by Owner.

3.4. Tenders should be submitted in double sealed envelope with the name of work superscribed thereon and with the note "QUOTATION DO NOT OPEN" written prominently. The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover.

#### 4.0. DOCUMENTS:

4.1.1 Bidders shall submit with his bids the particular/ documents as envisaged from Appendix (i) to (x) along with tentative construction net work/ Bar chart for completion of work taking into account various intermediate completion milestones/ component milestones and the overall completion of work under the contract.

4.1.2. Details to be submitted along with tender:

The tenders, as submitted will consist of the following:

The technical Bid and Price Bid shall be submitted as stated in para 3.1.1 Documents to be attached with price bid.

- (i) Complete set of the tender document (marked ORIGINAL) as issued duly filled in by the tenderer as prescribed in different clauses of the tender document, signed and date affixed.

Documents to be attached with Technical Bid.

- (ii) Earnest money in the manner specified in Clause 6 hereof.
- (iii) The following proposal forms in FIVE copies
  - (a) Details of works of similar nature and magnitude carried out during last 5 years as per the Appendix – 1(A)
  - (b) Concurrent commitments of the tenderer as per the Appendix – 1(B).
  - (c) Details of equipments, tools and tackles proposed to be deployed for this work as per the Appendix – (II).
  - (d) Details of manpower proposed to be deployed for this work as per the Appendix – (III), indicating the qualification.
  - (e) Site organisation chart showing number of qualified engineers and supervisors etc. indicating their bio-data as per the Appendix – (IV), indicating the qualification.
  - (f) List of proposed sub-contractors to be deployed as per the Appendix – (V).
  - (g) Progress Billing as per the Appendix – (VI).
  - (h) Information about tenderers as per the Appendix – (VII).
  - (i) List of enclosures as per the Appendix – (VIII).
    - a) Power of attorney
    - b) Income tax & Sales tax clearance certificate.
    - c) Solvency certificate from nationalised Bank
    - d) Documents showing annual turnover.
  - (j) Exception and deviation which tenderer may desire to stipulate as per Appendix – (IX).

**4.2 All pages to be initialled:**



All signatures in tender documents shall be dated, as well as the pages of all sections of tender documents shall be initialled at the lower right hand corner or signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

#### 4.3. Rates to be in Figures and Words:

The tenderer shall quote in English, in figures and in words for the rates and amount tendered by him in the Schedule of Rates forming part of the documents, in such a way that interpolation is not possible. The amount of each item shall be worked out and entered and requisite total given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.

If some discrepancies are found between the rates given in works and figures or the amount shown in the tender, the following procedure shall be followed:-

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods the rate quoted in words shall be taken as correct.

#### 4.4. Corrections and Erasures:

All corrections and alterations in the entries of tender papers shall be signed in full by the tenderer with date. No erasures or over writings are permissible.

#### 4.5. Signature of Tenderer:

- 4.5.1. The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full names of the partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative and a power of attorney on the behalf shall accompany the tender. A copy of constitution of the firm with names of all partners shall be furnished.
- 4.5.2. When the tenderer signs a tender in a language other than English, the total amount tendered should in addition be written in the same language. The signature should be attested by at least one witness.

**4.6 Witness:** Witness and sureties shall be persons of status and property. Their name occupation and address shall be stated below their signature.

**5. TRANSFER OF TENDER DOCUMENTS:**

Transfer of tender document purchased by one intending tenderer to another is not permissible.

**6. EARNEST MONEY:**

6.1. The tenderer must pay earnest money as given in the Letter/ Notice Inviting Tenders. Tenders not accompanied with earnest money deposit will be rejected. The earnest money can be paid in cash or by crossed demand draft or fixed deposit or Bank Guarantee from any Nationalised/ Scheduled Bank or Insurance Guarantee in the prescribed proforma as indicated in the tender document in favour of National Aluminium Company Ltd.

6.2. The Bank Guarantee so furnished by the tenderer shall be only in the proforma prescribed by the Owner and valid for six months from the date of opening of the tender. No interest shall be paid by the Owner on the Earnest Money deposited by the tenderer.

7. **VALIDITY:** Tender submitted by tenderers shall remain valid for acceptance for a period of four months from the date of opening of the tender. The tenderers shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender or varying any terms in regard thereof without the consent of a Owner in writing, the earnest money paid by him along-with the tender shall be forfeited.

**8. ADDENDA/ CORRIGENDA:**

8.1. Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modification in the design or contract terms.

8.2. The Addenda/ Corrigenda will be issued in duplicate to each person or organisation to whom a set of tender documents has been issued. Each recipient should acknowledge the receipt of the same and attach one copy of the addenda/ corrigenda along-with his offer. All addenda/ corrigenda issued shall become part of Tender Documents.

**9. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**

9.1. The right to accept the tender will rest with the Owner. The Owner further does not bind himself to accept the lowest tender and reserves the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between two or more contractors or accepted in part (not entirely) if considered expedient. The quoted rates would hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or incomplete in any respect and / or the prescribed conditions are not

fulfilled are liable to be rejected. The decision for the owner in respect of the above shall be final and binding on the contractor.

9.2. Canvassing in connection with tenders is strictly prohibited. The submitted tenders of the tenderers who resort to canvassing are liable to rejection. Tenders containing uncalled remarks or any additional conditions are liable to be rejected.

#### **10. THE SCHEDULE:**

10.1. The work shall be executed strictly as per the Time Schedule given in Appendix –1. The period of construction given in time Schedule includes the time required for mobilisation as well as testing, rectification if any, re-testing and completion in all respects to entire satisfaction of the Engineer-in-Charge.

10.2. A joint programme of execution of the work will be prepared by the Engineer-in-Charge and contractor based on priority requirement of this project. This programme will take into account the time of completion mentioned in 19.1 above and the time allowed for the priority works by the Engineer-in-Charge.

10.3. Monthly/ weekly construction programme will be drawn up by the Engineer-in-Charge jointly with the Contractor, based on availability of work fronts and the joint construction programme as per 10.2 above. The contractor shall scrupulously adhere to these targets/ programs by deploying adequate personnel construction tools and tackles and he shall also supply himself materials of his scope of supply in good time to achieve the targets/ programmes. In all matters concerning the extents of targets set out in the weekly and monthly programmes and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the contractor.

#### **10.4. CONSTRUCTION SCHEDULE AND PRESENTATION:**

The construction schedule shall be in the form of network of PERT CHART/ CPM or other suitable presentation for the programme of the work indicating therein the different components item of works and time required for completion of each components item wise/ month wise season wise so as to complete the work in all respects within the stipulated period. Before award of the work the contractor is also required to make the presentation to satisfy owner of their proposal for construction schedule in the form of BAR CHART and organizational resources, equipments, machinaries, manpower to be deployed for timely completion of the project.

#### **11. TENDERER'S RESPONSIBILITY:**

The intending tenderers shall be deemed to have visited the site and familiarised themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the drawings and specifications.

#### **12. RETIRED GOVERNMENT OR COMPANY OFFICERS:**

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering department of the State/ Central Government or of the owner is allowed to work as a contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained permission of the owner as aforesaid before submission of tender or engagement in the contractor's service as the case may be.

**13. SIGNING OF THE CONTRACT:**

The successful tenderer shall be required to execute an agreement with the Owner in the proforma attached with tender document within 10 days of the receipt by him of the notification of acceptance of the tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money or his initial security deposit will be forfeited and the acceptance of the tender shall be considered as cancelled. No bills shall be payable unless the agreement is executed.

**14. FIELD MANagements AND CONTROLLING AUTHORITY:**

14.1 The field management will be responsibility of the Project Manager posted at site by the consultant and nominated by the owner. The Project manager shall work in accordance with the directions given to him from time to time by the project head.

14.2. The Engineer-in-Charge shall only co-ordinate with the other agencies engaged to work at site, to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute the works strictly in accordance with site instructions and avoid hindrance to the works being executed by other agencies. The instructions of the Engineer-in-Charge shall be binding on the contractor.

**15. NOTE TO SCHEDULE OF RATES:**

15.1. The schedule of rates should be read in conjunction with all the other sections of the tender.

15.2. The tenderer shall be deemed to have studied the drawings, specifications and details of work to be done within time schedule and to have acquainted himself of the conditions prevailing at site.

15.3. Rates must be filled in the original tender document. If quoted in separate typed sheets, no variation in time description or specification shall be accepted. Any exceptions taken by the tenderer to the schedule of rates shall be brought out in the terms and conditions of offer.

15.4. The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alternation of the rates quoted and accepted.

15.5. The owner reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

## SECTION - IV GENERAL OBLIGATIONS

### 16. INTERPRETATION OF CONTRACT DOCUMENTS:

- 16.1. Complete documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of them the matter may be referred to Engineer-in-Charge who shall give decisions and Issue to the contractor instructions directing in what manner the work is to be carried out. The decision of Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
- 16.2. Works shown in the drawing but not mentioned in the specification or described in specification but not shown in the drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the drawings as well as described in the specifications.
- 16.3. Unless otherwise stated specifically, the 'singular' shall also mean 'plural' and vice versa wherever the context so requires words implying 'persons' shall include relevant 'corporate companies or registered association' or 'body of individuals' or 'firm of partnership' as case may be.

### 17. SPECIAL CONDITIONS OF CONTRACT:

- 17.1. Special Conditions of Contract shall be read in conjunction with the General Condition of Contract Specifications of work, drawing and any other documents forming part of this contract wherever the context so requires.
- 17.2. Notwithstanding the sub-divisions of the documents into the separate sections and volumes each part shall be deemed to be supplementary to complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 17.3. In case of any discrepancy between various sections of the contract, the following order of preference shall be observed.
  - (1) Schedule of quantities
  - (2) Technical specifications
  - (3) Special Conditions of Contract
  - (4) General Conditions of Contract
- 17.4. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities it is understood that the Contractor shall do so at his cost.
- 17.5. The materials, design and workmanship shall satisfy the relevant Indian Standard, the job specifications contained herein and codes referred to.

Where the job specifications stipulate the requirements in addition to those contained in the standard codes and specification, these additional requirements shall also be satisfied.

**18. Tenderer to Obtain his Own Information:**

- 18.1. The tenderer shall for all purposes and whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The correctness of the details given in the Tender Document as guideline information to help the tenderer but to make-up the tender is not guaranteed.
- 18.2. The tenderer shall be deemed to have examined the tender documents, to have obtained his own information in all matters whatsoever that might influence carrying out of the works at the scheduled rates and satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission therefrom shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works, the requirements of materials and labour involved etc. and as what works he has to complete in accordance with the contract document whatever be the defects, omissions or errors that may be found in the Contract Document. The contractor shall be deemed to have visited site and surroundings areas, to have satisfied himself to the nature of all existing structures, and also as to the nature and the conditions of available facilities like Railways, roadways, bridges culverts, means of transport and communications like by land, water or air and possible interruptions thereto the access to and egress from site and to have made enquiries, examined satisfied himself of the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation like depots, buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds and climatic conditions and all other similar matters affecting the works. He is deemed to have acquainted himself his liability for payment of Government Taxes, Customs Duties and other charges.
- 18.3. Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information or issues stated at 18.2 or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility for completion of the works at the scheduled rates and time in strict accordance with the contract documents.
- 18.4. Any change in layout due to site conditions or technological requirement shall be binding on the contractor and no extra claim on this account shall be entertained.

- 18.5. No verbal agreement or inference from conversation with any officer or employee of the Owner either before, during or after the execution of the contract agreement shall in any way affect or modify and of the terms or obligations herein contained.

**19. Security Deposit:**

- 19.1. A sum of 10% of the accepted value of the tender or actual value of the work done whichever is higher for contracts not exceeding Rs. 1 Crore, 7 1/2 % for the value of contracts over Rs. 1 up to Rs. 5 crores and 5% for the value of contracts over Rs. 5 crores shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.
- 19.2. This may be deposited initially at 2 1/2% of the value of the contract (referred as initial Security deposit) within 20 days of receipt by him of the notification of acceptance of tender and the balance will be recovered in installments through the deduction @ 10% of the gross value of the each running account bill for the contract upto Rs. 1 crore, 7 1/2 % for contract between Rs. 1 to Rs. 5 crores and 5% for contract over Rs. 5 crores, till total security deposit is collected. No further deduction from the bills will be made on this account subject to clause 19.6 below.
- 19.3. Alternatively the contractor may at his option to deposit the full amount percentage as mentioned 19.1 above towards deposit within 10 days of issue of notification accepting his tender. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.
- 19.4. The earnest money deposited with the tender shall be adjusted towards security deposit.
- 19.5. Contractor can furnish the initial or total security deposit amount (a) in Demand Draft or (b) through a Bank Guarantee from any Scheduled bank in the prescribed proforma.
- 19.6. If contractor /sub-contractor or their employees damages, breaks, deface or destroy the property belonging to the owner or other during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof; the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of Engineer-in-Charge shall be final).
- 19.7. All compensation or other sums of money payable by the contractor to the Owner or recoveries to be made under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Owner on any account whatsoever. In the event of his security being reduced by reasons of any such deduction or sale, the contractor shall within ten days



thereafter make good in cash, bank drafts, any sum or sums which may have fallen short or Security deposit amount or any part thereof. No interest shall be payable by the Owner for sum deposited as security deposit.

- 19.8. The security deposit will be refunded after the expiry of the period of liability as stipulated in the contract.

**20. Forfeiture of Security Deposit:**

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

In the event of any breach by the contractor or any loss or damage occasioned to the owner which in the opinion of the owner has arisen, the decision whereof shall be final and binding on the contractor or in the event of the termination of the contract for any such breach, the security deposit is liable to be forfeited. The decision of forfeiture by the Owner shall be final and binding on the contractor.

**21. Time of performance:**

The work covered by this contract shall be commenced within twenty one days after the issue of the letter of acceptance of tender and be completed in stages on or before the dates as mentioned in the time schedule of completion of works. The contractor should bear in mind that time is the essence of the contract, unless such time be extended pursuant to the provision of clause No.22 Request for Revision of Construction time after tenders are opened will not receive consideration. The above period of twenty one days is included within the overall completion schedule, not over and above the completion time.

**22. Extension of Time.**

- 22.0. The application for extension of time is to be given to project head through the engineer –in-charge and the project head may authorise extension of time after considering the due merits.

Whenever extension of time is granted by the project head, the same shall be on the existing terms and conditions of the contract and without any additional financial liability to the Owner. The contractor in any case shall have no claim whatsoever for any type of compensation on account of any delay attributable to any one.



**23. Force Majeure:**

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

**24. Compensation For Delay:**

- 24.1. Time is essence of the contract. In case the contractor fails to complete the work within the stipulated period, he shall be liable to pay to the Owner as compensation, an amount equal to 1% of the value of contract per week of the delay subject to a maximum of 10% of the value of the contract. This is a genuine pre-estimate of the loss/ damage which will be suffered on account of delay /breach on the part of the contractor and he agrees to pay the said amount on demand without going in for any proof of the actual loss or damages caused by such delay/ breach.
- 24.2. To ensure good progress during execution of work, the contractor shall be bound in all case in which the time allowed for any work exceeds by one month to complete one-fifth of the work before one-fourth of the time allowed under the contractor has elapsed, three-eighth of the work before the half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation for delay an amount as stipulated above. The compensation for delay so paid shall not relieve the contractor from his obligations to complete the work or from any other obligations and liabilities under this contract.

**25. Failure by the Contractor to Comply with the Provisions of the Contract:**

- 25.1. If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to: -
- (a) Determine the Contract: In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the contractor shall stop forth with any of the contractor's work then in progress, except such work as the Owner may, in writing, requires to be done to safeguard any property or work, or

installations from damage, and the owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost at the rates specified in the schedule of quantities and rates.

- (b) Without determining the Contract: To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the schedule of quantities/ rates, occasioned by such works having been taken over and completed by the Owner. Besides, the contractor shall also be liable for any compensation accruing under clause 24.
- (c) In other cases, the decision of the Owner is binding on the contractor.

25.2. In such events of clause 25.1 (a) or (b) above

- (a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- (b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorised or required to be reserved or retained by the Owner.

25.3. Before determining the contract as per clause 25.1 (a) or (b) provided in the judgement of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contract if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

25.4. The Owner shall also have the right to proceed or take action as per 25.1 (a) or Clause 25.1(b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his

creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the contractor.

- 25.5. Termination of the Contract as provided for in sub-Clause 25.1 (a) above shall not prejudice or affect their rights of the Owner which may have accrued upto the date of such termination.

**26. Contractor Remains Liable to Pay Compensation if Action Not Taken Under Clause 25.**

In any case in which any of the powers conferred upon the owner by clause 25 hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amount to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the powers vested in him under the proceeding clause no. 25 he may if he do so desires, take possession of all or any tools and plants, materials and stores in or upon the works of the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, foremen or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expenses or sell them by auction or private sale on account of the contract and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

**27. No Compensation For Alteration in or Restriction of Work:**

At any time from the commencement of the work if the Owner decides for whatsoever reason, not to carryout the whole work or part thereof as specified in the tender, then owner shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation on whatsoever account (profit or advantage which he might have derived by executing the work in full) neither shall he have any claim for compensation by reason of any alterations having been made from the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

**28. Change in Constitution:**

When the contractor is a partnership firm the prior approval in writing from the Owner shall be obtained before any changes are made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern. Such approval as aforesaid shall, like wise be obtained before such contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval is not obtained. The contractor shall be deemed to have been allotted in contravention of Clause - 34 hereof and the action and consequence shall ensure as provided in that clause.

**29. Termination of Contract For Death:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the contractor is a partnership concern and one of the partners dies then, unless the Owner is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing contract, he (the Owner) is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the diseased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of contract. The decision of the Owner in such assessment shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the diseased contractor and / or the surviving partners of the contractor's firm liable for any damages for non-completion of contract.

**30. Members of the Owner Not individually Liable:**

No Director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

**31. Owner Not Bound by Personal Representation:**

The Contractor shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding promise or guarantees given or to have been given to him by any person.

**32. Contractors Office at Site:**

The Contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The contractor at all time shall maintain a site instruction book and compliance of these shall be communicated to the Engineer –in-Charge from time to time and the whole document to be preserved and handed over after completion of works.

**33. Contractor's Sub-ordinate Staff and their conduct :**

- 33.1. The contractor on award of the work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature to whom the equipment, materials if any, shall be issued and instruction for works given. The contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to supervise the execution of the works, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types works comprised in the contract in such manner as will ensure the best quality and expeditious working. At any time of in the opinion of the Engineer-in-Charge any additional, qualified experienced staff is considered necessary, they shall be employed by the contractor without additional charge. The contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.
- 33.2. If any of the contractor's sub-contractor's, agents, sub-agents, assistants, foremen or any employee in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner Engineer-in-Charge, undesirable for administrative or any other reasons, for such or person (s) to be employed on the works, then at the directions of Engineer-in-Charge the Contractor shall at once remove such person (s) from employment with the works without the written permission of the Engineer –in-Charge. Vacancy so created shall be immediately filled at the expenses of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.
- 33.3. The contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others, shall exercise proper degree of control over them and in particular without prejudice to the said generality the contractor shall be bound to prohibit/ prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or the properties or the occupiers of land or properties in the neighborhood. In the event of such trespassing, the contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.
- 33.4. If and when required by the Owner, all contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on Owner's premises.

33.5. It is made clear that no relationship of employer and employee is created between the owner and the contractor labourer and no claim for employment of any such labourer shall be tenable or entertained.

**34. Sub-Letting Work:**

34.1. No part of the contract nor any share or interest there in shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whatsoever except as provided for in the succeeding sub-clauses without the consent in writing of the Owner.

**34.2. Sub – Contracting of Works:**

The Engineer-in-Charge may give written consent to sub-contract for the execution of any part of the works at the site, provided the contractor submits each individual sub-contract to the Engineer-in-Charge for approval of mode of operation and agency for the work. The contractor is advised not to enter into contract before the consent of Engineer-in-Charge.

**34.3. List of sub-contracted works to be furnished:**

At the commencement of each month, the contractor shall furnish to the Engineer-in-charge, a list of sub-contractors, persons or firms engaged by the contractor and worked at the site during the previous month with particulars like general nature of the sub-contract or works done by them.

**34.4. Contractor's liability not Limited by Sub-Contractors:**

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractors shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-contract or sub-letting had not taken place, and as if such work had been done directly by the contractor.

**34.5. Owner may terminate sub-contracts:**

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract. The contractor upon the receipt of such notice shall terminate and dismiss the sub-contract and the sub-contractor. The owner shall have the right to remove such sub-contractor from the site if contractor fails to vacate the sub-contractor immediately.

**34.6. No remedy for action taken under this clause:**

For action taken by the owner under the clause shall not relieve the contractor of any of his liabilities under the contract or give rise to any right or compensation, extension of time or otherwise.

**35. Power of Entry:**



If the contractor shall not commence the work in the manner described in the contract documents or if he at any time in the opinion of the Engineer-in-Charge.

- (i) fail to carry on the works in conformity with the contract documents or
- (ii) fail to carry on the works in accordance with the contract schedule or
- (iii) substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-Charge or
- (iv) fail to carry on and execute the works to the satisfaction of Engineer-in-Charge or
- (v) fail to supply sufficient or suitable constructional plant, temporary works, labour materials or other things or
- (vi) Commit, suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for fourteen days, after notice in writing shall have been given to the contractor by the Engineer-in-Charge requiring such breach to be remedied or
- (vii) If the contractor abandons the works or
- (viii) If the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the contractor's licence to use the same, and to complete the works by his agents, other contractors, or workmen, or to relate the same upon any terms and to such other person, firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of temporary said works, constructional plant and stock or being liable for any loss or damage thereto and if the Owner shall by reason or his taking possession of the work or of the works being completed by other contractor (due account being taken of any such extra work or works which may be omitted) than the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plan, materials etc. constructed by or belonging to and

to recoup and retain the said deficiency or any part thereof out of the proceeds or the sale.

**36. Contractor's Responsibility with other Agencies:**

36.1 Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction to work in close cooperation and to coordinate in the works with the mechanical, electrical, air-conditioning and intercommunication contractors and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc. in wall, slabs beams and column etc. and making good the same to the desired finish as per specification, for the placement of electrical and intercommunication cables, conduits, air-conditioning inlets and outlets, grills and other equipment in the false ceiling and other partitions, the contractor before starting up the work shall in consultation, with the electrical, mechanical, inter-communication, air-conditioning contractors and other agencies prepare and put up a joint scheme, showing the necessary opening, grooves, recesses, cuts, the methods of fixing required for the works of the aforesaid, and the finishes therein, to the Engineer-in-Charge and get the approval. The contractor before finally submitting the scheme to the Engineer-in-Charge, shall have the written agreement of the other agencies. The Engineer-in-Charge, before communicating his approval to the scheme, with any required modifications shall get the final agreements of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

36.2 The contractor shall conform in all respect with the provisions any statutory regulation, ordinance or bye-laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such statutes, ordinances, laws, rules, regulations, etc.

**37. Other Agencies at Site:**

The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained due to work being executed in the above circumstances.

**38. Serving of Notices:**

**38.1. To the Contractor:**

Any notice may be served on the contractor or his duly authorised representatives at the job site or by registered mail directly to the address furnished by the contractor. Proof of issue of such notice should be conclusive of the contractor having been duly informed of the contents.

**38.2. To the Owner:**



Any notice to be given to the Owner under the terms of the contract shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/s. National Aluminium Co. Ltd. addressed to the head/ site in-charge.

38.3. Rights of various Interests:

- (i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall cooperate and afford the other contractors all reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.
- (ii) Wherever the work being done by any department of the Owner or by the contractor employed by the Owner as per the contingent upon work covered by this contract, the respective rights and various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

**40. Patents, Royalties, Rent and Excavated Material:**

- 40.1. The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials composition matters, to be used or supplied or methods and processes to be practiced or employed the performance of this contract, is covered by a patent under which the contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, composition, method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this contract. In the event the contractor fails to pay any royalty or obtain any such license, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his Own expense and the contractor will pay damages and costs awarded in such suit. The contractor shall promptly notify the Owner if the contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the owner of any equipment, machinery, materials, process, methods, to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extent the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.
- 40.2. All charges on account of royalty, tollage, rent octroi terminal or sales tax and/ or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Owner) shall be borne by the contractor.

- 40.3. The contractor shall not set or otherwise dispose of or remove except for the purpose of this contract, the sand stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the works or any building or produce upon the sited at the time of delivery of the possession thereof, but all such substances, materials buildings and produce shall be the property of the Owner provided that contractor may with the permission of the Engineer-in-Charge, use the same for the purpose of the works by payment of cost of the same at such a rate as may be determined by the Engineer-in-Charge.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims against contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on patent right. With respect of any sub-contract entered into by the contractor pursuant to the provisions on the respect to any sub-contract entered into by the contractor pursuant to the provisions of the relevant clause thereof, the contractor shall obtain from the sub contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

**41. Liens:**

- 41.1. If at any time there should be evidence or any lien, claim for which the Owner might have become liable, which is chargeable to the contractor, then the Owner may pay and discharge the same and deduct the amount so paid from any amount which may be or may become due and payable to the contractor, if any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner the cost such lien or claim including all payment and reasonable expenses. Owner reserves the right to the same.

**41.2. Nothing Extra for Adverse Sub-Soil Conditions:**

The nature of sub-soil of the work site varies widely horizontally and vertically. The KI and KII values also vary widely from place to place. In addition the water bearing seems are also conspicuous with the water table at a depth of 0.75 to 3.0 metres from ground level. A number of cohesive and non-cohesive strata are available particularly everywhere. The contractor shall have to make cuts and resort to pumping with due care to avoid collapsing of sides and occurrence of 'Piping'. The Contractor shall also be careful to avoid occurrence of excessive 'heaving' by avoiding keeping the excavation proposed to atmosphere for a longer period.

- 41.3. Slips and falls in excavation shall be cleared by the contractor at his own cost.

Excessive heaving shall have to cut and refill with lean concrete by the contractor at his own cost. The contractor shall have to adopt under-water work in case of occurrence of piping/ quick condition without any additional cost to the Owner.

The contractor will be paid for the earthwork as per the drawing. The slopes etc. as required for the safety of the work has to be provided as per the decision of the Engineer-in-Charge at his own cost. All types of dewatering including seepage, rain water entering. The earthwork in excavation or from any other source is to be done by the contractor at his own cost till the completion of foundation upto ground level including back filling.

**41.3. No Compensation in case of change of Location of site :**

Change of location of site do not invalidate the contract and tenderer have no claim for any compensation for such changes.

## **SECTION – V**

### **PERFORMANCE OF WORK**

**42. Execution of Works:**

All the work shall be executed in strict conformity with the provisions of the contract documents explanatory detailed drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials and labour, through out the job Completion in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

**43. Coordination and inspection of Works:**

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge or his authorised representative. A work order book will be maintained by the contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorised representative by way of acknowledgement within 12 hours.

**44. Works in Monsoon and Dewatering:**

44.1 The execution of work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job. And plan execute the construction and erection according to the prescribed schedule. No extra will be considered for such work in monsoon.

44.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

**45. Work on Sundays and Holidays:**

For carrying out works on Sundays and holidays, the contractor will to keep Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. The contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor and the Owner shall have no liability whatsoever on his account.

**46. General Conditions of Construction and Erection Work:**

46.1 The working time at the time of work is 48 hours per week. Overtime work is permitted in case of need and the owner will not compensate the same. Shift-working at 2 or 3 shifts per day will become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.

- 46.2 The contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof or for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for old time payment whatsoever.
- 46.3 The contractor shall submit to the Engineer-in-Charge reports at regular intervals regarding the state and progress of work. The contract shall provide display boards showing progress and labour strength at work site, as directed by the Engineer-in-Charge.
- 46.4 The site of work will be released progressively in stages and no claim for any compensation or damages will be tenable for non-release of the entire site at a time.
- 47. Drawings to be supplied by Owner:**
- 47.1 The drawings attached with tender are only for the general guidance to the contractor to enable him to visualise the type of work contemplated. The contractor will be deemed to have studied the drawings and formed an idea about the total work involved.
- 47.2 In the Course the progress of work detailed working drawings on the basis of which actual execution of the work has to proceed, shall be furnished in stages. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully, in conjunction will all other connected drawings and discrepancies if any, shall be brought to the notice of the Engineer-in-Charge, before actually carrying out the works.
- 47.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office on the site and shall be made available to the Engineer-in-Charge at any time during the contract period. The drawings and other documents issued shall be returned to the Owner on completion of the works.
- 48. Drawings to be supplied by the Contractor:**
- 48.1 The drawings/data which are to be furnished by the contractor are enumerated in the special conditions of contract and shall be furnished within the specified time.
- 48.2 Where approval of drawings for manufacture/construction/fabrication has been specified it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and get them approved before proceeding with manufacture/construction/fabrication works as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final approved drawings shall bear the certification stamp duly signed by both the contractor and the Engineer-in-Charge as indicated below.

“Certified true for .....  
(Name of work)

Agreement No .....

Signed  
(Contractor) (Engineer-in-Charge)

48.3 A period of 3 weeks from the date of receipt shall be required for approval of drawings by the Engineer-in-Charge.

48.4 As built drawing showing all Corrections, adjustments etc. shall be furnished by the Contractor in five copies and one transparent to record purposes to the owner.

**49 Setting Out Works:**

49.1 The Engineer-in-Charge shall furnish to the contractor with only the four corners of the work site that is plant boundary limits, and a level bench mark only. The contractor shall set out the works, provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

49.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance. He shall be responsible for their consequences arising of such removals, disturbances corrections thereon and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereon or jointing with the contractor by the Engineer-in-Charge in setting out the work, shall not relieve the contractor of any of his responsibilities.

49.3 Before beginning the work the contractor shall at his own cost, provide all necessary reference and level posts-pegs, bamboos, flags, ranging rods, strings, and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal, face and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable the theodolite to be set over it. No work shall be started until all these points are checked and approved by Engineer-in-Charge in writing, but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, materials and other facilities as necessary, for the proper checking or layout and inspection of the points during construction.

49.4 Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and faced by the contractor.

49.5 On completion of work, the contractor must submit the geodetic documents according to which the work was carried out.

**50. Responsibility for Level and Alignment:**

50.1 The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the level and correctness of every part of the work shall rectify effectually any errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

**50.2 Lighting, Watch & Ward:**

The contractor shall in connection with works provide and maintain at his own cost all lightings, guards, fencing and watch and ward and the security of the entire work in progress including all the machineries, materials shall be the responsibility of the contractor till taken over by the owner by way of the written taking over certificate.

**51. Materials to be Supplied by Contractor :**

51.1 The contractor shall procure and provide the whole of the materials required for the construction including M.S. Rods, Cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the work except the materials which will be issued by the Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The owner may give necessary recommendation to the respective authorities, if so desired by the contractor, but assumes no further responsibility of any nature. The owner will insist on the procurement of materials which has the approval of Indian Standards Institution having ISI stamp and/or which are supplied by reputed suppliers borne on DGS & D list.

51.2 The contractor shall properly store all materials either issued to him or brought by him to the worksite to prevent damages due to rain, wind, direct exposure to sun etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The contractor shall maintain sufficient stocks of all materials required by him.

51.3 No material shall be despatched from the contractor's stores before obtaining the approval in writing of the Engineer-in-Charge.

51.4 All plants, tools and other materials brought by the contractor to the site must be declared at the time of bringing the same to the site.

**52. Stores Supplied by the Owner:**

52.1 If the specification of the work provides for the use of any material other than Steel & Cement of special description to be supplied from the Owner's stores or it is required that the contractor shall use certain stores to be provided by



the Engineer-in-Charge, such materials and stores, and price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but no so as in way to control the meaning or effect of the contract, the contract shall be bound to purchase and shall be supplied much materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of materials supplied by the Owner will be recovered from the Running Account Bill on the basis of actual consumption of materials (after taking into account any wastage allowance as may be provided for in the contract). The contractor should raise requisite copies of indents in a proforma as prescribed by the Engineer-in-Charge and no claim whatsoever will be entertained by the Engineer-in-Charge on this account. After completion of the works, the contractor is required to account as per relevant clauses in this document, for the full quantity of materials supplied to him.

52.2 The value of the stores/materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of the completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition at contractor's cost.

### **52.3 Steel & Cement:**

52.3.1 If the specification of the work provides for the use of steel or cement such items of steel and cement to the extent required as per the specification of the works, shall be supplied at Owner's stores by the Owner for utilisation in the work on non-chargable basis from time to time depending upon the progress of the work. The tender rates shall be exclusive of the cost of steel and cement to be supplied as per the specification of the work, However, in case of flats and chequered plates the same have to be procured by the contractor at his own cost.

52.3.2 Such materials of steel and cement shall be issued only for permanent works and not for making other temporary works etc. Contractor shall bear all cost including lifting and loading carting from issue points to work site/contractor stores, custody and handling etc. and return of surplus serviceable/unserviceable materials to owner's store or other places to be designed by owner and no separate payment for such expenditure shall be made.



52.3.3 Items of steel as per specification of the work as mentioned above shall be supplied in the available length only. No claim on account of supply of non-standard length shall be entertained. Steel materials shall be issued on actual weight basis.

52.3.4 Cement as mentioned above will be supplied to the contractor a receive from the manufacturer/stockist. The theoretical weight of each bag of cement supplied will be considered as 50 Kg.

**52.3.5 Scraps & Surplus Material:**

The Contractor shall return all the surplus/unutilised as well as the scraps and wastages out of the materials supplied to him to the Owner's stores in a perfectly good condition at the contractor's cost. However, the following scraps allowances are permissible.

	<u>Unaccountable</u>	<u>Accountable</u>
(i) Cement	3%	Nil
(ii) Reinforcement Steel	½%	2.5%
(iii) Steel structural (Plates & Sections)	½%	4.5%
(iv) M.S. Plates for fabrication of Pipes	½%	As per cutting diagrams approved by Engineer-in-Charge before cutting and fabrication.

**52.3.6 Return of unutilised/surplus materials and scrap/wastage:**

In respect of any utilised/surplus quantities of cement and steel supplied by not accounted for and or returned by the contractor shall pay to the Owner amounts at the penal rate of twice the SAIL, Bhubaneswar Stock-yard rate of that particular section of steel and cement as the case may be as on the date of accountability. If the Contractor fails to return the scraps/wastage generated as per the above percentage, recovery of such scrap/wastage shall be made at the rate of Rs. 7000/- per tonne.

The charging of penal rate shall be without the prejudice to the other remedies or action available to the owner against the contractor including any criminal action.

**52.3.7. Accounting for Materials:**

Every month the Contractor shall submit a statement for all the materials supplied to him by the owner in the proforma prescribed by the Engineer-in-Charge.

52.3.8 On completion of the work, the Contractor shall submit material appropriation statement for the materials supplied to him by the Owner.

**52.3.9** All materials supplied to the contractor shall remain the absolute property of the all times and title therein shall not pass to the contractor at any time. The possession of the materials in the hands of the contractor is only for the

purpose of incorporating the same in the Owner's work. The material supplied shall not be removed by the contractor on any account from the site of work and shall be at all times open for inspection by the Engineer-in-Charge or owners representative. The contractor shall not use the materials supplied to him for any purpose or work other than the work, which the said materials are supplied.

**53. Conditions for issue of Materials:**

- (i) Materials specified as to be issued by the Owner will be supplied to the contractor by the Owner from his stores. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site work at his own cost. The material shall be issued during the working hours of his Stores and as per the rules of the Owner framed from time to time.
- (ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- (iii) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft, etc. He shall also employ necessary watch and ward establishment for the purpose.
- (iv) Materials specified as to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturers.
- (v) It shall be duty of the contractor to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the directions of the Engineer-in-Charge.
- (vi) The Owner shall not be liable for delay in supply or non-supply of any materials, which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on his account.
- (vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If however in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right at his own discretion to issue such materials if available with the Owner or procure the materials from the market or elsewhere. The contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This however, does not in anyway absolve the contractor from responsibility of making arrangement for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the work.

- (viii) Non of the materials supplied to the contractor will be utilised by the contractor for manufacturing item which can be obtained as supplied from standard manufacturer in finished form unless approved by Engineer-in-Charge in writing.
- (ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond in the prescribed form for safe custody, usage and accounting of all materials issued by the Owner.
- (x) The contractor shall furnish to Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of material.
- (xi) Account of the materials to be issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand in a manner prescribed by the Engineer-in-Charge. All connected papers requisitions, issues returns etc. shall be always available for inspection in the contractor's office at site.
- (xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores, place of issue or to the place as directed by the Engineer-in-Charge.
- (xiii) Materials/equipment supplied by Owner shall not be utilised for any other purpose (s) than issued for.
- (xiv) The owner may issue the material in phases at his discretion keeping in view the programmes of the work.
- (xv) In case of free issue of materials, the contractor shall submit an indemnity bond in the prescribed format for 80% (eighty) value of the materials and a bank guarantee for 20% (twenty) of the value of the materials. The indemnity bond and bank guarantee shall be valid till the material account is totally settled.

**54. Return of Surplus:**

Notwithstanding anything contained to the contrary in any or all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of the Owner either by issue from Owner's stock or purchases made under orders, or permits or licences issued by government the contractor shall hold the said materials as trustee for the owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the Owner and return, if required by the project head all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as the Project head shall determine having due regard so the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the project head shall be final and conclusive in such matter. In the event of breach of the aforesaid conditions, the contractor shall, in the terms of the licences, or permits and/ or

for criminal breach of trust, be liable to compensate the Owner at double rate or any higher, in the event of those materials at the time having higher rate or not being available in the market, then any other rate to be determined by the project head and his decision shall be final and conclusive.

**55. Materials Obtained From Dismantling:**

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 57 and 65 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

**56. Articles of Value Found:**

All gold silver and other materials of any descriptions, precious stones, coins, treasures, relics, antiques and other similar things which shall be found, in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time delivery the same to such person or persons indicated by the Owner.

**57. Inspection of Works:**

57.1 The Engineer-in-Charge will have full power and authority to inspect the works in progress at any time wherever the premises/ workshops situated, of the Contractor, person, firm or corporation where works in connection with the contract may be or where materials are being or intended to be supplied.. The contractor shall afford or procure every facility and assistance to Engineer-in-Charge carry out such inspection. The contractor shall, at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing be present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

57.2 The contractor shall give not less than seven days notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of failure of above the same shall be uncovered and all facilities made available again at contractor's expense for carrying out such measurement or inspection.

57.3 The contractor is to provide at all times during the progress of the work and maintenance period proper means at access with ladders gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer-in-Charge.

**58. Assistance to the Engineer:**

The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instructions and assistance in checking of settling out of works and

in the checking of any works made by the contractor for the purpose of setting out and taking measurements of work.

59. **Discrepancies between instructions:**

Should any discrepancy arise between the various instructions furnished to the contractor or his agents or staff or if any doubt arises on the meaning or implementation of any such instructions or should there be any difference of opinion on the issues, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decisions thereon shall be final and conclusive. No claim on losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall in any event be admissible.

60. **Alterations in Specifications and Designs and Extra Works:**

(a) The Project Head shall have power to make any alterations, in omission from additions to or substitutions, for the schedule of rates, the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out such altered/ extra/ new items of work in accordance with any instructions which may be given to him in writing signed by the Project Head and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time of completion of work may be extended for the part of the particular job at the discretion of the Project Head for any such alterations, additions, or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under the clause shall be worked out in accordance with the following provisions:-

(b) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

(c) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from rates for similar class of work as are specified in the contract for the work. The opinion of the Project head as to whether or not the rates can be reasonably so derived from the items in this contract will be final and binding on the contractor.

(d) If the rates for the additional, altered or substituted work can not be determined in the manner specified in sub-clause (a) & (b) above, then the contractor shall within 7 days of the date of receipt of order to carry out

the work, inform the Project Head of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the project Head shall determine the rate or rates on the basis of the prevailing market rates of materials plus labour cost including equipment hire charge at schedule of hourly/ daily rates plus 15% to cover contractor's supervisions overhead and profit and pay to the contractor accordingly. The opinion of the Project Head to current market rates of the materials and the quantum of labour and equipment involved per unit of measurement will be final and binding on the contractor. The schedule of hourly/ daily rates shall be as enclosed.

**61. Action Where no Specification is issued:**

In case of any class of work for which there is no such specification supplied by the Owner as is mentioned in the tender document such work shall be carried out in accordance with the Indian Standard Specifications. If the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineer in Practice subject to the approval of the Engineer-in-Charge.

**62. Abnormal Rates:**

The contractor is expected to quote the rate for each item after careful analysis of cost involved for the satisfactory performance and completion of item work considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change in specification for any other item. In case the rate quoted by the tenderer for any item are usually high or unusually low it will be sufficient cause of the rejection of the tender unless the Owner is convinced about the reasonableness of the analysis for such rate furnished by the tenderer (on demand) after scrutiny.

**63. Tests For Quality Works:**

**63.1** All materials and workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such tests at contractor's cost as the Engineer-in-Charge may direct at the place of manufacture or fabrication or at the site or at all or any such places. The contractor shall provide assistance, instruments, machines, labour and materials as are required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge.

**63.2** All the tests that will be necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of this Owner if available by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facilities with the Owner, the required laboratory as directed by Engineer-in-Charge.

**63.3** If any tests are required to be carried out in connection with the work or materials or workmanship not supplied by the contractor, such tests shall be



carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

**64. Samples:**

The contractor shall furnish to the Engineer-in-Charge for approval when request or if required by the specifications, adequate samples of all materials and finished to be used in the work. Such samples shall be submitted before the work is commenced and in sample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual work shall be fully equal to the approved samples.

**65. Liabilities for Defect, Imperfections etc. and Rectifications Thereof:**

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of work are unsound or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the Engineer-in-charge may on expiry of notice period rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contract. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

**66. Suspension of Works:**

- (i) Subject to the provision of sub para (ii) of this clause, the contractor shall if ordered in writing by the Engineer-in-Charge, or his representative, temporarily suspend the works or any part thereof such period and such time as so ordered and shall not, after receiving such written orders, proceed with the work therein, ordered to be suspended until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the contractor.
- (ii) In case of suspension of entire work, ordered in writing by the Engineer-in-Charge, for a period of more than two months, the contractor shall have the option to terminate contract.

**67. Possession Prior to Completion:**

The Engineer-in-Charge shall have the right to take possession of or any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract. If such prior possession or use by the Engineer-in-Charge delay the progress of work, equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

**68 Twelve months Period of Liability from the Date of Issue of Completion Certificate:**

68.1 The contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer-in-Charge which is indicated in the completion certificate. Any damage or defect that may arise though remained undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expenses as deemed necessary by the Engineer-in-Charge or in default the Engineer-in-Charge may cause the same to be made good by other agency and deduct expenses (of which the certificate or Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter become due to the contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

68.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this in writing to the notice of the Engineer-in-Charge.

**68.3 Care of works:**

From the commencement of completion of the work, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that on completion the work shall be in good order and in conformity in every respects with the requirements of the contract and the Engineer-in-Charge's Instructions.

**68.4 Defects Prior to Taking Over:**

If at any time before the work is taken over, the Engineer-in-Charge shall:

- (a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of contract (all such matter, being hereinafter, called 'Defects' in this clause) and (b) as soon as reasonably practicable gives to the contractor notice in writing of the said decision specifying particulars of the defects claimed to exist or to have occurred then the contractor shall at his own expenses and with all speed make good the defects so specified.



In case contractor shall fail to do so, the Owner may take, at the cost of contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the owner be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 68.1 of General Conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others.

**68.5 Defect After Taking Over:**

In order that the contractor could obtain a completion certificate he shall make good with all possible speed, any defect arising from the defective materials supplied by the contractor or that may have been noticed or developed, after the works or group of the works has been taken over, the period allowed, for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the owner may proceed to do the work at contractor's Risk and expenses and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the works within one month after date fixed by the contract for the completion of the works, the Owner shall be at liberty to use the work or any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of these works for the issue of completion certificate.

**68.6 Guarantee/Transfer of Guarantee:**

For works like water-proofing, acid & alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the contractor shall invariably engage sub-contractors who are specialists in the field and firms of repute and such a sub-contractor shall furnish guarantees for their workmanship to the Owner, through the contractor. In case such a sub-contractor/firm is not prepared to furnish a guarantee to the owner, the contractor shall give that guarantee to the Owner directly.

## SECTION – VI CERTIFICATE AND PAYMENT

### 69. SCHEDULE OF RATE AND PAYMENTS:

#### 69.1 Contractor's Remuneration:

The price to be paid by the Owner to the contractor for the whole of the work done and for the performance of all the obligations undertaken by the contractor under the contract document shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with clause No. 69.2) and payment to be made accordingly to the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (exception only as and to the extent expressly provided here in ) constitute the sole and inclusive of remuneration of the contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract.

#### 69.2 Schedule of Rates to the Inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completion and handing over the work to the Owner by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract document may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.

Generality of this present provision shall not be deemed to cut down or limited in any way because in certain cases it may and in other cases it may not expressly stated that the contractor shall do or perform a work or supply articles or perform with services at his own cost or without addition of payment or without extra charge or works to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

#### 69.3 Schedule of rates to cover Constructional Plant, Materials. Labours etc.:

Without in any way limiting the provision of other subclauses the schedule of rates shall be deemed to include the cover the cost of all constructional plant, temporary works (except as provided for herein), pumps, materials, labour, insurance, fuel, stores, and appliances to be supplied by the contractor and all other matters in connection with each items in the schedule of quantities and

the execution of the works or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents or as may be ordered in writing during the continuance of the contract.

**69.4 Schedule of Rates to cover Royalties, Rents and Claims:**

The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the articles, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents, and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the owner which the contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or charges if levied on materials, equipment or machinery to be brought to site for use on work, shall be borne by the contractor.

**69.5 Schedule of Rates to cover taxes and duties:**

No exemption or reduction of custom duties, excise duties, sales tax, quay or any port duties, transport charges, stamp duties or Central or State Government or Local Body (or from any other body) or Municipal Taxes or duties, taxes or charges whatsoever will be granted or obtained and all expenses of which shall be deemed to be included in and covered by the schedule of rates. The contractor shall be obtain and pay for all permits or other privileges necessary to complete the work.

**69.6 Schedule of Rates to cover Risk of Delay:**

The schedule of rates shall be deemed to include and cover the risk of all responsibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of the owner in the exercise of his powers and on account of extension of time granted due to various and for all other possible or probable causes of delay.

**69.7 Schedule of Rates cannot be altered:**

For work under unit rate basis no alteration will be allowed in the schedule of rates by reasons of works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates is of fully inclusive rates which have been fixed by the contractor and agreed to by the Owner and cannot be altered.

- 69.7.1 The schedule of rates to cover for working in operating plant. Contractor's rates shall be deemed to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipments and materials from one place to another, so that they do not cause any damage to any person or to the property of the owner or to third party including overhead and underground cable/pipe lines. In the event of such damages including eventual loss of production and operation of the plant or services in any plant or establishment as estimated by the owner or ascertained or by the

third party shall be borne by the contractor. Since the work is to be executed for the expansion of the plant, the rate of the contractor shall also deem to include all interference/obstruction/interruption for which no compensation shall be paid to be contractor.

**70. Procedure For Measurement/ Billing of Work in Progress:**

70.1 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the contractor's authorised agent progressively. Such measurements will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of acceptance by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

**70.2 Billing:**

The contractor will submit a bill in approved proforma in accordance with the contract terms and the agreed billing schedules in quintuplicate to the Engineer-in-Charge giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

70.2.1 The bill shall be submitted by the contractor in computerised formats approved by the owner. The bills along-with floppies containing measurement of work, particulars of materials, recoveries etc. have to be submitted to the owner.

70.2.2 For lump-sum contracts, the payment will be according to agreed billing schedule. No adjustment shall be allowed in lump-sum prices for any variations in the quantities, specifications etc. shall take or a cause to be taken the requisite measurement for the purposes of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

**70.3 Secured Advance on Materials:**

In case of tenders for completed items of works, contractor may be allowed "Secured Advance" on the security of materials brought to site for execution of the contracted items of work to the extent of 75% of the value of materials which go into the completed works as assessed by the Engineer-in-Charge provided that the materials are of an imperishable nature and that formal

agreement is drawn up with the contractor under which the Owner secures a lien on the materials and is safe guarded against losses due to the contractor postponing the execution of the work or to the improper storage &/or misuse of the materials and against the expenses entitled for their proper watch and safe custody. Recoveries of advances so made would not be postponed until the whole of the work entrusted to the contractor is completed. They should be adjusted from his running account bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used and billed for.

**70.4 Dispute in Mode of Measurement:**

In case of any dispute as to the made of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

**70.5 Rounding of Amounts:**

In calculating the amount of each item due to the contractor in every certificate prepared for payment, sum of less than 50 paisa shall be omitted and the total amount on each certificates shall be rounded off to the nearest, i.e. sum of less than 0.50p shall be omitted and sums of 0.50p and more upto one rupee shall be reckoned as one rupee.

**71. LUMPSUMS IN TENDER:**

For the item in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, or determination, the Owner may at his discretion pay the lumpsum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum payable to him, under the provisions of this clause.

**72. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE:**

All Running Account Payment shall be regarded as Payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due Performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the contractor, nor shall it, conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month from the sate of physical completion of the work, otherwise,

the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties.

**73. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT:**

Should the contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the works arising under the terms of this contract he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment within ten days from the ordering of any work or happening of any event upon which the contractor bases such claims and such notice shall contain full particulars of the nature of such claims with necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the Owner to reject any such claim and no delay in dealing therewith shall be waiver by the Owner of any right in respect thereof.

**74. PAYMENT OF CONTRACTOR'S BILL:**

No payment shall be made for works estimated to cost less than Rs. 10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs. 10,000/- the contractor, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc. or any statutory recoveries.

Payment due to the contractor shall be made by the Owner, by Crossed Account Payee Cheque forwarding the same to registered office or the notified office of the contractor. In no case will owner be responsible if the Cheque is mislaid or misappropriated by un-authorized person/ persons. In all cases, the contractor shall present his bill duly pre-receipted on proper revenue stamp.

**All payment shall be made in Indian Currency.**

**75. Receipt For Payment:**

Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractors are described in their tender as limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having authority to give effectual receipt for the company.

**76. Completion Certificate:**

**76.1. Application for completion certificate:**



When the contractor fulfils his obligation under clause 69.4 he shall be eligible to apply for completion certificate in respect of the work by submitting the completion documents along with such application for completion certificate.

The Owner or his representative shall normally issue to the contractor the completion certificate within one month after receiving an application therefor from the contractors after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings, and the contract documents.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

**76.2. Completion Certificate:**

Within one month of the completion of work in all respects, the contractor, shall be furnished with a certificate by the owner or his representative of such completion but no completion certificate shall be given not shall the work be deemed to have executed until all, scaffolding, surplus materials and rubbish is cleared off the site completely not until the work shall have been measured by the Engineer-in-Charge, whole measurement shall be binding and conclusive. The work will not be considered as complete and taken over by the owner, until all the temporary work, labour and staff colonies etc. constructed are removed and work site cleared to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount for all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

**Completion Certificate shall be in 3 parts as follows:**

- (1) Physical/ Mechanical Completion work.
- (2) Satisfactory completion of commissioning of equipment with load.
- (3) Satisfactory completion of guarantee.

The contractor shall clearly indicate the 3 dates separately.

**76.3. Completion Documents:**

For the purpose of Clause 76 the following documents will be deemed to form the completion documents:

- (i) The technical documents according to which the work was carried out.



- (ii) Three sets of construction drawings showing therein the modification and corrections made during the course of execution and signed by the Engineer-in-Charge.
- (iii) Completion Certificate for embedded and covered –up works.
- (iv) Certificate of final levels as set out for various works.
- (v) Certificate of tests performed for various works.
- (vi) Material appropriation statement to the materials issued by the owner for the works and list of surplus materials returned to the owner's store duly supported by necessary documents.
- (vii) Physical/ Mechanical Completion work.
- (viii) Satisfactory completion of commissioning of equipment with load.
- (ix) Satisfactory completion of guarantee.

The Contractor shall clearly indicate the 3 dates separately.

**77. Final Decision And Final Certificate:**

Upon the expiration of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein provided in clause 68.1 and that the contractor has in all respect duly made up all subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the right of the Owner to retain the provisions of relevant clause hereof) otherwise give a certificate, herein referred to as the final certificate, to the effect and the contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.

**78. Certificate And Payments No Evidence of Completion:**

Except the final certificate no other certificate or payment against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract of any part thereof or of occupancy or validity of any claim by the Contractor.

## SECTION – VII

## TAXES AND INSURANCE

### 79. TAXES, DUTIES, OCTROI ETC.

- 79.1. The Contractor shall defray all charges, such as rent, toll local taxes excise duty, other payments and compensations, if any, in connection with the procurement and handling of materials, fabrication and execution of works or any method or process connected with the works or Temporary works.

Sales Tax or any other tax on materials required for the works as also Tax on works contract shall be payable by the Contractor and the Owner will not entertain any claim whatsoever in this regard.

- 79.2. Notwithstanding anything contained elsewhere in the contract, the owner shall deduct at source from the payments due to the contractor, the taxes as required under Section -13-AA of the Orissa Sales Tax Act or as amended from time to time or under any other statute. The amounts so deducted shall be deposited by the Owner with the Sales Tax authorities as per Law. It is for the contractor to deal with the Sales Tax authorities directly in respect of any claim or refund relating to the above deductions and the owner shall not be liable or responsible for any claims or payments or reimbursement in this regard.

### 80. INSURANCE:

Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Owner as follows:

#### 80.1 Employees State Insurance Act:

The contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act., 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability of penalty which may be imposed by the Central, State or Local authority by the reason of any asserted violation by contractor or Sub-contractor of the Employee's State Insurance Act, 1948 and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to fill in with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees, whose aggregate remuneration is Rs. 560.00 per month or less and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's

contribution cards at wages payments intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employees State Insurance Corporation Account, the employee's contribution as required by the Act. The contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1984, have been paid. This will be pending on the contractor when the Employees State Insurance Act is extended to the place of work.

**80.2 Workmen Compensation and Employees Liability Insurance:**

Insurance shall be affected for all the contractor's employees engaged in the performance of this contract. If any of the work is subject, the contractor shall require the sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the contractor insurance.

**80.3 Any other insurance required under Law or Regulations or by Owner:**

Contractor shall also carry and maintain any and all other insurance, which he may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Owner.

**80.4 Accident or Injury to workmen:**

The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the contractor or any sub-contractor save and except an accident or injury resulting from any act or default of the Owner, his agents or servants and the contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

**80.5 Transit Insurance:**

In respect of all items to be transported by the Contractor to the site of work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost.

**81 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY:**

81.1 Contractor's rate shall deem to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipment and materials from one place to another so that they do not cause

any damage to any person or to the property of the Owner or to a third party including over head and underground cables, pipelines. In the event of such damages including eventual loss of production and operation of the plants or services in any plant or establishment as estimated by the Owner or ascertained or by the third party shall be borne by the Contractor.

81.2 Contractor shall also be responsible for making good to the satisfaction of the Owner any loss or any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by owner or by other agency within the premises of all the work or Owner. If such loss or damages is due to fault and or the negligence or willful acts or omission of the contractors, his employees, agents, representatives or sub-contractors.

81.3 The contractor shall indemnify and keep the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/ or negligence or willful acts or omission of the contractor, agents, representative or sub-contractor.

**82 DEMURRAGE DUES:**

The contractor shall pay demurrage charges incurred by the Owner because of the contractor's failure to load or unload any goods or materials within the time allowed by the Railway and/ or Transport Agency for such loading or unloading as charges incurred by the contractor within the permissible time as also charges due on consignments booked by or to him. In case the contractor fails to pay these charges, these charges shall be deducted from any sums, which may be due or become due to the contractor in terms of this contract and/ or any other contract.

## SECTION – VIII LABOUR LAWS AND ARBITRATION

### 83 LABOURER LAWS:

Contractor shall comply with any and all laws, ordinances, regulations and decision of courts (which shall be deemed to be a part of this Agreement) concerning the health, sanitary arrangements, wages, welfare, safety and employment of any and all of his workers upon the Project or any portion thereof and shall exclusively bear the consequences of failure to comply therewith Contractor shall Indemnify and hold Engineer and Owner harmless from any claims, fines or penalties which may be made against Engineer or Owner as result of Contractor's failure to fulfil these obligations.

Without limiting the generality of the foregoing, Contractor shall fully comply with.

The contractor shall obtain clearance from the Labour Department regarding the compliance of the labour laws on 6 monthly basis and submit to the owner for record.

- (i) No labour below the age of 18 (eighteen) years shall be employed on the work.
- (ii) The contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- (iii) The contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof .
- (iv) The contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- (v) If the contractor is covered under the contractor labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the contract.
- (vi) The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his 18 (eighteen) years of age.
- (vii) The Contractor shall furnish to the Engineer-in-Charge the distribution return of the number and description, by trades of the work people

employed on the works. The Contractor shall also submit on the 4<sup>th</sup> and 19<sup>th</sup> of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstance-under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.

- (viii) The contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1938, Employees Liability Act 1928, Workmen's Compensation Act, 1923, Industrial Dispute Act 1947, the Maternity Benefit Act 1961, Employees Provident Fund Act, 1952 and Contract Labour regulation and abolition Act 1937, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- (ix) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or Workers by reason of non-fulfillment of the Conditions of the Contractor for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- (x) The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his sub-contractors. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers the Contractor shall without prejudice to any other liability pay to the owner a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach of furnishing, making submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the contractor's default continuing in this respect the liquidated damages may be enhanced to Rs. 50.00 per day of default subject to a maximum of one percent of the estimated cost of the works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under these acts. The decision of the Engineer-in-Charge in this respect shall be final and binding.

**84 Implementation Of Apprentices Act 1961:**

The contractor shall comply with the provisions of the Apprentices Act 1961 and the Rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising of any violation by him of the provisions of the Act.

**85 Contractor to Indemnify the Owner:**

85.1 The contractor shall indemnify the Owner and every member, Officer and employee of the owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matter referred to in clause 81 and elsewhere and all actions, proceedings, claims demands costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damage and compensation and against all claims, damages, proceedings, costs, charges and expenses whatsoever thereof or in relation thereto.

**85.2 Payment of Claims and Damages:**

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the cost incurred by the Owner shall be charged to and paid by the Contractor and the contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary.

85.3 In every case in which by virtue of the provisions of section 12, sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workman Compensation act or any other act, the Owner is obliged to pay compensation to workman employed by the contractor in execution of the works, the Owner will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub-section (2) of the said act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under section 12 sub-section (I) of the said Act except on the written request of the contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable in consequence of contesting such claims.



**86. Health and Sanitary Arrangements For Workers:**

- 86.1 In respect of all labour directly or indirectly employed in the works for the performance the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.
- 86.2 The contractor shall provide in the labour colony all amenities such as Electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

**87. Arbitration:**

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

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons.

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

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever sole Arbitrators shall be appointed as aforesaid. The work under the contract shall, however continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award/ awards.

The venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants, it may, as and when required, be held at the place where the site of work is situated.

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

The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid, the provisions of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force shall apply to the arbitration proceeding under this clause.

For Public Sector Enterprises guidelines as per the circular of BPE No. 15/9/86-BPE (FIN) dated 30.03.89 as amended time to time will be followed.

## **88. Jurisdiction/ Governing Laws:**

### **(a) Jurisdiction:**

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

### **(b) Governing Laws:**

The contract shall be governed by and constructed according to the laws in force in INDIA.

## SECTION – IX SAFETY CODE

### 89. GENERAL:

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein. Prior to start of construction, contractor will be furnished copies of Owner's 'Safety Code' for information and guidance, if it has been prepared.

### 90. SAFETY REGULATIONS:

90.1. In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per (i) Safety codes of CPWD & Indian Standards Instructions (ii) The electricity Act, (iii) The Mines Act, and (iv) Regulations. Rules and orders made thereunder and such other acts as applicable.

90.2. The contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, contractor shall consult Owner's Safety Engineer or Engineer-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done under this contract or to any of the Owner's existing property.

### 91. First Aid and Industrial Injuries:

(i) Contractor shall maintain first aid facilities for his employees and those of his subcontractors.

(ii) Contractors shall make outside arrangements for ambulance service and for treatment of industrial injuries. Name of those providing these services shall be furnished to Owner prior to start of constructions and their telephone numbers shall be prominently posted in Contractor's field office.

(iii) All critical industrial injuries shall be reported promptly to owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physical shall be furnished to the Owner.

### 92. General Rules:

Smoking within the Battery Areas, rank farm, or dock limits is strictly prohibited. Violators of the "No Smoking" rules shall be discharged immediately.

### 93. Contractor's Barricades:

(i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

- (a) Excavations.
  - (b) Hosting Areas.
  - (c) Areas adjudged hazardous by Contractor's or Owner's Inspectors.
  - (d) Owner's existing property subject to damage by Contractor's operation.
  - (e) Rail road unloading spots.
- (ii) Contractor's employees and those of his sub-contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
  - (iii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

**94. Scaffolding:**

- (i) Suitable scaffoldings should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used a Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- (ii) Scaffolding or staging more than 4 metres above the ground or floor swing on suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along with entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of gangway or the stairway is more than 4 metres above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. The width between the side rails in run ladder shall in no case be less than 30 cm. For ladder up to and including 3 metres in length; for longer ladders this width should be

increase at least 15 mm for each additional metre of length. Uniform step spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

**95. Excavation and Trenching:**

All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 M length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metres in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

**96. General Safety:**

- (i) Before any demolition work is commenced and also during the process of the demolition work.
  - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- (ii) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge, should be kept available for the use of the persons employed at the site and maintained condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by persons concerned as outlined below:

- (a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- (b) Those engaged in white washing and mixing or stacking of cements bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding and cutting works, shall be provided with protective face and eye –shields, hand gloves etc.
- (d) Stonebreakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that the manhole cover are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
- (f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:
  - (1) No paint containing lead or lead products shall be used except in the form paste or readymade paint.
  - (2) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - (3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them on cessation of work.
- (iii) When the work is done near any place where there is a risk of drowning all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- (iv) Use of hoisting machines and tackles including their attachments anchorage and supports shall conform to the following standard or conditions:
  - (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
  - (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

- (c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to the operator.
- (d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (e) In case of department machines, the safe working load shall be notified by the Engineer-in-Charge. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge.
- (v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe-guards. Hoisting appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precaution should be taken to reduce to the minimum the risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves sleeves and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors or electricity.
- (vi) All scaffolding, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffoldings, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of works.
- (vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- (viii) The ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the welfare officer Engineer-in-Charge or safety Engineer of the Administration or their representatives.
- (ix) Notwithstanding the above clauses there is nothing in these to exempt the contractor from the operations of any other Act or rules in force in the Republic of India. The works throughout, including any temporary works, shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in vicinity thereto or any existing works whether the property of the Administrations or of a third party.



**97. Care in handling Inflammable gas:**

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/ inflammable liquids/ paints etc. as required under the law and/ or as advised by the fire authorities of the Owner.

**98. Temporary Combustible Structures:**

Temporary combustible structures will not be built near or around work site.

**99. Precautions Against Fire:**

The Contractor will have to provide Fire Extinguisher/ Fire Buckets and drums at work site as recommended by Engineer-in-Charge. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer-in-Charge. Temporary combustible structures will not be build near or around the work-site.

**100. Explosives:**

Explosives shall not be stored or used on the works or on the site by the contractor without the permission of the Engineer-in-Charge in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the works they shall be stored in a special magazine to be provided at the cost of the contractor in accordance with the Explosive Rules. The contractor shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the contractor and the contractor shall indemnify the owner against any loss or damage resulting directly or indirectly therefrom.

**101. Mines Act:**

101.1 Safety Code: The contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provides necessary facilities as aforesaid. The Engineer-in-Charge shall be entitled to do so and recover the costs thereof from the Contractor.

101.2 Failure to comply with Safety code or the provisions relating to report on accidents and to grant of maternity benefits to female worker shall make the Contractor liable to pay Company liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officer or from representatives of Engineer-in-Charge shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor from all the provisions of the Mines Act 1952 or any statutory modification's or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the

persons employed by him under this contractor and shall indemnify the Owner from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of and persons employed by him or otherwise.

**102. Preservation of Peace:**

The Contractor shall taken requisite precautions and use his best endeavors to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed on the works and for the preservation of peace and protection of the inhabitants and Security of property in the neighborhood of the work. In the event of the Owner requiring the maintenance of a special Police force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Owner shall be recoverable from the Contractor.

**103. Outbreak of Infectious Diseases:**

The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer-in-Charge's Representative. Should Cholera, Plague or other infectious diseases break out the Contractor shall burn the huts, bedding clothes and other belonging of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which within the time specified in the Engineer's requisition, the work may be done by the Owner and the cost thereof recovered from the Contractor.

**104. Treatment of Contractor's Staff in Company's Hospital:**

The Contractor and his staff, other than labourers and their families requiring medical aid from the Owner's hospitals and dispensaries will be treated as private patients and charged accordingly. The contractor's labourers and their families will be granted from treatment in the Owner's hospitals and dispensaries where no other hospitals or dispensaries are available provided the contractor pays the cost of medicines dressing and money accordingly to the normal scale as also additional charges if any for special examination e.g. X- Ray etc.

**105. Use of Intoxicants:**

The sale of dent spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of Contractor or any of his employee is forbidden and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the contractor shall abide by the safety code provision as per CPWD safety code and Indian Standard Code framed from time to time.

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

B. G. No. \_\_\_\_\_

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

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called "The Company Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No. ....for .....  
..... (hereinafter called "the said tender") to M/s. ....(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs. ....(Rupees .....only) towards earnest money in lieu of cash.
2. WE .....Bank having its branch office at .....do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the 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 dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WE .....Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is

finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.

6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the 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.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer (s).

Date.....  
Corporate Seal of the Bank

.....Bank  
By its constitutional Attorney

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

Note: BGs to be furnished from any of the banks listed earlier.

**BANK GUARANTEE FOR SECURITY DEPOSIT**

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

B. G. No. \_\_\_\_\_

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

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its 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 exempt M/s. ....(Hereinafter called “the said Contractor (s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No. .... dt. ....of cash security deposit for the due fulfillment by the said contractor(s) seller(s) of the terms and conditions contained in the said Contract(s)/Order(s), on production of Bank Guarantee for Rs. ....(Rupees.....only).
2. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) or ders(s) or by reasons of the said Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s) including defect liability obligations or that the amount covered under this guarantee is forfeited. Any such demand made on the Bank by the 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 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 present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the 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 respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. We .....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly Authorised officer of the company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully

and properly carried out by the said contractor(s) and accordingly discharges the guarantee.

6. We .....Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

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

BGs to be furnished from any of the banks listed as per Annexure.

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

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

B. G. No.....

Date.....

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its office at .....(hereinafter referred to as “The Company/Owner” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. .... / has placed a purchase order on M/s.....( hereinafter referred to as “Contractor(s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for .....on the terms and conditions as set out inter alia, in the Company’s contract No./ P.O. No. ....date .....and various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors.

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the 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 defect liability obligations” and the performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the “said contract.”

2. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the 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)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the 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 respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. We .....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. We .....Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly

Authorised person

On behalf of the Bank

With seal & signature code

BGs to be furnished from any of the banks listed as per Annexure.

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

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

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

- 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.

## **LIST OF STANDARDISED BANKS**

Please refer to ANNEXURE - XI,  
which will supersede this list

### **SCHEDULED PUBLIC SECTOR BANKS (INDIAN)**

1. State Bank of India.
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore.
5. State Bank of Mysore.
6. State Bank of Patialia.
7. State Bank of Saurashtra
8. State Bank of Travancore.
9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda.
12. Bank of India
13. Bank of Maharashtra
14. Canara Bank
15. Central Bank of India
16. Corporation Bank
17. Dena Bank
18. Indian Bank
19. Indian Oversea Bank
20. Oriental Bank of Commerce
21. Punjab National Bank
22. Punjab and Sid Bank
23. Syndicate Bank
24. Union Bank of India
25. *United Bank of India (Deleted)*
26. UCO Bank
27. Vijaya Bank.

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## **LIST OF STANDARDIED BANKS**

### **SCHEDULED PRIVATE SECTOR BANKS (INDIAN)**

1. Vyasa Bank
  2. UTI Bank Ltd.
  3. SBI Commercial & International Bank Ltd.
  4. ICICI Banking Corporation Bank Ltd.
  5. HDFC Bank Ltd.
  6. IDBI Bank Ltd.
- 

### **SCHEDULED FOREIGN BANKS**

1. American Express Bank Ltd.
  2. ANZ Grindlays Bank Plc
  3. Bank of American NT & SA
  4. Bank of Tokyo Ltd.
  5. Banque Nationale de Paris
  6. Barclays Bank Plc
  7. Citi Bank N.A.
  8. Deutsche Bank A.G.
  9. Hongkong & Shanghai Banking Corporation.
  10. Standard Chartered Bank
  11. The Chase Manhattan Bank Ltd.
  12. Dresdner Bank AG.
-

**DETAILS OF WORKS OF SIMILAR NATURE & MAGNITUDE CARRIED OUT  
DURING THE LAST 5 YEARS**

<b>Sl. No.</b>	<b>Name of work done</b>	<b>Estimated cost</b>	<b>When started</b>	<b>When completed</b>	<b>Date of Completion As per contract.</b>	<b>Remarks</b>
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- 
- Note :** 1. In the remarks column, please state whether the works stated above are carried out by you in the name of the Firm in which the present Bid is submitted or any other names, if later, state relationship of the firm and also a copy of the Partnership Deed.
2. Please enclose the true copy of the certificate issued by the authorities, if any.

***Signature of Bidder***

Name of Work:

Name of Tenderer:

### CONCURRENT COMMITMENTS OF THE TENDERER

Full Postal Address of Client & Name of Officer-in-Charge	Description of the work	Value of contract	Date of commencement of work	Scheduled Completion period	Percentage Completion as on date	Expected date of completion	Remarks if any

***SIGNATURE OF BIDDER***



NAME OF WORK:

NAME OF TENDERER:

**DETAILS OF EQUIPMENT, TOOLS & TACKLES**

Tenderer shall submit herein details of equipment, tools, tackles, etc required to perform the work and shall note in each case whether the same is (a) already owned by tenderer and available for use on this contract (b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor, in case of (a) anticipated (b) and (c) Location of hirer or supplier shall be stated.

<b>Sl. No.</b>	<b>Description, Make &amp; Capacity</b>	<b>Year of Manufacture</b>	<b>Category (a) or (b) or (c) below</b>	<b>Location</b>	<b>Remarks</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>

1. Contractor agrees to augment the above chart with additional number/ categories of equipment, if required to complete the work within the agreed time schedule of completion and directed by the Engineer-in-charge.
2. In case of hiring of equipment from other agencies, copies of the arrangements made with the hirer/ supplier shall have to be furnished.

*(Signature of Bidder)*

**DETAILS OF MINIMUM MANPOWER PROPOSED TO BE  
DEPLOYED ON THIS WORK**

Sl. No.	Details of Manpower	No.	Remarks
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Note : Please furnish the above details in two categories – To be deployed by (I) Contractor and (ii) Sub- contractors.

Minimum manpower deployment shall be based broadly as above and will be modified as mutually agreed to suit the detailed construction programme jointly worked out; further if any additional man power is required for completion of work in time, the same shall be provided by you as directed by Engineer without any extra cost.

The manpower proposed to be deployed in the work needs to be given quarter wise separately for direct personnel of the contractor and the manpower proposed to be deployed through the sub-contractors.

***(Signature of Bidder)***

**ORGANISATION CHART SHOWING NO. OF QUALIFIED  
ENGINEERS & SUPERVISORY PERSONNEL ETC.**

<b>Sl. No.</b>	<b>Details of personnel to be deployed on this work</b>	<b>No.</b>
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**Note:** Names and short resume of their experiences may also be given for key personnel.

The tentative chart of your site organisation as above furnished by you shall be subject to variation to suit the construction programme/ requirement and as directed by Owner/ Engineer.

*(Signature of Bidder)*

**LIST OF PROPOSED SUB CONTRACTORS**

Sl. No.	Name of sub-contractor	Description of work or trade	Amount (Rs.)
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- 
- 1) Types of work executed by the sub-contractors.
  - 2) The particulars of clients where the sub-contractors did the works.
  - 3) Approximate value of the work carried by the sub-contractors in the last 3 years.

***(Signature of Bidder)***

**PPROGRESS BILLINGS**

(Bidder's anticipated progress billing month by month to be inserted here)

Tentative construction schedule indicating the expected dates of start of activity is to be given by the contractor. This schedule shall be updated within specified milestones from time to time depending upon the availability of fronts equipment and priorities fixed by Engineer. Contractor shall submit within 15 days of the date of letter of intent programme/ schedule for supply of items covering all phases of work including design, procurement, manufacture, assembly, fabrication, testing, transportation, erection, testing at site and commissioning matching the overall completion schedule.

The billing as well as all the connected documents shall be computerized.

***(Signature of Bidder)***

NAME OF WORK

NAME OF TENDERER :

**INFORMATION ABOUT TENDERERS (FORM – H)**

- 1.0. In case of Individual:
  - 1.1. Name of Business:
  - 1.2. Whether his business is registered:
  - 1.3. Date of Commencement of Business:
  - 1.4. Whether he pays Income Tax over Rs. 10,000/- per year:
- 2.0. In case of Partnership:
  - 2.1. Name of Partnership with qualification:
  - 2.2. Whether the Partnership is Registered:
  - 2.3. Date of Establishment of firm:
  - 2.4. If each of the partners of the firm pays Income Tax over Rs. 10,000/- a year and if not, who of them pays the same.
- 3.0. In case of Limited Liability Company or Company Limited by Guarantees:
  - 3.1. Amount of paid of capital:
  - 3.2. Name of Directors:
  - 3.3. Date of Registration of Company:
  - 3.4. Copies of the Balance Sheet of the Company of the last two years:

Copies of audited Profit & Loss Account and the Balance sheet shall be enclosed in case of Individuals, partnerships as well as limited companies for the last 3 years.

**(Signature of Bidder)**  
**Name & Address of the Bidder**

NAME OF WORK:

NAME OF TENDERER:

**LIST OF ENCLOSURES (FORM– I)**

The tenderer is required to enclose the following documents as part of his tenderer.

1. Power of attorney of the signatory to the tender.
2. Income Tax/ Sales Tax Clearance Certificate in the proforma prescribed by the Govt. of India.
3. Documents showing annual turnover for similar works for the past two years such as annual report, profit and loss account etc.
4. Solvency Certificate by Nationalized Schedule Bank.

***(Signature of Bidder)***

**\*\* In absence of Income Tax Clearance Certificate tenderer may not be awarded the work tendered for as per Central Govt. Directives.**

NAME OF WORK:

NAME OF TENDERER:

**EXCEPTION AND DEVIATION (FORM – J)**

As pointed out in the NIT/ LIT, tenderer may stipulate here exceptions and deviations to the tender conditions, if considered un-avoidable.

Sl. No.	Page No. of tenderer document	Sl. No. of tender document	Subject	Deviation
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***(Signature of Bidder)***



### AMENDMENT TO GCC

Sl No.	Clause No	Brief Description of Clause	Modification
01	2.3  2.3.10	Power Supply	<p>i) Clause No. 2.3 of General Condition of Contract stands modified to the following extend:</p> <p>The cost of construction power appearing in the 10<sup>th</sup> and 11<sup>th</sup> line as Rs 1/- per kwh shall be read as Rs.4.30 (Rupees four and thirty paise only) per kwh</p> <p>The state Electricity Inspector appearing in the second line shall be read as 'Central Electricity Authority at Chennai'.</p>
02	2.4	Land for Contractor's Field office, Godown and Workshop	<p>Clause No. 2.4 of General Condition of Contract modified to the following extend:</p> <p>"The owner shall provide land to the Contractor for their offices, godown and workshop "</p>
03	2.5	Land for Residential Accommodation	<p>Clause No. 2.5 of General Condition of Contract modified to the following extend:</p> <p>"The land for residential accommodation for staff and labour may be made available to Contractor outside plant boundary limit."</p>
04	22	Extension of time	<p>The word "any one" appearing in the end of the second para of Clause No. 22.0 shall be read as "OWNER".</p>
05	52.3.6	Return of unutilised materials and scrap/wastage.	<p>i) The words "SAIL, Bhubaneswar stock yard rate" appearing in 3<sup>rd</sup> line of first para shall be replaced by "Landed cost".</p> <p>ii) The words " Rs.7000/- per tonne" Appearing in last para shall be replaced by " twice the landed cost of materials".</p>
06	53 (xv)	Conditions for issue of materials	<p>The contents of the sub-clause No.53.(xv) shall stand deleted and replaced with the following:</p> <p>"For the free issue materials, the following norms shall be adopted:</p> <p>i. For issue of materials within plant boundary wall limit, the Contractor shall submit only indemnity bond for the entire value of the materials issued to them free of cost as Clause 53 (ix) of GCC.</p> <p>ii. For the materials which are issued to out side plant boundary like township etc., the Contractor shall furnish Bank Guarantee equivalent to 20 % of value of materials and indemnity bond for the 80</p>

Sl No.	Clause No	Brief Description of Clause	Modification
			<p>% value of the materials.</p> <p>iii. For materials taken out side Damanjodi/ Angul to the vendor's Shop, 100 % Bank Guarantee against value of the materials will be submitted by the vendor before taking of the materials. The Indemnity Bond and the Bank Guarantee shall remain valid till the material account is totally settled.</p>
07	60 (c)	Alterations in Specifications and Design and Extra Works	The words "including equipment hire charges at Schedule hourly/ daily rates" appearing in 7 <sup>th</sup> line shall be replaced by the words " prevalent at site the time of execution".
08	60(d)	Alterations in Specifications and Design and Extra Works	<p>Add new sub-Clause 60 (d) as follows:</p> <p>"The quoted prices/rates indicated in Schedule of Rates shall remain firm for all variations in contract value within range of (+) 50 % and (-) 25 % for the entire duration of the contract. In case the actual contract value varies from the awarded contract value beyond the above mentioned limit than adjustment to contract value shall be made in accordance with procedure specified in proforma for adjustment for increase/ decrease in contract value enclosed as per Annexure to SCC."</p>
09	76.3 (ii)	Completion documents	<p>Clause No. 76(ii) of General Condition of Contract shall be replaced by:</p> <p>"Six sets of construction drawings showing there in execution of the work duly approved by Engineer-in-charge and one set of reproducible on polyester film."</p>
10	80.1	Employees State Insurance Act	Delete the word "whose aggregate remuneration is Rs.560.00 per month or less and" appearing in the 3 <sup>rd</sup> & 4 <sup>th</sup> line of the 2 <sup>nd</sup> para of this sub clause.
11	New Sub clause	-	<p>Add a new clause designated as Sub clause 80.6 after existing Cl no. 80.5,</p> <p>"80.6 – The contractor shall comply with all relevant and applicable statutory provisions in respect of the workers engaged by him at his cost and above stipulation are only indicative are not exhaustive."</p>

Sl No.	Clause No	Brief Description of Clause	Modification
12	83 (viii)	Labour Laws	<p>Clause 83 (viii) of GCC shall be modified to the following extent:</p> <p>Add the words “<i>all relevant statutes at their own costs including</i>” between the words “<i>provisions of</i>” and “<i>the payment of Wages Act 1936</i>” appearing in the first line of this sub-clause.</p> <p>Provided further that-</p> <p>a) The payment of minimum wages to contract labour shall be as per the rates notified by the Central Govt. as per Minimum Wage Act, 1948 and as adopted by the NALCO Management from time to time including any additional element and statutory dues there on</p> <p>b) The minimum wage as notified by the Chief Labour Commissioner (Central) has a variable component as Special Allowance which is linked to average AICPI for Industrial workers, which keeps on changing every six months. The contractor has to absorb all such variations due to increase in Minimum wage in their quoted price, and no claim whatsoever on this account shall be entertained.</p> <p>c) Where the minimum wages notified by the concerned State Government are higher than the rates notified by Central Government, the State Government rates should apply in concerned <i>scheduled employment</i> as long as the same remains higher than the Central Government rates</p> <p>d) The classification of workers in different categories will be as per the notification issued by the Central Government fixing the minimum wages for the above scheduled appointment.</p>
13	New Clause	Jurisdiction/ Governing Law	<p>Add a new clause designated as Sub clause 88 (c) after existing Cl no. 88 (b)</p> <p>All the works that will be carried out inside the factory premises shall attract the provisions of factory act for the contract labourers engaged therein.</p>

Sl No.	Clause No	Brief Description of Clause	Modification
			<p>The Contractor, before commencement of work will arrange medical examination at his cost and shall submit the certificate of fitness in respect of the workers in the prescribed form from the nearby District HQ hospital or any Govt. Hospital for his workers, who will be handling or working with hazardous substance.</p> <p>In respect of contracts having more than one year, the medical check up of such workers shall have to be repeated by the contractor on completion of every one year.</p>
14	79	Taxes & Duties	<p>The rates quoted by the tenderer will cover all the taxes, duties, and levies as applicable on the date of bid/ revised bid (if any).</p> <p>-In case of any imposition of <u>new taxes</u> by Govt notification at a later date, same shall be reimbursed to the contractor against submission of authentic document towards payment of such taxes by them.</p> <p>-In case of revision of rate of Works Contract Tax by Govt notification, same shall be reimbursed to the contractor against submission of documentary evidence towards payment of such extra amount by them.</p>
15	74	Payment of Contractor's Bill	<p>Insert the following after the last para:</p> <p>“However, owner prefers to release the payment due to the contractor electronically. The e-payment facility is available under INTERNET mode through company banker as well as in NEFT/RTGS mode through designated enabled branches. The contractor shall submit duly filled Bank Mandate form in duplicate with due authentication from their banker to avail e-payment facility. The payment of Rs. 1 lakh and above shall be made only through e-mode. The prescribed mandate form is appended as Appendix to GCC. The bid documents submitted without bank mandate is liable for rejection”</p>

(To be submitted in duplicate)

**MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI**

To  
National Aluminium Company Limited,

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Dear Sir,

Sub: Authorization for release of payment due from NALCO, \_\_\_\_\_ through  
Electronic fund transfer(RBI-EFT)/Internet / RTGS.  
Refer Order No.....dt.....and/or Tender/Enquiry/Letter No.....dt.....

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

1. Name of the Party :  
2. Address of the party :  
.....  
.....  
City :.....Pin Code:.....  
E-mail Id: .....  
Permanent Account Number :.....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No			
(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 ف	Current ف	Cash Credit ف
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 EFT / Internet / RTGS.

Place:

Date:

Signature of the party/Authorized Signatory

-----  
Certified that particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

**N.B. :** RBI EFT / RTGS facilities Centre:  
New Delhi, Chandigarh, Kanpur, Jaipur, Ahmedabad, Mumbai, Nagpur, Hyderabad, Bangalore, Chennai,  
Trivandrum, Kolkata, Bhubaneswar, Guwahati, Patna.

**N.B. : RTGS charges if any, is to be borne by the party.**

(To be submitted in duplicate)

## MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET

To  
National Aluminium Company Limited,

-----  
-----  
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Dear Sir,

Sub: Authorisation for release of payment due from NALCO, \_\_\_\_\_ through  
Electronic fund transfer by Internet Mode .  
Refer Order No.....dt.....and/or Tender/Enquiry/Letter No.....dt.....

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

1. Name of the Party :  
2. Address of the party :  
.....  
.....  
City :.....Pin Code:.....  
E-mail Id: .....  
Permanent Account Number :.....

3. Particulars of Bank:

Bank Name			Branch Name										
Branch Place			Branch City										
Pin Code			Branch Code										
Account Type	Savings ف		Current ف	Cash Credit ف									
Account Number(as appearing in the Cheque Book)													
Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number .													

4. Date from which the mandate should be effective :

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

Place:

Date:


Signature of the party/Authorized Signatory

-----  
Certified that particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
<b>NIT DOCUMENT</b>	<b>ANNEXURE-IV - ADDENDUM TO TENDER DOCUMENTS (COMMERCIAL)</b>	NIT No: NBC/MM/504/800000958/ABIS/2025	REV. 00 DTD. 24/07/2025

## **ANNEXURE - IV**

### **ADDENDUM TO TENDER DOCUMENTS (COMMERCIAL)**

#### **1.0 SCOPE**

- 1.1 The subject tender is issued to the main bidder with all the contractual responsibilities for the execution of entire work resting on the main bidder. Main bidder in turn may associate reputed Indian company for carrying out the works and supplies from India including site activities at the Project Site.
- 1.2 The overall responsibility of the scope of work / supply covered under the above separate contracts including project management up to successful Commissioning and handing over of plant / equipment / system to the Owner shall be with the main bidder. A separate agreement / MOU amongst the main bidder and Indian associate company may be signed before order finalization.
- 1.3 The prospective associate Indian Company's credentials should be informed to the Owner for their acceptance. Necessary commercial data for evaluation of Indian Associate (as mentioned below) should be furnished. Bidder is also expected to be ready with name of alternative associate, in case proposed Indian Associate is not acceptable.
  - (i) Document showing annual turnover for similar works for the past three years.
  - (ii) Annual Report, certified profit and loss statement etc. for the last three years.
  - (iii) Concurrent commitments giving details namely start date, value, expected date of completion, and contact person with Telephone No. etc.
  - (iv) Solvency certificate from Nationalised / Scheduled Bank.
- 1.4 The Effective Date of Order shall be considered as the date of Notification of Award/ Brief Order/ Purchase Order. All contractual obligations shall commence from the Effective Date of Order.
- 1.5 The vendor must submit the itemized list of Two Years O&M Spares & Consumables in their offer. The itemized un - priced list is to be submitted in Part - I Bid and the itemized price list is to be submitted in Part - II Bid. Vendor also must submit estimated requirements of spares consumption per annum. The Two Years Spares & Consumables shall not be considered for comparison. The order for these spares shall be placed separately. Hence, the quoted prices of Two Years Spares shall be valid for **three months** beyond the validity of main offer.

#### **2.0 PAYMENT TERMS**

##### **2.1 Interest Bearing Advance**


- 2.1.1 Interest bearing recoverable advance shall be paid to the vendor/ supplier, if requested, in not less than two installments in case the advance sought is up to 10% of the order value (excluding taxes & duties).

The rate of interest of such advance shall be based on MCLR (1-year-tenor) of State Bank of India (SBI) as declared/ published in the month of April of that financial year plus 1%. The rate of interest shall be made variable instead of fixed for the entire tenure of the contract.

##### **2.1.2 Submission of Advance Bank Guarantee (ABG) as per Contract terms by vendor/supplier.**

If the advance amount is up to 10% of the contract value, the amount of Advance BG (ABG) to be submitted by the vendor shall be 110% of the advance amount. If the advance amount is above 10% of the contract value, the amount of Advance BG (ABG) to be submitted by the vendor shall be 115% of the advanced amount. The ABG shall be valid up to the completion period plus one-month, shall be from any bank as per list provided by NALCO and in a format acceptable to the NALCO.

The contractor/ supplier shall at the request of NALCO suitably extend the validity of the ABG for such period as may be required.

 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
<b>NIT DOCUMENT</b>	<b>ANNEXURE-IV - ADDENDUM TO TENDER DOCUMENTS (COMMERCIAL)</b>	NIT No: NBC/MM/504/800000958/ABIS/2025	REV. 00 DTD. 24/07/2025

The advance shall be paid as follows:

### 2.1.3 For Supply Portion:

1. The advance will be interest bearing and recoverable.
2. The advance shall be paid to the vendor/ supplier, if requested by them, in not less than two installments in case the advance sought is up to 10% of the order value (excluding taxes & duties) and in not less than three installments in case the advance sought is above 10% of the order value (excluding taxes & duties).
3. Advance shall be made against submission of CPBG as per Contract Terms and submission of ABG for amount as mentioned at Para –2.1.2 above respectively.
4. The second and subsequent installments of the advance amount shall be paid after submission of utilization certificate with supporting documents by the vendor/ supplier for the previous installments paid for execution of this contract only. If it is found that, the said advance has been utilized by the vendor/ supplier in whole or part for any other purpose; NALCO may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to the NALCO, recover the same by recourse to forfeiture the Bank Guarantee(s).
5. Contractor/ Supplier may submit multiple BGs (each BG should not be less than 25% of the advance amount) for facilitating release of BG amount equivalent to advance realized from their invoice.
6. Recovery of advance shall start from 1<sup>st</sup> Invoice and will continue till the full advance amount and interest is recovered.
7. No commercial loading shall be done on account of payment of advance if the vendor agrees to interest bearing advance as per our NIT.

### 2.1.4 For Site Work:

1. The advance will be interest bearing and recoverable.
2. The advance shall be paid to the Contractor, if requested by them, in not less than two installments in case the advance sought is up to 10% of the order value (excluding taxes & duties) and in not less than three installments in case the advance sought is above 10% of the order value (excluding taxes & duties).
3. Advance shall be made against submission of CPBG as per Contract Terms and submission of ABG for amount as mentioned at Para –2.1.2 above.
4. The second and subsequent installments of the advance amount shall be paid after submission of utilization certificate by the vendor/contractor for the previous installments paid for execution of this contract only and satisfactory site Mobilisation by the contractor duly certified by the Engineer-In-Charge. If it is found that, the said advance has been utilized by the vendor/contractor in whole or part for any other purpose; NALCO may at its discretion forthwith recall the entire advance and without prejudice to any other right or remedy available to NALCO, recover the same by recourse to forfeiture of the Bank Guarantee(s).
5. Recovery of advance paid shall start from 1<sup>st</sup> Running Account (RA) Bill and will continue till the full advance amount and interest is recovered.
6. No commercial loading shall be done on account of payment of advance if the vendor agrees to interest bearing advance as per our NIT.


**The following Payment Terms will be applicable:**

## 2.2 FOR FOREIGN BIDDERS:

### 2.2.1 PAYMENT TERMS FOR SUPPLY PORTION:

- a) The payment of 10% (ten percent) shall be made by bank transfer against submission of Project Schedule, GA drawing duly approved by Nalco and against submission of ABG of equivalent amount valid till FOB delivery. ABG to enter into force on the day the corresponding payment is received by the contractor. The contractor will intimate NALCO on effectiveness of ABG upon



 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
<b>NIT DOCUMENT</b>	<b>ANNEXURE-IV - ADDENDUM TO TENDER DOCUMENTS (COMMERCIAL)</b>	NIT No: NBC/MM/504/800000958/ABIS/2025	REV. 00
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receipt of payment. The payment shall be made within 30 days of the date of submission of deliverables and invoices. Any delay beyond 30 days and If Nalco doesn't approve the Project Schedule and GA drawings within 30 days from its submission for any reasons attributable to Nalco, the extra amount of time needed to approve the drawing shall be added to the contract completion period

- b) The payment of 10% (ten percent) shall be made by bank transfer against submission of basic Engineering drawing, General Layout drawing duly approved by Nalco and against submission of ABG for equivalent amount valid till FOB delivery. BG to enter into force on the day the corresponding payment is received by the contractor. The contractor will intimate NALCO on effectiveness of ABG upon receipt of payment. The payment shall be made within 30 days of the date of submission of deliverables and invoices. Any delay beyond 30 days and If Nalco doesn't approve the Project Schedule and GA drawings within 30 days from its submission for any reasons attributable to Nalco, the extra amount of time needed to approve the drawing shall be added to the contract completion period.
- c) 60% (Sixty percent) of the basic value of design, engineering and supply order on pro-rata basis against presentation of shipping documents/ dispatch documents through Irrevocable Letter of Credit (LC) or CAD after FOB delivery.
- d) 10% (Ten percent) shall be made after completion of commissioning against due certification by Manager-In-Charge or his/her authorized representative of NALCO. In case, the commissioning is not completed within maximum 10 Months from the FOB date due to reasons not attributable to the contractor, then the payment will be released within maximum 10 months from the FOB date (notwithstanding the certification by Manager in charge of NALCO) against submission of a bank guarantee for equivalent amount valid until the end of the guarantee/ warranty period. The bank guarantee will be released upon successful completion of commissioning and against due certification by Manager-in-charge or his/her authorized representative of NALCO.
- e) Balance 10% (Ten percent) payment shall be made after completion of the successful PG Test and final handing over of the complete system including acceptance of PG test report and clearing all liabilities duly certified by Manager-In-Charge or his/her authorized representative. In case, the PG Test and Final Hand over are not completed within maximum 17 Months from the FOB date due to reason not attributable to the contractor, then the payment will be released within maximum 17 months from the FOB date (notwithstanding the certification by Manager in- charge of NALCO) against submission of a bank guarantee for equivalent amount valid until the end of the guarantee/ warranty period. The bank guarantee will be released upon successful completion of commissioning and against due certification by Manager-in-charge or his/her authorized representative of NALCO.

#### 2.2.2 Indigenous Services:

100% (hundred percent) pro-rata payment for services viz. customs clearance charges, port handling, etc. shall be made within 30 days from presentation of documents as per the approved billing schedule.


#### 2.2.3 Inland Transportation:

Charges for inland transportation shall be paid after the equipment is received at Site against Invoices.

#### 2.2.4 Supervision of Erection, Testing, Commissioning and PG Test:

100% payment shall be made stage-wise based on billing break-up mutually agreed upon between the vendor and the Owner after Award of Order and against invoices duly certified by Engineer-in-charge

#### 2.2.5 NOTE:

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- a) All foreign currency payments to foreign bidder shall be released through CAD basis 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.
- b) The Contract-cum-Performance Bank Guarantee (CPBG) for 10% (ten percent) of Total Contract Value is to be furnished within 30 days of placement of order in NALCO's prescribed format from any of NALCO's approved Bank to facilitate opening of LC. The CPBG shall remain valid up to 03 months beyond the Guarantee/ Warranty period.
- c) All payments are subject to submission of acceptable CPBG/ terms of CPBG mentioned elsewhere in the document.
- d) 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., 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.
- e) Within 01 month of receipt of letter of Intent/ PO/ acknowledgement of contract, the contractor shall submit a billing schedule/ billing break up for approval of NALCO, wherever required.


## 2.3 FOR INDIAN BIDDERS

### 2.3.1 Supply (Indigenous)

- a) 10% (ten percent) payment shall be made against submission of documents like the single line diagram along with GA approved by NALCO and against submission of ABG for equivalent amount valid till DAP delivery (ABG to enter into force on the day the corresponding payment is received by the contractor). If NALCO does not approve the drawing within 30 days from its submission for any reason attributable to NALCO, the extra amount of time needed to approve the drawing will be added to the contract delivery time.
- b) 70% (seventy percent) on pro rata basis after delivery on DAP NALCO site basis.
- c) 10% (ten percent) payment after successful completion of commissioning against due certification by Manager-In-Charge (MIC) of NALCO. In case, the commissioning is not completed within maximum 10 months from the DAP date due to reason not attributable to the contractor, then this payment shall be released within maximum 10 months from the DAP date (notwithstanding the certification by Manager in- charge of NALCO) against submission of BG for equivalent amount valid up to the end of warranty period. However, the BG will be released upon successful completion of commissioning and against due certification by Manager-in-charge of NALCO.
- d) Balance 10% (ten percent) payment after successful completion of PG tests and final handing over to NALCO. In case, the PG tests are not completed within maximum 17 months from the DAP date due to reasons not attributable to the contractor, then this payment shall be released within maximum 17 months from the DAP date (notwithstanding the certification by Manager in-charge of NALCO) against submission of ABG for equivalent amount valid up to the end of the warranty period. However, the ABG will be released upon successful completion of PG tests and final handing over to NALCO and against due certification by Manager-in-charge of NALCO. All payments to be made directly through Bank on receipt of Invoice and relevant documents.

### 2.3.2 Site Work (i.e., unloading, storage, handling, erection, testing, commissioning and PG tests, etc. including dismantling and disposition of existing units)

- a) 80% (eighty percent) of the basic value along with 100% applicable taxes and duties on pro-rata basis after completion of erection of equipment at site against submission of relevant bills as per approved billing schedule on certification of Manager-In-Charge or his/her authorized representative.

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b) Balance 20% (twenty percent) of basic works value (excluding Taxes & duties) shall be made as follows:

- i. 10% (ten percent) lump-sum payment shall be made after commissioning the total system and against the mechanical commissioning certificate duly certified by Manager-In-Charge or his/her authorized representative. In case, the commissioning is not completed within maximum 10 months from the DAP date due to reason not attributable to the contractor, then this payment shall be released within maximum 10 months from the DAP date (notwithstanding the certification by Manager in-charge of NALCO) against submission of ABG for equivalent amount valid up to the end of warranty period. However, the ABG will be released upon successful completion of commissioning and against due certification by Manager-in-charge of NALCO.
- ii. Balance 10% (ten percent) lump-sum payment shall be made after final handing over of the complete system including acceptance of PG test report and clearing all liabilities duly certified by Manager-In-Charge or his/her authorized representative. the PG tests are not completed within a maximum of 17 months from the DAP date due to reason not attributable to the contractor, then this payment shall be released within a maximum of 17 months from the DAP date (notwithstanding the certification by Manager-in-charge of NALCO) against submission of BG for equivalent amount valid up to the end of the warranty period. However, the ABG will be released upon successful completion of PG tests and final handing over to NALCO and against due certification by Manager-in-charge of NALCO.

**2.3.3 GST Payment:** Payment of GST is subject to reflection of the vendor's invoice in GSTR 2A/Anx-2 [GST new return of NALCO].

**2.3.4 NOTE:**

- a) All Payment can be made through e-payment mode through SBI as well as NEFT/ RTGS mode through designated enabled branches. Duly filled Bank Mandate form in duplicate should be furnished with due authentication from the Bidder's Banker.
- b) All payments are subject to submission of acceptable Contract-cum Performance Bank Guarantee (CPBG)/ Terms of CPBG mentioned elsewhere in the document.
- c) Within 01 month of receipt of letter of Intent/PO, the contractor shall submit a billing schedule/billing break up for approval of NALCO, wherever required.

**2.4 Documents to be enclosed with the Running Account (RA Bills):**


**2.4.1 For 80% payment for both Supply and Works portions:**

- i. Tax Invoice
- ii. RA Bill formats available with Manager-In-Charge
- iii. Guarantee/Warranty Certificate (as applicable)
- iv. Material reconciliation certificate on Works Bill (In case of Free issue material, if any)
- v. HRD Clearance in Works Bill
- vi. Any other document required by Manager-In-Charge or as per directive of statutory authority.

**2.4.2 Final Bill (i.e., the last 10% of supply and works portion) shall be accompanied by:**

- i. Invoice
- ii. Completion certificate
- iii. Final Material reconciliation certificate on Works Bill (In case of Free issue material, if any)
- iv. No Claim certificate in NALCO's format
- v. No dues Certificate from O&M department where project is done
- vi. PG Test report
- vii. Handing Over/Taking Over certificate
- viii. HRD Clearance
- ix. Royalty clearance certificate (wherever applicable)

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The final bill shall be submitted by the contractor within three months of final handing over.

**3.0** Following points must be taken care of while submitting your bid:

- (a) Selection of associate Indian company is subject to approval of Owner.
- (b) Scope division between main bidder and associate Indian company shall be clearly defined in the bid.

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

**4.1** It would be the responsibility of the contractor to get the registration with the respective Tax authorities under the 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.

**4.2** 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 non-compliance of tax laws by the Contractor by issuance of suitable credit note to NALCO. In case, contractor does not issue credit notes to NALCO, NALCO would be constrained to recover the amount including interest payable alongwith Statutory levy/Tax, if any, payable on such recovery.

**4.3** 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.


**4.4** The contractor will be under obligation to quote/charging the 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.

**4.5** 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, contractors do not issue credit notes to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.

**4.6** 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.

**4.7** 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.

**4.8** 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.

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- 4.9** 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.).
- 4.10** Seller shall be responsible for indemnifying 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, filling appropriate returns within the prescribed time etc.
- 4.11** 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.
- 4.12** 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.

## **5.0 INSURANCE**


- 5.1** The owner will arrange for INSURANCE of equipment and material, included under the scope of contract, to cover
- Risks in transit by ship/ air between Contractor's port of shipment/ airport and Indian Port of entry.
  - Risks in transit by rail/ road during inland transportation up to the Project Site.
  - Risks during storage and erection at the Project Site till the plant is fully commissioned under an open general policy. The Owner shall intimate the name of Insurance Company and other details in due course.
- 5.2** The Contractor shall furnish dispatch particulars of each consignment including its value immediately to the Insurance Company. If for any delay in intimating of dispatch particulars to the insurance on the part of the Contractor the claims for damages are rejected, the Contractor shall be fully responsible for replacement of the damaged equipment.
- 5.3** The risks that are to be covered under the insurance shall include but not be limited to the loss of damage in transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war, risk, etc. The scope of such insurance shall cover the entire value of the Works from time to time.
- 5.4** In respect of equipment damaged in transit or during erection and commissioning, the Contractor shall replace them expeditiously and the replacement cost payable by the Owner shall be limited to the invoice cost of damaged equipment. In case of consignment received at the Project Site in outwardly sound condition of package but found shortage / damage on being opened the liability for free replacement will be accepted by the Contractor.

## **6.0 CONSTRUCTION, ERECTION OF PLANT AND MATERIAL**

### **6.1 Contractor's Material brought on the Site**

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

### **6.2 Work & Services to be provided by the Owner**

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Works and services which shall be provided by the Owner for carrying out complete work at Site shall be as defined in the technical part of the Enquiry Documents and its clarification up to award of Contract.

- (a) Water supply for construction purpose may be provided by the Owner at one mutually agreed point at Site. Drinking water will also be made available at one central point at Site. The Contractor shall make his own arrangement for any further distribution. Such distribution pipe network shall have the prior approval of the Engineer at Site so as not to interfere with the layout and progress of other construction works. Supply of water shall be charged from Contractor at the rates prevailing at Site.

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

- (b) Cranes, if available, will be provided by Owner on payment of rent to the Owner.

### 6.3 Work and Services to be provided by the Contractor

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

- (i) Material transportation to erection site at Contractor's risk and cost.
- (ii) All construction activities to complete the plant as per the specifications agreed by the Owner. The activities shall be included but not limited to building structures, rooms, foundations for equipments and accessories and stack etc.
- (iii) Labor license for contractor and sub-contractor's labor if required / applicable as per State Govt.

### 6.4 Owner's Lien on Equipment's


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

### 6.5 Protection of Work

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

### 6.6 Security



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

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

#### 6.7 Contractor's Area Limits

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

#### 6.8 Contractor's Co-operation with the Owner

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


#### 6.9 Protection of Property and Contractor's Liability

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

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

#### 6.9.3 Painting

All exposed metal parts of the equipment including piping, structures railing, etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly

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cleaning all such parts of all dirt, rust, scales, greases, oil and other foreign materials by wire brushing, scraping or sand blasting, and the same being inspected and approved by the Engineer for painting. Afterwards, the above parts shall be finished with two coats of an alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the colour as approved by the Owner.

#### **6.9.4 Unfavorable Working Conditions**

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

#### **6.10 Protection of monuments and reference points**

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

### **7.0 CONSTRUCTION**

#### **7.1 Rules and Regulations**

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

#### **7.2 Safety**


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

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

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

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



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

## 8.0 **REGULATION OF LOCAL AUTHORITIES & STATUES**


- 8.1 The payment of minimum wages to contract labour shall be as per the rates notified by the Central Govt. as per Minimum Wage Act, 1948 and as adopted by the NALCO Management from time to time plus any additional element and statutory dues thereon.
- 8.2 The Minimum wage as notified by the Chief Labour Commissioner (Central) has a variable component as Special allowance which is linked to average AICPI for Industrial workers, which keeps on changing every six Months. The Contractor has to absorb all such variations due to increase in Minimum wage in their quoted price and no claim whatsoever on this account shall be entertained.
- 8.3 Where the Minimum wages notified by the concerned State Government are higher than the rates notified by the Central Government, the states Government rates should apply in concerned scheduled employment as long as the same remains higher than the Central Government rates.
- 8.4 The classification on workers in different categories will be as per the notification issued by the Central Govt. fixing the minimum wages for the above scheduled appointment."

## 9.0 **(I) GUARANTEE/WARRANTY PERIOD**

All the materials supplied by the bidder shall be guaranteed against all defects in Design, Raw materials, manufacturing, Assembly, Workmanship and Performance etc for a period of 12 (twelve) months from the date of satisfactory completion of commissioning including the performance guarantee tests or 24 (twenty-four) months from the date of completion of erection (Mechanical Completion) whichever is earlier.

### **(II) CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):**

- (a) The Supplier shall furnish a Contract-cum-Performance bank guarantee (CPBG) of 10% (ten percent) of Total Basic Contract value (i.e., supply + transportation + supervision + site work) including amendment if any, in Nalco's prescribed format (Ref. enclosed Annexure) from any bank approved by Nalco towards guarantee/ warranty of all the equipment and components against trouble free operations up to guarantee/ warranty period with an additional claim period of three months. i.e. CPBG shall remain valid up to 3 months beyond guarantee/warranty period.
- (b) The CPBG shall be submitted within 30 days from the effective date of contract. If supplier fails to submit CPBG after placement of order, the equivalent amount shall be recovered from their bill(s). Subject to any deduction which Nalco is authorized to make, CPBG shall be released after satisfactory completion of guarantee/ warranty period. On the breach of the contract by the supplier, CPBG shall be forfeited/ encashed whether or not the Company has suffered a loss on this account and purchase order shall be rescinded. Forfeiture/ encashment of CPBG does not prejudice Nalco's rights to make risk and cost purchases and recover damages on account of such risk and cost purchases.
- (c) The guarantee shall be valid for the entire period of the Contract, namely till the end of Guarantee period. The guaranteed amount shall be payable without demur on demand to the Owner as per the currency in which it was submitted in the case of foreign bidders and in Rupees in the case of Indian bidders without any condition whatsoever. In the case of joint bidding by foreign party along with Indian party, the performance bank guarantee shall be submitted by the Party having unit responsibility from an Indian Nationalized Bank.

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- (d) If the Bank Guarantee as stated above gets reduced/ deducted for reasons of non-fulfillment of any contractual obligation before commencement of guarantee period, the Contractor shall immediately take action to increase the value of Bank Guarantee to 10% (ten percent) of the contract price, to cover his warranties.
- (e) The Performance Guarantee will be returned to the Contractor without any interest at the end of the warranty period subject to fulfillment of all contractual obligations by the Contractor.
- (f) 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.

### **(III) TOTAL CONTRACT VALUE:**

The total contract value is the combined value of all the orders placed for the subject project (i.e., supply + transportation + supervision + site work).

### **(IV) EFFECTIVE DATE OF CONTRACT:**

Effective date of contract shall be the date of unqualified acceptance of the purchase orders as well as service purchase orders i.e. all contractual obligations shall commence from effective date of order. Maximum time permitted for acceptance is 15 days from the date of receipt of PO/LOI through E-Mail by NALCO.

### **(V) FINAL HANDING OVER:**

The system shall be finally handed over to NALCO by the contractor after successful erection, commissioning, completion of PG test, handing over of As-Built drawings & documents, all type of spares, imparting Training at site to Nalco personnel as per terms and conditions of contract.

## **10.0 PRICE REDUCTION SCHEDULE FOR DELAY IN COMPLETION**


PRS for delay in completion of the project, attributable to the contractor, shall be levied @ ½% (half percent) of the total basic contract value per week of delay in completion or part there of subject to maximum of 5% (five percent) of total basic contract value.

- (i) Liquidated Damages (LD) for delay in delivery/ completion wherever mentioned in tender documents, is to be read as Price Reduction Schedule (PRS).
- (ii) The Contractor's liability for delay in completion shall not in any case exceed **five percent** of the total contract price.

All other provisions of these clauses remain unaltered.

## **11.0 LIMITATION OF LIABILITIES**


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

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## **ANNEXURE - V**


### **TERMS & CONDITIONS FOR ERECTION, TESTING, COMMISSIONING AT SITE**

1. The lump sum charges quoted for erection, testing, commissioning at site shall include lodging, boarding, transport, out of pocket expenses, all health care/ medical expenses and all other incidental charges for your personnel.
2. It should include to & fro Economy class Air fare for Foreign vendor's supervisory personnel as well as travel time.
3. 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. The man days with per diem charges shall remain firm and fixed till complete execution of contract without escalation.
5. Seller shall be working at Owner's site along with agencies who will be engaged in similar other activities. The vendor shall perform their jobs in eco-friendly manner and in consonance with the objectives of NALCO Project Site environment management system. 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. 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 personnel to observe/ abide by
    - Site working conditions and Safety codes.
    - All applicable Indian Laws at Site.
  - (iii) Payment Terms shall be as per Special terms & condition of PO & as per special instruction to the bidder attached to the NIT Documents.
  - (iv) Vendor will indicate number of persons to be deployed and tentative number of days for completion for On Site Technical Assistance at site.
  - (v) Selection of Foreign / Indian supervisory personnel shall be left to Owner's choice.
  - (vi) 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.
  - (vii) The lump charges for erection, testing, commissioning, etc. 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. 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. 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

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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. The material shall be collected by the vendor from Owner's Store/ Project Site/ Vendor's Own Store (as the case may be) and transported to the erection Site at vendor's cost and risk.
10. All tools, tackles and consumables shall be arranged by vendor at his own cost.
11. All labour (both skilled and unskilled), tools, tackles and consumables shall be arranged by vendor at his own cost.
12. Vendor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their employees/ staff at their own cost and abide by all labour laws/ safety codes and statutory regulations and keep Owner indemnified in respect thereof.
13. 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.
14. 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.
15. 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.
16. The contractor is required to arrange all handling equipments, Mobile Crane of required capacity, welding sets and other materials for erection and commissioning at their cost. However, on request the same can be spared from site subject to availability on payment basis.
17. 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 (as per Annexure) and declaration towards 'no permanent establishment' (as per Annexure).

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-XVI). 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)-1**


#### **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) Acceptance of Technical specifications and scope of work as per attached <b>Annexure - I</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.	
3	Confirm Spare parts list, wherever required with item wise prices have been submitted for following categories of Spares	
	(a) Commissioning Spares	
	(b) Standard Tools & Tackles	
	(c) Consumables for first 02 years	
	(d) O&M Spares for first 02 years	
	(e) Optional attachments	
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/ Fax no. etc.	
6	Confirm that the quoted prices are based on FOR/ FOT Despatch point including packing & forwarding.	
	Indicate dispatch station.	
7	Please confirm that firm freight charges up to Site are inclusive in quoted price.	
8	<del>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.</del>	NA
9	Confirm you have quoted prices strictly in the price schedule format enclosed with NIT documents.	
10	Confirm insurance is included in the quoted prices.	
11	(a) Statutory variation in GST, if any, upto 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. <i>(Maximum PRS for delay in completion of Project and Non-Performance is applicable at 5% and 6% respectively. Accordingly, Maximum PRS applicable is at 11% of total basic contract value)</i>	
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 wherever required will be furnished for value and terms & conditions as per document attached with tender documents.	
22	(A) Confirm acceptance of Guarantee/ Warranty as per documents attached with tender.	
	(B) Confirm acceptance of Inspection and Testing (including PDI as applicable Condition) as per documents attached with tender.	
23	Confirm that quoted prices are inclusive of all inspection & testing charges as per NIT terms.	
24	Although you were not eligible for input tax credit of Central & State Taxes in pre-GST period but under GST you are entitled to full credit of GST paid and you shall have benefit of incremental input tax credit under the GST regime as above. As such you need to pass on the benefit of your incremental input tax credit to NALCO. Accordingly, please quote your best basic prices (In Price bid)	
25	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	

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Sl. No.	Descriptions	Vendor's Confirmations
	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.)	
26	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.	
27	(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 erection, testing, commissioning 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.	
28	If offer is based on certain Imported Raw Materials required for Equipments/ Materials offered, please note and specify the following:	
	(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.	
29	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.	
30	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.	
31	Confirm that the quoted prices are valid for acceptance up to six months from the final due date of submission of Bid.	
32	Confirm that quoted prices for Optional attachments are valid for the stated period as asked in the tender documents.	
33	Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
34	Confirm that net worth of your company during the last financial year is positive.	



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Sl. No.	Descriptions	Vendor's Confirmations
35	Please furnish Annual Report containing Balance Sheet & Profit & Loss Account for the last 3 years.	
36	As soon as shipment/ dispatch is made, the seller shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.	
37	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.	
38	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	
39	Vendors shall indicate the SAC code and the applicable GST rate for the Service activity	
40	Confirm you have submitted EMD as per NIT	
41	Confirm you have submitted two original copies of the pre - contract Integrity Pact as per NIT.	
42	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT.	
43	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.	
44	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).	
45	Provision for PREFERENCE TO MAKE IN INDIA: Please confirm your acceptance to the said provision	
46	Confirm percentage of local content for the offered goods.	
47	Confirm, Certificate for local content from statutory auditor or cost auditor of the company or form a practicing cost accountant or practicing chartered accountant.	
48	Confirm, submission of certificate/ declaration that bidder is not from a country which shares a land border with India.	
49	Confirm submission of declaration that the information/ documents submitted against the tender are true and bonafide as mentioned at Clause no 21.0 of Annexure-II: Special Instructions to Bidders - Commercial.	
	Bidders to confirm the following with regard to their relationship with other participating bidders in the Tender: i) Have you furnished a list of Directors/Partners and a declaration that such Directors/Partners have no interest in any other bidder in respect of the subject tender; ii) Have you furnished a declaration giving names of other proprietorship concerns/ agencies/ partnership firm/wholly owned or partly owned subsidiary/ Associate Companies/Holding Companies/ Joint Venture Companies etc., where you are having	i) YES / NO  ii) YES / NO

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Sl. No.	Descriptions	Vendor's Confirmations
	<p>financial/ professional stakes or where you are member and shall also give a certificate, that no such firm/ agency/ Company is participating against the subject tender;</p> <p>iii) Whether you and any other participating bidder against the tender has Board of Directors/ Management / Partners in common as per Annual Report / declaration submitted against the tender;</p> <p>iv) Whether you have received any direct or indirect subsidy/ financial stake from any other participating bidder of the subject tender;</p> <p>v) Whether you have a relationship with any other participating bidder, directly or through common third parties, that puts you in a position to have access to information about or influence on the bid of another bidder</p> <p>vi) whether you have participated in more than one bid in the bidding process;</p> <p>vii) Whether you and any other participating bidder have the same legal representative/ agent for the purpose of the tender (refer cl.5.2(i) of Tender Notice);</p> <p>viii) Whether you or any of your affiliate participated as consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid.</p> <p>ix) In case you are a holding company having more than one independently manufacturing unit, or more than one unit having common business ownership/ management, kindly confirm that only one unit has submitted offer.</p> <p>Similar restrictions would apply to subsidiary/Associate Companies/Holding Companies/Joint Venture Companies etc. Bidders must proactively declare such subsidiary/ Associate Companies/Holding Companies/Joint Venture Companies etc./ management units in same/ similar line of business</p> <p>Whether you have submitted Declaration(s) with respect to the above points at 35a (i) to (ix) as 21.0 of Annexure-II: Special Instructions to Bidders - Commercial duly certified by Chartered Accountant which shall solely be considered for evaluation of offer. Please confirm.</p>	<p>iii) YES / NO</p> <p>iv) YES / NO</p> <p>v) YES / NO</p> <p>vi) YES / NO</p> <p>vii) YES / NO</p> <p>viii) YES / NO</p> <p>ix) YES / NO</p> <p>YES / NO</p>

Place:


Signature:

Date:

Name :

Designation :

Seal :

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## **ANNEXURE – VI (A)-2**

### **DEVIATION SCHEDULE TO TERMS & CONDITIONS OF NIT (INDIGENOUS)**

(To be filled in by the Tenderer and to be submitted with Techno-Commercial bid)

If the Bidder has got any deviation from the other 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. Deviation to the all other terms & conditions, if any, shall be indicated only in this schedule.
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 respect of deviations, if any, the Bid shall be rejected without any indications.
5. 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:

Date:

Name:

Seal:

Designation:

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## **ANNEXURE – VI (B)-1**

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


#### **IMPORTANT**

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


Sl. No.	Descriptions	Vendor's Confirmations
1	(i) Acceptance of Technical specifications and scope of work as per attached <b>Annexure - I</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.	
3	<del>Confirm Spare parts list, wherever required with item wise prices on FOB &amp; CFR basis have been submitted for following categories of Spares</del> (a) Commissioning Spares (b) Standard Tools & Tackles (c) Consumables for 02 years (d) O&M Spares for 02 years (e) Optional Attachments	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/Email / Fax no. etc.	
6	Confirm you have quoted prices strictly in the price schedule format enclosed with tender documents.	
7	Indicate International sea Port of exit/ shipment.	
8	Please confirm that ocean freight charges up to Kolkata sea port have been quoted by you in the Price Schedule. (a) In case you have not quoted the ocean freight charges 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 seller shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.	
11	Prices quoted must exclude transit insurance charges from FOB Port of Shipment 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.	
12	Indicate the country of origin of goods offered.	
13	Confirm that the quoted prices are in the currency of country of	

 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
<b>TENDER DOCUMENT</b>	<b>ANNEXURE-VI - AGREED TERMS &amp; CONDITIONS</b>	NIT No: NBC/MM/504/800000958/ABIS/2025	REV. 00
			DTD. 24/07/2025

Sl. No.	Descriptions	Vendor's Confirmations
	origin and also indicate currency of quote.	
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	Please confirm that you have indicated the item wise HS Code of all items as per scope of Work of the NIT.	
19	Confirm acceptance of Price Reduction Schedule for delay in completion specified in Tender Documents. <i>(Maximum PRS for delay in completion of Project and Non-Performance is applicable as 5% and 6% respectively. Accordingly, Maximum PRS applicable is at 11% of total basic contract value)</i>	
20	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
21	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.	
22	In case confirmed L/C is required, L/C confirmation charges shall be to your account.	
23	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.	
24	All taxes, duties and levies of any kind payable up to FOB Port of Shipment shall be borne by you.	
25	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	Confirm that Contract cum Performance/ Performance Bank Guarantee wherever required will be furnished for value and terms & conditions as per document attached with tender/ NIT.	
29	(A) Confirm acceptance of Guarantee/ Warranty as per documents attached with tender/ NIT.	
	(B) Confirm acceptance of Inspection and Testing (including PDI as applicable Condition) as per documents attached with tender.	
30	Confirm that the quoted prices are inclusive of all inspection & testing charges as per tender documents	
31	Confirm that the quoted prices are valid for acceptance up to six months from the final due date of submission of Bid.	
32	Confirm that quoted prices for Optional attachments are valid for the stated period as asked in the tender documents.	
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 order.	
34	Confirm that the quoted prices for ocean freight charges to Kolkata sea port shall remain valid for acceptance up to one month beyond submission of complete cargo details by you.	
35	In case the order is converted to CFR basis at Nalco's option, then the free time for detention of containers shall not be less than 14	

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Sl. No.	Descriptions	Vendor's Confirmations
	days	
36	(i) All other Commercial terms & conditions shall be as per the Standard terms & conditions (Import), Special terms & conditions of Purchase order attached with the Tender Documents. 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 a separate Annexure.	
	(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.	
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	Confirm that net worth of your company during the last financial year is positive.	
39	Please furnish Annual Report containing Balance Sheet & Profit & Loss Account for the last 3 years.	
40	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.	
41	Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
42	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.	
43	Confirm you have submitted EMD as per NIT	
44	Confirm you have submitted two original copies of the pre - contract Integrity Pact as per NIT.	
45	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT.	
46	The Vendor is required to state whether M/s. AP/ ALCAN has any shareholding/ management control in your Company.	
47	Provision for PREFERENCE TO MAKE IN INDIA: Please confirm acceptance	
48	Confirm submission of declaration that the information/ documents submitted against the tender are true and bonafide as mentioned at Clause no 21.0 of Annexure-II: Special Instructions to Bidders - Commercial.	
	Bidders to confirm the following with regard to their relationship with other participating bidders in the Tender: <ul style="list-style-type: none"> <li>i) Have you furnished a list of Directors/Partners and a declaration that such Directors/Partners have no interest in any other bidder in respect of the subject tender;</li> <li>ii) Have you furnished a declaration giving names of other proprietorship concerns/ agencies/ partnership firm/wholly owned or partly owned subsidiary/ Associate Companies/Holding Companies/ Joint Venture Companies etc., where you are having financial/ professional stakes or where you are member</li> </ul>	i) YES / NO  ii) YES / NO

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<b>TENDER DOCUMENT</b>	<b>ANNEXURE-VI - AGREED TERMS &amp; CONDITIONS</b>	NIT No: NBC/MM/504/800000958/ABIS/2025	REV. 00 DTD. 24/07/2025

Sl. No.	Descriptions	Vendor's Confirmations
	<p>and shall also give a certificate, that no such firm/ agency/ Company is participating against the subject tender;</p> <p>iii) Whether you and any other participating bidder against the tender has Board of Directors/ Management / Partners in common as per Annual Report / declaration submitted against the tender;</p> <p>iv) Whether you have received any direct or indirect subsidy/ financial stake from any other participating bidder of the subject tender;</p> <p>v) Whether you have a relationship with any other participating bidder, directly or through common third parties, that puts you in a position to have access to information about or influence on the bid of another bidder</p> <p>vi) whether you have participated in more than one bid in the bidding process;</p> <p>vii) Whether you and any other participating bidder have the same legal representative/ agent for the purpose of the tender (refer cl.5.2(i) of Tender Notice);</p> <p>viii) Whether you or any of your affiliate participated as consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid.</p> <p>ix) In case you are a holding company having more than one independently manufacturing unit, or more than one unit having common business ownership/ management, kindly confirm that only one unit has submitted offer.</p> <p>Similar restrictions would apply to subsidiary/Associate Companies/ Holding Companies/Joint Venture Companies etc. Bidders must proactively declare such subsidiary/ Associate Companies/ Holding Companies/Joint Venture Companies etc./ management units in same/ similar line of business</p> <p>Whether you have submitted Declaration(s) with respect to the above points at 35a (i) to (ix) as 21.0 of Annexure-II: Special Instructions to Bidders - Commercial duly certified by Chartered Accountant which shall solely be considered for evaluation of offer. Please confirm.</p>	<p>iii) YES / NO</p> <p>iv) YES / NO</p> <p>v) YES / NO</p> <p>vi) YES / NO</p> <p>vii) YES / NO</p> <p>viii) YES / NO</p> <p>ix) YES / NO</p> <p>YES / NO</p>

Place:  
Date:

Signature:  
Name :  
Designation:  
Seal :

 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station (ABIS) in Rodding Shop-I (RS-I) in Smelter Plant, NALCO, Angul, Odisha		
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## **ANNEXURE – VI (B)-2**

### **DEVIATION SCHEDULE TO TERMS & CONDITIONS OF NIT (IMPORT)**

(To be filled in by the Tenderer and to be submitted with Techno-Commercial bid)

If the Bidder has got any deviation from the other 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. Deviation to the all other terms & conditions, if any, shall be indicated only in this schedule.
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 respect of deviations, if any, the Bid shall be rejected without any indications.
5. 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:


Date:

Name:

Seal:

Designation:



<b>नालको</b>  <b>NALCO</b> <small>National Aluminium Company Limited</small>	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha		
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**NATIONAL ALUMINIUM COMPANY LIMITED**


(A Govt. of India Enterprise)

P/1, Nalco Bhawan, Bhubaneswar - 751 013, India

CIN NO.# L27203OR1981 GOI000920

#### **ANNEXURE-VII**

**BOQ Format as per CPPP Portal**

 National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha	
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## **ANNEXURE - VIII**

### **PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/CONTRACTOR**

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


B.G. No. \_\_\_\_\_

Date \_\_\_\_\_

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

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		ABIS/2025 DTD. 24/07/2025

discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.

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

Date:  
Corporate Seal of the Bank

.....Bank  
By its constitutional Attorney


Signature of duly authorised person  
on behalf of the Bank with seal & signature code

Details of 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 invocable in Bhubaneswar (Odisha, India) only. For guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank branch in Bhubaneswar.
- (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 - IX**


### **PROFORMA 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 registered office at P/1, Nayapalli, Bhubanesar 751013 (hereinafter called "The Company ", which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs. .... (Rupees ..... only) to M/s ..... (hereinafter called the said "Contractor(s)/Seller(s)", which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) under the terms and conditions of the Contract/Order dated ..... for ..... (work/ assignment description) on production of a bank guarantee equivalent to 110% of the advance payment indicated above.
2. We ..... Bank having its branch office at ..... do hereby undertake to pay the amount due and payable under this guarantee without any demure 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 or conditions contained in the said Contract(s)/Order(s) or by reason 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 there under. 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 Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.
5. We..... Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s)/ Seller(s) and accordingly discharges this guarantee.
6. 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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7. We \_\_\_\_\_ Bank further agree that this Guarantee shall be invocable at our place of business at \_\_\_\_\_ (Bank Name), \_\_\_\_\_ (Branch name and address of the branch), Bhubaneswar, Odisha-751XXX.
8. We ..... Bank, lastly undertake no 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:  
Corporate Seal of the Bank

..... 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 invocable in Bhubaneswar (Odisha, India) only. For guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank branch in Bhubaneswar.
- (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 - X**


### **PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

B.G. No. \_\_\_\_\_

Date \_\_\_\_\_

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar - 751 013, Orissa (hereinafter referred as "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper vide its Tender No. .... dtd. .... for..... (hereinafter called "the said tender") to M/s..... (hereinafter called "the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) towards earnest money in lieu of cash.
2. We \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ do hereby undertake to pay the amounts 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 because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any terms and conditions contained in the said tender or failure to accept the letter of Intent/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees..... Only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependant or conditional on the Company proceeding against the tenderer(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 respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
5. We \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.

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

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

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly authorised person  
on behalf of the Bank with seal & signature code

Details of person issuing the BG:

Name: \_\_\_\_\_  
Address for correspondence: \_\_\_\_\_  
Telephone and Fax No.: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
IFSC Code of the Bank: \_\_\_\_\_

- (i) BG is to be furnished from any of Nalco approved banks.
- (ii) In the case of Foreign currency BGs, BG issuing bank must have correspondent relationship with State Bank of India.

**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 invocable in Bhubaneswar (Odisha, India) only. For guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank branch in Bhubaneswar.**
- (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 – X-(A)**

**FORMAT FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)**

**FOR INDIGENOUS BIDDERS SUBMITTING EMD IN INR**

**DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO.	NBC/MM/504/800000958/ ABIS/2025
2)	DATE	24/07/2025.
3)	DESCRIPTION OF TENDER	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha
4)	EMD AMOUNT (IN RS)	INR 25,00,000/- (Rupees Twenty-Five Lakh Only).
5)	SBI ACCOUNT NO	10044880013
6)	SBI BRANCH CODE	09817
7)	SBI IFSC CODE	SBIN0009817

**DETAILS TO BE FURNISHED BY BIDDER**


1)	NAME OF THE BIDDER	
2)	NALCO VENDOR CODE	(FOR EXISTING VENDOR)
3)	AMOUNT DEPOSITED	
4)	DATE OF DEPOSIT	
5)	NAME OF BANK & BRANCH	
6)	BRANCH CODE	
7)	IFSC CODE	
8)	UTR NO.	(ENCLOSE COPY)
9)	DATE	

Indian bidders submitting the EMD in INR should send the scanned copy of the duly filled in and signed Annexure – X-(A) along with the scanned copy of Transaction Slip/ receipt of the Bank on the same day of payment by e-mail to [purna.gummadi@nalcoindia.co.in](mailto:purna.gummadi@nalcoindia.co.in) with copy marked to [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in) .

The bidders should upload the scanned copy of the duly filled in and signed above format along with the scanned copy of Transaction Slip/ receipt of the Bank with their On - line Part - I - Bid.

The original copy of the duly filled in and signed format along with the Transaction Slip/ receipt should be submitted in cover - 1 of the hard copy offer.



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TENDER DOCUMENT	ANNEXURE-X - PROFORMA FOR EMD BG	NIT No. NBC/MM/504/800000958/ ABIS/2025
		REV. 00 DTD. 24/07/2025

**ANNEXURE – X-(B)**

**FORMAT FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)**  
**FOR FOREIGN BIDDERS SUBMITTING EMD (IN FOREIGN CURRENCY)**

**PART – A:**

**DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO.	NBC/MM/504/800000958/ ABIS/2025
2)	DATE	24/07/2025.
3)	DESCRIPTION OF TENDER	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha
4)	EMD AMOUNT	USD 28,959 (US Dollar Twenty-Eight Thousand Nine Hundred Fifty-Nine Only) or EUR 24,617 (Euro Twenty-Four Thousand Six Hundred Seventeen Only)
5)	SBI ACCOUNT NO.	10229906147
6)	SBI SWIFT CODE	SBININBB119


**DETAILS TO BE FURNISHED BY BIDDER**

1)	NAME OF THE BIDDER	
2)	NALCO VENDOR CODE	(FOR EXISTING VENDOR)
3)	AMOUNT DEPOSITED	
4)	DATE OF DEPOSIT	
5)	NAME OF BANK & BRANCH	

Foreign bidders submitting the EMD in USD or EURO should send the scanned copy of the duly filled in and signed Annexure – X-(B) along with the scanned copy of SWIFT message of the Bank on the same day of payment by e-mail to [purna.gummadi@nalcoindia.co.in](mailto:purna.gummadi@nalcoindia.co.in) with copy marked to [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in) .

The bidders should upload the scanned copy of the duly filled in and signed Annexure – XII along with the scanned copy of SWIFT message of the Bank with their On - line Part - I - Bid.

The original copy of the duly filled in and signed Annexure – XII along with the SWIFT message should be submitted in cover - 1 of the hard copy offer.

<b>TENDER DOCUMENT</b>	 Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha		
	ANNEXURE-XI - LIST OF NALCO APPROVED BANKS & BANK MANDATE FORM	NIT No. NBC/MM/504/800000958/ABIS/2025	REV. 00 DTD. 24/07/2025

## **ANNEXURE - XI**

### **LIST OF STANDARDIZED BANKS**

#### **List of PSU Banks**


Sl. No	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Punjab & Sind Bank
8	Punjab National Bank
9	State Bank of India
10	UCO Bank
11	Union Bank of India

#### **List of Private Banks**

Sl. No	Name of the Bank
1	HDFC Bank Ltd.
2	ICICI Bank Ltd.
3	Axis Bank Ltd.
4	Kotak Mahindra Bank Ltd.
5	Yes Bank
6	IndusInd Bank Ltd.
7	The Federal Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.
9	The South Indian Bank Ltd.
10	The Karur Vysya Bank Ltd.
11	The Karnataka Bank Ltd.
12	IDFC Bank
13	RBL Bank
14	Tamilnadu Mercantile Bank Ltd.
15	City Union Bank Ltd.
16	IDBI Bank


#### **List of Foreign Banks**

Sl. No	Name of the Bank	BIC
1	Abu Dhabi Commercial Bank Limited	ADCB AE AA
2	Australia & New Zealand Banking Group Limited	ANZB AU 3M
3	Bank of America NA	BOFA US 3N
4	Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM
5	Bank of Ceylon	BCEY LK LX
6	Barclays Bank PLC	BARC GB 22

<b>TENDER DOCUMENT</b>	 Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha		
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Sl. No	Name of the Bank	BIC
7	BNP Paribas	BNPA FR PP
8	Citibank N.A.	CITI US 33
9	Commonwealth Bank of Australia	CTBA AU 2S
10	Credit Agricole Corporate & Investment Bank	BSUI FR PP
11	Credit Suisse AG	CRES CH ZZ
12	DBS Bank Ltd.	DBSS SG SG
13	Deutsche Bank AG	DEUT DE FF
14	Doha Bank	DOHB QA QA
15	FirstRand Bank Ltd.	FIRN ZA JJ
16	Industrial Bank of Korea	IBKO KR SE
17	Industrial & Commercial Bank of China Ltd.	ICBK CN BJ
18	JP Morgan Chase Bank	CHAS US 33
19	KEB Hana Bank	KOEX KR SE
20	Krung Thai Bank Public Company Ltd.	KRTH TH BK
21	Mashreqbank PSC	BOML AE AD
22	Mizuho Bank Ltd.	MHCB JP JT
23	National Australia Bank Ltd.	NATA AU 33
24	Sberbank	SABR RU MM
25	Shinhan Bank	SHBK KR SE
26	Societe Generale	SOGF FR PP
27	Sonali Bank Ltd.	BSOI BD DH
28	Standard Chartered Bank	SCBL GB 2L
29	Sumitomo Mitsui Banking Corporation	SMBC JP JT
30	The Bank of Nova Scotia	NOSC CA TT
31	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32	The Hongkong and Shanghai Banking Corp. Ltd.	HSBC HK HH
33	The Royal Bank of Scotland PLC	RBOS GB 2L
34	United Overseas Bank Ltd.	UOVB SG SG
35	Westpac Banking Corporation	WPAC AU 2F
36	Woori Bank	HVBK KR SE

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

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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 ?
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 - 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 shift you have? \_\_\_\_\_ shifts

- What is the official working time? \_\_\_\_\_ hours

- Which day is off day in your organization? \_\_\_\_\_


- In case, a person works in off day or holiday, how is he/she compensated?

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- Do you pay overtime to your employees as per law? Yes/No

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- What is the lowest amount (salary/wage) you pay to your employees? Rs.\_\_\_\_\_/-
- Is there any case of deduction in wage? Yes/No
- In case, it is yes, what are the general reasons for such deduction?  
\_\_\_\_\_  
\_\_\_\_\_
- Is there any apprentice period in your organization? Yes/No
- If yes, what is the apprentice period in your organization? \_\_\_\_\_
- Do you have any international certification Yes/No
- If yes, please specify  
\_\_\_\_\_  
\_\_\_\_\_
- Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers Yes/No
  - Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers who are classified as home worker? Yes/No
  - If yes, what steps you have taken to ensure that they get similar level of protection as afforded to directly employed employees?  
\_\_\_\_\_  
\_\_\_\_\_
- Have you taken care to look into issues related to child labor Forced labor, health & safety, working hours and remuneration of your suppliers Yes/No

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


We declare that the above-mentioned information is correct.

Signature:

Designation:

Date

Seal of the organization

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## **ANNEXURE - XIII**

### **PRE-CONTRACT INTEGRITY PACT**

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2025, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through **Ms.S Sahay, GM (Materials)** (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS the BUYER proposes to procure for LSTK package for **"Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha"** and the BIDDER/ Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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


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

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

#### **Commitments of the BUYER**

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




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

### **Commitments of BIDDERS**

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

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- 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.

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- (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.

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- 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 \_\_\_\_\_.

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 - XIV**

### **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


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interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or 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 - XV**

### **(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 Madam/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.

<b>नालको</b>  <b>NALCO</b> National Aluminium Company Limited	Design, engineering, supply/ dispatch, installation, erection, testing & commissioning of Anode Butt Inspection Station in Rodding Shop-I in Smelter Plant, NALCO, Angul, Odisha		
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## **ANNEXURE- XVI**

### **FORM NO. 10F**

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

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

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


<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 \_\_\_\_\_

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

Please Note:-

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

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## ANNEXURE- XVII

### 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 HEREBY 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-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.