

PURCHASE RFQ

(Purchase Dept)

NATIONAL ALUMINIUM COMPANY LIMITED

(A Govt. of India Enterprise)

Smelter plant

Tel:- 9437037402

Email:-ranjeet.kumar@nalcoindia.co.in

ANGUL - 759145 , Odisha

TO: FIVES SOLIOS 32,RUE FLEURY, GIVORS CEDEX, NEUVESEL 69702 France Tel:33472495454 Fax:0472495432 Email:ranjan.behera@fivesgroup.com	RFQ No./Date: 6000064161 / 05.12.2025 Contact Person/Telephone: Ranjeet Kumar / 9437037402 Purchase Group: 504 eTender Notice No.: NBC/MM/510/8000000962/2025 DTD. 05.12.2025
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SL. NO.	Material Code HSN Code	MATERIAL DESCRIPTION	UNIT OF MEASURE	QUANTITY
1	70251007021	Natural gas system for ABF 2 Natural gas system for Anode Baking Furnace-2 Conversion of existing HFO firing system to dual fuel firing system comprising of natural gas and LSHS premium. Detail scope of supply and works is as per Tender Document	EA	1

Special instruction:

Detailed Terms & Conditions are as per attached Tender Document

For & On Behalf of
NATIONAL ALUMINIUM CO.LTD.

National Aluminium Company Limited
"ABF-II FIRING & CONTROL SYSTEM MODIFICATION" OF SMELTER PLANT, ANGUL, ODISHA (INDIA)
e-Tender Notice No. NBC/MM/510/8000000962/2025 DTD. 05.12.2025

INSTRUCTIONS TO BIDDERS

1.0 M/s. National Aluminium Company Limited (A Govt. of India Enterprise) invites quotation for **"Anode Baking Furnace-II (ABF-II) Firing & Control System Modification i.e., conversion of HFO based firing & control system to dual fuel type consisting of Natural Gas & LSHS Premium"** at Smelter Plant, Angul, Odisha (India). Bids are to be submitted in complete accordance with enclosed Tender Documents and attachments. The detailed Technical specifications shall be as per Annexure-I enclosed with this Tender Documents.

2.0 **CRITICAL DATES:**

NIT date	: 05/12/2025, 18:00 Hrs. IST
Pre-Bid meeting date	; 22/12/2025, 10:00 Hrs. IST
Bid submission date	: 05/01/2026, 13:00 Hrs. IST
Date & Time of opening of the tender	: 05/01/2026, 16:00 Hrs. IST

3.0 **TENDER DOCUMENTS:**

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

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

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

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

4.0 **COST OF BIDDING:**

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

5.0 BID DOCUMENT

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

6.0 AMENDMENT OF BID DOCUMENT

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

7.0 LANGUAGE OF BID

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

8.0 PREPARATION OF BID:

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

9.0 BID PARTS

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

10.0 SUBMISSION OF ON-LINE BIDS / QUOTATION:

- 10.1 NALCO reserves the right to extend Bid Opening Date. In case of extension of Bid Opening Date, the same shall be hosted in NALCO Website and CPPP Portal. Special intimation shall be given to vendors. All rights and obligations of NALCO and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.
- 10.2 The bids/ quotations complete in all respect should be submitted in the manner indicated in the tender document so as to be submitted **before the bid due date and time.**
- 10.3 The quotation is to be submitted in **SINGLE PART** containing the following:
- (i) All Technical details, Drawings, Data Sheets, Catalogues / Literatures, etc.
 - (ii) Commercial details as per the tender.
 - (iii) Duly filled up "Agreed Terms & Conditions (Imports)".
 - (iv) Scanned copy of Original Integrity Pact duly filled and signed on each page.
 - (v) The Price - Schedule (with Price figures). The Price Schedule submitted should contain the prices strictly as per the Annexure-VII - Price schedule Format attached with the tender documents.
- 10.4 For offer submitted by post, NALCO will not be responsible for any postal delay and / or misplacement. Late and Delayed Tenders will not be entertained.

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

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

11.0 MODIFICATION AND RE-SUBMISSION OF BIDS:

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

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

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

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

12.0 OPENING OF BIDS:

12.1 The BIDS shall be opened on the date and time specified in the Notice Inviting Tender (NIT) under critical dates. However, in the present case, the bid will be opened in case the same is received before the bid opening date.

12.2 Bidders are required to submit their bid within the bid due date and time.

13.0 INTEGRITY PACT

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

13.2 Bidder shall engross the Integrity Pact on plain paper (A-4 Size) and submit the same duly signed by the person(s) signing the bid along with un-priced bid. All the pages of the Integrity pact are to be signed by the bidder.

13.3 Bidders are required to clearly indicate the name and designation of the signatory(ies) as well as the name and address of the witnesses.

13.4 The Bidders should not change the contents of the Integrity Pact.

13.5 The two (02) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in **the hard copy offer** as mentioned at Para – 10.3. The scanned copy of the Integrity Pact is to be uploaded along with the on-line Bid.

13.6 The two originals of Integrity Pact signed and stamped on each page by the bidder and submitted along with the bid will be signed by the representative of NALCO.

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One original of the Integrity Pact will be retained by NALCO and the other original will be returned to the bidder through post / courier.

- 13.7 Only those bidders, who commit themselves to such a Pact with NALCO, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification for the tender.
- 13.8 At present, there is a panel of three Independent External Monitors (IEM) in NALCO. Their contact details are given as below:

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

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

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

- 13.9 In Case of sub-contracting by the contractor, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. In view of this, wherever Contractor proposes any sub-contractor in the bid, it shall ensure that sub-contractor shall also sign the Integrity Pact and submit the same in the bid.
- 13.10 Bidder should not be under liquidation, court receivership or similar proceeding. **Bidder has to submit certificate/ undertaking in this respect in their official letter head duly signed by their authorized signatory with official seal.**
- 14.0 Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the bidder.
- 15.0 **BID VALIDITY:**
- 15.1 Bid shall be kept valid for acceptance for a period of **04 (four) months** from the final bid opening date. A bid valid for a shorter period may be considered as non-responsive and liable for rejection.
- 15.2 The Bidder shall not be entitled during the bid validity period as mentioned above, without the consent in writing of NALCO to revoke or cancel its bid or to vary the bid given or any term thereof. In case of Bidder revoking or cancelling its bid without the consent of NALCO in writing, NALCO shall reject the offer of Bidder.
- 15.3 Notwithstanding above, NALCO may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing.
- 16.0 Technical specifications should be strictly as per the **Annexure-I i.e., Technical Specifications** of tender documents enclosed. In case of any deviation, please furnish the same clause-wise, under the head "Technical Deviations". **Any deviation mentioned elsewhere in the offer will not be considered.**
- 17.0 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.

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Deviations, if any appearing anywhere else in the offer shall not be considered for evaluation and ordering.

- 18.0 The Questionnaire under the caption "Agreed Terms & Conditions (Import)" is to be duly filled in and submitted along with the offer.
- 19.0 NALCO reserves the right to make any changes in the terms and conditions of Purchase and to reject any or all the bids received including those received late, incomplete and telex / fax bids, without assigning any reason(s) thereof.
- 20.0 Foreign bidders to quote prices in **single** Foreign Currency preferably in **USD, GBP, EUR or JPY** only.

21.0 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.

22.0 NOTIFICATION OF AWARD

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

23.0 ISSUE OF PURCHASE ORDER

- 23.1 After the successful Bidder has been notified that his bid has been accepted, the Owner will send to such bidder a Brief Order/ Purchase Order incorporating all the terms and conditions agreed between the parties.
- 23.2 Within 07 (seven) working 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.

24.0 CONTACTING THE OWNER

- 24.1 No correspondence, whatsoever until and unless called for by the NALCO, shall be entertained after due date and time of receipt of bid and any uncalled-for communication received later from the tenderers / agents will be ignored.
- 24.2 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.
- 24.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bid. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- 24.4 Please furnish name and address of the official to whom correspondence should be sent including telephone/ mobile number / fax number and e-mail id.

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25.0 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.

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

- 26.1 NALCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or; any obligations to inform the affected Bidder or Bidders of the ground for the Owner's action.
- 26.2 The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim, against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and the Bidder shall have no claim in that regard against the Owner. A bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.

27.0 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.
- 28.0 The NIT/Orders shall be governed by NALCO Purchase Manual, NALCO Contract Manual and all other relevant guidelines applicable from time to time.

ANNEXURE-I

TECHNICAL SPECIFICATIONS AND SCOPE

Material Code	UOM	Quantity
70251007021	EA	01

MATERIAL: ANODE BAKING FURNACE-II UPGRADATION

1. Scope:

The proposed scope of this proposal is for conversion of HFO based firing and control system to dual fuel type consisting of Natural gas and LSHS Premium.

The proposed scope of work is to modify the existing heating ramps & other associated necessary equipment to implement a gas burning system in parallel of the existing heavy Fuel oil equipment. A complete furnace can run either in LSHS Premium (in place of existing HFO) or natural Gas.

The proposed upgradation is to be done without production stoppage of existing plant.

2. Existing Anode Baking Furnace details:

**Anode Baking Furnace Data
Furnace 2**

Number of furnaces	1
Number of sections of Furnace	58
Number of fire groups	3
Number of pits per section	8
Number of flue walls per section	9
Number of fired sections per fire group	3
Fire cycle (h)	22 - 32
Anode temperature target (°C)	1100 ± 20
Anode layers in pit	4
Anode per layer	3
Anode per section	96
Pit size (L x W x H) (mm)	4990 x 705 x 4664

3. Brief description of Scope of Supply

- Design, manufacture, procurement and supply of all necessary components for the conversion of HFO heating ramps to dual fuel operation (LSHS Premium and natural gas).
- Design, manufacture, procurement and supply of gas station for ABF-2
- Design and supply of gas coupling including ball valves for each drop line on each furnace
- Adaptation of PLC software in all PLCs and adaptation of Level 2 control software
- Supervision of on-site installation,
- Erection, Testing and commissioning of converted system along with training

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4. Scope of Supplies & Services

Conversion of Heating Ramp (HR): Total: 10 (3 per fire + 1 Spare)

Sl. No	Description of Equipment	Qty. (No./ Set/ ramp)	Design / Engg	Supply
1	Heating ramp gas piping, including: - 1 gas piping to supply the injectors - 1 set of flanges for piping assembly - 1 set of fittings for gas components assembly - 1 set of mechanical parts to hold the gas piping on the existing mechanical frame	1	Fives S	Fives S
2	Set of gas circuit components, consisting of: - 1 shutting female coupling, - 1 gas filter, - 1 safety shut off valve (SSOV) - 1 by pass circuit for leak test procedure - 1 gas pressure transmitter [0, 200] kPa - 2 pressure switches (low / high) - 1 Pressure gauge	1	Fives S	Fives S
3	Main gas flexible hose	1	Fives S	Fives S
4	Manual ball valves for injectors	18	Fives S	Fives S
5	Complete gas injector	18	Fives S	Fives S
6	Gas flexible hose for injector connection	18	Fives S	Fives S
7	Ramp peephole covers for injector.	18	Fives S	Fives S
8	Set of connecting high temperature resistant cables and wiring accessories to wire the instrumentation and the injectors to the electrical panel HR-CM	1	Fives S	Fives S
9	1 PLC automation system in Ladder Logic format with HMI 10" and IO cards	1	Fives S	Fives S
10	Set of electrical components, consisting of: - 1 Digital Output cards - 1 power supply 24VDC with protection, - 1 power supply 220VAC with protection, - 1 relay for safety shut off valve (SSOV), - 1 relay for by pass valve, - 1 set of control relays for the injector valves, - 1 set of wiring components.	1	Fives S	Fives S
11	Cleaning of the Heating Ramps before the upgrade	1	Fives S	Fives S
12	Final assembly of ramp, wiring, balancing and testing	1	Fives S	Fives S
13	Handling, moving and installation of the assembled and tested ramp on the anode baking furnace	1	Fives S	Fives S
14	Fully equipped ramp testing, commissioning and site acceptance tests	1	Fives S	Fives S

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SCOPE OF SUPPLY GAS Installation

Gas Skid System
Gas Self Sealing Quick Coupling Set:

Sl. No	Description of Equipment	Qty. (No./Set)	Design / Engg	Supply
1	Quick self-sealing couplings to be installed on the main gas piping of the anode baking furnace (male part)	58	Fives S	Fives S
2	Safety manual ball valve with couplings and gaskets for each section fuel connecting point	58	Fives S	Fives S
3	Floor boxes	58	Fives S	Fives S

Gas Heating Ramp (HR)

The function of the Heating Ramp is to control the temperature in the firing zone by means of adjusting the quantity of fuel oil injected according to the baking temperature profile.

The gas circuit is designed to supply 2 (two) pulsed burners per flue wall according to the applicable safety requirements and standards.

Key requirements of new gas circuit to be installed on existing oil HR including the following, but not the least:

- Complete gas piping to be installed on the existing oil HR frame
- Flexible hose with its self sealing quick coupling for gas network connection
- Set of gas components including filter, Safety Shut of Valve (SSOV), ball valves, pressure switches, pressure transmitter, fittings, etc.
- Set of class A control solenoid valves in compliance with EN161 standard
- Set of gas injectors with flexible hoses
- Set of peephole covers/ burner bases for gas injectors designed for easy handling and air tightness performance. It shall able to handle dual fuel operation (LSHS Premium and natural gas).
- Set of high temperature connecting cables, etc.

Other supplies including:

- Consumables, special tools, spare parts for installation,
- Start-up, commissioning of equipment, Start-up burner
- List of spare parts for 2-year operation with price for supplied system during bid/detailed engineering
- Start-up burners (for cold furnace start): It shall able to handle dual fuel operation (LSHS Premium and natural gas).
Start-up burners incl. flame supervision unit for cold furnace start-up or in case that flue gas temperature is below 750°C ignition temperature for ABF 2

5. Scope of Work and battery limits

The proposed scope of work for the up-gradation of the firing and process control systems is included to the equipment listed in "Equipment scope of supply".

All the other supplies and services which are not clearly stipulated in this list are required to be supplied to fulfil the upgradation requirement.

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The gas conversion project consists in the following works to upgrade the heating ramps and the control system:

- Keeping of all the HFO components (piping, components, injectors, etc) from the heating ramps without any modification / upgrade.
- Installation of a completely new gas circuit including gas piping, components and injectors with peephole covers on the heating ramps
- Layout of new cables to power-up the gas components on the heating ramps.
- Upgrade of the heating ramps control module to operate the gas piping:
- New digital/Analog Input/ output card
- New 24VDC power supply for the injectors.
- New control relays for the Main valves and by-pass valve.
- New control relays for the injectors.
- Upgrade of the Level 2 and Level 1 software for the HR.
- All the control circuits/gas valves/pumps/ heaters should go to fail safe condition during power failure. PLC program should have all the required safety interlocks to prevent any kind of mishap. PLC system should be in Hot stand-by configuration to ensure safety during any CPU failure.
- The required flow, pressure, temperature and other parameters sensor/transmitter for gas line to be installed by vendor. The sensor data to be incorporated in the PLC and central SCADA/FCS system. The required interlocks of the parameters to be provided for ramp process running.

Safety:

- Required safety interlocks in compliance with globally accepted standards should be incorporated to prevent any mishap.

- **Up-gradation of Control System:**

Upgradation of the control system to do the following:

A L2 control system, including a fully hot redundant central process controller to manage the baking process safely with the required performances and comprising a Central Control System (CCS), a Real Time Supervision (RTS) and a Data Management System (DMS) with a SQL database.

A L1 control equipment (baking furnace level), including but not limited to a PLC automation system on each ramp.

Ultimate aim of the project is for delivery of a Gas Skid System including all Controls and a double (redundant) skid system for 7/24/365 continuous operation.

The new system will be Industry 4.0 compliant

Battery Limits: Piped natural gas will be available near the ABF floor. Tapping from the floor and onwards is in scope of vendor.

6. SCOPE OF SERVICES

Suppliers scope of services shall include the following:

- i) Design, engineering and manufacturing. The vendor must study capacity and condition of existing system before upgradation to dual fuel system.
- ii) Procurement of equipment and materials from sub vendors.
- iii) Fabrication, assembly and testing at works.
- iv) Surface preparation, protective coating and painting, including supply of paints (as per latest painting Standards).

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- v) Packing and delivery.
- vi) Erection, commissioning and PG testing of complete system.
- vii) PG test shall be carried out at any time during the guarantee/ warranty period of the dual fuel system at the option of owner.
- viii) Owner's personnel training at site.
- ix) It has to be ensured that all the individual damper assembly of exhaust ramp must run in auto mode throughout the fire cycle while running in natural gas/ LSHS.
- x) All fire regulation system should be through wireless communication. (Existing communication from ramp to ramp is wired, e.g. TPR, exhaust ramp, control module).
- xi) Erection/ commissioning planning must be done for necessary upgradation of the system without plant (ABF) Shutdown.

7. FREE ISSUE OF MATERIALS:

There will be no free issue of materials for the proposed upgradation of HFO firing system to dual fuel firing system. The vendor shall arrange all the materials required for the proposed system within the battery limit. However, free land & water for office cum store cum workshop during the tenure of the WO/PO to execute the work will be made available for the vendor. Electricity for office cum store cum workshop may be free or on chargeable basis, that can be decided during placement of order.

8. SAFETY:

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.

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.

9. COMPLETION SCHEDULE

The schedule for completion including Erection, Testing, Commissioning, PG Testing and Hand over to NALCO for the dual fuel system for Anode Baking Furnace-II of Smelter Plant complete in all respect shall be 18 Months from the date of LOI/Brief Order/ Purchase Order. The offer submitted shall be accompanied by a time schedule showing individual time period for each activity like submission of drawings, supply, erection and commissioning, etc.

10. STABILIZATION PERIOD:

After commissioning of the proposed system, the same shall be under observation for minimum three weeks' 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 vendor representative.

11. INSTRUCTIONS TO BIDDERS (TECHNICAL)

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- a) Technology: system, process, equipment, and components selected for this turnkey project shall be based on latest & proven and technology acclaimed nationally and internationally.
- b) 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.
- c) Major mechanical/ electrical /electronic drawings, schematics, control philosophy, PLC architecture, field instruments, bill of materials etc. Need approval of NALCO before going ahead with procurement/ manufacturing
- d) 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.
- e) Inspection and testing procedure (ITP) for acceptance of supplied materials at site to be submitted to NALCO within four months of LOI/PO placed on the vendor.
- f) Pre-dispatch inspection (PDI) documents like FAT, packing list, photographs/ videos etc. to be submitted before final inspection of LOI/PO placed on the vendor.
- g) Vendor shall ensure continued technical agreement and service and spare parts support for minimum period of ten years from the date of commissioning of the system
- h) All instruments, measuring tools etc. are to be calibrated periodically as per the requirement of NALCO and necessary calibration certificates are to be submitted to NALCO before use.

The vendor may visit the site for assessing exact site conditions before bidding.

- 12. Drawings/Documents submission:** All the drawings, documents/ manuals must be submitted in hard (6 Sets) and soft copies.

13. INSPECTION AND TESTING:

Each individual equipment shall be shop tested as per the applicable codes and standards for performance. Bidder shall perform the required tests necessary to fulfill the acceptable noise and vibration limits. Dynamic balancing tests for fans, etc., shall be performed as required.

Depending upon the requirements, NALCO will have option to visit the vendors factory minimum once to inspect all the equipment in its progressing state of manufacturing to check equipment, materials procurement control, manufacture progress, follow-up schedule, raw material conformity on presentation of material certificate, quality control, conformance to drawing, specification requirement, function of operating parts, overall size, welds quality control of the points undergo maximum stress etc.

Provision may be kept for pre-dispatch inspection (PDI) by NALCO. For inspection by NALCO representatives, inspector's to & fro charges, lodging, boarding, conveyance etc. will be borne by NALCO.

After installation and commissioning at site, the units shall be tested for overall performance as per procedures mutually agreed upon. All instruments and gadgets for testing at site shall be arranged by bidder at his own cost.

14. PERFORMANCE GUARANTEE AND TESTING:

14.1 Test Procedure:

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 vendor within **three months** of commissioning of the dual fuel firing system.

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The vendor has to successfully demonstrate the intended parameters/ functions of the upgraded project

14.2 PARAMETERS:

It should demonstrate Safety, Production quality and capability of the system.

Performance tests at the job site will consist in checking the operation of the control room equipment and the equipment of one fire group in real operation by heating and baking green anodes.

SAFETY: To prevent explosion risks following safety interlocks is to ensured

- a) **Safety on exhaust pipe negative pressure:** if exhaust draught is superior to pre-set value, the fuel injection is stopped on all heating ramps of the corresponding fire.
- b) **Safety on flue wall negative pressure:** if the negative pressure in a flue wall is superior to a pre-set value, the fuel injection in the corresponding flue wall is stopped
- c) **Safety on fuel self-ignition temperature:** if the temperature of a flue wall drops below the ignition temperature, the fuel injection in the corresponding flue wall is stopped.
- d) **Safety on HR electrical supply:** if the electrical power supply disappears on the HR, the fuel injection is automatically stopped.
- e) **Safety on HR low and high pressure:** in case of the gas pressure is too low or too high inside the supply piping (detection by pressure switches), the main Safety Solenoid Valve is automatically closed and a dedicated fault is generated
- f) In addition to these safety interlocks managed by the FCS, the ABF gas supply to the ramps has to be, if required, automatically shut down as soon as the FTC draft is not sufficient.

Production and capability of the system:

- a) Enhanced temperature control in each flue wall. Heating ramp temperature divergence shall be within the range of: ± 10 deg. centigrade with respect to set temperature.
- b) TPR temperature deviation of all flue walls shall be within the range of: ± 50 deg. centigrade of the set value.
- c) ER Draught regulation shall be optimum to keep the (-) draught within the range of: ± 10 Pascal.
- d) Positive pressure in the ZPR shall be within the range of: ± 2 Pascal.
- e) Uniform pitch front across the walls subjective to flue wall condition
- f) Consistent baking quality (Lc of anodes). Anode temperature shall be within the range of $1100: \pm 20$ deg. centigrade
- g) Anode temperature from preheating section to complete heating cycle will be recorded and corresponding analysis results will be recorded for optimisation. Vendor shall ensure necessary arrangement for the same
- h) System provider will give standard baking curve along with overall heating schedule.
- i) Oxygen and carbon monoxide presence in the flue-gases shall be measured at 1st and 2nd preheating sections, after the two zones of combustion, by the equipment supplier with his own set of reliable and calibrated equipment for conformity of the 100% combustion of the fuel and the pitch volatiles. All data generated must be shared with the user and accordingly ER draught and ZPR set-points may be recommended by the supplier which can be incorporated in the Standard Baking Curves.
- j) Start-up burners testing must include the demonstration of the continuous usage of the burners for 10 hours with user induced changes in the flame length and its intensity.

15. 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 &

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documents, all type of spares, imparting Training at site to Nalco personnel as per terms and conditions of contract.

16. 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.
- 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

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- 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

17. SPECIAL CONDITIONS OF CONTRACT

- The vendor has to visit site for pre-bid meeting to assess site condition and discussion with NALCO team.
- 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.
- 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.
- 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.
- 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.
- 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 the existing operating setup and proceed in a manner that shall not affect the operation in anyway.
- The contractor shall carry out the work in accordance with instructions/ drawings/ specification/ standard practices/ national and international norms.
- Good quality and accurate workmanship for proper performance of equipment / systems shall be guaranteed by the contractor on every stage of supplies and works.
- Preservation of all components at all stages of pre-assembly/ erection/testing and commissioning till completion of trial run of unit.
- 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

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instruction of Nalco. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor.

- 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.
- 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. Only fully trained and competent men with previous experience of the job shall be employed. They shall hold valid certificates wherever necessary.
- 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.
- 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., then the contractor has to reinstate the same at his own expense.
- The work covered under this scope of work is of highly sophisticated nature requiring best quality/ proven workmanship engineering and construction management. It 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 adequately trained qualified and experienced supervisory staff and skilled personnel.
- 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 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 during the construction and leaving the site safe at all times. When the work is temporarily suspended he shall protect all construction materials, equipments 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.
- All electrical installation covered in contractors' scopes 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 equipments like dc systems, ups etc if addressed in the scope of work shall be supplied by the contractor and shall be arranged by him.
- It shall be the responsibility of the contractor to apply touch up painting on all 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.
- 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, specification of

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

- 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.
- 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.
- Wherever it is mentioned in the specifications that the contract 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.
- 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, commissioning, pg test and hand over.
- After issue of LoI/Brief order/PO & SPO, the contractor shall visit the site within 15 days of acceptance of the order for kick-off meeting. The modality of execution of the project shall be deliberated by the contractor with Nalco project team.
- 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.
- 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.
- The contractor shall have independent account codes from concerned regional provident fund commissioner for provident fund and independent account code from regional director ESI for ESI. Fulfilling all statutory stipulations towards PF & ESI is mandatory for the bidders.
- 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.
- 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.
- 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 authorised representative shall be construed as having been given to the contractor.
- 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

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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.

- 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.
- 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 as decided by manager-in-charge or his/her authorized representative 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 limits, adjacent/ adjoining to the existing operating plant. As such, contractor is required to abide by all safety and security regulations of the Nalco being enforced from time to time.
- 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:
- 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.
- 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.
- 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 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

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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.

- 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.
- 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.
- All inspection and test on supply items if any shall be made as required by specifications forming part of this contract. Various stages of inspection and testing shall be identified after receipt of quality assurance plan (QAP) from the contractor / manufacturer. Inspection calls shall be given 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 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 dispatched 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.
- The contractor/seller shall despatch the equipment only after issuance of despatch clearance. Prior to dispatch of the equipment/ machines/ components, the basis of despatch clearance shall be approved by Nalco. The document which defines the basis of despatch is known as "inspection categorization plan" (ICP). This document shall contain description of the equipment, the place of inspection, agency for inspection and basis of inspection i.e., QAP document. A typical ICP is divided into 3 categories as follows:

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- 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 contractor/seller, the report to be submitted to Nalco. Based on this inspection report, despatch clearance shall be given by Nalco.
- 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.
- 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 acceptance of the work shall not relieve the contractor from any of his responsibilities under this contract.
- 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.
- 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.
- 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.
- 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.

- 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 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.
- 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.
- 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.
- 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.
- All design basis, calculations, drawings, layout, & specifications etc. are to be ratified / verified by the contractor. Major drawing and documents are to be approved by Nalco prior to use. A document control index (DCI) is to be prepared within one month from effective date of contract by the contractor indicating description documents/ drawings with corresponding schedule submission date and submitted to Nalco for record.
- The contractor to ensure full compatibility of the proposed system with the existing layout/ system & processes.
- While selecting of the equipment, protection, enclosures, safety devices, drives etc.; emphasis has to be laid down on existing site conditions and operational practices.
- Since the project has to be constructed in the vicinity of operating plant, contractor executing the project has to cushion unavoidable delays on account of operational constraints in construction/ commissioning activities. There may be requirement of taking shut down of the existing running plant for carrying out installation of any equipment or integration with existing system. In such cases, a micro planning for activities during 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 organised by the contractor during the shutdown period to minimize the shutdown hours. Normally, Nalco takes 16 hours planned shutdown in a week 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 assessed prior commencement of the project.
- Appropriate provision of access points like walkway, staircase, ladders etc. For operational and maintenance convenience are to be suitable incorporated in the detailed engineering.
- All correspondence, submission of bills, data sheet, documents shall be marked to the designated the manager-in-charge or his/her authorised representative compliance to statutory & regulatory requirements during consecution and erection shall be in the scope of EPC contractor.
- 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 depending upon the availability at Nalco's archives or site. If the required data/drawing is not available with

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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.

- The contractor shall specify the manner for movement/ storage of construction material for so that normal operating plant is not affected.
- 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.
- 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.
- 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.
- The site mobilization and work at site should start as per the time line mentioned approved project schedule.
- 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.
- 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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ANNEXURE-I (A)

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:

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ANNEXURE-II

SPECIAL INSTRUCTIONS TO BIDDERS

- 1.0 The specification of the materials offered should be strictly as per Annexure-I - Technical Specification and scope of supply (enclosed). In case of any deviation, please furnish the same clause-wise, under the head "Technical Deviations". Any deviation mentioned elsewhere in the offer will not be considered.
- 2.0 SITE VISIT AND SCOPE OF PRE - BID MEET:
- 2.1 Bidder is advised to visit and examine the site, its surrounding and familiarize himself of the existing facilities and environment and collect all other information which he may require for preparing and submitting the bid and entering in to the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.
- 2.2 The bidder or any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the owner and his personnel or agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.
- 2.3 Name of Contact Person for Site Visit:
- (i) Mr. Bedabrata Arya, DGM(Mech.)
Smelter Plant, NALCO, Angul, Odisha-759145
Mob: +91 9437094729
E-mail: bedabrata.arya@nalcoindia.co.in
- (ii) Mr. Satya Bibhuti Sahoo, GM(E&I-CRG)
Smelter Plant, NALCO, Angul, Odisha-759145
Mob: +91 9437123377
E-mail: satya.sahoo@nalcoindia.co.in
- All technical clarifications should be addressed to the above persons.
- 2.4 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.
- 2.5 All commercial clarifications requests shall be addressed to the following:
- (i) Mr. Ranjeet Kumar, SM (Matls.),
National Aluminium Company Limited,
Nalco Bhawean, P/1, Nayapalli, Bhubaneswar, Odisha - 751013
Mob: +91 9437037402
E-mail: ranjeet.kumar@nalcoindia.co.in
- (ii) Mr. Mihir Behera, AGM (Matls.),
National Aluminium Company Limited,
Nalco Bhawean, P/1, Nayapalli, Bhubaneswar, Odisha - 751013
Mob: +91 9437111103
E-mail: mihir.behera@nalcoindia.co.in

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- 2.6 A Pre-bid meeting will be arranged by the owner at Angul (for physical meeting) or through Video Call (VC) on technical and commercial issues after two weeks of issuance of tender. The following points are to be noted: -
- 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.
 - 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".
 - 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.
 - All the bidders should come prepared for the site visit and they will be accompanied by an authorized representative of the owner and consultant.
- 2.7 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.
- 2.8 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.
- 2.9 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.
- 3.0 EVALUATION / LOADING / REJECTION CRITERIA
- 3.1 All evaluation shall be made on landed and erected on destination basis including design and engineering, supply of equipment's and commissioning spares, etc. and all other construction, installation and commissioning charges, etc. along with the taxes and duties for the same, as per scope of Technical Specifications and Scope of Work. However, vendor recommended two years O&M spares and consumables shall be considered as optional item which will not be considered for evaluation.
- 3.2 Arithmetical errors will be rectified on the following basis: -
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected. Further, if there is a discrepancy between the quoted lump sum price, and its separate break-up prices (if any), the quoted lump sum price shall prevail.
- 3.3 To facilitate evaluation and comparison, NALCO will convert all bid prices of foreign bidder expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on the reference rate of Financial Benchmarks India Pvt. Ltd. (FBIL) as set up by Reserve Bank of India (RBI) or based on the Bill Selling exchange rate of State Bank of India (SBI) prevailing as on the date of price bid opening.
- 3.4 Bid evaluation for indigenous bidders shall be done considering GST Rates and HSN quoted by the bidder. GST Rates and HSN quoted by the bidder(s) shall be treated as final and bids shall be evaluated accordingly. Any higher rate of tax actually invoiced shall be adjusted in price.
- 3.4.1 Supply prices shall be evaluated as follows:

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

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

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

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

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

3.5.2 Prices must be furnished in accordance to the price schedule format enclosed and strictly based on the terms specified related to the bid prices in the instructions / conditions. Non-compliance to this requirement shall make the bid liable for rejection.

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- 3.5.3 Bidders are requested to note that exceptions/modifications taken by them to the following clauses of Tender Documents - Commercial may result in rejection of bid:
- (a) Completion Schedule
 - (b) Period of validity of bid
 - (c) Guarantee / Warranty
- 4.0 REFERENCE LIST
- The bidders are requested to submit a list of buyers to whom the same or similar type of equipment have been supplied by them and which are under operation. The detailed addresses of such buyer's office/ works including Telephone, Fax Nos. and Contact Person and Order Reference are to be mentioned.
- 5.0 ENGAGEMENT OF AGENTS/ MIDDLEMEN/ INTERMEDIARY/ CONSULTANTS/ SERVICE PROVIDERS:
- 5.1 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.
- 5.2 Agent shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status, including the extent of authorization and authority given to commit the Principal, being enjoyed by the agent and the commission/remuneration/salary/ retainer-ship fee being paid by the principal to the agent before the placement of order by NALCO. Wherever the Agent is a foreign company, it shall be confirmed whether it is real substantial company and details of the same shall be furnished.
- 5.3 Wherever the Agent have communicated on behalf of their Principal, and the principal has stated that they are not paying any commission to the Agent, and the Agent is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the Principal before the placement of order by NALCO.
- 5.4 Agent who submits offer, on behalf of their Principal, against a tender must submit Letter of Authority of the Principal specifically authorizing the agent to make such an offer.
- 5.5 No entity can be allowed to function as Agent on behalf of two Principals against any particular tender.
- 5.6 Failure to furnish correct and detailed information as called for in above paragraphs render the concerned offer liable for rejection or in the event of a contract materializing; the same is liable to termination by NALCO. Besides this, there would be a scope for imposing a penalty of banning business dealings with NALCO and/or payment of a named sum as damages.



GENERAL CONDITIONS OF CONTRACT

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

Web site: 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, 8th 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 conformation 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 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 Enginner-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 and 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 4th and 19th 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 EARNST 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.(Rupeesonly) towards earnest money in lieu of cash.
2. WEBank having its branch office atdo 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. WEBank 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. WeBank 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) foron the terms and conditions as set out inter alia, in the Company’s contract No./ P.O. No.dateand 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. WeBank having its branch office atdo 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. WeBank 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. WeBank 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. WeBank having its branch office atdo 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. WeBank 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.

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**

Sl. No.	Name of work done	Estimated cost	When started	When completed	Date of Completion As per contract.	Remarks
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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.

Sl. No.	Description, Make & Capacity	Year of Manufacture	Category (a) or (b) or (c) below	Location	Remarks
(1)	(2)	(3)	(4)	(5)	(6)

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
---------	---------------------	-----	---------

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.**

Sl. No.	Details of personnel to be deployed on this work	No.
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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.)
------------	---------------------------	---------------------------------	--------------

-
- 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 10th and 11th 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	The word "any one" appearing in the end of the second para of Clause No. 22.0 shall be read as "OWNER".
05	52.3.6	Return of unutilised materials and scrap/wastage.	<p>i) The words "SAIL, Bhubaneswar stock yard rate" appearing in 3rd 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 th 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 rd & 4 th line of the 2 nd 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,

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,

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)

ANNEXURE-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL (GCC Clause 1)

- 1.1** "Owner" means National Aluminium Company Limited (NALCO), a Company incorporated under the Companies Act, 1956 having its registered office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar, Odisha -751013 or any other place as modified subsequently and shall include its successors and assignees
- 1.2** The terms 'Subcontractor' and 'Sub vendor' are interchangeable and they have the same meaning as defined under "Subcontractor" in GCC Clause No. 1.
- 1.3 Every part Supplementary:** Notwithstanding the sub-division of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.4 GCC in variance with SCC:** Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override/ prevail over the provision(s) of the General Conditions of Contract only to the extent that such repugnancy of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.5 Cost inclusive without specific provision:** Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.
- 1.6 Order of Precedence:** In case of an irreconcilable conflict between Indian or other applicable International / Indian standards, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Specifications, Drawings or Price Schedule / Schedule of Rates and any other portion of Bidding Document, following order of precedence shall prevail to the extent of such irreconcilable conflict in order of precedence:
- (i) LOI/LOA/PO/SPO/WO including any agreed variation
 - (ii) Price Schedule Format/ BOQ / Schedule of rates/Bill of Quantity
 - (iii) Technical Specifications
 - (iv) Drawings
 - (v) Special Conditions of Contract.
 - (vi) Special Instructions to Bidders
 - (vii) Instruction to Bidders
 - (viii) Terms & Conditions for Erection, Testing, Commissioning at Site
 - (ix) General Conditions of Contract.
 - (x) Relevant Indian Standards
 - (xi) Other Documents
- 1.7 Absence of any Specifications:** In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/ directions of the Engineer-in-Charge, which will be binding on the CONTRACTOR.

National Aluminium Company Limited
"ABF-II FIRING & CONTROL SYSTEM MODIFICATION" OF SMELTER PLANT, ANGUL, ODISHA (INDIA)
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- 1.8** It will be Contractor's responsibility to bring to the notice of Engineer-In-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference to, which the conflict exists.

2.0 SCOPE OF WORK

- 2.1** The scope of work in general includes scope of work specified in various Technical Specifications provided in Technical portion of the bidding document and Price Schedule Format/ Schedule of Rates (SOR) / Schedule of Prices (SOP) enclosed in the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.
- 2.2** The lump sum price shall include complete scope of work/supply as defined in the Technical portion of the bidding document and Schedule of Rates / Prices enclosed in the Bidding Document. In case any activity though specifically not covered in the bidding document but is required to complete the work which could be reasonably implied/ informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the lump sum price.

3.0 SCOPE OF SUPPLY

- 3.1** The scope of supply is as mentioned in Job Specifications/ Technical Specifications, Schedule of Rates/prices etc. of Bidding Document. All materials, equipment's, labor & consumables required for successful completion of work as per the Technical portion of the bidding document and Schedule of Rates / Prices enclosed in the Bidding Document, shall be supplied by the CONTRACTOR and the cost of such supply shall be deemed to be included in the quoted price without any additional liability on the part of EIL/NALCO except for the material specifically covered under Owner's Scope of Supply.
- 3.2** All materials, equipment, consumables etc. required for successful completion of the works are to be supplied by the Contractor at their sole cost and expense.
- 3.3** The equipment tools and tackles to facilitate construction and after final commissioning, performance guarantee test shall be in Contractor's scope. The Contractor may arrange it through purchase/hire/lease basis and such equipment, tools, tackles shall remain the property of the Contractor and it shall be removed from site after its requirement is over. No additional payment shall be made for mobilization and/or demobilization of such equipment, tools, tackles etc.

4.0 SCOPE

- 4.1** 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.
- 4.2** 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.
- 4.3** 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

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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.

4.4 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. All contractual obligations shall commence from the Effective Date of Order.

5.0 PAYMENT TERMS (Schedule of Rate And Payments: (GCC Clause 69)

Before release of any payment, the vendor needs to submit the following;

- (a) Unqualified acceptance of purchase order/ service purchase order.
- (b) Acceptable and confirmed contract cum performance bank guarantee (CPBG)

5.1 Interest Bearing Advance

5.1.1 Interest bearing recoverable advance shall be paid to the vendor/ supplier, if insisted by the vendor, 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 Marginal Cost of Funds-based Lending Rate (MCLR) of one-year tenure of State Bank of India (SBI) as declared/ published in the month of April of that Financial Year (i.e., FY is from April to March) plus one percent (1%). The rate of interest shall be made variable instead of fixed for the entire tenure of the contract.

5.1.2 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. 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.

5.1.3 Guideline for advance payment

Interest bearing recoverable Advance shall be paid to the Contractor after the following conditions have been fulfilled:

- (i) The advance will be interest bearing and recoverable.
- (ii) The advance shall be paid to the vendor/ supplier, if requested by them, in not less than two instalments in case the advance sought is up to 10% of the order value (excluding taxes & duties) and in not less than three instalments in case the advance sought is above 10% of the order value (excluding taxes & duties).
- (iii) Advance shall be paid after acceptance of order and submission of confirmed Bank Guarantee for Advance amount and contract-cum-performance bank guarantee i.e., CPBG@10%.

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- (iv) Contractor shall submit Bank Guarantee(s) for an amount equivalent to 110% of the advance amount valid up to delivery period plus one-month from any bank as per list provided by the owner and in a format acceptable to the owner.
- (v) The contractor shall at the request of the owner suitably extend the validity of the Bank Guarantee(s) for such period as may be required.
- (vi) 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.
- (vii) The Rate of Interest shall be variable during tenure of contract. The Rate of Interest applicable on balance amount of Advance, applicable for the financial year shall be fixed to MCLR (1-year-tenor) of SBI declared in the month of April of that financial year plus 1%.
- (viii) The interest shall be charged up to original contractual delivery period plus one month, if the delay is not attributable to the vendor.
- (ix) Recovery of advance paid shall start from 1st Invoice. Depending upon the percentage of advance opted by the vendor, the recovery shall be made in such a manner that the total advance is recovered when 80% of the Total Order Value gets paid. The percentage of recovery from invoices for advance shall be decided as per given formula:
$$\% \text{ Recovery} = (\% \text{ Advance}/80) \times 100$$
- (x) 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:

5.2 FOR FOREIGN VENDORS:

(A) FOR SUPPLY PORTION (i.e., EQUIPMENT'S, ACCESSORIES, ETC.):

- (i) Payment for 15% (fifteen percent) of the supply order value (excluding freight charges, in case of CFR order and charges towards pre-dispatch inspection PDI, if any) shall be made through bank transfer against submission of project schedule, quality plan, document list of the project duly certified by Engineer-in-charge (EIC) of NALCO or his/her authorized representative against submission of advance bank guarantee (ABG) for equivalent amount valid up to FOB delivery incoterms plus two-months.
- (ii) Payment for 15% (fifteen percent) of the supply order value (excluding freight charges, in case of CFR order and charges towards PDI, if any) shall be made through bank transfer against submission of basic engineering general layout duly certified by Engineer-in-charge (EIC) of NALCO or his/her authorized representative and submission of the Purchase Orders (price portion remain hidden) for major components/ equipment's placed on your manufacturer against submission of advance bank guarantee (ABG) for equivalent amount valid up to FOB delivery incoterms plus two-months. Detailed list of major components/ equipment's to be submitted by bidder either during submission of offer or after kick-off meeting.
- (iii) 50% (fifty percent) payment of the supply order value (along with freight charges, in case of CFR order and charges towards PDI, if any) shall be made through irrevocable letter of credit against presentation of shipping documents.
- (iv) 10% (ten percent) payment shall be made after completion of erection of complete system against certification by EIC or his/ her authorized representative of NALCO.

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In case, the erection is not completed within maximum 10 months from the FOB date (BL date) due to reason not attributable to the contractor/supplier, then the payment can be released with due certification by EIC of NALCO or his/her authorized representative against submission of a bank guarantee (ABG) for equivalent amount valid until the end of the guarantee/ warranty period. The bank guarantee will be released upon successful completion of erection and against certification by EIC of NALCO or his/her authorized representative.

- (v) Balance 10% (ten percent) payment shall be made completion of successful commissioning, PG Test and final handing over of the complete system against certification by EIC or his/her authorized representative of NALCO.

In case, the Final Hand over are not completed within maximum 17 months from the FOB date (BL date) due to reason not attributable to the contractor, then the payment can be released with due certification by EIC of NALCO or his/her authorized representative against submission of a bank guarantee (ABG) for equivalent amount valid until the end of the guarantee/ warranty period. The bank guarantee will be released upon final handing over and against certification by EIC of NALCO or his/her authorized representative.

NOTE:

- (i) Payment for supply shall be made either through Irrevocable Letter of Credit (LC) or through cash against Documents (CAD) basis.
- (ii) Irrevocable Letter of Credit (LC) shall be opened by Buyer's bank in India (State Bank of India, Commercial Branch, Unit-II, Ashok Nagar, Bhubaneswar-751009, ODISHA, INDIA, SWIFT code: SBININBB119) and shall be advised through buyer's corresponding bank in Seller's country. Hence, the LC shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by the supplier. The Contract-cum- Performance Bank Guarantee (CPBG) for 10% of Total Order Value shall have to be furnished within 30 days of placement of order to facilitate opening of LC.
- (iii) All the bank guarantee (BGs) shall be as per Nalco's format (enclosed) and from any of the Nalco's approved bank list (List enclosed).
- (iv) For import consignments, all taxes, duties and levies of any kind that may be payable outside India shall be borne by the Seller. All taxes and duties payable in India on the supply material shall be payable by the Purchaser.

(B) FOR SERVICES PORTION (i.e., ERECTION, COMMISSIONING, TESTING, DISMANTLING, ETC.):

100% (hundred percent) payment shall be made within 30 days based on site activities against submission of monthly progress bills duly certified by Engineer-in-charge (EIC) of NALCO or his/her authorized representative.

NOTE:

- (i) As per Income Tax Act by Govt. of India, the contractor has to submit following documents for release of payment for foreign services:

- Tax Residency Certificate (TRC)

(TRC issued by Tax Authority of his country from where his office/ establishment is located. The TRC is to be issued in English Language. If

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the same is issued in any other Language, the seller must translate it to English Language & submit for release of payment)

- **IT PAN No.** (if any),

- **Form No 10F**

(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.)

- Valid e-mail id, and valid telephone No. and Fax No.

5.3 FOR INDIAN VENDORS:

(A) FOR SUPPLY PORTION (i.e., EQUIPMENT'S, ACCESSORIES, ETC.):

- (i) Payment for 15% (fifteen percent) payment of the basic supply order value (excluding applicable taxes and freight charges) shall be made through bank transfer against submission of project schedule, quality plan, document list of the project duly certified by Engineer-in-charge (EIC) of NALCO or his/her authorized representative against submission of advance bank guarantee (ABG) for equivalent amount valid up to DAP NALCO Smelter Plant, Angul, Odisha, India delivery incoterms plus two-months.
- (ii) Payment for 15% (fifteen percent) payment of the basic supply order value (excluding applicable taxes and freight charges) shall be made through bank transfer against submission of basic engineering general layout duly certified by Engineer-in-charge (EIC) of NALCO or his/her authorized representative and submission of the Purchase Orders (price portion remain hidden) for major components/ equipment's placed on your manufacturer against submission of advance bank guarantee (ABG) for equivalent amount valid up to DAP NALCO Smelter Plant, Angul, Odisha, India delivery incoterms plus two-months. Detailed list of major components/ equipment's to be submitted by bidder either during submission of offer or after kick-off meeting.
- (iii) 50% (fifty percent) payment of the basic supply order value (including applicable taxes and freight charges) shall be made through bank transfer after receipt of materials at DAP NALCO Smelter Plant, Angul, Odisha, India.
- (iv) 10% (ten percent) payment shall be made after completion of erection of complete system against certification by EIC or his/her authorized representative of NALCO.

In case, the erection is not completed within maximum 10 months from the date of receipt of the materials at NALCO site due to reason not attributable to the contractor/ supplier, then the payment can be released with due certification by EIC of NALCO or his/her authorized representative against submission of a bank guarantee (ABG) for equivalent amount valid until the end of the guarantee/ warranty period. The bank guarantee will be released upon successful completion of erection and against certification by EIC of NALCO or his/her authorized representative.

- (vi) Balance 10% (ten percent) payment shall be made completion of successful commissioning, PG Test and final handing over of the complete system against certification by EIC or his/her authorized representative of NALCO.

In case, the Final Hand over are not completed within maximum 17 months from the date of receipt of the materials at NALCO site due to reason not attributable to the contractor, then the payment can be released with due certification by EIC of NALCO or his/her authorized representative against submission of a bank guarantee (ABG) for equivalent amount valid

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until the end of the guarantee/ warranty period. The bank guarantee will be released upon final handing over and against certification by EIC of NALCO or his/her authorized representative.

(B) FOR SERVICES PORTION (i.e., ERECTION, COMMISSIONING, TESTING, DISMANTLING, ETC.):

100% (hundred percent) payment shall be made within 30 days based on site activities against submission of monthly progress bills duly certified by Engineer-in-charge (EIC) of NALCO or his/her authorized representative.

NOTE:

Direct Payments will be made through e-payment mode through SBI as well as NEFT/RTGS mode through designated enabled branches. Sellers are requested to furnish duly filled Bank Mandate form in duplicate with due authentication from their Banker, as per format attached with tender documents.

- 6.0** 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.

7.0 INSURANCE (GCC Clause 80)

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

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

7.2 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.

7.3 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.

7.4 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.

7.5 Before commencement of the work, the Bidder shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, Death, Bankruptcy etc., shall be the responsibility of Bidder. Further the Bidder may refer to relevant clauses of GCC, SCC and the Contract Agreement of IFB.

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- 7.6** Bidder shall take third party liability insurance for deployed workmen, employees against any damage, loss, injury or death arising out of the O&M work

8.0 CONSTRUCTION, ERECTION OF PLANT AND MATERIAL

8.1 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.

8.2 Work & Services to be provided by the Owner

Works and services which shall be provided by the Owner for carrying out complete work at Site shall be as defined in the 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.

8.3 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.

8.4 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.

8.5 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

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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.

8.6 Security

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

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

8.7 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.

8.8 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.

8.9 Protection of Property and Contractor's Liability

8.9.1 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.

8.9.2 The Contractor will ensure provisions of necessary safety equipment such as barriers, sign-boards, warning lights and lamps, etc. to provide adequate protection

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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.

8.9.3 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 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.

8.9.4 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.

8.10 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.

9.0 CONSTRUCTION

9.1 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.

9.2 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.

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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.

- 9.3** 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.

10.0 REGULATION OF LOCAL AUTHORITIES & STATUES

- 10.1** 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.

- 10.2** 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.

- 10.3** 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.

- 10.4** 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."

11.0 WARRANTY AND CPBG

11.1 WARRANTY PERIOD

The materials supplied by the bidder

The materials supplied by the bidder shall be guaranteed against all defects in design, raw materials, manufacturing, assembly, workmanship, performance, etc. for a period of 12 (twelve) months from the date of satisfactory completion of commissioning or 24 (twenty-four) months from the date of completion of FOB/DAP dispatch (for offshore)/ receipt (for onshore), whichever is earlier.

Any material found with manufacturing defects/ physically damaged/deteriorated due to improper packing upon receipt at site shall be immediately replaced by the vendor free of cost without any delay at Smelter plant NALCO, Angul, Orissa, India basis.

All goods or materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated on the order. No deviation from such specifications or alternations of these conditions

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shall be made without Purchaser's agreement in writing which must be obtained before any work against the order is commenced. All materials furnished by the Seller pursuant to this order are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by Purchaser) and shall be free from faulty design, bad workmanship and defective materials. Permission to ship or dispatch the materials granted by inspectors shall not relieve the Seller from any part of this/its responsibilities of proper fulfilment of the requirement.

If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time prior to completion of warranty period. The seller shall, at its own expense and as promptly as possible make such alternations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and fulfill the foregoing guarantees. Purchaser may, at its option, remove such defective materials, at Seller's expense, in which event Seller shall without cost to Purchaser and as promptly as possible furnish and install proper materials.

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

11.2 CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG) (GCC Clause 19):

- (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 act to increase the value of Bank Guarantee to 10% (ten percent) of the contract price, to cover his warranties.
- (e) The Performance Bank 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 both for off-shore and on-shore contracts).

(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.

(VI) COMPLETION SCHEDULE OR TIME OF PERFORMANCE (GCC Clause 21):

The schedule for completion including Erection, Testing, Commissioning, PG Testing and Hand over to NALCO for the dual fuel system for Anode Baking Furnace-II of Smelter Plant complete in all respect shall be **18 Months** from the **effective date of Order**. The offer submitted shall be accompanied by a time schedule showing individual time period for each activity like submission of drawings, supply, erection and commissioning etc.

12.0 PRICE REDUCTION SCHEDULE FOR DELAY IN COMPLETION (GCC Clause 24)

Price Reduction Schedule (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. For application of PRS, the date of completion of project shall be considered as the date of put to use of the supplied system.

- (i) Liquidated Damages (LD) for delay in delivery/ completion wherever mentioned in tender documents, is to be read as Price Reduction Schedule (PRS).

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- (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.

13.0 LIMITATION OF LIABILITIES

- 13.1** "Notwithstanding the above, the maximum liability shall be 100% of total contract value and the vendor will not be liable for any indirect or consequential losses or damages" including, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

14.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

- 14.1** If the contractor fails to fulfil the terms and conditions of the contract, NALCO shall have the right to award the total or left out work to any other contractor at the risk and cost of the said contractor after giving 15 days' notice to the contractor.

15.0 MODIFICATION TO GCC

- 15.1** The 'Proforma for Contract Cum Performance Guarantee by Seller/ Contractor', 'Bank Guarantee for Advance Payment', '~~Proforma for Bank Guarantee for Earnest Money Deposit~~' attached to General Conditions of Contract (GCC) stands replaced with Annexure-X and Annexure-XI of this NIT. Proforma for 'Bank Guarantee for Security Deposit' in GCC stands deleted.

16.0 OTHERS:

- 16.1** If the work is delayed due to happening of any of the following event the contractor shall immediately give notice thereof in writing to the Engineer -in-Charge but shall nevertheless use his best efforts to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work/job.
- a) Force majeure
 - b) Abnormal bad weather for a considerable time.
 - c) Serious loss or damage by fire
 - d) Civil commotion strike or lock out
 - e) Delay on the part of other contractors or supplier engaged by NALCO in executing work, which has a bearing in completion of the work.
 - f) Non-availability of materials, which are in NALCO's scope of supply.
 - g) Non-availability or break down of tools and plants supplied by NALCO
 - h) Any other causes considered to be beyond the reasonable control of contractor.

The intimation in writing has to be submitted by the contractor to Engineer-in-charge not later than 15 days of occurrence of such events indicating possible impact on the completion schedule giving full justification for the same. Engineer-in-charge shall examine the reasonableness of such submission and shall take action as deemed fit.

ANNEXURE-V

TERMS AND CONDITIONS FOR ERECTION, TESTING, COMMISSIONING AT SITE

(to be read along with Annexure-XIX)

- 1.0 The man days with per diem rate quoted for On Site Technical Assistance at site shall include transport, out of pocket expenses, all health care/ medical expenses and all other incidental charges for your personnel.
- 2.0 It should include to & fro Economy class Air fare for Foreign vendor's supervisory personnel as well as travel time.
- 3.0 For Indian bidders, To & Fro 2nd A/C fare by rail for transportation up to site shall be reimbursed against documentary evidence.
- 4.0 The man days with per diem charges shall remain firm and fixed till complete execution of contract without escalation.
- 5.0 Seller shall be working at Owner's site along with agencies who will be engaged in similar other activities. For this purpose, the third-party risk shall also be covered by seller at his cost.
- 6.0 Following site conditions shall apply:
 - (i) Working hours at those prevailing site - normally 8 hours a day, Monday through Saturday with maximum 44 hours per week.
 - (ii) Vendor's supervisor personnel to observe/ abide by
 - Site working conditions and Safety codes.
 - All applicable Indian Laws at Site.
 - (iii) Vendor will indicate number of persons to be deployed and tentative number of days for completion for On Site Technical Assistance at site.
 - (iv) Selection of Foreign / Indian supervisory personnel shall be left to Owner's choice.
 - (v) Charges for above activities of **Indian Vendor** shall be inclusive of Indian Income Tax. Indian Income Tax will be deducted from the bill amount & Tax Deducted at Source Certificate will be issued.
- 7.0 The charges of foreign vendor supervisory personnel shall be exclusive of applicable GST. Indian Vendors shall indicate the SAC code and the applicable GST rate for this activity in the price schedule. For Foreign vendors the same shall be borne by NALCO.
- 8.0 Since it is an existing NALCO Site with various units in operation, the proposed site has constraints of space availability, restriction in movement of over dimensioned/ overweight consignments both within and outside the NALCO Site limits. Further, construction/ erection work for several other project facilities at various location within Site will be progressing concurrently. It will be the responsibility of vendor to seek approvals from the Owner for working within & outside the NALCO Site limits and also of taking all suitable safety measures as per regulations in force for the safety of existing NALCO Site.
- 9.0 All tools, tackles and consumables shall be arranged by vendor at his own cost.
- 10.0 Vendor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their representatives/ staff at their own cost and abide by all labour laws/ safety codes and statutory regulations and keep Owner indemnified in respect thereof.

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

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

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

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

1. PAN No.

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

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

2. Tax Residency Certificate (TRC)

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

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

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

3. Form 10F

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

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

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ANNEXURE- VI (A)-1

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

IMPORTANT

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

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

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

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Sl. No.	Descriptions	Vendor's confirmation with details
	(iii) All the terms & conditions have been indicated in this format including Annexure and have not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.	
36.	Please confirm acceptance to attached Terms & Conditions for Installation, Testing and Commissioning as per tender documents.	
37.	The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner or the vendor is a Private Company in which any of the Directors of Owner is a member or Director.	
38.	Please Confirm that net worth of your company during the last financial year is positive.	NA
39.	Please furnish Audited Annual Report containing Balance Sheet and Profit and Loss Account for the last three years.	NA
40.	The Vendor is required to state whether M/s. Rio Tinto Alcan (RTA) has any shareholding/ management control in your Company.	
41.	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU.	
42.	Please Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
43.	Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id.	
44.	Please confirm that you have submitted EMD/EMDBG as per NIT requirements	NA
45.	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT	
46.	Confirm you have submitted two original copies of the pre - contract Integrity Pact as per NIT.	
47.	Please indicate the complete name & address on which order is to be placed by Purchaser (in the event of placement of order)	
48.	Please confirm submission of declaration as per Restriction for suppliers from a country which shares a land border with India	
49.	Do you have Indian PAN No.? If yes, please furnish details	
50.	Manufacturer's name & address	
51.	The quoted prices of site work, contracts and other services of foreign supplier/ contractor is "gross of Income Tax" i.e., inclusive of Indian income tax at the applicable prevailing rate as per Double Taxation Avoidance Agreement (DTAA)/ Indian Income Tax Act & Rules there under. Owner shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for Tax Deducted at Source (TDS) shall be provided by the owner to the supplier/ contractor. The Indian Income Tax on site work, contracts and other services of foreign supplier/ contractor shall be quoted separately by the bidder at the prevailing rate.	
52.	In case, sl.no.51 above is 'No/NA', please confirm that the quoted Prices of site work, contracts and other services is "net of Income Tax" i.e., exclusive of Indian income tax, Owner shall deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per DTAA/ Indian Income Tax Act and Rules thereunder. While evaluating, the quoted price shall be loaded, after grossing up applicable prevailing rate as per DTAA/ Indian Income Tax Act & Rules there under	
53.	In the cases where Owner deposits TDS as applicable after grossing up	



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Sl. No.	Descriptions	Vendor's confirmation with details
	the sums, and the Foreign Vendor avails any tax benefit/ concession against this TDS, the benefit shall be passed on to Owner and a declaration to this effect shall be submitted by the Vendor along with the invoice.	

Place:
Date:
Designation :

Signature:
Name :
Seal:

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ANNEXURE- VI (A)-2
DEVIATION SCHEDULE TO TERMS & CONDITIONS OF PO (IMPORTS)

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

NOTE:

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

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

SIGNATURE _____
 NAME _____
 DESIGNATION _____

DATE:

BIDDER'S SEAL

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ANNEXURE- VI (B)-1

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

IMPORTANT

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

Sl. No.	Descriptions	Vendor's confirmation with details
1	(i) Please confirm Acceptance of Technical specifications and scope of work as per attached Annexure - 1. (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 & start-up spares as per the Tender Documents.	
	(a) Commissioning & start-up Spares as per tender documents	
	(b) Tools & Tackles as per tender documents.	
	(c) Mandatory spares as per tender documents	
	(d) Set of 2-year spare parts for operation for all supplied equipment	
	(e) Any other spares As per scope required.	
4.	It is noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer.	
5.	Please confirm that the quoted prices are based on FOR/ FOT Despatch point including packing & forwarding. (i) Indicate despatching station.	
6.	Please confirm you have quoted prices strictly in the price schedule format enclosed with the tender documents.	
7.	Please confirm that firm freight charges up to Site are quoted separately in price schedule format attached with NIT. (a) Please Confirm that freight charges for vendor recommended Spares for two years normal O&M have been quoted separately and the freight charges for all other supplies are included in freight charges of Main Equipments.	
8.	(a) Please confirm that transit insurance has been quoted. If inclusive, indicate rebate for excluding the same.	
	(b) The supplier/ vendor/ contractor will arrange Insurance for entire project till successful completion as per the NIT.	
9.	Please confirm that you have quoted the GST rate at appropriate places as per price schedule format.	
10.	(a) Statutory variation in GST, if any, up to the contractual delivery date (CDD) shall be borne by NALCO. Any increase beyond the CDD shall be borne by the vendor. However, the benefit of any reduction in any of the above statutory levies beyond CDD must be passed on to NALCO. Please note and confirm.	
	(b) Please indicate the present rate of GST applicable as asked for in the	

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Sl. No.	Descriptions	Vendor's confirmation with details
	price schedule (For Intra-state supplies CGST + SGST shall be applicable whereas for Inter-state IGST shall be applicable. Vendor to quote accordingly)	
	(c) If there is any increase in GST for any reasons, other than statutory, including turnover, confirm the same will be borne by the vendor.	
	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.	
	(f) The vendor should ensure that the GSTR-1/ Annexure-1 is filed before due date. The payment of GST shall be subject to reflection of party's invoice in the GSTR-2A/ Annexure-2 (GST New Return) of NALCO.	
	(g) Indicate the following: Dispatching GSTIN No. _____ Dispatching State _____ Dispatching State Code _____	
11.	Confirm submission of following documents with offer: 1) Valid GST registration along with Acknowledgement receipt indicating the ARN number 2) PAN	
12.	Confirm in case of delay on account of vendor, any new or additional taxes and duties imposed after contractual completion date shall be to vendor's account.	
13.	Please Confirm acceptance to Completion period as mentioned in the tender documents.	
14.	Confirm acceptance of Price Reduction Schedule clause specified in the Tender Documents.	
15.	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
16.	Confirm that the quoted prices are firm and fixed till complete execution of the Contract.	
17.	Please Confirm that Contract cum Performance Bank Guarantee (CPBG) will be furnished for value and terms & conditions as per documents attached with the tender documents.	
18.	Confirm that Bank Guarantee for equivalent amount of Free Issue Materials, wherever applicable, shall be furnished.	NA
19.	Confirm acceptance of Guarantee/ Warranty as per documents attached with the tender documents.	
20.	Confirm that quoted prices are inclusive of all inspection and Testing charges as required in the tender documents	
21.	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)	
22.	Indicate type of your Vendor category under GST: Compounding Scheme Vendor or Registered Vendor or Un Registered Vendor If Vendor is GST Compounding Scheme vendor, please confirm that you have submitted the copy of the declaration: FORM GST -CMP 01 or FORM GST CMP 02. (In case of non-submission	

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Sl. No.	Descriptions	Vendor's confirmation with details
	of these documents, your offer may be liable for rejection.)	
23.	Please confirm that you have quoted the HSN (Harmonized System of Nomenclature) code of goods and Accounting Code of services (SAC) for all items as per scope of work of NIT.	
24.	Please confirm that you have quoted the SAC (Harmonized System of Nomenclature) code of goods or Accounting Code of services for all items as per scope of work of NIT.	
25.	(i) All other Commercial terms & conditions shall be as per the Tender Documents-Commercial (Indigenous), Special Conditions of Contract (SCC), Special instructions to bidders and other documents attached with the tender. Please Confirm. (ii) In case of deviations, please confirm that clause wise comments have been specified in a separate Annexure attached herewith. (iii) All the terms & conditions have been indicated in this format including its Annexure and have not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.	
26.	Please confirm acceptance to attached Terms & Conditions for Erection, Testing and Commissioning at Site as per tender documents.	
27.	As soon as shipment/ dispatch is made, the Contractor shall intimate NALCO's underwriters the dispatch details to the address which shall be furnished later.	
28.	Please confirm that all taxes, duties and levies of any kind payable by Contractor up to the stage of handing over of the system to Owner shall be borne by you.	
29.	Import permit/ Licence, if required shall be the responsibility of the Contractor and any expenditure towards the same shall be borne by you. Please confirm.	
30.	In case of any Imported supply to be quoted in INR by Indian Associate, confirm that all variations in Customs Duty and Foreign Exchange till complete execution of the contract shall be to Contractor's account.	
31.	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.	
32.	Please Confirm that the offer shall be valid up to four (04) months from the bid due date / extended bid due date.	
33.	Please Confirm that the quoted prices for vendor recommended spares for two-year normal O&M shall be valid for six (06) months from the date of LOI/brief order/purchase order.	
34.	Please furnish Audited Annual Report containing Balance Sheet and Profit and Loss Account for the last three years.	NA
35.	Please Confirm that net worth of your company during the last financial year is positive.	NA
36.	The Vendor is required to state whether M/s. Rio Tinto Alcan (RTA) has any shareholding / management control in your Company.	
37.	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU.	
38.	Please confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
39.	Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id.	

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Sl. No.	Descriptions	Vendor's confirmation with details
40.	Please confirm that you have submitted EMD / EMD BG as per NIT requirements	NA
41.	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT	
42.	Confirm you have submitted two original copies of the pre -contract Integrity Pact as per NIT.	
43.	Confirm that you will generate the E-way bill as per the tax invoice following the provisions of E-WAY BILL Rule 138 to 138D read with Notifications issued by respective States, if any.	
44.	Please indicate the complete name & address on which order is to be placed by Purchaser (in the event of placement of order)	
45.	Manufacturer's name & address	
46.	Please confirm submission of declaration as per Restriction for suppliers from a country which shares a land border with India	

Place:

Signature:

Date:

Name :

Designation :

Seal:

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ANNEXURE- VI (B)-2

DEVIATION SCHEDULE TO TERMS & CONDITIONS OF PO (INDIGENOUS)

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

NOTE:

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

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

SIGNATURE _____
 NAME _____
 DESIGNATION _____

DATE:

BIDDER'S SEAL

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ANNEXURE-VII

PRICE SCHEDULE FORMAT

Bidder's Quotation No. _____ **Date:** _____

Name of vendor: _____

Currency of Quotation: _____

(I) IMPORTED/ OFFSHORE SUPPLY & FOREIGN SERVICES (In Foreign Currency):

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

APPLICABLE ☐ **/NOT APPLICABLE** ☐

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
1.0	MATERIAL: Modification of Firing & Control System of Anode Baking Furnace (ABF)-II of Smelter Plant, Angul, Odisha (India) as per NIT Material Code: 70251007021 UOM: EA Quantity: 01 All Other technical specification & scope shall be as per Annexure-I of this NIT.	
1.1	Study, Design, Engineering, Manufacturing, Procurement, Inspection, Assembly, Painting, Testing at Supplier's works, Packing & Forwarding, Loading at Seaport/ Airport and Supply of Main Equipments including Commissioning and Start-up Spares (break-up to be furnished with unit prices, etc.), Tools & Tackles (break-up to be furnished with unit prices, etc.), Mandatory Spares (break-up to be furnished with unit prices, etc.), first fill of oil and lubricants/ oil (if any) and consumables as per Annexure-I i.e., Technical Specification and scope of supply of NIT on FOB Seaport of exit/ FCA basis (for imported components) in packed conditions towards Modification of Firing & Control System of Anode Baking Furnace (ABF)-II of Smelter Plant, Angul, Odisha (India) as per Annexure-I of this NIT.	
1.2	Others, if any, to complete the Scope (Please specify)	
1.3	Total (1.1 + 1.2)	
1.4	Ocean/ Air freight charges up to Indian Port (i.e., Kolkata) in containerized vessel on liner terms basis/ in packed condition basis, as applicable.	
1.5	Charges for inspection/ Pre-dispatch Inspection (PDI) by NALCO Representatives, if any. (For inspection by NALCO Representatives, Inspector's To and Fro charges, lodging, boarding, conveyance, etc. will be borne by NALCO)	
1.6	SUB - TOTAL 1.0 (1.3 + 1.4 + 1.5)	

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

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

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

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

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

APPLICABLE ☐ **/NOT APPLICABLE** ☐

SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
2.0	CHARGES FOR FOREIGN SERVICES AND SUPERVISION AT NALCO SITE. Charges for foreign services including supervision of erection, testing, commissioning & performance testing, training, etc. as per Annexure-I of this NIT.	
2.1	Total number or period of man-days: (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel time on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities. Travel time and mandatory preparation time shall be defined during kick off meeting, if any.)	
2.2	Each man-day rate or per diem rate (including mandatory days for preparation, all period of stay during Sundays & holidays, to & fro travel charges on calendar basis up to NALCO site & back, site preparation time and preparatory works, calendar days spent at NALCO site for all supervision activities in a shift of 8 hours on each working day between Monday to Saturday i.e., 6 working days per week for maximum of 48 hours per week) including all statutory/ contingency insurance coverage e.g., third party liability, ESI, workmen compensation, etc. and all expenses related to the visit of supervisory personnel, hotel accommodation, local transport, all out of pocket expenses and all other expenses related to visit of supervisory personnel, etc. and net of Indian Income Tax (i.e., exclusive of Indian income tax) as per DTAA.	
2.3	Sub-Total (Total number or period of mandays X manday rate or per diem rate as indicated in 2.1 & 2.2 above)	
2.4	Indian Income Tax as currently applicable & deductible at source based on double taxation avoidance agreement (DTAA)/ Indian Income Tax Act and Rules thereunder, if any on foreign supervision cost to be specified & included considering necessary Tax deduction at Source Certificate will be furnished (refer Annexure-XIX).	<i>Bidder to quote the prices as per Annexure-XIX or confirm that the same is to NALCO's scope.</i>

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SL. NO.	DESCRIPTION	QUOTED AMOUNT (..... CURRENCY)
	<i>In case, Indian Income Tax is not considered NALCO/ Owner will consider Income Tax by grossing up at the prevailing rate.</i>	
2.5	Indian GST as applicable on Supervision activity	BY NALCO
	SUB - TOTAL 2.0 (2.3)	

(II) INDIGENOUS SUPPLY AND SERVICES (In Indian Rupees)

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

APPLICABLE ☐ /NOT APPLICABLE ☐

SL. NO.	DESCRIPTION	QUOTED AMOUNT (INR CURRENCY)
1.0	MATERIAL: Modification of Firing & Control System of Anode Baking Furnace (ABF)-II of Smelter Plant, Angul, Odisha (India) as per NIT on DAP NALCO. Material Code: 70251007021 UOM: EA Quantity: 01 All Other technical specification & scope shall be as per Annexure-I of this NIT.	
1.1	Study, Design, Engineering, Manufacturing, Procurement, Inspection, Assembly, Painting, Testing at Supplier's works, Packing & Forwarding, Loading at Seaport / Airport and Supply of Main Equipments including Commissioning and Start-up Spares (break-up to be furnished with unit prices, etc.), Tools & Tackles (break-up to be furnished with unit prices, etc.), Mandatory Spares (break-up to be furnished with unit prices, etc.), first fill of oil and lubricants/ oil (if any) and consumables as per Annexure-I i.e., Technical Specification and scope of supply of NIT, Smelter Plant, Angul, Odisha (India) in packed conditions towards Modification of Firing & Control System of Anode Baking Furnace (ABF)-II of Smelter Plant, Angul, Odisha (India) as per Annexure-I of this NIT.	
1.2	Others, if any, to complete the Scope (Please specify)	
1.3	Charges towards Freight up to NALCO, Smelter site at Angul, Odisha (India) as per NIT.	
1.4	SUB - TOTAL 1.0 (1.1 + 1.2 + 1.3) DAP NALCO, Smelter Plant, Angul, Odisha (India) basis	
1.5	Charges for inspection/ Pre-dispatch Inspection (PDI) by NALCO Representatives, if any. (For inspection by NALCO Representatives, Inspector's To and Fro charges, lodging, boarding, conveyance, etc. will be borne by NALCO)	
1.6	SUB - TOTAL 1.0 (1.4+1.5)	

Please provide the details of GST excluded from total lump sum price at Sl. No. – 1.0 above, as per the following format:

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Sl. No.	Component of GST	Applicable rate in %	Base amount on which tax is applicable (FOT site price)	Base amount on which tax is applicable (FOT site price)

***The above tax component shall be considered for evaluation. The payment for GST during execution of contract shall be at actuals against GST compliant Tax Invoice.**

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

:

Sl. No.	Item Description	HSN Code	Qty	UOM	FOT Price per Unit	Total FOT price

a) Dispatching GSTIN No. _____

b) Dispatching State _____

c) Dispatching State Code _____

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

APPLICABLE ☐ /NOT APPLICABLE ☐

SL. NO.	DESCRIPTION	QUOTED AMOUNT (INR CURRENCY)
2.0	CHARGES FOR INDIGENOUS SERVICES AT NALCO SITE.	
2.1	Lump-sum charges for erection, testing, commissioning, performance testing, training, etc. as per Annexure-I of this NIT.	
2.2	SUB TOTAL (2.1)	

NOTES:

- In the Price Schedule no column should be left blank.
- The quoted prices shall include charges towards testing & all documentation required as per NIT.
- Any correction in the quotation shall be initialed by the bidder, otherwise the offer shall be rejected.
- The sum of quoted prices for relevant divisible package(s) shall be treated as the Contract price(s) for concerned package(s) on lump sum basis. The contract vis-à-vis payment operations shall be done, however, as per approved Billing schedules only.
- Bidder shall submit Price break-up along with quantity and unit price as per the format given in the price schedule for.
- The Contract(s) prices, will remain firm & unchanged until complete execution excepting for statutory variations, if any on the rates of taxes & duties included in the Contract price (as per break ups specified in the Billing schedule) and also excepting for imposition of any fresh statutory levy/ tax within the contractual completion period.
- In case of placement of order, NALCO reserves the right to convert order from FOB/ FCA basis to CFR Kolkata seaport basis within one month of submission of cargo



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details. Hence, quoted Marine freight should remain valid for acceptance for a period of minimum 01 (one) month from the date of submission of complete cargo details. In case the order is converted to CFR, at NALCO's option, then the free time for detention of containers shall not be less than 14 days.

Bidder's Signature:

Bidder's Stamp:

Date:

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ANNEXURE-VIII

PRE-CONTRACT INTEGRITY PACT

General

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

WHEREAS the BUYER proposes to procure for **"ABF-II FIRING & CONTROL SYSTEM MODIFICATION" OF SMELTER PLANT, ANGUL, ODISHA (INDIA)** and the BIDDER/ Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

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

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

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

Commitments of BIDDERS

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

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

4. Previous Transgression

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

5. Sanctions for Violations:

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

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- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
6. **Independent External Monitors (IEMs):**
- 6.1 The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/ NALCO's website (www.nalcoindia.com).
 - 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
 - 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
 - 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.

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- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. Facilitation of Investigation:
- In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. Law and Place of Jurisdiction:
- This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. Other Legal Actions:
- The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
10. **Validity:**
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at _____ on _____.



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For & on behalf of
BUYER

For & on behalf of
BIDDER

Name of the Officer:

Designation:

Company:

NALCO

Official Seal

Witness

1. _____

2. _____

Witness

1. _____

2. _____

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ANNEXURE - IX

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

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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	SOGE FR PP
27	Sonali Bank Ltd.	BSON BD DH
28	Standard Chartered Bank	SCBL GB 2L
29	Sumitomo Mitsui Banking Corporation	SMBC JP JT
30	The Bank of Nova Scotia	NOSC CA TT
31	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32	The Hongkong and Shanghai Banking Corp. Ltd.	HSBC HK HH
33	The Royal Bank of Scotland PLC	RBOS GB 2L
34	United Overseas Bank Ltd.	UOVB SG SG
35	Westpac Banking Corporation	WPAC AU 2F
36	Woori Bank	HVBK KR SE

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	?	Cash Credit	?
Account Number (as appearing in the Cheque Book)							
RTGS / IFSC Code							

4. Date from which the mandate should be effective:

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

Place: _____

Date: _____

Signature of the vendor/Authorized Signatory

Certified that particulars furnished above are correct as per our records

Bank's Stamp:

Date: _____

(Signature of the Authorized Official from the Banks)

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ANNEXURE-X

BANK GUARANTEE FOR ADVANCE PAYMENT

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

B.G. No _____

Date _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its registered office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar, Khurda, Odisha-751013 (India) and Unit/ Office at Bauxite Mines, Damanjodi, Koraput, Odisha-763008 (India) (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.(INR) _____ Only) to _____ *<name & address of contractor/ seller>* (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 No./ P.O. No. _____ dated _____ *<if more than one order has been placed by owner, all orders nos. need to be mentioned>* for _____ *<work/ assignment description>* on production of a bank guarantee equivalent to _____ *<win case of equivalent amount: 100% of advance amount need to be mentioned and in case of interest bearing amount: 110% of advance amount need to be mentioned>* of the advance payment indicated above.

2. We _____ *<name & registered address of the Bank>* Bank having its branch office at _____ *<address of branch office from where the bank guarantee is issued>* (hereinafter called "the Bank") do hereby undertake to pay the amount due and payable under this guarantee without any demure merely on a written 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 INR/Rs. _____ (Rupees _____ Only) *<for amount other than Indian currency, the foreign currency & amount need to be mentioned>*.

3. We undertake to pay the Company any money so demanded (not exceeding the guaranteed amount) 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 made by us under this guarantee 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 or until _____ *<claim expiry date>*, whichever is earlier.

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

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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 or until _____ <claim expiry date>, whichever is earlier.

6. That the Company will have fully liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the Company under the Contract(s)/ Order(s).

7. Notwithstanding anything contained herein before, our liability shall not exceed INR/Rs. _____ (Rupees _____ Only) <for amount other than Indian currency, the foreign currency & amount need to be mentioned> and shall remain in force till _____ <validity expiry date>. Unless a written demand or claim under this guarantee is made on us within _____ <claim expiry date (at least three months from the date of validity 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 local branch>, Bhubaneshwar, Odisha-751XXX (India).

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

10. This guarantee shall be governed and construed in accordance with Laws of India and the International Chamber of Commerce Uniform Rules for Demand Guarantees, Publication No. 758 ("URDG 758") shall apply <this clause shall only be applicable for foreign currency bank guarantee and not to be mentioned in INR bank guarantee >.

Date: _____ Bank
Corporate Seal of the Bank by its constitutional Attorney.

Signature of duly authorized person
on behalf of the Bank with seal & signature code

Details of person issuing the BG:

Name: _____
Address for correspondence: _____
Telephone and Fax No.: _____
E-mail: _____
IFSC Code of the Bank: _____

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ANNEXURE-XI

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 registered office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar, Khurda, Odisha-751013 (India) and Unit/ Office at _____ *<unit/ office address where the work will 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 _____ *<name & address of contractor>*/ has placed a purchase order on _____ *<name & address of seller>* (hereinafter referred to as "Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for _____ *<work/ assignment description>* on the terms and conditions as set out inter alia, in the company Contract No./ P.O. No. _____ dated _____ *<if more than one order has been placed, all orders nos. are to be mentioned>* 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) *<both in figure and words need to be mentioned>* 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 _____ *<name & registered address of the Bank>* Bank having its branch office at _____ *<address of branch office from where the bank guarantee is issued>* (hereinafter called "the Bank") do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a written 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 INR/Rs. _____ (Rupees _____ Only) *<for amount other than Indian currency, the foreign currency & amount need to be mentioned>*.

3. We undertake to pay the Company any money so demanded (not exceeding the guaranteed amount) 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 made by us under this guarantee 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 or until _____ *<claim expiry date>*, whichever is earlier.

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

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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) and accordingly discharge this guarantee or until _____ *<claim expiry date>*, whichever is earlier.

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 INR/Rs. _____ (Rupees _____ Only) *<for amount other than Indian currency, the foreign currency & amount need to be mentioned>* and shall remain in force till _____ *<validity expiry date>* unless a written demand or claim under this guarantee is made on us within _____ *<claim expiry date (at least three months from the date of validity 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 local branch>*, Bhubaneshwar, Odisha-751XXX (India).

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

10. This guarantee shall be governed and construed in accordance with Laws of India and the International Chamber of Commerce Uniform Rules for Demand Guarantees, Publication No. 758 ("URDG 758") shall apply *<this clause shall only be applicable for foreign currency bank guarantee and not to be mentioned in INR bank guarantee >*.

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: _____

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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)
• <u>Permanent</u>		
• Casual		
• Badli		
• Temporary		
• Contracted		

B. Information regarding Social Accountability

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

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

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

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

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

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

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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?

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

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

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

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

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

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

- How many shifts you have?
_____ shifts
- What is the official working time?
_____ hours
- Which day is off day in your organization?

- In case, a person works in off day or holiday, how is he/she compensated?

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

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

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

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

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

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

We declare that the above-mentioned information is correct.

Signature:
 Designation:
 Date

Seal of the organization

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ANNEXURE-XIII

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

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

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

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

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

Signature: _____
 Name: _____
 Address: _____
 Permanent Account Number or Aadhaar Number: _____

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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-XIV

CERTIFICATE
TO WHOMSOEVER IT MAY CONCERN

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

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

Authorized Signatory

Date:

Place:

Company Seal

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ANNEXURE-XV

FORMAT OF COST ANALYSIS

You are requested to furnish the following details:

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

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

SIGNATURE _____
 NAME _____
 DESIGNATION _____

DATE: _____

BIDDER'S SEAL

ANNEXURE-XVI

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

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

Note:

- (i) Competent authority shall be the Registration Committee constituted by the Department of Industry and Internal Trade (DPIIT), Government of India.
- (ii) 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a consortium or joint venture (that is association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- (iv) The beneficial owner for the purpose of (iii) above will be as under:
 - (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
 - (b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective

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control over the trust through a chain of control ownership.

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

(vi) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

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

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



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ANNEXURE-XVII

(Declaration by the bidder on their letter head)

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

Date- Dear Sir,

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

_____ (address)

Hereby confirm that the offered product has _____% of the local content.

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

Yours sincerely,

Signature
Name
Designation
Contact No.



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ANNEXURE-XVIII

(Declaration by the bidder on their letter head)

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

Date- Dear Sir,

We, M/s. _____(bidder name) having its office
at _____ (address)
hereby confirm that the information/documents submitted against the tender are true &
bonafide. We will be responsible for authenticity of documents/information submitted against the
tender. In case of any information provided by us, is found to be incorrect/false, the bid will be
liable for rejection and actions may be taken as deemed fit.

Yours sincerely,

Signature
Name
Designation
Contact No.

ANNEXURE-XIX

TAXES AND DUTIES
(GST, Indian Income Tax, etc.)

1.0 GST CLAUSE APPLICABLE FOR INDIGENOUS BIDDERS/ PORTION:

- 1.1** The quoted price(s) shall be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/ UTGST applicable in case of interstate supply or intrastate supply respectively) and GST compensation cess, if applicable, leviable on sale of finished goods/ services.
- 1.2** Transportation charges, if applicable, up to respective project sites shall be exclusive of GST.
- 1.3** Site work prices, if applicable, shall be inclusive of all taxes and duties except GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
- 1.4** Prices of per diem supervision charges, training/AMC, HAZOP Study, etc. (as applicable) shall be exclusive of GST. However, training provided at foreign bidder's work/ training facilities in any territory other than India, GST as applicable shall be paid by Owner on RCM basis.

1.5 TAX CLAUSES

- 1.6** It would be the responsibility of the supplier/ contractor to get registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with NALCO's GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime. The supplier/ contractor to submit self-attested copy of such registration certificates and the supplier/ contractor will be responsible for procurement of goods/ services in its own registration (GSTN)
- 1.7** Supplier/Contractor shall be required to issue tax invoice in the form and manner prescribed under GST Act read with Rules thereunder including E-Invoicing provisions so that input tax credit under GST can be availed by OWNER. If the supplier/ contractor fails to provide the Tax Invoice/E-Invoice in the form and manner prescribed under the GST act read with GST invoicing rules thereunder, OWNER shall not be liable to make any payment on account of GST against such invoice.
- 1.8** In case supplier/ contractor is not subject to E-Invoicing provisions under the GST Laws as amended from time to time, then a declaration to this effect shall be furnished by the supplier/ contractor along with the Invoice.
- 1.9** GST shall be paid to supplier/ contractor against receipt of Tax Invoice/ E-Invoice and on auto-population of input tax credit on GSTN portal. In case of non-receipt of Tax Invoice/E-Invoice and/or non-auto-population of input tax credit on GSTN portal, Owner shall withhold the payment of GST, which shall be released upon availability of input tax credit on GSTN portal

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- 1.10** The contractor would be liable to reimburse or make good of any loss/ claim/ interest/ penalty by NALCO towards tax credit rejected/ disallowed/ denied/ delayed by any tax authorities to Owner or any interest/ penalty is charged to Owner due to any non-compliance/ delayed compliance by the supplier/ contractor under the GST Law (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier/ contractor or non-updating of the data in GSTIN network or non-filing of returns or non-compliance of tax laws by the Contractor by issuance of suitable credit note to NALCO), due to non-deposit of taxes. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of the Owner.
- 1.11** Tax element on any Debit Note/ Supplementary invoice, raised by the contractor will be reimbursed by NALCO if the same is within the permissible time limit as per the respective taxation laws and 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.
- 1.12** The contractor will be under obligation for quoting/ charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- 1.13** In case of any Advance including Mobilization/ Secured/ Other Advance is granted to supplier/ contractor as per the provisions of Contract, then the supplier/ contractor shall issue a Receipt Voucher along with Proforma Invoice in the form and manner prescribed under GST Act read with Rules.
- 1.14** 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 note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- 1.15** 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.
- 1.16** To enable NALCO to avail of ITC, the contractor/supplier shall furnish/submit any, and all certificates, documents and declarations as required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.
- 1.17** 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.
- 1.18** In case NALCO cannot 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.).
- 1.19** Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.

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- 1.20** Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST/revision in GST rates, shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- 1.21** GST payable under reverse charge for specified services/ goods under GST Act read with Rules thereunder, if any, shall not be paid to the supplier/ contractor but will be directly deposited by Owner to the appropriate Government Tax Authority. If the same has already been reimbursed/ paid to the supplier/ contractor for any reason whatsoever, then Owner shall be entitled to deduct/ set off/ recover such amount against any amounts paid/payable by Owner to supplier/ contractor.
- 1.22** Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the government on which interest/ penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to Owner, then Owner shall be entitled to deduct/ set off/ recover such amount against any amounts paid/ payable by Owner to contractor/ supplier.
- 1.23** TDS under GST, if applicable shall be deducted from supplier/ contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to supplier/ contractor.
- 1.24** The supplier/ contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the supplier/ contractor shall avail itself and pass on benefits of all exemptions/ concessions available under applicable tax laws.
- 1.25** In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "Covered under GST Composition Scheme" in column for GST of relevant price schedule(s). In case subsequently such bidder gets covered under regular GST regime, the prices including GST under regular GST regime shall not exceed the prices quoted by the bidder under composition scheme.
- 1.26** Owner prefers to deal with registered supplier/ contractor of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting bid, their prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of tender document. However, where Owner is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 1.27** 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.
- 1.28** In case of foreign bidders, for supervision/ site-work/ training, services provided by foreign bidder at project site, GST shall be paid by Owner directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable and prices of such services will be loaded with applicable GST while evaluating bid.
- 1.29** Bidder will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.
- 1.30** E-way bills shall be issued directly by supplier/ contractor in all cases except in cases of direct imports by Owner where E-way bill shall be issued by Owner.

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1.31 In case of applicability of any recovery as per provisions of the contract, Owner shall raise Invoice on supplier/ contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

2.0 IMPORT DUTIES

2.1 Direct supplies by foreign supplier where, Owner becomes consignee

2.1.1 Consignee shall be Owner, bill of entry shall be filed by Owner, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess, etc. as applicable in India shall be paid by Owner.

2.2 Imported supplies by Indian/ Foreign suppliers/ Contractors as built in import content where goods are cleared by filing into Bill of Entry in the name of Owner (due to applicability of any Concessional rate or any other custom duty related schemes).

2.2.1 High seas sale shall be effected between supplier/ contractor and Owner.

2.2.2 Bill of entry shall be filed in the name of Owner by supplier/ contractor, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess, etc. as applicable in India shall be discharged by Owner.

2.2.3 Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall not be included in the quoted prices by the bidder. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges, etc. incurred in India in respect of any imported goods shall be to supplier's/ contractor's account.

2.2.4 Bidder to indicate CIF value of built-in import content and applicable merit rate, Social Welfare Surcharge on custom in the relevant price schedule.

2.2.5 The supplier/ contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials

2.2.6 If the total custom duties (BCD, SWS & IGST) paid or payable on the import of goods into India exceeds the total value thereof calculated as per the CIF value and rates indicated by supplier/ contractor as above as increased or decreased for any increase or reduction in applicable rates or CIF valuation, the Supplier/ contractor shall pay and bear and/or reimburse to the Owner such excess custom duties.

2.3 Imported supplies by Indian suppliers as built in import content where Suppliers/ Contractors will become consignee of the goods or by filling Bill of Entry for Home consumption

2.3.1 Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall be included in the quoted prices by the bidder (considering the input tax credit of IGST, GST Compensation Cess on imported material) and supplier/ contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges, etc. incurred in India in respect of any imported goods shall be to supplier's/ contractor's account.

2.3.2 Bidder to indicate, in relevant price schedule, CIF value of built-in import content and applicable concessional rate of basic custom duty, Social Welfare Surcharge on custom

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duty (considering the input tax credit of IGST, GST Compensation Cess on imported material) included in quoted price, in the price schedule.

- 2.3.3** In case merit rate of custom duty is applicable and bids are invited on the basis of same, however at a later stage concessional rate of custom duty becomes applicable, concessional certificate shall be issued towards import of material against the advance request submitted by the domestic bidder and the differential custom duties between concessional rate and quoted merit rate of custom duty by supplier/contractor shall be passed on to the Owner or it shall be recovered by the Owner from the supplier/contractor's invoice.
- 2.3.4** The supplier/ contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials.
- 2.3.5** If bidder does not furnish built in CIF value and rates of custom duty, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties.
- 2.3.6** If custom duty rate actually paid on import of materials and components is found to be lower than the quoted rate of custom duty, then benefit of the same shall be passed on to the Owner.
- 2.3.7** If bidder has considered Import Duty other than Merit Rate of Import Duty, then statutory variation on the Import Duty shall be payable extra on the Merit Rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower.
- 2.3.8** In case, no import is made for execution of the order, clauses related to Imports will not be applicable.
- 2.4 General points:**
- 2.4.1** In case Owner is exposed to any penal action, interest/ penalties by the custom authorities for incorrect declaration and/or valuation of the goods or material by the supplier/ contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier/ contractor, the supplier/ contractor shall indemnify and hold harmless the Owner for any and all costs, expenses or losses suffered or incurred by Owner in this regard
- 2.4.2** If bidder intends to source import of goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral/ bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), then the bidder is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure that conditions of such agreement/ treaty, etc. are strictly complied with.
- 2.4.3** The bidder shall be liable to provide all documentation to ensure availing of the exemption/ waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable, if any.
- 2.4.4** Any additional custom duty applicability on account of incorrect classification/ invoicing by the bidder, disallowing lower rate of custom duty/ CEPA/ FTA/ multi-lateral/ bi-lateral trade agreement, shall be to bidder's account.

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- 2.4.5** Documentation to be furnished for availing the exemption/ waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.
- 2.4.6** Owner will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST including GST Cess on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.
- 2.4.7** In case custom duty rate as quoted by foreign bidder is less than Actual rate applicable on due date of submission of last price bid and payment of custom duty is on Owner's Account, differential amount on account of above-mentioned rate variation will be recovered from foreign bidder.

3.0 INCOME TAX

3.1 Foreign supervisors/ suppliers/ contractors

- 3.1.1** The quoted prices of site work, contracts and other services of foreign supplier/ contractor shall be "**gross of Income Tax**" i.e., **inclusive of Indian income tax** at the applicable prevailing rate as per Double Taxation Avoidance Agreement (DTAA)/ Indian Income Tax Act & Rules there under. Owner shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for Tax Deducted at Source (TDS) shall be provided by the owner to the supplier/ contractor. The Indian Income Tax on site work, contracts and other services of foreign supplier/ contractor shall be quoted separately by the bidder at the prevailing rate.
- 3.1.2** In case foreign bidder quotes Prices of site work, contracts and other services "**net of Income Tax**" i.e., **exclusive of Indian income tax**, Owner shall deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per DTAA/Indian Income Tax Act and Rules thereunder. While evaluating, the quoted price shall be loaded, after grossing up applicable prevailing rate as per DTAA/ Indian Income Tax Act & Rules there under.
- 3.1.3** Foreign bidder shall furnish the information required in line with the prevalent provisions of Indian Income Tax Act read with rules thereunder including, but not limited to, Tax Residency Certificate (TRC), Form 10F under Indian Income Tax Act, No Permanent Establishment (No PE) declaration, Permanent Account Number (PAN) in India, if available.
- 3.1.4** Failing to provide above documents/ information, tax will be withheld at rates applicable as per the provisions of Indian Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rates will not be given.
- 3.1.5** For the purpose of bid evaluation, if the non-resident is unable to obtain & submit Tax Residency Certificate to the Owner within a reasonable time, the bidder should furnish Form 10F, along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the Tax Residency Certificate (TRC) to the Owner before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract, whichever is earlier. However, payments shall be released only after submission of all the documents.
- 3.1.6** In case of site work, contracts and other services with term exceeding one financial year, the relevant documents like TRC, Form 10F, No PE, etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and the Owner will not bear additional tax liability (if any) arising from non-submission of documents.

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- 3.1.7** The bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.
- 3.1.8** In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.
- 3.1.9** In case, any additional tax liability arises on the Owner due to any action of bidder like delay in submission/ non-submission of information/ documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F, etc.) after its submission shall be recovered from the supplier/ contractor.
- 3.1.10** In the cases where Owner deposits TDS as applicable after grossing up the sums, and the Foreign Vendor avails any tax benefit/ concession against this TDS, the benefit shall be passed on to Owner and a declaration to this effect shall be submitted by the Vendor along with the invoice.

3.2 Indian resident supervisors/ suppliers/contractors

- 3.2.1** Prices for supply and services of Indian suppliers/ contractors shall be inclusive of income tax.
- 3.2.2** Tax shall be deducted at source (TDS) by Owner on all sums due to supplier/ contractor in accordance with the provisions of Indian Income Tax act read with rules thereunder as in force at the relevant point of time.
- 3.2.3** Owner shall issue a Tax Deduction Certificate to the supplier/ contractor evidencing the tax deducted or withheld and deposited by Owner on payments made to the supplier/ contractor to enable the supplier/ contractor to claim the credit of Tax deducted by Owner.

3.3 INCOME TAX (General Points)

- 3.3.1** The supplier/ contractor shall also be responsible for ensuring compliance with all applicable provisions of the Direct Tax Laws of India including, but not limited to, the filing of relevant Tax Returns and shall promptly provide all information required by the Owner for discharging any of its responsibilities/ liabilities under such laws in relation to or arising out of the Contract. For the lapses/ failure, if any, on the part of the supplier/ contractor and consequential penal action taken by the Income Tax department, Owner shall not take any responsibility whether financial or otherwise and shall be indemnified by the supplier/ contractor.
- 3.3.2** The Indian Income Tax Act and Rules made thereunder contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/ contractor can justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made must be deposited by the Owner with the Income Tax Authorities in India and will not be adjustable by the Owner. It is therefore in the interest of the supplier/ contractor that prior to release of any payment due to the supplier/ contractor under the Contract that the supplier/ contractor obtains from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/ withholding of Income tax at source, failing which, payment to the supplier/ contractor shall be made by the Owner after withholding/ deduction at the rate as may be applicable to the supplier/ contractor as per provisions of Income Tax Act, 1961.

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3.3.3 TDS on interest recovered on Mobilization/ Other Advance will be deposited by the supplier/ contractor and same would be reimbursed by the Owner against submission of Form-16A (TDS certificate).

4.0 INVOICING METHODOLOGY w.r.t. TAXATION

4.1 In case of domestic/ foreign PO's (other than 2 below), Invoice/ E-Invoice shall be raised by the supplier/ contractor in the name of Owner and consignee shall be Owner.

4.2 In case of package MR's (where title transfer or take over is envisaged to take place at site after completion of site work) and tenders, supplier/ contractor shall bring material at project site in their own name and they themselves shall be consignee. As per provisions of contract between Owner and supplier/ contractor, Invoice/ E-Invoice shall be raised by supplier/ contractor to Owner after charging GST.

5.0 APPLICABILITY OF TAX CREDIT

5.1 Input Tax Credit (ITC) on account of GST is available to Owner except for goods and/or services falling under section 17(5) of CGST Act where input tax credit is not available.

6.0 EVALUATION METHODOLOGY w.r.t. TAXES

Following shall be loaded for evaluation:

6.1 Applicable Custom Duty, Social Welfare Surcharge, etc. (excluding IGST & GST Compensation Cess (if applicable) on imported material which shall be dealt as per bid evaluation methodology) shall be loaded for price bid evaluation in respect of supplies for which bill of entry has to be filled by Owner.

6.2 GST on which input credit is not available to Owner including GST Compensation Cess (if applicable).

6.3 Applicable Income tax after grossing up, in case foreign bidder quotes prices 'net of taxes'.

7.0 TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier)

7.1 Shall be the same as applicable for Indian bidders.

8.0 STATUTORY VARIATION (IN CASE OF MRS & TENDERS)

No variation on account of taxes and duties, statutory or otherwise, shall be payable to Supplier/ Contractor except for the following:

8.1 GST: If after the due date of submission of last price bid and up to the contractual delivery/ completion period, any increase/ decrease occurs in the applicable rate of GST, the variation in such GST shall be to Owner's account and shall be adjusted (increase/ decrease) to/ from the Supplier's/ Contractor's invoices based on the documentary evidence. Any increase in GST after the contractual delivery/ completion period shall be to Supplier's/ Contractor's account. However, any decrease in the rate of GST shall be passed on to Owner.

8.2 Basic Custom Duty (BCD) & Social Welfare Surcharge (SWS): If after the due date of submission of last price bid and up to the contractual delivery/ completion period, any increase/ decrease occurs in the applicable rate of BCD & SWS on materials imported, the variation in such BCD & SWS shall be to Owner's account and shall be adjusted (increase/ decrease) to/ from the Supplier's/ Contractor's invoices based on the documentary

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evidence. Any increase in rate of BCD & SWS on materials imported after the contractual delivery/ completion period shall be to Supplier's/ Contractor's account. However, any decrease in the rate of BCS & SWS on materials imported shall be passed on to Owner.

Note: Indian supplier/ contractor to consider input tax credit of IGST & GST Compensation Cess if any (in case of import of raw Materials/ components) in their quoted prices. Hence, Statutory variations on same in case of imported materials from outside India in Supplier's/ Contractor's name (i.e., for Indian Bidders) shall be to Supplier/ Contractor account.

8.3 Any new output taxes, duties, cess, levies notified or imposed after the due date of submission of last price bid but up to the contractual date of delivery/ completion shall be to Owner's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier /contractor, any new output taxes, duties, cess, levies notified or imposed after Time for Completion, defined as above, shall be to supplier's/ Contractor's account.

Note: Contractual delivery/ completion period shall include extended contractual delivery/ completion period for the reasons attributable to Owner or due to Force Majeure condition.

9.0 TAX INDEMNITY

9.1 Any omission/ errors of interpretation of applicability of taxes, duties, cesss and levies, whatsoever named, howsoever named, as are payable to any government, local or statutory authority in India or in any country other than India by the supplier/ contractor shall be to supplier's/ contractor's account.

9.2 If any fine/ penalty/ any other levy is required to be met by the Owner arising of any non-compliance/ fault/ fraud/ willful suppression/ misstatement of facts/ information/ documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/ contractor/ their personnel/ sub-contractors/ agencies, the same shall be recovered from any amount payable to the supplier/ contractor under this contract or under any other contract of the Owner.

9.3 If any tax is paid/ required to be paid by supplier/ contractor in pursuance of any demand of any law enforcement agency/ Tax Authority on account of non-compliance/ fault/ fraud/ willful suppression/ misstatement of facts/ information/ documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/ contractor/ their personnel/ sub-contractors/ agencies, the same shall be to supplier's/ contractor's account only.