



National Aluminium Company Limited

(A Government of India Enterprise)

CIN: L27203OR1981GOI000920

Smelter Plant, Angul - 759145, Odisha

NOTICE INVITING TENDER (NIT)

Tender Ref. No: SMLT/MMP/402/3000011658

GENERAL INFORMATION TO TENDERERS

Dear Sir(s),

National Aluminium Company Limited (NALCO) invites competitive Bids through e-tendering on domestic OPEN Tender basis for **Design, Engineering, Manufacture, Supply, erection, testing, commissioning and PG tests of Pipe (Siphon Tube) Cleaning Machine in Old LPC Shop** on LSTK basis for our Smelter Plant at Angul, Odisha under single stage two part bid system from competent bidders meeting the Pre-Qualification Criteria (PQC) as detailed herein. The offers shall be submitted online with Digital Signatures in **Central Public Procurement Portal (CPPP)** as per NIT documents.

1.0 The NIT documents pertaining to the subject Job are enclosed herewith, which contain the followings:

(A) Prequal /Technical folder containing following annexures:

- i) **Annexure-I** : Bidder Pre-qualification Criteria.
- ii) **Annexure-II** : Brief Technical specifications .
- iii) **Annexure-III** : Deviation schedule to Technical Specification.
- iv) **Annexure-IV** : Standard terms and conditions of NIT.
- v) **Annexure-V** : Deviation schedule to standard terms and conditions of NIT .
- vi) **Annexure-VI** : Bidder compliance statement (agreed terms & conditions)
- vii) **Annexure-VII** : Environment, OHSAS Policy & SA:8000, ENERGY POLICY
- viii) **Annexure-VIII** : Compliance to General Environment Requirement
- ix) **Annexure - IX** : Compliance to SA 8000 Requirement
- x) **Annexure-X** : Format for Bank Guarantee for EMD
- xi) **Annexure - XI** : Format for Contract-cum-Performance Bank Guarantee
- xii) **Annexure – XII** : List of standardized Banks
- xiii) **Annexure-XIII** : New Vendor Registration Template and General information of bidder
- xiv) **Annexure-XIV** : Format of Integrity Pact
- xv) **Annexure – XV** : Declaration of Local content as per revised '**Public procurement (Preference to Make in India), Order 2017** ' dated 19.07.2024.
- xvi) **Annexure–XVI** : Declaration confirming ANTI PROFITEERING clause (SEC 171 of GST Act)
- xvii) **Annexure-XVII** : Land border sharing declaration format (01 page)
- xviii) **Annexure-XVIII** : Format for online submission of earnest money deposit (EMD)
- xix) **Annexure-XIX** : ECS Mandate Form for e-payment (01 page)
- xx) **Annexure-XX** : Detailed Technical specifications
- xxi) **Annexure-XXI** : General Conditions of Contract (GCC)
- xxii) **Annexure-XXII** : Mediation and Arbitration
- xxiii) **Annexure-XXIII** : Revised '**Public procurement (Preference to Make in India), Order 2017** ' dated 19.07.2024

(B) Finance folder containing - **BOQ. - Annexure-XXV**

ORDER OF PRECEDENCE:

In the event of any contradiction/repletion of clauses, the order of precedence (hierarchy for acceptance) shall be as follows:

- i. **Technical Specifications**
- ii. **Special Conditions of Contract (SCC) of Technical Specifications**
- iii. **Price Schedule Format /BOQ**
- iv. **Agreed Terms & Conditions**
- v. **Standard Terms & Conditions of NIT**
- vi. **Annexures from VII to XIX and Annexure-XXII to XXIV.**
- vii. **General Conditions of Contract(GCC)**

2.0 SUBMISSION OF ON-LINE BIDS / QUOTATION:

Due date & time of bid submission:	<u>03/02/2026</u> At 10:00 AM
Due date & time of bid opening:	<u>09/02/2026</u> At 11:30 AM

2.1 On-line Submission of Bids in Central Public Procurement Portal:

2.1.1 Bids / quotations complete in all respect should be submitted in the manner indicated in the Tender Document so as to be submitted / published in on-line mode through Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, **on or before the Bid submission date and time**. On-line Enrolment are to be done by the Bidders by themselves at Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> using valid digital signature (DSC) with the e-token. No registration fee would be charged from the bidders. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

2.1.2 Various links such as “Help for Contractor”, “Information about DSC”, “FAQ”, “and Resources required”, “Bidders Manual Kit” etc. are available on home page of <https://eprocure.gov.in/eprocure/app> facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information / documents under these links for activities like Registration/ Enrollment in CPPP, obtaining User ID & Password, uploading & submission of e-bids, etc.

2.1.3 Bidders are advised in their own interest to carefully go through Instructions for E-tendering / Bidders Manual Kit and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.

2.1.4 Bidder is required to complete certain activities like Registration / Enrollment in e-tender website, obtaining User ID & Password, enabling of Vendor and mapping of Digital Signature Certificate (DSC), etc. before they can upload their e-bid on website.

*For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user / bidder to have a Digital Certificate (DC) also referred to as Digital Signature Certificate (DSC) with the e-token of **Class III**, issued by a Certifying Authority (CA) of India licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>]. The e-token may be obtained from one of the authorized Certifying Authorities of India such as eMudhra CA/ GNFC/ IDRBT/ MtnTrustline/SafeScript/ TCS, etc.*

2.1.5 In the event of failure in bidder's connectivity with CPPP website during the last few hours on account of problem on bidders account, they are likely to miss the deadline for bid submission. Due date extension request due to this reason will not be entertained. In view of the same, bidders are advised to upload their bid / quotation well in advance.

2.1.6 Bidders are requested to get acquainted with the E-Tendering Website <https://eprocure.gov.in/eprocure/app> and upload their complete Bid well within the bid due date and time to avoid last minute hassles.

2.1.7 The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online in CPPP Portal by the bidders.

2.1.8 The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

2.1.9 The time settings fixed in the server site & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time, during bid submission.

2.1.10 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

NOTE:

1. Minimum Requirements at Bidder's end

- Computer System with good configuration (1 GB RAM, Windows 7 and above)
- Broadband connectivity
- Microsoft Internet Explorer 7.0 or above
- Digital Signature Certificate Class III or above

2. Any further support and assistance in submission of on-line bids or registration, bidders are requested to contact the following:

Central Public Procurement Portal Help Desk

For any technical queries related to operation of the Central Public Procurement Portal please mail to cphp-nic@nic.in, support-eproc@gov.in or Call 24 x 7 Tel.: **+91-0120-4200462, +91-0120-4001002**, Mobile No : **+91-7978823226**.

2.2 **ON-LINE OFFER:** On-line offers shall be submitted **in two parts** in Central Public Procurement Portal (CPPP) of Government of India <https://eprocure.gov.in/eprocure/app> in the following manner:

2.2.1 Part-I Bid (i.e. Un-priced Bid) (“PREQUAL / TECHNICAL”):

The **Part - I Bid i.e. Un-priced bid** should contain the following:

- (i) Proof of credentials, past experience, financial standing and all documents required to fulfill the Pre- Qualifying Criteria(PQC) as asked for in the tender documents (As per **Annexure - I**).
- (ii) All Technical details, Drawings, Data Sheets, Catalogues / Literatures etc. (As per Annexure – XX)
- (iii) Standard Terms & Conditions of NIT as per Annexure-IV is to be signed and stamped as token of having accepted all the Terms & Conditions in toto.
- (iv) Bidder compliance statement (as per Annexure-VI) duly filled in.

- (v) Acceptance to Environment, OHSAS Policy, SA:8000 & Energy Policy (as per Annex. VII) and Filled up statement towards General environmental requirement (Annexure - VIII) and SA 8000 format (Annexure-IX).
- (vi) Scanned copy of original EMD BG documents (As per Annexure - X)
- (vii) All certificates, affidavits, declaration etc. asked for in the NIT.
- (viii) Duly filled in and signed Annexure-XV, Annexure-XVI, Annexure-XVII of NIT
- (ix) Scanned copy of Original Integrity Pact (As per Annexure-XIV of NIT).
- (x) Un-priced copy of price bid **without price figures** (which will be exact copy of priced BOQ except for replacement of only price figures wherever appearing by word “**quoted**”).
- (xi) Tender documents duly signed as token of acceptance to tender’s terms & conditions.
- (xii) Deviation statement if any as per Annexure-III & Annexure-V.
- (xiii) Tender documents including Corrigendum/Addendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance.

For Un-priced Bid, the bidders must prepare all the required documents and then upload the scanned copies of the documents in CPP Portal. However, wherever in the tender documents the bidder has been asked to upload the scanned copies in CPP Portal and send the original hard copy of the same documents in a sealed envelope, the sealed envelope should be super scribed with the tender no. and list of documents should be clearly indicated. The sealed envelope should be sent to the address given below and should reach us before the bid due date and time.

**GM (MATERIALS)
NATIONAL ALUMINIUM COMPANY LTD.,
PURCHASE, SMELTER PLANT
ANGUL 759145. (ODISHA)**

The Hard copy offer in Sealed envelope should contain the following documents only :

- i. Original EMD (As per Annexure - **X**).
- ii. Original Integrity Pact (As per Annexure - **XIV**).
- iii. Original copy of certificates/ undertakings/ affidavits/ declaration asked for in our NIT.
- iv. Original copy of any other details/documents required as per our NIT Documents.
- v. A certificate by the bidder stating that the hard copy of documents/certificates submitted is same as the on-line documents/certificates uploaded by them in *Central Public Procurement Portal (CPPP)*.

Note - The Part-I Bid (i.e. Un-priced Bid) shall be uploaded in “PREQUAL / TECHNICAL” folder in Central Public Procurement Portal (CPPP) of Government of India <https://eprocure.gov.in/eprocure/app>

2.2.2 Part-II Bid (i.e. Priced Bid) (“FINANCE”):

The Part-II Bid i.e. Priced Bid should contain the prices strictly as per the Annexure-XXV-BOQ / Price schedule Format attached with the NIT documents. **Prices Must not appear anywhere else in the offer.**

Note- The Part-II Bid (i.e. PRICED BID) shall be uploaded in “FINANCE” folder in Central Public Procurement Portal (CPPP) of Government of India <https://eprocure.gov.in/eprocure/app>. All fields in the BOQ must be filled by the bidders.

2.2.3 In case of any difficulty in submission of on-line bid through CPPP portal, the bidders are requested to contact the following persons:

- (i) CPPP Portal help desk, e-mail: cppp-nic@nic.in , support-eproc@gov.in.
Tel.: 0120-4200462, 0120-4001002.
- (ii) Mr. Gyanendra Kumar Jha, GM (Materials)
National Aluminium Company Ltd.,
Smelter Plant, Angul
E-mail: gyanendra.jha@nalcoindia.co.in
Mob: +91 9827641958

2.3 Bidders are requested to note that the only acceptable mode of tendering is online through Central Public Procurement Portal. Bids / Quotations received through any other mode like Hard copy by post/courier, E-mail or Fax shall NOT be accepted.

2.4 The details of all the documents to be submitted along with online Part-I Bid (Un-priced bid) is mentioned above at clause 2.2.1. Therefore the submission of documents mentioned at clause 4.1 of **Annexure -XXI** : General Conditions of Contract(GCC) shall be ignored.

2.5 On the scheduled "Due date & time of opening", only the Part-I of offer i.e. Techno-commercial bids shall be opened. The online Part-II Bid i.e. PRICED BID of only those bidder whose Part-I bid is found to be techno-commercially acceptable will be opened.

3.0 EARNEST MONEY DEPOSIT (EMD):

3.1 The bidders intending to participate in the tender should furnish Earnest Money Deposit (EMD) for **₹11,46,000/-** (Rupees Eleven Lakh Forty Six thousands only). The Part -I Bid must be accompanied by Earnest Money Deposit for value as mentioned above.

3.2 BIDDERS must submit interest free EMD of value **₹11,46,000/-** (Rupees Eleven Lakh Forty Six thousands only) in shape of Account Payee Demand Draft/Fixed deposit receipt/ Banker's Cheque/through online transfer –NEFT and RTGS from a Commercial Bank favoring "**National Aluminium Company Limited**" Payable at Angul, Odisha .

However, EMD will not be accepted in cash

NALCO's Bank account details mentioned in Annexure-XVIII (i.e. format for online submission of EMD) and same is also mentioned below:

On-line payment shall be made in Beneficiary name “National Aluminium Company Limited” Account No: 10657908114, IFSC Code: SBIN0008279, Bank Name/Address: SBI Branch Kandsar, Angul, Odisha .

The proof of such transfer/ transaction of EMD amount needs to be submitted along with the Part-I offer as per format attached as **Annexure-XVIII** of tender documents (format for online submission of EMD) and e-mail should be sent to soumyaranjan@nalcoindia.co.in with copy marked to **gyanendra.jha@nalcoindia.co.in** for further verification.

The original copy of the duly filled in and signed Annexure– XVIII along with the Transaction Slip/ receipt should be submitted in sealed envelope of the hard copy offer as mentioned at Para – 2.2.1above .

- 3.3 The EMD can also be submitted in the form of Bank Guarantee(BG) and as per proforma enclosed (**Annexure–X**) with the Tender Documents. The EMD BG should be furnished from any of NALCO approved Banks as per the list enclosed with the Tender Documents (Annexure–XII). The wording of BG should be strictly as per proforma and no deviation to the same shall be permitted. Bidder is required to ensure the same from the issuing bank. The issuing Bank should be advised to send a direct confirmation to NALCO, clearly indicating the Tender No., towards issue of the Bank Guarantee. The EMD BG shall remain un-discharged for such a period as may be specified for keeping the tender open. The EMD BG should have a validity of at least 06(Months) months beyond the period of validity of offer asked for in the tender documents. The validity of the EMD BG may have to be extended by the bidder on request of NALCO, till the tender is finalized.

The original Bank Guarantee is required to be sent directly by the Bank under Speed Post or Registered Post to the addressee given in the tender documents. The Bidder shall submit copy of Bank Guarantee duly self-certified mentioning dispatch reference of the Bank from where original Bank Guarantee has been sent.

In case of submission of EMD IN THE FORM OF Bank Guarantee the scanned copy of same shall be uploaded along with online offer in Central Public Procurement portal

- 3.4 **Offers received without EMD shall not be considered. This deposit shall not carry any interest .**
- 3.5 The original DD/Banker’s Cheque/ EMD BG towards EMD should reach us before the Bid submission end date and time in a sealed envelope (on top of sealed envelope should be mentioned as EMD against Tender Number and Date.

Address for sending original EMD documents:

Gyanendra Kumar Jha, General Manager(Materials) , PURCHASE DEPARTMENT, National Aluminium Company Limited, Smelter Plant, Angul – 759145, Odisha.

e-mail: gyanendra.jha@nalcoindia.co.in Mobile No.9827641958.

The bidders should upload the scanned copy of the duly filled in and signed Annexure – XVIII along with the scanned copy of Transaction Slip/ receipt of the Bank with their Online Part- I Bid.

- 3.6 If the bidder, after submitting his offer in CPPP , revokes the offer or modifies the terms & conditions thereof, in a manner not acceptable to the NALCO, the EMD shall be forfeited and
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other panel actions may be taken. In case the EMD has been paid in the form of DD/NEFT/RTGS , the EMD amount will not be refunded back in case of forfeiture of EMD. Any forfeiture of EMD made by NALCO will be with applicable GST.

3.7 The Public Sectors, Government agencies and the Micro & Small Enterprises registered with NSIC/ District Industries Centres (DICs)/ Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board (KVIB)/Cair Board/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (for the product for which they are registered), Micro & Small Enterprises having Udyam Registration Number, others for which specific exemption has been granted by NALCO and all Start ups recognized by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Govt. of India are exempted from payment of EMD. MSE bidders are required to declare their Udyam Registration Number in CPPP, failing which such bidders shall not be exempted from deposit of Earnest Money Deposit (EMD).

Bidders must upload the scanned copy of the notarized certificate in Part-I Bid. In the absence of such certificate, the bidder's offer may be liable for rejection.

3.7 After finalization of the order, the EMD BG of unsuccessful tenderers will be returned within seven working days. In case the EMD was submitted in the form of DD/online payment, the EMD amount will be refunded through e- payment for which the bidders will have to submit the duly filled in Bank Mandate Form (Annexure-XIX) attached with this Tender Documents. The EMD of successful bidder shall be returned after they accept the order and submit acceptable Contract - cum - Performance Bank Guarantee and Bank confirmation of CPBG thereafter. If the successful bidder accepts the order but fails to submit the CPBG, the EMD will be retained. In such case differential amount towards CPBG and EMD shall be deducted from the bills of vendor, which shall be released after receipt of acceptable Contract- cum -Performance Bank Guarantee (CPBG) . In the event of non-execution of Order, the EMD shall stand forfeited.

4.0 CRITERIA FOR REJECTION OF OFFER

1. Bids not fulfilling the Pre-qualification criteria.
2. Bids without EMD excepting those exempted.
3. Incomplete bid (s) either technical or Prequalifying/ Financial or commercial.
4. Bids not as per Technical specifications or not in the specified format.
5. Bids not in two parts as described above .
6. Bids not received within bid due date and time of offer submission.
7. Disclosure of Price anywhere in the Part-I bid i.e. techno-commercial bid.
8. Offer Prices not quoted in INR.

5.0 AMENDMENT OF BID DOCUMENTS

5.1 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 Corrigendum.

- 5.2 Any Corrigendum thus issued will become part of bidding document and bidder shall submit original Corrigendum / compliance letter duly signed and stamped as token of his acceptance.
- 5.3 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.
- 5.4 Bidder should download the complete set of tender documents which is available in our website www.nalcoindia.com and/or in the website www.eprocure.gov.in. Bidders are requested to visit the above websites regularly for any modification/addition/ bid due date extension for this tender. This information may not be published in Print Media.

6.0 IMPORTANT INSTRUCTIONS:-

- i) Before submission of their bid, the Bidders must make themselves fully conversant with the Tender Documents and other relevant information, so that no ambiguity may arise in any respect subsequent to the submission of the bid.
 - ii) If any Bidder finds any discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, she/he shall at once request in writing for an interpretation/ clarification to NALCO. However, for this reason, the tender opening date shall not be extended.
 - iii) If the Bidder deliberately gives wrong information in his/her quotation to create circumstances for the acceptance of his/her bid, NALCO reserves the right to reject such bid at any stage.
 - iv) Bid documents submitted are non-transferable.
 - v) No part of The contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the contractor directly or indirectly to any person, firm or corporation whatsoever without the consent of NALCO in writing.
 - vi) The tender documents are meant for the exclusive purpose of bidding against the subject requirement and shall not be transferred, reproduced or otherwise used for the purposes other than that for which these are specifically issued.
 - vii) In cases where the technical qualifying documents is not in English, the bidder has to submit the translated copy of the documents in English and the same shall be certified by the Chief Executive Officer (CEO) of the company.
 - viii) NALCO reserves the right to conduct price negotiation, if necessary, and the same shall be done with lowest acceptable tenderer only. Bidders are required to quote their lowest price in view of the fact that price negotiation, if any, shall be held with the lowest acceptable bidder only.
 - ix) While comparing price, if the deviations taken can be quantified in monetary terms with reasonable accuracy w.r.t. STC, then proper loading factor on the quoted rates shall be considered for evaluation without any correspondence with bidders.
 - x) No correspondence, whatsoever until & unless called for by the buyer, shall be entertained after due date and time of receipt of tender and any uncalled for communication received later from the tenderers will be ignored. 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.
 - xi) Firm(s) to whom no further business is to be given or dealings with whom have been banned/ suspended/ not settled the risk and cost claim, are not eligible to participate in the tender and any bid received from such firm(s) shall not be considered and will be returned un-opened to the concerned firm(s).
 - xii) NALCO reserves the right to accept or reject any or all tenders and to extend the due date for submission of Bids without assigning any reason thereof. However, a bidder may seek
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clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid which shall be responded within a reasonable time.

7.0 Incomplete offers and offer not confirming acceptance to terms and conditions of this NIT in toto, including validity period of offer, as stipulated in this tender may be liable for rejection.

8.0 Please confirm that you are not been banned or de-listed by any Government or Quasi Government agencies or PSUs of India. If you have been banned or de-listed by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. If this declaration is not furnished, your bid shall be treated as **non-responsive and liable for rejection**.

9.0 Conflict of Interest:

In Techno-commercial bids, the bidders shall be required to furnish a list of its partners/Directors and a declaration that such Partners/ Directors have no interest in any other bidders in respect of the same tender. They shall also be required to give a **declaration** giving the names of other firms/ agencies/ partnership firm/ wholly owned or partly owned subsidiary, etc., where they are having financial/ professional stakes and also give a certificate, if any, such firm/ agency is participating against the subject tender. The declaration by bidder should be certified by a Chartered Accountant.

In determining allied firms/ conflict of interest among bids submitted against the tender, the following shall be taken into consideration:

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

(OR)

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

(OR)

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

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

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

Note: A principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one principal. There can be only one bid from the principal manufacturer directly or through an agent on his behalf.

(f) Bidder or any of its affiliates participated as consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid.

(g) In the case of a holding company having more than one independently manufacturing unit, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. (As per documents/ declaration submitted)

Note: -

(1) Specific declaration should be submitted by bidders in respect to clauses (a) to (g) above duly certified by Chartered Accountant.

(2) Offers received against this tender from such firms as stated above, shall be considered that the offers are from a single source and only the lowest bid price, out of such multiple techno-commercially acceptable offers, shall be considered for evaluation & other bids shall be rejected.

10.0 Pre-bid/Pre-contract Agreement (Integrity Pact) & Independent External Monitor:

10.1 The accompanying 'Integrity Pact' attached at **Annexure - XIV** of Tender documents is to be executed in two (02) Originals on plain paper . In the case of joint bidding such as consortium etc., all the partners should sign the Integrity Pact..

10.2 All the pages of the Integrity pact are to be signed by the bidder. Bidders are required to clearly indicate the name and designation of the signatory as well as the name and address of the witnesses. The Bidders should not change the contents of the Integrity Pact.

10.3 The two (2) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in sealed cover to the address as mentioned at Para – 2.2.1. The scanned copy of the Integrity Pact is to be uploaded along with their Online Part - I Bid.

10.4 The two originals of Integrity pact will be signed by the representative of NALCO. One original of the Integrity pact will be retained by NALCO & the other original will be returned to the bidder through Post/Courier.

10.5 Offers violating any of the provisions of the Integrity Pact should be rejected, without considering them for any relaxation/ dispensation from the provisions of Integrity Pact. The Integrity Pact is deemed as a part of the contract and the parties are bound by its provisions. Integrity Pact shall be operative from the date of signing of the IP till date of completion of contract.

10.6 At present, there are 02 IEMs in NALCO. They are as below:

- (i) Mr. Hare Krushna Das, IAS (Retd.)
hkdash184@hotmail.com
- (ii) Dr. Meeran C Borwankar IPS (Retd.)
C 10/5, Vasant Vihar, Newdelhi- 110057
E-mail: mcborwankar@gmail.com

Note:- (i) Bidder may write to either of the IEMs for their grievances related to Integrity pact, if any, giving details of the tender, name of the tender issuing officer etc. for quick identification of the tender by the IEM to resolve their grievances.

(ii) Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be address to the IEMs.

(iii) Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials only.

11.0 Provision for PREFERENCE TO MAKE IN INDIA

The provision of the revised '**Public procurement (Preference to Make in India), Order 2017** ' dated 19.07.2024 shall be applicable for this NIT. The purchase preference as per clause 3A.(c) (i.e. For non-divisible works) of revised '**Public procurement (Preference to Make in India), Order 2017** ' dated 19.07.2024 shall be considered.

The aforesaid revised '**Public procurement (Preference to Make in India), Order 2017** ' dated 19.07.2024 is attached herewith as **Annexure-XXIII** of NIT documents

The 'Class-I local supplier'/ 'Class II-local supplier' as per this provision at the time of tender, bidding shall indicate percentage of local content and provide certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format given in the Annexure- XV of the NIT documents**, failing which no purchase preference shall be granted.

Only Class-I and Class-II Local suppliers as per revised '**Public procurement (Preference to Make in India), Order 2017** ' dated 19.07.2024 will be eligible to bid and Non - Local suppliers are **not eligible to participate against this tender**.

12.0 PRE-BID MEETING:

- 12.1 A pre –bid meeting will be arranged by the Owner at NALCO , SMELTER PLANT Angul Site on technical issues after two weeks of publication of tender i.e. on 02/01/2026 .Following points are to be noted:
- a) All prospective bidders should submit a List of clarification required before the pre-Bid meeting if they require any clarification on the tender documents/drawings etc.
 - b) If the bidder feels that the Tender specification is with sufficient details they can attend the “Pre Bid meeting” without submitting the “List of clarification”.
 - c) It may be noted that no clarification will be replied or entertained by the owner during “Pre bid meeting” if not submitted earlier, except in exceptional cases.
 - d) All the bidders should come prepared for site visit at Angul, Odisha and they will be accompanied by authorized representative of the owner at Site.
- 12.2 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.
- 12.3 Response to queries/ clarifications raised will be sent as expeditiously as possible. The response shall not form part of the bidding document unless issued as an addendum/amendment.
- 12.4 Bidders are expected to resolve all their clarification/ queries to the bidding document and submit their bid in total compliance to bidding document without any deviation/ stipulation/ clarification.

13.0 REVISED PRICE BIDS/ PRICE IMPLICATION:

- (a) In case the validity of offers expires during the processing of the case, all the techno-commercially accepted bidders shall be requested to extend the offer validity with same price and terms & condition of the tender. The offers of such bidders shall be rejected if they do not extend the validity unconditionally.
- (b) In case of withdrawal of deviations to NIT specifications, if any, bidder insists for revision in price before opening of price bid and Nalco agrees for the same, the submission of price implication shall be in offline mode from the bidder in a sealed envelope by hand/ password protected file through e-mail within a stipulated time. The submission of price implication shall be intimated for information to all other techno-commercially acceptable bidders.
- (c) In case of necessity due to post tender minor changes in specifications/ scope of work/terms & conditions of NIT, etc. before price bid opening, corrigendum shall be issued regarding the changes to all concerned techno-commercially qualified bidders and they shall be permitted to submit the price implication, if any, in offline mode in sealed envelope by hand/ password protected file through e-mail within a stipulated time.
- (d) The price implication submitted in offline mode by the bidders shall be opened and uploaded in CPP portal (preferably as part of techno-commercial evaluation summary while configuring price bid opening) before opening of original price bids for information of all the participating bidders. The evaluation will be done taking into account the original on-line price bid along with offline price implications.

14.0 AWARD CRITERIA

The Owner will award the order to the successful bidder who have submitted offer fully in accordance with techno-commercial terms of NIT and have been determined as the bid having L-1 status to be qualified to satisfactorily perform the Order.

15.0 Concurrent Commitment is Not Applicable for this LSTK Project.

16.0 OWNER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

16.1 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.

- 16.2 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 any such action will not be called into question and the Bidder shall have no claim in that regard against the Owner. However, a bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.

Thanking you.

Yours faithfully,
For National Aluminium Company Limited

GM (Materials)

ANNEXURE –I

PRE-QUALIFICATION CRITERIA (PQC)

JOB: Design, Engineering, Manufacture, supply, erection, testing and commissioning of Pipe (Siphon Tube) Cleaning Machine in Old LPC Shop

A) TECHNICAL	
Criteria	Documentary Proof Required
<p>The bidder should have executed "Similar Works" during the last 15 years ending last day of the month previous to one in which the tender is floated.</p> <p>"Similar Work" means</p> <p>Bidder should have supplied and commissioned at least one no. of Pipe (Siphon Tube) Cleaning Machine having capacity of equal to or higher than 8 Nos. of Siphon Tubes/ 8 Hours in any Aluminium Smelter Plant. The supplied equipment should have been in satisfactory operation after commissioning for a minimum period of one year</p> <p>OR</p> <p>The Vendor shall have the LSTK experience of supply, erection and commissioning of Aluminium Smelter Plant/part of Smelter Plant in which Pipe (Siphon Tube) Cleaning Machine is an equipment having capacity of equal to or higher than 8 Nos. of Siphon Tubes/ 8 Hours). The supplied equipment should have been in satisfactory operation after commissioning for a minimum period of one year</p> <p>Note:</p> <p>a. Pipe (Siphon Tube) is an attachment to Tapping Ladle (Crucible) which is used to suck molten aluminium from the Pot to Tapping Ladle (Crucible).</p> <p>b. The bidder may be OEM/OES who has successfully executed a project as per "Similar Works" or Authorised agency of OEM/OES.</p> <p>c. In case the bidder is the Authorized by OEM/OES to participate in the tender, the credential documents of OEM/OES and their authorized agency shall be jointly considered for evaluation of Technical eligibility criteria.</p> <p>d. The Bidders may also form Consortium and participate in the Tender complying terms and conditions as per Annexure-A of PQC.</p> <p>e. Relaxation on 15 years time frame can be claimed by the vendor if they have executed similar job (mentioned in the Technical eligibility criteria) in NALCO.</p>	<p>1. In case of bidding by OEM/OES</p> <p>i) Copies of Purchase Order & corresponding Amendments, scope of vendor duly certified by a practicing Cost Accountant/ Chartered Accountant.</p> <p>ii) Copies of Performance Certificate of the referred order, issued by the end user or principal owner of the project indicating Order/Contract reference & the date of commissioning in the Letterhead duly signed by authorized signatory, certified by a practicing Chartered Engineer/Cost Accountant/ Chartered Accountant.</p> <p>2. In case of bidding by Authorised agency of OEM/OES,</p> <p>i) Authorisation letter of OEM/OES for bidding against this NIT.</p> <p>ii) Certificate / Undertaking/ Agreement from OEM/OES for back to back support for completion of the project, guarantee / warranty, supply of spares and after sales service.</p> <p>iii) Copies of Purchase Order & corresponding Amendments, scope of vendor of OEM/OES</p> <p>iv) Performance certificate of OEM/OES of the referred order, issued by the end user or principal owner of the project indicating Order/Contract reference & the date of commissioning in the Letterhead duly signed by authorized signatory.</p> <p>The above documents shall be duly certified by a practicing Chartered Engineer/ Practicing Cost Accountant / Chartered Accountant.</p> <p>3. Proven Trak Record Format (Annexure-B)</p> <p>Note:</p> <p>a. Performance Certificate shall be considered only when it bears the Name, Designation and Contact Reference of Issuing Authority. This is only applicable for Performance certificate issued after 30/06/2022.</p> <p>b. In case of Authorised agency of OEM/OES, the bidder has to submit the PTR format indicating the credentials of OEM/OES.</p> <p>c. NALCO may use internal documents for evaluation of Bids</p> <p>d. Abbreviations:</p> <p>OEM/OES - Original Equipment Manufacturer/Original Equipment supplier who had successfully executed a project as per "Similar Works".</p> <p>LSTK - Lump Sum Turn Key</p>
B) FINANCIAL	
Criteria	Documentary Proof Required
<p>1) Average annual financial turnover of the bidder during the last three Financial years ending with 31st March of previous Financial Year should be at least Rs.458.51 Lakhs (Rupees Four Crore Fifty Eight Lakhs and Fifty one Thousands only) .</p> <p>2) The bidder should have minimum positive working capital of Rs.286.57 lakhs (Rupees Two Crore Eighty Six Lakhs and Fifty Seven Thousands only).</p> <p>OR</p> <p>The bidder should make exclusive credit limit available from one or more Scheduled Commercial Banks for the proposed work and submit a line of confirmation from the bank/banks as a documentary evidence.</p> <p>3) The bidder should have minimum positive Net Worth of Rs.573.14 Lakhs (Rupees Five Crore Seventy Three Lakhs and Fourteen Thousands only)</p> <p>Note:</p> <p>In case of Consortium, the lead partner shall meet Financial Eligibility Criteria singly. However, Net worth of each member(s)/partner(s) (except Lead Partner) must be positive as per audited balance sheet.</p>	<p>1) Copies of audited financial statements and profit & loss accounts of the relevant years duly certified by Chartered Accountant/ Auditor in support of the commercial qualifying criteria of Turnover, Minimum positive working capital and Net worth.</p> <p>2) In alternative of eligibility criteria of Minimum positive working capital, Letter from the Banker of the Bidder on Credit Limit as per Para-2 (Alternatively condition) addressing to Nalco w.r.t. Tender document.</p> <p>Note:</p> <p>a. If the end of the financial year of the bidder is beyond 3 months before the Bid Due Date, then it should be the latest financial year otherwise it will be the previous financial year (one year before the latest financial year). In case an audited balance sheet is not available for the latest financial year the bidder shall submit the financial statement for the same duly certified by a Chartered Accountant</p> <p>b. In case, it is not mandatory for a company to prepare audited Annual report as per the law of the country, then the financial credentials certified by the Chief Financial Officer (CFO)/ Chief Executive Officer (CEO) of the company, duly endorsed by independent practicing Chartered Accountant in original shall be considered for evaluation of the financial criteria.</p> <p>c. In cases of Group of Companies, where the bidding company does not have their standalone financial, the bidder shall provide their standalone financial statement duly certified by independent practicing Chartered Accountant.</p> <p>d. In cases where the bidding company has consolidated financial accounts, then the standalone financial accounts appearing in the consolidated financial accounts shall be considered. If the consolidated financial accounts do not have standalone financial accounts in it, then the bidder shall provide their standalone financial statement duly certified by an independent practicing Chartered Accountant</p> <p>e. The certificate issued by Chartered Accountant for any purpose must contain the UDIN (Unique Document Identification Number). In the absence of the same, concerned document will not be considered as a valid document and will not be used for bid evaluation.</p>

PQC ANNEXURE-A

CONSORTIUM BIDDING CRITERIA:

Consortium bidding shall be accepted subject to fulfilling the criteria as given below:

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

FORMAT FOR CONSORTIUM AGREEMENT

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

WITNESSETH:

WHEREAS, the owner M/s. National Aluminium Company Ltd., is a Government of India Undertaking, having its Office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar - 751013, Odisha, (hereinafter referred to as NALCO) has floated Notice inviting tenders bearing No. ____ for execution of work ____ (description of work) ____, inviting offers from the interested parties; AND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WORK SCHEDULE

SI No	Name of Bidder/ member of consortium	Work Particulars	Completion schedule

17. The leader of Consortium is hereby authorized to incur liabilities and receive instructions for and on behalf of any and all the consortium members for the entire Contract Work.

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

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

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

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

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

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

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

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

26. That during the arbitration process and after arbitration those differences/ disputes which does not resolve, in those events the lead bidder shall be wholly responsible for execution of Contract satisfactorily and individually liable for consequences under the contract thereof. However, it does not

mean that other associates of Consortium are discharged from their joint and several liability under this agreement.

27. In witness whereof, the parties here to have executed this Consortium Agreement in duplicate/triplicate, today the _____ day of _____ 20.... at _____.

1st Party (leader)

2nd party (associate)

3rd party (associate)

WITNESSES

1.

2.

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

Advocate

Note: The agreement should be duly attested by Notary Public.

Annexure-B

PROVEN TRACK RECORD

For

**Design, Engineering, Manufacture, supply, erection, testing and commissioning of
Pipe (Siphon Tube) Cleaning Machine in Old LPC Shop**

DESCRIPTION	BIDDER'S REFERENCES		
	1	2	3
Client's Name Address Tel. No. Fax E-mail Name of Contact person			
Project/ Location :			
Copy of Purchase Order from Client enclosed: Yes/ No			
Referred Pipe (Siphon Tube) Cleaning Machine as a standalone equipment : Yes/ No			
If no, reference of LSTK package in which Pipe (Siphon Tube) Cleaning Machine is a part			
Capacity in nos. of Pipe/Siphon Tube Assembly per 8 Hours			
Length of Pipe/Siphon Tube Assembly (in Meters)			
Month & Year of Commissioning			
Copy of Completion/ Commissioning Certificate from Client enclosed: Yes/ No			
Copy of Performance Certificate from Client (Satisfactory running of the supplied Machine for minimum One Year) enclosed: Yes/ No			
Bidder's Scope of supply and services Pipe (Siphon Tube) Cleaning Machine Package:			
- Basic Design (Yes/ No)			
- Detailed Design and Engineering (Yes/ No)			
- Procurement and manufacture (Yes/ No)			
- Shop Assembly, Inspection & Testing (Yes/ No)			

Signature of Authorised Personnel
With seal

Annexure-II

TECHNICAL SPECIFICATIONS

Sl. No	Material Code	Description	UOM	Qty.
1	21105001000	Design, Engineering, Manufacture, Supply, erection, testing, commissioning and PG tests of Pipe (Siphon Tube) Cleaning Machine in Old LPC Shop, NALCO SMELTER PLANT, ANGUL, ODISHA For Detailed TECHNICAL Specifications, Refer Annexure-XX of Tender Documents .	SET	01

ANNEXURE-III

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 Specifications (Annexure-XX), if any, shall be indicated only in this schedule.
2. This shall be submitted along with the Un- priced Offer.
3. **Deviations listed/mentioned 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/specifications, the Bid shall be rejected without any indications.
7. In case of contradiction/ conflicting version found by NALCO at different places of offer, NALCO can choose any version or the offer may be rejected without any indications.

Sl. No.	Clause No. & Reference of Annexure-XX	Page No. of NIT	Technical Specifications of NIT	Deviation taken	Reasons for deviations

Signature:

Date:

Name:

Designation:

Seal:

Annexure - IV

STANDARD TERMS AND CONDITIONS OF NIT (STC)

1. PRICE :

- 1.1 **The total price of this Project i.e. total price of Design, Engineering, Manufacture , Supply , Erection, Installation, testing, Commissioning, MCE insurance charges ,PG Tests and handing over of Pipe (Siphon Tube) Cleaning Machine in Old LPC Shop for our Smelter Plant at Angul, Odisha complete in all respect as per our NIT documents and Technical specifications attached at Annexure-XX, shall be quoted as per the price bid format/ BOQ attached as Annexure- XXV of tender documents.**

The supply price shall be on F.O.R. Destination/Free Delivery at Site basis including Taxes and Duties, Packing & Forwarding charges, Freight charges, GST etc. as per the **price bid format/ BOQ attached as Annexure- XXV of tender documents.**

Wherever the Taxes and Duties are not specifically indicated, it will be presumed as "Not Applicable" and no statutory variation will be payable by NALCO. The rate & amount of Taxes and Duties should be clearly mentioned.

- 1.2 Any condition or component of the NIT having a financial bearing on arriving at the landed price at NALCO or otherwise to NALCO, if not quoted or agreed to in the tender, shall be suitably loaded to the quoted price for comparison purpose.
- 1.3 Price loading on account of payment terms at variance with payment terms of tender documents will be loaded for the relevant period @ the interest rate based on Marginal Cost of Funds based Lending Rate - MCLR (1-year tenor) of SBI for one year as on April of the said FY plus 1%. The interest rate based on MCLR shall be frozen for the tender depending on the date of issue of tender and shall be valid till finalization of the tender.
- 1.4 Bidders are requested to quote their best price considering the fact that price negotiation, if required, may be held with the lowest tenderer only.

2. PRICE FIRMNESS :

All prices quoted must remain firm and fixed till complete execution of the contract except for statutory variation in taxes and duties during contractual completion period. Any increase in taxes and duties after expiry of the contractual completion period for which Input Tax Credit is not admissible to NALCO will be to supplier's account. Any decrease in taxes and duties after expiry of the contractual completion period will be availed of.

3. GOODS AND SERVICES TAX (GST) CLAUSES:

- 3.1 It would be the responsibility of the Seller to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Sellers 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.
- 3.2 The Seller would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or non-compliance of tax laws by the Seller by issuance of suitable credit note to NALCO. In case, Seller 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.
- 3.3 Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
-

- 3.4 The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- 3.5 In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- 3.6 NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- 3.7 To enable NALCO to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.
- 3.8 The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- 3.9 In case, NALCO is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG, etc.).
- 3.10 Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time, etc.
- 3.11 Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- 3.12 Tax deduction at source (TDS) under GST
As per section 51 of CGST Act 2017, Nalco shall deduct at source @ 1% CGST & @ 1%SGST for intra state transaction and @2% IGST in the case of interstate transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is more than Rs.2,50,000/-.

4. COMPLETION PERIOD :

The total Completion period of the project in all respect as per Technical Specifications and Scope of supply and work of our NIT shall be **12 (Twelve) months** from the effective date of contract.

5. PAYMENT TERMS:

5.1 For Supply Portion :

- a) 10% payment shall be made against submission of documents like GA Drawings and Single Line diagram of MCC duly approved by NALCO and against submission of BG for equivalent amount valid till completion of supply on F.O.R. Nalco Smelter plant Site basis (BG to enter into force on the day the corresponding payment is received by the contractor). If NALCO does not approve the drawing within 30 days
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from its submission for any reason attributable to NALCO, the extra amount of time needed to approve the drawing will be added to the contract delivery time.

- b) 70% payment on pro rata basis after delivery on F.O.R site basis.
- c) 10% payment after successful completion of commissioning against due certification by Manager-In-Charge (MIC) of NALCO. In case, the commissioning is not completed within maximum 10 months from the 'date of completion of supply on F.O.R. Nalco Smelter plant Site basis' due to reason not attributable to the contractor, then this payment shall be released within maximum 10 months from the "date of completion of supply on F.O.R. Nalco Smelter plant Site basis" (notwithstanding the certification by Manager in- charge of NALCO) against submission of BG for equivalent amount valid up to the end of warranty period. However, the BG will be released upon successful completion of commissioning and against due certification by Manager-in-charge of NALCO.
- d) Balance 10% payment after successful completion of PG tests and final handing over to NALCO. In case, the PG tests are not completed within maximum 17 months from the "date of completion of supply on F.O.R. Nalco Smelter plant Site basis" due to reason not attributable to the contractor, then this payment shall be released within maximum 17 months from the "date of completion of supply on F.O.R. Nalco Smelter plant Site basis" (notwithstanding the certification by Manager-in-charge of NALCO) against submission of BG for equivalent amount valid up to the end of the warranty period. However, the BG will be released upon successful completion of PG tests and final handing over to NALCO and against due certification by Manager-in-charge of NALCO.

All payments to be made directly through Bank on receipt of Invoice and relevant documents.

5.2 For Site Work portion (i.e., unloading, storage, handling, erection, testing, commissioning and PG tests, etc. including dismantling and disposition of existing unit)

- a) 80% of the basic works value along with 100% applicable taxes and duties on pro-rata basis after completion of erection of equipment at site against submission of relevant bills as per approved billing schedule on certification of Manager-In-Charge or his/her authorized representative.

Balance 20% of basic works value (Excluding Taxes & duties) shall be made as follows:

- b) 10% lump-sum payment shall be made after commissioning of total system and against mechanical commissioning certificate duly certified by Manager-In-Charge or his/her authorized representative
- c) Balance 10% lump-sum payment shall be made after final handing over of the complete system including acceptance of PG tests report and clearing all liabilities duly certified by Manager-In-Charge or his/her authorized representative

5.3 GST Payment

Payment of GST is subject to reflection of the seller's invoice in GSTR 2A/Anx-2 [GST new return of NALCO].

5.4 NOTE:

- a) If, PG Tests could not be conducted within 06 months from commissioning, for reasons not attributable to contractor, last 10% payment will be released against submission of a Bank Guarantee of equal amount valid for 12 months initially and extendable thereafter. This however, will not relieve the contractor from his obligations towards the PG Tests and any other contractual obligations.
- b) All Payment can be made through e-payment mode through SBI as well as NEFT / RTGS mode through designated enabled branches. Duly filled Bank Mandate form in duplicate should be furnished with due authentication from bidder's Banker.
- c) All payments are subject to submission of acceptable Contract-cum Performance Bank Guarantee (CPBG))/ Terms of CPBG mentioned elsewhere in the document-
- d) Within 01 month of receipt of letter of Intent/PO, the contractor shall submit a billing schedule/billing break up for approval of NALCO, wherever required

5.5 Documents to be enclosed with the Running Account (RA Bill)s:

5.5.1 For 80% payment for both Supply and Works portions :

- i. Tax Invoice
- ii. RA Bill formats available with Manager-In-Charge
- iii. Guarantee/Warranty Certificate (as applicable)
- iv. Material reconciliation certificate on Works Bill (In case of Free issue material, if any)
- v. HRD Clearance in Works Bill
- vi. Any other document required by Manager-In-Charge or as per directive of statutory authority.

5.5.2 Final Bill (i.e. the last 10% of supply and works portion) shall be accompanied by :

- i. Invoice
- ii. Completion certificate
- iii. Final Material reconciliation certificate on Works Bill (In case of Free issue material, if any)
- iv. No Claim certificate in NALCO's format
- v. No dues Certificate from O&M department where project is done
- vi. PG Test report
- vii. Handing Over/Taking Over certificate
- viii. HRD Clearance
- ix. Royalty clearance certificate (wherever applicable)
- X Anti-Profiteering Certificate

Note :

- i. The final bill must be submitted by the contractor within three months of final handing over.

6. PRICE REDUCTION SCHEDULE (PRS) FOR DELAY IN COMPLETION OF PROJECT :

Time is the essence of the contract and the project should be completed within the completion period mentioned in the NIT. The PRS for delay in completion of the project attributable to the contractor, shall be levied @ ½% of the total basic contract value per week of delay in completion or part thereof subject to maximum of **5%** of total basic contract value. Any deduction towards PRS shall be made with applicable GST at the time of settlement.

7. ALTERNATIVE ARRANGEMENTS:

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

8. PRE-DISPATCH INSPECTION AND TESTING PROCEDURE:

Pre-dispatch inspection (PDI) and testing as mentioned in Annexure-XX of tender documents shall be done by NALCO's representative(s) at supplier's works prior to dispatch with 15 days of prior intimation by the supplier. However, final inspection & testing shall be carried out by NALCO at NALCO, Smelter site and the result shall be binding on the supplier on whom order shall be placed.

9. GUARANTEE:

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

10. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):

10.1 The Contractor shall furnish a Contract-cum-Performance bank guarantee (**CPBG**) of 10% of Total Basic Contract value including amendment if any, in Nalco's prescribed CPBG format (**Annexure-XI**) from any Bank approved by Nalco (**Annexure-XII**) towards successful execution of the contract and performance guarantee obligations of the equipment /system up to guarantee period plus claim period of two months. i.e. Contract-cum-Performance bank guarantee (**CPBG**) shall remain valid up to 02(two) months beyond the guarantee period of the system.

10.2 CPBG shall also be accepted in the following forms:

- (i) Bank Guarantee (including e-Bank Guarantee) from Banks acceptable to NALCO as per NALCO'S CPBG FORMAT ONLY (attached as **Annexure-XI of tender documents**) , valid for 60 (sixty) days beyond the guarantee period.
- (ii) In the form of online transfer - NEFT, RTGS (iii) Account payee Demand Draft, Fixed Deposit Receipt, etc. from a Commercial Bank. The Proof of such transfer / transaction must be submitted

However, CPBG will NOT be accepted in cash.

Address for sending original CPBG: Mr. Soumyaranjan Sahoo, Asstt. General Manager(Finance) , Finance Deptt., National Aluminium Company Limited, Smelter Plant, Angul – 759145, Odisha.

e-mail: Soumyaranjan Sahoo, Mobile No.8800394843

10.3 The validity of CPBG initially shall be 26(twenty six) months considering Project completion period (12 months), Guarantee/Warranty period (12 months) plus claim period (2 Months). However, the Contractor shall be asked to extend the validity of CPBG based on the actual project execution (if required) at a later date.

10.4 **The CPBG shall be submitted within 30 days from the date of Contract/LOI.** If Contractor fails to submit CPBG after placement of order, the equivalent amount will be recovered from the bill(s) of the contractor till the full amount is recovered.

Subject to any deduction which Nalco is authorized to make, CPBG shall be released after satisfactory execution of contract and 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 purchases and recover damages on account of such risk purchases.

10.5 The clause 19 - Security Deposit of Annexure-XXI (GENERAL CONDITIONS OF CONTRACT of tender documents) is Not Applicable for this NIT. Also Security Deposit wherever mentioned in Annexure-XXI (GENERAL CONDITIONS OF CONTRACT) shall be read as Contract-cum-Performance Bank guarantee (**CPBG**).

11. **MANAGER IN-CHARGE:** GM (CRG), NALCO, Smelter shall be the Manager-In-charge and he or his representative shall be the certifying officer from NALCO for all requirements including Bill payment. He shall be the overall coordinating officer for the execution of contract.

12. OFFER VALIDITY:

The offer must be valid for a minimum period of 180 days from the date of opening of tender i.e. the date on which part-I bid will be opened in CPPP. If required NALCO may request for further extension of offer validity for a period of 90 days.

13. TOTAL CONTRACT VALUE AND EFFECTIVE DATE OF CONTRACT:

13.1 The total contract value is the combined value of all the order placed for the subject project

13.2 Effective date of contract shall be the date of unqualified acceptance of the Purchase Order/LOI. All contractual obligations shall commence from effective date of contract. Maximum time permitted for acceptance is 15 days from the date of receipt of PO/LOI through e-Mail by NALCO.

14. FINAL HANDING OVER:

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

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

16. **INSURANCE:** Marine cum Erection (MCE) Insurance will be arranged and borne by the Supplier. Marine cum Erection (MCE) insurance is in the scope of the Supplier/contractor i.e. all the supplied equipments and materials along with the accessories shall be completely insured by the supplier till the completion of erection, commissioning at NALCO site and handing over of complete system to NALCO . **The quoted price must include the aforesaid MCE insurance charges.**

17. RECOVERY OF SUMS DUE:

Whenever any claim against the Seller for payment of sums of money arises out of or under the contract, Purchaser shall, without prejudice to any other mode or source of recovery available, be entitled to recover sums from any sums then due or which at any time thereafter may become due to the Seller under this or any other contract with the Purchaser and/or by recourse to any bank guarantee available to purchaser for this purpose, and should this sum be not sufficient to cover the recoverable amount, the Seller/Contractor shall pay to the Purchaser on demand the balance remaining due.

18. ANTI -PROFITEERING CLAUSE (SEC 171 OF CGST ACT) (APPLICABLE FOR INDIAN BIDDERS):

In any new Tax/Taxes is introduced on sale of goods/services, either in lieu of existing tax/ taxes or as separate tax/taxes, then the overall incidence of tax/taxes on the Vendor on account of its inputs and outputs wherever less than the incidence of existing taxes, then the vendor shall pass on to Owner, the benefits thereof by way of commensurate reduction in the basic price w.r.t Input tax benefits and reduction in Tax chargeable to 'Nalco' w.r.t Output Tax benefits in connection with goods and/or services provided.

If on the other hand, the incidence of tax/taxes is in excess of the incidence of existing tax/taxes, the Owner on submission of satisfactory proof, shall reimburse the Vendor the additional incidence of tax provided they are within the contractual completion date.

The bidder has to provide a declaration (as per Annexure-XVI of this tender documents) along with the offer that they will abide by the requirements under clause 171 of CGST Act,2017

19. FORCE MAJEURE:

Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

20. MEDIATION AND ARBITRATION:

The terms and conditions for Mediation and Arbitration shall be as per **ANNEXURE-XXII** of this tender documents.

21. GUIDELINES FOR ELIGIBILITY OF A “*BIDDER HAVING BENEFICIARY RELATIONSHIP FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA*”:

All the clauses of Order No. F.No. 6/18/2019-PPD dated 23.07.2020 & OM Dtd.08.02.2021 issued by Ministry of finance (deptt. of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>)

All the bidders are required to submit compliance certificate as asked in the above order No. F.No. 6/18/2019-PPD dated 23.07.2020 & OM Dtd. 08.02.2021 and as per format ANNEXURE-XVII of this tender documents .

If the above certificate given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.

22. INCOME TAX CLAUSES

(A) For supply Contracts / Purchase Orders / Supply portion of LSTK:

NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Crores during the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribes rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year.

Accordingly, Vendors/Sellers are not to collect tax at source under section 206C (1H) of the Act w.e.f. 01.07.2021, in case provisions of section are applicable to them.

The above is as per the current status and is subject to modification(s) based on amendments/notifications under Income Tax Act, 1961, from time to time.

(B) For Other Contracts / Orders:

Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.

UNDER INCOME TAX / BILLING CLAUSES:

Vendor / Party categorised/designated as “specified person” under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors/Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filing of ITR has expired, along with the Invoice/Bill so as to facilitate NALCO, verify the applicability of Section 206AB.

23. CRIMINAL PROCEEDINGS/ CASES:

23.1 The bidder or its Proprietor/ Partner(s)/ Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven

(7) years. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or attested by Notary Public. . Besides, the bidder should furnish litigation history of their firm or group firm (if claiming fulfillment of BQC on group entity terms). The litigation history shall include:

(i) Arbitration cases pending

(ii) Disputed incomplete works

(iii) Pending civil cases against the firm or its Proprietor/ Partner(s)/ Director(s) involving moral turpitude in relation to business dealings.

(iv) Pending criminal cases against the firm or its Proprietor/ Partner(s)/ Director(s) involving moral turpitude in relation to business dealings.

(v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings

Based on this declaration furnished by the bidder, NALCO may accept or reject the Offers.

Bidders should upload the scanned copy of the declaration with their Online Part - I Bid. The original copy of the declaration should be submitted in **sealed envelope of the hard copy offer**.

23.2 The bidder has to furnish a declaration to the effect that they have not been banned or de-listed by any Government or Quasi Government agencies or PSUs of India. If they have been banned or de-listed by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. The declaration should be in the bidder's official letterhead duly signed by the authorised signatory with official seal. . Bidders should upload the scanned copy of the declaration with their On - line Part - I - Bid. The original copy of the declaration should be submitted in **sealed envelope of the hard copy offer**.

23.3 Bidder should not be under liquidation, court receivership or similar proceeding. Bidder has to submit **certificate/ Undertaking** in this respect in his official letterhead duly signed by the authorised signatory with official seal. Bidders should upload the scanned copy of the declaration with their On- line Part - I Bid. The original copy of the declaration should be submitted in **sealed envelope of the hard copy offer**.

24. TAKING OVER: Upon successful completion of all the tests to be performed at site on equipment and systems furnished and erected by the Contractor, the Engineer shall Issue to the Contractor a taking over certificate as a proof of the final acceptance of the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive by terms and conditions of the contract after issuance of such certificate.

25. REJECTION OF DEFECTIVE PLANT: If the completed plant or any portion thereof, it is taken over under the clause 'Taking Over', be found defective or fails to fulfill the requirements of the contract, the Engineer shall give the Contractor notice setting forth particulars of such defects or failure, and the Contractor shall forth wile make the defective plant good or to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, the Purchaser may reject and, replace at the cost of the Contractor the whole or any portion of the plant as the case may be, which is defective or fails to fulfill the requirements of the Contract. Such replacement shall be carried out by the Purchaser within a reasonable time and at a reasonable price, and where reasonably possible to the same specification and under comparative condition. The Contractor's full and extreme liability under the clause shall be satisfied by the payment to the purchaser of the original contract price including charges of erection and/or supervision of erection plus the difference if any between the replacement price of the equipment including charges for erection and /or supervision of erection and the original contract price including charges for erection and / or supervision of erection in respect of such defective plant.

In the event of such rejection, NALCO shall have the right to operate any and all equipment as soon as and as long as it is in operating condition, whether or not, such equipment has been accepted as complete and satisfactory, to enable him to obtain necessary replacement, except that this shall not be construed to permit operation of any equipment which may become damaged by such operation before any required alternations or repairs and/or replacement have been made. All repairs or alternations or replacement required of the Contractor shall be made by the Contractor at such times as directed and in such manner as will cause the minimum interruption in the use of the equipment by the Purchaser. Should the Purchaser not so replace the rejected plant within a reasonable time, the Contractor's full and extreme liability under his clause will be satisfied by the repayment of all money paid by the Purchaser to him in respect of such plant.

Nothing in this clause shall be deemed to deprive the Purchaser or affect any rights under the contract which he may otherwise have in respect of such defects or deficiencies or in any way relieve the Contractor of his obligations under the contract.

26. LIMITATION OF LIABILITIES:

Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts, neither the Contractor nor the Company (NALCO) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs. Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% (hundred percent) of contract value..

27. DEDUCTION FROM CONTRACT PRICE

All costs, damages or expenses which the Purchaser may have paid, for which under the contract Contractor is liable, may be deducted by the Purchaser from any money due or be coming due by him to the Contractor under the contract, or may be recovered by action of law or otherwise from the Contractor. Further all legal and statutory deductions will be made and the Contractor is not entitled to any reimbursement or claim what-so-ever except only a tax deduction certificate. In the event of recovery to the necessary extent becoming impossible owing to insufficiency of the Bank Guarantee (BG) and withheld amounts, the balance due to the purchaser, may be recovered in any way the Purchaser may deem fit.

28. SAFETY: The supplier shall comply with all the statutory safety provisions of NALCO and get safety clearance from the Safety Department of NALCO, CPP for all the necessary jobs and also to obtain any other statutory & environment clearances for successful completion of the contract. The supplier shall take all necessary safety measures, at their own cost, to avoid any harm or injury to their workers & staff from the equipments, facilities, etc.

29. WORKMEN COMPENSATION, PERSONAL ACCIDENTAL INSURANCE, LABOUR LAWS: All persons engaged by the supplier at NALCO site shall be adequately insured by the supplier as per the statutory norms, statutory / contingency insurance coverage i.e., third party liability, ESI and under the workmen compensation insurance policy / personal accidental insurance policy, etc. The supplier shall comply with all applicable labor laws including payment of wages, etc.

30. NON-WAIVER:

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

31. MOBILIZATION ADVANCE :

Interest bearing recoverable Mobilization Advance shall be paid to the Contractor (if requested by him) up to 10% of Contract Value after the following conditions have been fulfilled:

- (i) The formal contract has been signed between the owner and the contractor.
- (ii) Submission of Initial Contract cum Performance Bank Guarantee as per NIT Terms & Conditions.

Modality of Payment/recovery of mobilization advance:

a) Mobilization Advance shall not be paid in less than two equal instalments. Second and subsequent instalments shall be paid after submission of utilization certificate by the contractor for the previous instalments paid for execution of this contract only and satisfactory site mobilization by the contractor duly certified by the Engineer-In-Charge. If it is found that, the said advance has been utilized by the contractor in whole or part for any other purpose; the Owner may at its discretion forthwith recall the

entire advance and without prejudice to any other right or remedy available to the owner, recover the same by recourse to the Bank Guarantee(s).

b) The Supplier shall submit Bank Guarantee(s) for an amount equivalent to 110% of the advance amount valid up to the completion period plus one-month from any bank as per list provided in the Tender documents /NIT document and in the format attached in the NIT/Tender documents.

c) The Supplier shall at the request of the Owner suitably extend the validity of the Bank Guarantee(s) for such period as may be required.

d) The supplier may submit multiple BGs for facilitating release of BG amount equivalent to advance realized from RA bills.

e) The Rate of Interest shall be variable during tenure of Contract. The Rate of Interest applicable on balance amount of Mobilization 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%.

f) Recovery of Mobilization Advance paid shall start when 15% of the work is executed or 1st Running Account (RA) bill whichever is later.

g) The Mobilization Advance paid shall be recovered as stipulated above from each RA bill@ 12.5% of gross amount of RA bill in such a manner that the total advance is recovered when 80% of the contract value gets paid.

h) A schedule of mobilization shall be drawn after due discussion with vendor. In the event of undue delay in mobilization, the EIC may initiate necessary action for recovery through encashment of Bank Guarantee(s)

32. PRICE VARIATION COMPENSATION (PVC)

1. The PVC clause shall be applicable for all LSTK Contracts with Duration more than 18 months and Contract value exceeding Rs.3 Crores. However, LSTK contracts with contractual completion period of less than 18 months but delayed beyond 18 months period due to the reasons not attributable to the vendor, will be governed by conditions as per Clause no:3.10.1.

PVC Clause shall not be applicable for the LSTK Contracts having original Contract values upto Rs. 3 Crores.

2. PVC shall be applicable to both Material and Service Components of BOQ .
 - a) Supply : Supply of materials for the LSTK Contracts
 - b) Service: Design, Engineering, Erection & Commissioning, Testing, Training, Material Transport, Port Handling etc
3. The following methodology shall be applicable for PVC clause both for **UPWARD/DOWNWARD** variation:

3.1 Price variation shall not be applicable for the price of items indicated in *foreign currency* in the contract.

3.2 No price variation shall be applicable for the cost of Free Issue Materials issued by NALCO.

3.3 Minimum percentage of variation, beyond which PVC clause will be admissible, is +/- 2% of the base price, calculated in quarterly basis.

3.4 15% of the quoted price is considered as fixed and not subject to price variation.

3.5 PVC is calculated based on indices for Material & Service Components as detailed below:

Service Component:

Base Index - AICPI-IW for the month prior to the base date.

Final Index - AICPI-IW for the month of execution.

Material Component:

Base Index - AIWPI for the month prior to the base date.

Final Index - AIWPI for the month prior to the month of delivery.

AIWPI of the applicable material group is to be applied.

Payments for each supply of materials & services would initially be made as per the base price mentioned in the contract and PVC should be submitted only quarterly, based on the above indices, provided it meets the minimum criteria of $\pm 2\%$ variation as specified at Cl. 3.3 above.

- 3.6 For contracts where steel, cement, fuel & power are the main components, AIWPI for Steel, Cement, Fuel & Power may be applied in place of 'AIWPI for all Commodity'. 'AIWPI for all Commodity' shall be applicable for Price Variation calculation where there is no major Component of a particular material.
- 3.7 For Contracts involving supply of Electrical Transformers, IEEMA formula shall be used for these transformers. For other components, price variation formula with 'AIWPI for all Commodities' will be applicable.

- 3.8 PVC shall be applicable on both Supply of Material and Service portion. After Placement of PO, the vendor shall submit the Billing Break-up Schedule complying the % of Supply of Material and Service portion as indicated in Standard Terms & Conditions of NIT. Price Variation will be calculated based on following formula:

3.8.1 For Labour/Service Component:

$$P = 0.85 \times V \times \frac{L_x}{100} \times \frac{(L_1 - L_0)}{L_0}$$

Where,

P = Amount of Price variation

V = Value of work under consideration for PVC on pro-rata basis;

Lx = % of labour/service component to be considered for price variation.

L1 = values of corresponding labour index (AICPI – IW) as applicable for the month in which the work is executed;

L0 = values of the above mentioned labour index (AICPI-IW) is that of one month prior to the Base Date. Due date of opening of the Technical Bid is considered as the base date.

3.8.2 For Material Component(s):

$$P = 0.85 \times V \times \frac{M_x}{100} \times \frac{(M_1 - M_0)}{M_0}$$

Where,

P = Amount of Price variation

V = Value of work under consideration for PVC on pro-rata basis

Mx = % of material component to be considered for price variation.

M1 = values of corresponding material index (AIWPI) as applicable for the month, prior to the month, in which the material is delivered;

M0 = values of the above mentioned material index (AIWPI) corresponds to that of one month prior to the base date. Due date of opening of the Technical Bid is considered as the base date.

- 3.9 The ceiling on price variation shall not exceed the maximum limit as specified below:

- For Contract(s) where completion period as stipulated is more than 18 months but not more than 24 months: 12% (Twelve percent) of the order value;
- For Contract(s) where completion period as stipulated is more than 24 months but not more than 36 months: 15% (Fifteen percent) of the order price;
- For Contract(s) where completion period as stipulated is more than 36 months: 20% (Twenty percent) of the order price;

- 3.10 Price adjustment shall be allowed in the Contract Price for the variations in the agreed schedule and actual schedule of work, as follows:

- 3.10.1 When contractual "Time for Completion" of the Contract is up to eighteen (18) months and if completion of project is delayed beyond scheduled "Time for Completion" due to reasons attributable to NALCO and extension to the "Time for Completion" is granted, the extent of price adjustment, if any, shall be allowed in the Contract Price, for the upward or downward variations arising between the scheduled

- “Time for Completion” and actual time of completion of the respective item of work within the “Extended Time for Completion” of the Contract.
- 3.10.2 If completion of the project is achieved within the scheduled ‘Time for Completion’, as indicated in Contract Agreement, the price adjustment of the invoices shall be calculated on the basis of “AICPI/AIWPI Index” as explained in Cl. 3.8.
- 3.10.3 If completion of the project is delayed beyond scheduled “Time for Completion”, due to contractor's failure, notwithstanding the extension to the “Time for Completion” is granted, no price escalation shall be allowed in the Contract Price for the portion of work executed beyond scheduled “Time for Completion”. However, in case the indices during the extended completion time are lower, the same will also be applicable for calculating the price adjustment payable.
- 3.10.4 If completion of the project is delayed beyond scheduled “Time for Completion” due to reasons attributable to NALCO and extension to the “Time for Completion” is granted, price adjustment, upward or downward, if any, shall be allowed in the Contract Price, for the variations arising between the scheduled date and actual date of completion of the respective items of work within the “Extended Time for Completion” of the Contract.
- 3.10.5 If the completion of the project is delayed beyond scheduled “Time for Completion” due to reasons attributable to both the parties (in case of single executing agency), then the period for delay attributable to NALCO will be considered as initial delay and the price adjustment shall be applicable during this period whereas upward price variation will not be allowed for the period of delay attributable to the contractor beyond the period of initial delay.
- 3.10.6 For projects executed by multiple agencies and delayed beyond the scheduled “Time for Completion” due to reasons attributable to NALCO and other agencies, then the period of delay attributable to NALCO and other agency will be considered as initial delay and the price adjustment to the executing agency shall be applicable during this period whereas upward price variation will not be allowed for the period of delay attributable to the contractor beyond the period of initial delay.
- 3.10.7 If the delay is not attributable to either NALCO or the vendor, viz. force majeure, etc. price adjustment shall be applicable at the time of raising of the invoice as detailed below:
- 3.10.7.1 If force majeure is invoked before contractual completion date, then the revised Contract Period will be worked out as
(Rev. Contract Period = Previous Contract Period + duration of force majeure)
- 3.10.7.2 PVC is applicable for the work after revocation of force majeure up to the revised Contract Period as per Cl. 3.10.2.
- 3.10.7.3 If force majeure is invoked after the Contractual Completion Date, PVC shall be applicable for the work done after revocation of force majeure as per Cl. 3.10.3, Cl. 3.10.4, Cl. 3.10.5 & Cl. 3.10.6.
- 3.11 Invoices raised beyond the contractual completion date will be processed without application of PVC. Price variation calculation will be made based on the final delay analysis.
- 3.12 PVC will not be applicable for any type of advance payment.
- 3.13 CPBG will be applicable on basic PO value/amended basic PO value (if any) and PVC clause shall not be applicable on CPBG.
- 3.14 PVC will not be applicable for retention amount.
- 3.15 If any amount is withheld due to non-compliance of supply/work as per recommendation of MIC/Authorized representative, PVC will not be applicable on release of the withheld amount. Same amount as with-held, shall be released.
- 3.16 PRS/LD shall be applicable on the price as varied by the operation of PVC.
- 3.17 Final Value of contract will be the awarded value with price variation.

MODALITY OF PRICE VARIATION COMPENSATION (PVC) CALCULATION

1. For Indigenous Tendering, one single line item in BOQ i.e. Design, Engineering, Manufacturing/Assembly, supply, Testing, Installation & Commissioning, PG Test, Training, Final Hand Over of the System” shall be published in NIT and the Vendor has to quote as Lump-sum price.
 2. For Import Tendering, two line items in BOQ i.e. Design, Engineering, Manufacturing/Assembly, supply, Testing, Installation & Commissioning, PG Test, Training, Final Hand Over of the System” for Foreign Currency and INR shall be published in NIT. The Vendor has to quote as Lump-sum price against each BOQ items in Foreign Currency and INR. PVC shall not be applicable on the BOQ line item quoted Foreign Currency and PVC shall be applicable only on the BOQ line item quoted INR.
 3. The % of Supply and % of Service (or sub break-ups, wherever applicable) has been specified in Standard Terms & Conditions of NIT. A typical example for % of break-up is given below:
 - a) **Single Major Component in Supply & Service:**
 - i. % of Supply : 70% of the total Lump sum Price
 - ii. % of Service : 30% of the total Lump sum Price
 - iii. Total = 100% of the total Lump sum Price
 - b) **Multiple major components in Supply and Single major component in Service:**
 - i. % of Supply :
 - A. % of Steel : 25 % of the total Lump sum Price
 - B. % of Other Components : 45% of the total Lump sum Price
 - C. Sub-Total % of Supply : 70% of the total Lump sum Price
 - ii. % of Service : 30% of the total Lump sum Price
 - iii. Total = (% of Supply +% of Service)= 100% of the total Lump sum Price
 - c) **Single Major component in Supply and Multiple major components in Service:**
 - i. % of Supply : 70% of the total Lump sum Price
 - ii. % of Service :
 - A. % of Design & Engg : 10 % of the total Lump sum Price
 - B. % of Other Components: 20% of the total Lump sum Price
 - C. Sub-Total % of Service : 30% of the total Lump sum Price
 - iii. Total = (% of Supply +% of Service)= 100% of the total Lump sum Price
 - d) **Multiple Major components in Supply and Multiple major components in Service:**
 - i. % of Supply :
 - A. % of Steel : 25 % of the total Lump sum Price
 - B. % of Other Components: 45% of the total Lump sum Price
 - C. Sub-Total % of Supply : 70% of the total Lump sum Price
 - ii. % of Service :
 - A. % of Design & Engg : 10 % of the total Lump sum Price
 - B. % of Other Components: 20% of the total Lump sum Price
 - C. Sub-Total % of Service : 30% of the total Lump sum Price
 - iii. Total = (% of Supply +% of Service)= 100% of the total Lump sum Price
 4. After placement of PO/LOI, the vendor has to submit Billing Break-up Schedule (BBS) as per the % indicated in the NIT for scrutinisation of NALCO. There can be multiple items for supply as well as for service. However, the % stipulated for supply as well as for service shall not change for ease of PVC calculation. The mutually agreed BBS shall be put up for approval of Competent Authority of NALCO. Accordingly, Single PO with multiple BOQ items (as
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approved BBS) or Separate Supply & Service POs with multiple BOQ items (as approved BBS) shall be issued for claim of intermediate RA Bills and claim of PVC.

The vendor shall submit BBS for processing of RA Bills as per clause no.: 5 , Annexure-IV indicated in Payment Terms.

If the vendor desires separate BBS for Processing of RA Bills and Processing of PVC, they shall submit separate a BBS for calculation of PVC matching the % of Supply and Service Components indicated in the NIT before processing for any RA Bills for approval of NALCO.

5. The PVC shall be calculated by the vendor for each RA Bills and to be submitted quarterly for release of the same. The vendor shall submit separate RA bills for Supply and Service components. The vendor shall submit PVC calculation sheet for each BOQ items indicating the date of supply of the material to NALCO (for Material Bills) or date of execution of work (for Service Bills). The MIC or his/her authorized representative shall verify the same with the internal documents and certify for payment.
6. Minimum percentage of variation, beyond which PVC clause will be admissible, is +/- 2% of the base price, calculated for each RA Bill.
7. Price Variation will be calculated based on following formula:

A. For Labour/Service Component:

$$Ps = 0.85 \times Vs \times \frac{Lx}{100} \times \frac{(L1 - L0)}{L0}$$

Where,

Ps = Amount of Price variation claimed for Service Bill

Vs = Value of work under consideration for PVC on pro-rata basis;

Lx = 100

L1 = values of corresponding labour index (AICPI – IW) as applicable for the month in which the work is executed;

L0 = values of the above mentioned labour index (AICPI-IW) is that of one month prior to the Base Date. Due date of opening of the Technical Bid is considered as the base date.

B. For Material Component(s):

$$Pm = 0.85 \times \frac{Vm}{100} \times \frac{Mx}{M0} \times \frac{(M1 - M0)}{M0}$$

Where,

Pm = Amount of Price variation Claimed for Supply of Material Bill

Vm = Value of work under consideration for PVC on pro-rata basis

Mx = 100

M1 = values of corresponding material index (AIWPI) as applicable for the month, prior to the month, in which the material is delivered;

M0 = values of the above mentioned material index (AIWPI) corresponds to that of one month prior to the base date. Due date of opening of the Technical Bid is considered as the base date.

A typical example w.r.t Point 2 is given below:

3(a) Single Major Component in Supply & Service

- i. **RAB-1 of Rs. 500/- for supply Materials, PV Formula shall be**

$$Pm = 0.85 \times 500 \times \frac{100}{100} \times \frac{(M1 - M0)}{M0}$$

Where,

Pm = Amount of Price variation

Vm= Value of work under consideration for PVC on pro-rata basis, i.e. Rs.500/-
(The maximum value of V shall not exceed the value mentioned in the approved BBS)

Mx = 100

M1 = values of material index (AIWPI-For all Commodities) as applicable for the month, prior to the month, in which the material is delivered;

M0 = values of the material index (AIWPI-For all Commodities) corresponds to that of one month prior to the base date. Due date of opening of the Technical Bid is considered as the base date.

ii. **RAB-2 of Rs. 200/- for rendering Service, PV Formula shall be**

$$Ps = 0.85 \times 200 \times \frac{100}{100} \times \frac{(L1 - L0)}{L0}$$

Where,

Ps = Amount of Price variation

Vs = Value of work under consideration for PVC on pro-rata basis,i.e. Rs.200/-
(The maximum value of V shall not exceed the value mentioned in the approved BBS)

Lx = 100

L1 = values of corresponding labour index (AICPI – IW) as applicable for the month in which the work is executed;

L0 = values of the above mentioned labour index (AICPI-IW) is that of one month prior to the Base Date. Due date of opening of the Technical Bid is considered as the base date.

3(b) Multiple major components in Supply and Single major component in Service

i. **RAB-1 of Rs. 500/- for supply of Steel, PV Formula shall be**

$$Pm = 0.85 \times 500 \times \frac{100}{100} \times \frac{(M1 - M0)}{M0}$$

Where,

Pm = Amount of Price variation

Vm = Value of work under consideration for PVC on pro-rata basis,i.e. Rs.500/-
(The maximum value of V shall not exceed the value mentioned in the approved BBS)

Mx = 100

M1 = values of index for Mild Steel-Long products as applicable for the month, prior to the month, in which the material is delivered;

M0 = values of index for Mild Steel-Long products (AIWPI) corresponds to that of one month prior to the base date. Due date of opening of the Technical Bid is considered as the base date.

ii. **RAB-2 of Rs. 400/- for supply of Other Materials, PV Formula shall be**

$$Pm = 0.85 \times 400 \times \frac{100}{100} \times \frac{(M1 - M0)}{M0}$$

Where,

Pm = Amount of Price variation

Vm = Value of work under consideration for PVC on pro-rata basis,i.e. Rs.400/-
(The maximum value of V shall not exceed the value mentioned in the approved BBS)

Mx = 100

M1 = values of material index (AIWPI-For all Commodities) as applicable for the month, prior to the month, in which the material is delivered;

M0 = values of the material index (AIWPI-For all Commodities) corresponds to that of one month prior to the base date. Due date of opening of the Technical Bid is considered as the base date.

iii. **RAB-3 of Rs. 200/- for rendering Service, PV Formula shall be**

$$P_s = 0.85 \times 200 \times \frac{100}{100} \times \frac{(L_1 - L_0)}{L_0}$$

Where,

P_s = Amount of Price variation

V_s = Value of work under consideration for PVC on pro-rata basis, i.e. Rs.200/-
(The maximum value of V shall not exceed the value mentioned in the approved BBS)

$L_x = 100$

L_1 = values of corresponding labour index (AICPI – IW) as applicable for the month in which the work is executed;

L_0 = values of the above mentioned labour index (AICPI-IW) is that of one month prior to the Base Date. Due date of opening of the Technical Bid is considered as the base date.

3(c) Single Major component in Supply and Multiple major components in Service:

i. **RAB-1 of Rs. 500/- for supply of Materials, PV Formula shall be**

$$P_m = 0.85 \times 500 \times \frac{100}{100} \times \frac{(M_1 - M_0)}{M_0}$$

Where,

P_m = Amount of Price variation

V_m = Value of work under consideration for PVC on pro-rata basis, i.e. Rs.500/-
(The maximum value of V shall not exceed the value mentioned in the approved BBS)

$M_x = 100$

M_1 = values of material index (AIWPI-For all Commodities) as applicable for the month, prior to the month, in which the material is delivered;

M_0 = values of the material index (AIWPI-For all Commodities) corresponds to that of one month prior to the base date. Due date of opening of the Technical Bid is considered as the base date.

ii. **RAB-2 of Rs. 200/- for Design & Engg, PV Formula shall be**

$$P_s = 0.85 \times 200 \times \frac{100}{100} \times \frac{(L_1 - L_0)}{L_0}$$

Where,

P_s = Amount of Price variation

V_s = Value of work under consideration for PVC on pro-rata basis, i.e. Rs.200/-
(The maximum value of V shall not exceed the value mentioned in the approved BBS)

$L_x = 100$

L_1 = values of corresponding labour index (AICPI – IW) as applicable for the month in which the work is executed;

L_0 = values of the above mentioned labour index (AICPI-IW) is that of one month prior to the Base Date. Due date of opening of the Technical Bid is considered as the base date.

iii. **RAB-3 of Rs. 150/- for Other Service activities, PV Formula shall be**

$$P_s = 0.85 \times 150 \times \frac{100}{100} \times \frac{(L_1 - L_0)}{L_0}$$

Where,

P_s = Amount of Price variation

V_s = Value of work under consideration for PVC on pro-rata basis, i.e. Rs.200/-
(The maximum value of V shall not exceed the value mentioned in the approved BBS)

$L_x = 100$

L1 = values of corresponding labour index (AICPI – IW) as applicable for the month in which the work is executed;

L0 = values of the above mentioned labour index (AICPI-IW) is that of one month prior to the Base Date. Due date of opening of the Technical Bid is considered as the base date.

Note: There are no separate indices for different service activities like Design, Engg, Erection, PG Test , Training etc available in AICPI-IW . Hence, for all service activities, only AICPI-IW to be considered for calculation.

3(d) Multiple Major components in Supply and Multiple major components in Service

i. RAB-1 of Rs. 500/- for supply of Steel, PV Formula shall be

$$P_m = 0.85 \times 500 \times \frac{100}{100} \times \frac{(M_1 - M_0)}{M_0}$$

Where,

P_m = Amount of Price variation

V_m = Value of work under consideration for PVC on pro-rata basis,i.e. Rs.500/-

(The maximum value of V shall not exceed the value mentioned in the approved BBS)

M_x = 100

M₁ = values of index for Mild Steel-Long products (AIWPI) as applicable for the month, prior to the month, in which the material is delivered;

M₀ = values of index for Mild Steel-Long products (AIWPI) corresponds to that of one month prior to the base date. Due date of opening of the Technical Bid is considered as the base date.

ii. RAB-2 of Rs. 400/- for supply of Other Materials, PV Formula shall be

$$P_m = 0.85 \times 400 \times \frac{100}{100} \times \frac{(M_1 - M_0)}{M_0}$$

Where,

P_m = Amount of Price variation

V_m = Value of work under consideration for PVC on pro-rata basis,i.e. Rs.400/-

(The maximum value of V shall not exceed the value mentioned in the approved BBS)

M_x = 100

M₁ = values of material index (AIWPI-For all Commodities) as applicable for the month, prior to the month, in which the material is delivered;

M₀ = values of the material index (AIWPI-For all Commodities) corresponds to that of one month prior to the base date. Due date of opening of the Technical Bid is considered as the base date.

iii. RAB-3 of Rs. 200/- for Design & Engg, PV Formula shall be

$$P_s = 0.85 \times 200 \times \frac{100}{100} \times \frac{(L_1 - L_0)}{L_0}$$

Where,

P_s = Amount of Price variation

V_s = Value of work under consideration for PVC on pro-rata basis,i.e. Rs.200/-

(The maximum value of V shall not exceed the value mentioned in the approved BBS)

L_x = 100

L₁ = values of corresponding labour index (AICPI – IW) as applicable for the month in which the work is executed;

L₀ = values of the above mentioned labour index (AICPI-IW) is that of one month prior to the Base Date. Due date of opening of the Technical Bid is considered as the base date.

iv. RAB-4 of Rs. 150/- for Other Service activities, PV Formula shall be

$$Ps = 0.85 \times 150 \times \frac{100 \times (L1 - L0)}{100 \quad L0}$$

Where,

Ps = Amount of Price variation

Vs = Value of work under consideration for PVC on pro-rata basis, i.e. Rs.200/-

(The maximum value of V shall not exceed the value mentioned in the approved BBS)

Lx = 100

L1 = values of corresponding labour index (AICPI – IW) as applicable for the month in which the work is executed;

L0 = values of the above mentioned labour index (AICPI-IW) is that of one month prior to the Base Date. Due date of opening of the Technical Bid is considered as the base date.

Note: There are no separate indices for different service activities like Design, Engg, Erection, PG Test, Training etc. available in AICPI-IW. Hence, for all service activities, only AICPI-IW to be considered for calculation.

8. For Import Tendering, the vendor shall submit the BBS for calculation of PVC for BOQ items containing price in INR only as per the % of supply & Service indicated in NIT.
9. AIWPI for Steel shall be taken as Index for only “Mild Steel-Long products” unless other wise specified in NIT .
10. AIWPI for Cement shall be taken as Index for only “Manufacture of cement, lime and plaster” unless other wise specified in NIT .

PVC APPLICABILITY FOR THE CURRENT NIT

1. The Mode of the Tendering : Indigenous Open Two part Tendering
2. % of Supply Component : 71
3. % of Service Component : 29
4. All the relevant Clauses indicated in the NIT shall be applicable depending on case to case basis.
5. PVC shall be calculated as per the modality indicated in the “Modality of calculation of PVC” as applicable depending on case to case basis.

33. SPECIAL NOTES:

- a) In Techno-commercial bids, the bidders should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.
- b) No part of the Contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of NALCO in writing.
- c) Drawings and samples if forwarded shall become property of the NALCO.
- d) Complete specifications with relevant Indian/International Standards, Manufacturer's name/brand name and country of origin with catalogues and drawings if any should be sent with the offer. Offer without adequate technical specifications/information shall liable to be rejected.
- e) NALCO reserves the right to accept any tender or to reject any or all tenders/ extend the due date for submission of offers without assigning any reasons thereof.
- f) In case the tenderer has entered into Rate Contract with DGS&D/EPM, a copy of Rate Contract must be sent along with the tender.
- g) The tenderer has to comply with the Environmental, Social Accountability and Energy policy of NALCO.
- h) During evaluation of bid, NALCO may, at its discretion, ask the bidder for clarifications on the bid. The clarifications shall be sought by registered/speed post/E-mail and the bidder has to respond/comply within the specified date mentioned in the

communication. In case of noncompliance, his bid will liable to be rejected and will not be considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. So far as the submission of documents is concerned with regard to prequalification criteria, after submission of the bid, only related shortfall documents may be asked for and considered. For example, if the bidder has submitted a supply/works order/contract document without its completion/performance certificate, the certificates can be asked for and considered. However, no new supply /works order/contract document shall be considered to qualify the bidder.

GEN. MANAGER (MATERIALS)

We agree to all the above points of the 'STANDARD TERMS & CONDITIONS OF NIT OF NALCO'S Tender Ref. No: SMLT/MMP/402/3000011658.

DATE:

SIGNATURE OF THE TENDERER
WITH SEAL



Annexure – V

DEVIATION SCHEDULE TO TERMS & CONDITIONS OF NIT

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

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

NOTE:

1. Deviation to the standard terms & conditions (Annexure-IV) and bidder compliance statement (Annexure-VI), if any, shall be indicated only in this schedule.
2. Deviation listed elsewhere shall not be taken cognizance of and shall be ignored.
3. No separate printed terms and conditions shall be considered and shall be ignored.
4. In respect of deviations, if any, the Bid shall be rejected without any indications.
5. In case of contradiction/ conflicting version found by NALCO at different places of quotation, NALCO can choose any version or the bid may be rejected without any indications.

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

Signature:

Date:

Name:

Designation:

Seal:

Annexure - VI
BIDDER COMPLIANCE STATEMENT
AGREED TERMS & CONDITIONS OF TENDER

IMPORTANT

1. This bidder compliance statement must be filled in against all Serial nos. & uploaded with the Un-priced offer in '**PREQUAL / TECHNICAL**' folder in Central Public Procurement Portal (CPPP). Non submission or submission of incomplete questionnaire may lead to rejection of the offer.
2. All commercial terms except the deviations to Standard Terms & Conditions and other attachments to NIT 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 Terms & Conditions and other attachments to NIT, if any, must be listed in a Deviation Annexure.

Sl. No.	Descriptions	Bidder's Confirmations
1.	(i) We M/s. _____ (please specify your company name) have understood the complete Technical specifications and scope of supply & work as per Annexure-II and Annexure-XX of the NIT documents and confirm acceptance of the same in toto.	
	(ii) In case of deviations to technical requirement, please confirm that the same has been mentioned separately as per format at Annexure-III	
	(iii) Confirm that technical data sheets have been attached, wherever required.	
2.	Documentary evidence complete in all respect towards fulfilling Pre-qualification criteria (PQC) of NIT, scanned documents uploaded in Central Public Procurement Portal (CPPP) and documents in original also submitted in hard copy sealed cover offer through posts/ courier.	
3.	(i) PRICE : Please confirm that you have quoted total price of the Project i.e. total price of Design, Engineering, Manufacture , Supply , Erection, Installation, testing, Commissioning, MCE insurance ,PG Tests and handing over of Pipe (Siphon Tube) Cleaning Machine in Old LPC Shop for our Smelter Plant at Angul, Odisha complete in all respect as per our NIT documents and Technical specifications attached at Annexure-XX, strictly as per the price bid format as at BOQ/Annexure- XXV of tender documents.	
	(ii) Please Confirm that the supply price is quoted on F.O.R. destination point / free delivery at NALCO, Smelter plant site basis including packing & forwarding charges, taxes & duties, GST, loading & transportation charges up to NALCO, Smelter plant Angul, ODISHA as per the price bid format/BOQ attached as Annexure- XXV of tender documents.	
	Please indicate dispatching station.	
4.	PRICE FIRMNESS: Please confirm acceptance of Clause -2 of Annexure-IV i.e. STANDARD TERMS AND CONDITIONS OF NIT of tender documents	
5.	Offer VALIDITY: Please confirm that the quoted prices are valid for acceptance up to 180 days from the date of opening of online Part-I bid.	
6.	Please confirm submission of following documents with offer: i)Valid GST registration and GSTIN No. ii)HSN Code: iii)SAC code	

Sl. No.	Descriptions	Bidder's Confirmations
	iv)Copy of PAN	
7.	<p>FREIGHT & MODE OF TRANSPORT: The equipment/Materials to be dispatched by road on freight pre-paid basis and on door delivery basis through any registered common carrier approved by IBA.</p> <p>Please confirm that firm freight charges up to NALCO , Smelter Plant , Angul, Odisha is quoted separately in the price bid format /BOQ.</p>	
8.	(i) Please Confirm submission of un-priced bid after deleting Price figures along with Part-I Bid.	
9.	LOADING: It may be noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer. Any Deviation to NALCO's requirements shall be loaded while evaluating and comparing of prices. Accordingly L-1 price shall be derived.	
10.	Completion Period: Confirm acceptance to completion period as mentioned in Annexure IV Clause No. 4 of tender documents.	
11.	<p>PRICE REDUCTION SCHEDULE (PRS) FOR DELAY IN Completion (as per clause No. 6 of Annexure IV):</p> <p>Please Confirm acceptance of Price Reduction Schedule for delay in completion of project .</p>	
12.	INSPECTION & TESTING (as per clause No. 8 of Annexure- IV): Confirm acceptance of relevant terms of PDI & testing as per clause 8 of Annexure-IV	
13.	GUARANTEE: Please Confirm acceptance of Guarantee clause as per clause 9 of Annexure- IV.	
14.	CPBG: Please Confirm submission of Contract cum Performance/ Performance Bank Guarantee(CPBG) as per clause 10 of annexure-IV.	
15.	PAYMENT TERM: Please Confirm acceptance of Payment terms as per the clause 5 of Annexure-IV of NIT documents.	
16.	EFFECTIVE DATE OF CONTRACT: Please confirm acceptance of clause No.13 of Annexure-IV .	
17.	INSURANCE (as per Annexure IV cl. No. 16): Please confirm that your quoted price is inclusive of MCE insurance charges as mentioned at clause 16 of Annexure-IV.	
18.	FORCE MAJEURE (as per Annexure IV cl. No. 19): Please confirm acceptance of clause 19 of Annexure-IV of NIT	
19.	MEDIATION AND ARBITRATION (as per Annexure IV cl. No. 20): Please confirm acceptance of clause 20 of Annexure-IV of NIT	
20.	Please Confirm in case of delay on account of Contractor, any new or additional taxes and duties imposed after contractual completion period shall be to Contractor's account.	
21.	Confirm that quoted prices are inclusive of all inspection & testing charges as per NIT.	
22.	<p>(i) All other terms & conditions shall be as per NIT documents and its attachments. Please Confirm.</p> <p>(ii) In case of deviations, confirm clause wise comments have been specified in Annexure-V.</p>	

Sl. No.	Descriptions	Bidder's Confirmations
	(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.	
23.	Anti –Profiteering Clause (Sec 171 of CGST Act) (as per Clause 18 of Annexure -IV). Please confirm the clause and submission of required declaration (as per Annexure-XVI)	
24.	(ii). Declaration by the bidder of percentage of local content (as per Cl. 11.0 General information to Tenders): Please confirm submission of signed copy of Declaration by the bidder of percentage of local content as per Annexure-XV.	
25.	The bidder is required to state whether any of the Directors of bidder is a relative of any of the Directors of Owner OR the bidder is a Firm in which any Director of Owner or his relative is a partner OR the bidder is a Private Company in which any of the Directors of Owner is a member or Director.	
26.	Confirm submission of a list of partners/ Directors and declaration that such partners/ Directors have no interest in any other bidder with respect to same tender.	
27.	SHARING LAND BORDER WITH INDIA: Confirm submission of declaration as per Clause 21 of Annexure –IV.	
28.	INCOME TAX / BILLING CLAUSES: Confirm relevant terms of income tax clause and billing clause as per Clause 22 of Annexure –IV.	
29.	The bidder or its Proprietor/ Partner(s)/ Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall submit Affidavit to this effect as per cl. no. 23.1 of Annexure –IV.	
30.	Please confirm that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU and declaration to this effect has been submitted as per cl. no. 23.2 of Annexure –IV.	
31.	Bidder should not be under liquidation, court receivership or similar proceeding. Certificate/Undertaking in this respect in bidder's official letterhead duly signed by the authorised signatory with official seal submitted as per cl. no. 23.3 of Annexure –IV.	
32.	EARNEST MONEY DEPOSIT (as per Clause No. 3.0 of General Information to Tenderers): Confirm submission of interest free EMD of ₹11,46,000/- .	
33.	Dully filled in Integrity Pact submitted as per format at Annexure - XIV.	
34.	Import permit/ License, if required shall be the responsibility of the Seller and any expenditure towards the same shall be borne by the Seller. Please confirm.	
35.	In case of any Imported supply, same to be quoted in INR only. Please confirm that all variations in Customs duty and Foreign Exchange till complete execution of the contract shall be to Seller's account.	
36.	Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id.	
37.	REJECTION OF OFFER: NALCO reserves the right to reject the offer, in case the bidders past performance in any of the NALCO's previous contract is not found to be satisfactory.	

Sl. No.	Descriptions	Bidder's Confirmations
38.	PACKING: Standard roadworthy packing shall be given by the supplier for all the equipments and materials to avoid damage during transportation and also for suitability to withstand outdoor conditions from dispatch up to complete installation at site.	
39.	WORKMEN COMPENSATION, PERSONAL ACCIDENTAL INSURANCE, LABOUR LAWS: All persons engaged by you at NALCO site shall be adequately insured by you as per the statutory norms and under the workmen compensation insurance policy/ personal accidental insurance policy, etc. The supplier shall comply with all applicable labour laws including payment of wages, etc. Please confirm that the quoted prices are inclusive of all statutory/ contingency insurance coverage e.g. third party liability, ESI, workman compensation, etc.	
40.	SAFETY: The supplier shall comply with all the statutory safety provisions of NALCO and get safety clearance from the Safety Department of NALCO, CPP for all the necessary jobs and also to obtain any other statutory & environment clearances for successful completion of the contract. The supplier shall take all necessary safety measures, at their own cost, to avoid any harm or injury to their workers & staff from the equipments, facilities, etc.	
41.	INCIDENTAL EXPENSES: During execution of the contract, the travel, boarding, lodging & other incidental expenses of the personnel and representatives assigned by the supplier/ contractor for the execution of the contract/ PO shall be borne by the supplier/ contractor.	
42.	INCOME TAX Return: Please confirm submission of copy of the latest Income tax return with the offer.	

Place:

Date:

Signature:

Name :

Designation :

Seal

Annexure - VII

SOCIAL ACCOUNTABILITY POLICY

We at NALCO are committed to provide a socially accountable work environment to all employees and uphold ethical business practices by respecting employees' rights.

We shall achieve these by adopting a companywide culture, which will help to promote:

- ✚ Involvement of all employees in sustenance of SA 8000 standard;
- ✚ Continual improvement initiatives in all social issues;
- ✚ Learning and training opportunities to all employees;
- ✚ Fulfillment of relevant statutory rules & regulations, ILO requirements, applicable international instruments and their interpretation.

ENVIRONMENT POLICY

In recognition of the interests of the society in securing sustainable industrial growth, compatible with a wholesome environment, NALCO affirms that it assigns high importance to promotion and maintenance of a pollution-free environment in all its activities.

OBJECTIVES:

- ✚ To use non-polluting and environment-friendly technology.
- ✚ To monitor regularly air, water, land, noise and other environmental parameters.
- ✚ To constantly improve upon the standards of pollution control and provide a leadership in environment management.
- ✚ To develop employees' awareness on environmental responsibilities and encourage adherence to sound environmental practices.
- ✚ To work closely with the Government & local authorities to prevent or minimize adverse consequences of the industrial activities on the environment.
- ✚ To comply with all applicable laws governing environment protection through appropriate mechanisms.
- ✚ To actively participate in social welfare and environmental development activities of the locality around its Units.

OCCUPATIONAL HEALTH & SAFETY POLICY

NALCO is committed to maintain a Safe, Healthy and Sustainable work environment in all its operations. This shall be achieved by:

- ✚ Focusing on prevention of Accidents and Occupational Health issues.
- ✚ Complying with all legal requirements & other requirements related to Safety and Occupational Health of persons and establishing clearly defined goals & procedures to achieve the same.
- ✚ Ensuring Safety & Health of all employees and contract workers in its premises, including those involved in transportation, cleaning and other such activities.
- ✚ Conducting Periodic Safety Audits, Environment Audits, Health Check-ups and Risk Assessment by both internal and external qualified persons.
- ✚ Considering aspects related to Safety and Health of personnel as well as environmental issues at the time of procurement of equipment and selection of technologies.
- ✚ Ensuring health of persons in the peripheral locations, likely to be affected by our operations.
- ✚ Periodically monitoring and reviewing safety & occupational health issues at relevant levels, including the highest levels.
- ✚ Communicating Safety Hazards and health related issues to all concerned through suitable means, including training.
- ✚ Involving the workmen in Policy implementation as well as identification of potential issues.
- ✚ Considering Health & Safety performance of individuals at different levels during their career advancement as per NALCO's policy.
- ✚ Establishing and maintaining suitable set-up with competent persons to monitor and bring to the notice of the management any issues related to unsafe conditions & practices.
- ✚ Striving for continual improvements, exceeding statutory compliance levels, wherever feasible.

ENERGY POLICY

Enhancing Energy Performance, comprehensively optimising Energy Use, Energy Consumption and Energy Efficiency, is a major imperative for an Energy Intensive industry like ours. In recognition of this, we will focus on continual improvement of all round Energy Performance with special focus on areas of significance by way of having in place Energy Objectives based on the enshrined Guiding Principles.

Guiding Principles:

- To endeavour for reduction in Specific Consumption of Energy in all forms in areas of significance.
- To ensure availability of correct information in time and to make available necessary resources for achieving the Objectives and Targets.
- To comply with all applicable legal and other statutory/ regulatory requirements related to our energy use, consumption and efficiency.
- To espouse Energy Efficient Technology encompassing procurement of Energy Efficient products & services and design for energy performance improvement.
- To carry out Energy audits and Energy reviews at planned intervals, to improve energy performance.

Annexure - VIII

Annexure to Bid/ Offer

STATEMENT OF COMPLIANCE WITH GENERAL ENVIRONMENTAL REQUIREMENTS

To
GM (Materials),
National Aluminium Company Ltd.,
Smelter plant, Angul, Odisha, India

This is with reference to your Tender Reference no. _____
dtd. _____ for items _____
_____.

I ☐ We confirm that our product(s) **manufacturing/assembly sites** at _____
possess valid **consents/** licenses/authorizations e.g. _____
_____ from _____

Or

☐ No consents/ licenses/authorizations from the Statutory Authorities is required/ applicable
as _____

II. We confirm that our product(s) shall not contain more than max. allowable limit (as per Regulations) of asbestos materials, arsenic and its compounds, lead and its compounds, mercury and its compounds, cadmium and its compounds.

III. We confirm that our product(s) **packaging** will use materials of bio-degradable nature or re-cyclable nature to the maximum possible extent, and will not use environmentally damaging or hazardous materials.

IV. We confirm that our product(s) packaging will be adequate for preventing leaks/ spills/ exposure during handling or transportation.

Packaging brief description: _____

V. We confirm that our product(s) **labeling and marking** shall be as per recognized national/international standards and will include all relevant symbols/instructions for handling, safety, disposal etc as needed.

VI. ☐ A 'buy-back' scheme is available for the type of product(s) on offer which is enclosed

Or

☐ Presently, no 'buy-back' scheme is available for the type of product(s) on offer.

Date:

Authorised Signatory

For M/s _____

Annexure - IX

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)
• Permanent		
• Casual		
• Badli		
• Temporary		
• Contracted		

B. Information regarding Social Accountability

- What is the minimum age required to join _____
Years
your organization?
- What types of certificates (Like mark sheet, _____ Original
Copy / Xerox
birth certificate) you keep with you?
- Do you require to keep any kind of deposit
Yes/No
inform of cash at the time of employment?
- Do you provide safe & healthy work environment
Yes/No
as per statutory requirement?
- If directly not provided by you, do you get _____ Yes/No
health & safety benefits from NALCO?
- Are you certified for SA 8000? _____ Yes/No

If Yes, please submit a copy of SA8000 Certificate along with this filled up questionnaire

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

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

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

- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you provide safety training to your employees?
Yes/No
- Do you ensure canteen facility for your employees?
Yes/No

- If not, do you get the facilities from NALCO Yes/No

- What types of medical benefits you provide to your employees?

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

If no, how do you ensure freedom of expression?

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

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

- Do you provide appointment letter to your employees?
Yes/No

- Do you maintain a documented terms and conditions of employment? Yes/No

- Do you maintain a disciplinary procedure?
Yes/No

- If no, how do you terminate your employee?

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

- How many shift you have? _____ shifts

- What is the official working time? _____ hours

- Which day is off day in your organization? _____

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

- Do you pay overtime to your employees as per law?
Yes/No
- What is the lowest amount (salary/wage) you pay to
Rs._____/ -
your employees?

- 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
Yes/No
from supplier/subcontractors or sub-suppliers

- Do you receive, handle or promote goods and/or services
Yes/No
from supplier/subcontractors or sub-suppliers who are
classified as home worker?

- If yes, what steps you have taken to ensure that they get similar level of
protection as afforded to directly employed employees?

- Have you taken care to look into issues related to child labor
Yes/No
Forced labor, health & safety, working hours and remuneration
of your suppliers

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

We declare that the above-mentioned information is correct.

Signature:

Designation:

Date:

Seal of the organization

ANNEXURE – X

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____

Date: _____

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued Tender paper vide its Tender No..... dt.....for(hereinafter called "the said tender") to M/s.(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for `(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 tenderers(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` (Rupees.....only).
 3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
 4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
 5. 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 finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
 6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
-

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....
(Rupees.....only) and shall remain in force till.....Unless a demand or claim
under this Guarantee is made on us within three months from the date of expiry, we shall be
discharged from all the liabilities under this guarantee.
8. We Bank, further agree that this Guarantee shall be invocable at our place of business
at Angul/Bhubaneswar (Bank Name),.....(Branch name and address
of the Branch), Odisha, Pin-751...
9. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with
the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed
from time to time at the request of NALCO.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

IFS Code:

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.

E-mail :

Note: -

- 1) BGs to be furnished from any of the approved banks of NALCO and processed through SFMS.
- 2) BG confirmation must be sent to our Banker through SFMS with the followings details.
 - BENEFICIARY : NATIONAL ALUMINIUM COMPANY LIMITED., SMELTER DIVISION
 - BANKER : STATE BANK OF INDIA (SBI)
 - BRANCH : KANDSAR (NALCONAGAR)
 - IFSC Code : SBIN0008279

ANNEXURE – XI

PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/ CONTRACTOR.

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

B. G. No.....

Date.....

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

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

2. 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 Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to ` (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/Order(s) are fulfilled.
5. 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 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 at the request of Contractor(s)/Sellers(s).
9. We _____ Bank further agree that this Guarantee shall be invocable at our place of business _____ at _____ (Bank Name), _____ (Branch Name and address of the branch), Bhubaneswar/Angul , Odisha-751_____.

Date.....
Corporate Seal of the Bank

.....Bank
By its constitutional Attorney
Signature of duly Authorised person
On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.

E-mail:

Note: 1 : BGs to be furnished from any of the approved banks of NALCO.

Note 2: BG confirmation must be sent to our Banker through SFMS with the followings details :

Beneficiary : NATIONAL ALUMINIUM CO LTD

Banker : State Bank of India

Branch : Kandsar(Nalco Nagar)

A/C No : 00000010657908589

IFSC Code : SBIN0008279

Address of Bank : AT/P.O – Kandsar,P.S - Nalco Nagar,Dist – Angul ,ODISHA,,Pin - 759145

LIST OF STANDARDISED BANKS FOR BG

Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar/Angul only. For Guarantee to be operational in Bhubaneswar/Angul the issuing Bank must designate a specified Bank Branch in Bhubaneswar/Angul.

I-SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1	Bank of Baroda	7	Punjab & Sind Bank
2	Bank of India	8	Punjab National Bank
3	Bank of Maharashtra	9	State Bank of India
4	Canara Bank	10	UCO Bank
5	Central Bank of India	11	Union Bank of India
6	Indian Bank		

II SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

1	HDFC Bank Ltd.	10	The Karur Vysya Bank Ltd.
2	ICICI Bank Ltd.	11	The Karnataka Bank Ltd.
3	Axis Bank Ltd.	12	IDFC Bank
4	Kotak Mahindra Bank Ltd.	13	RBL Bank
5	YES Bank	14	The Lakshmi Vilas Bank Ltd.
6	IndusInd Bank Ltd.	15	Tamilnad Mercantile Bank Ltd.
7	The Federal Bank Ltd.	16	City Union Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.	17	IDBI Bank Ltd.
9	The South Indian Bank Ltd.		

Annexure - XIII

Account Type	Title	Name of Vendor	Name of Vendor (cont.)	Search Term	Address	Address contd	Address contd	Address contd	Pincode	City Name
Acc Type	Title	Name 1	Name 2	Search term 1	Street/House number	Street 2	Street 3	Street 4	Postal Code	City
Select from List	M/s	Use CAPS only and upto 40 Characters	Use CAPS only and upto 40 Characters	Short Name. Use CAPS only& upto 20 Characters	Address. Use CAPS only& upto 60 Characters	AddressContd. Use CAPS only& upto 40 Characters	AddressContd. Use CAPS only& upto 40 Characters	AddressContd. Use CAPS only& upto 40 Characters	Pincode of City 6 Char	Name of City upto 40 Char
Mandatory		Mandatory			Mandatory				Mandatory	Mandatory

Co untry	Stat e	Teleph one Numbe r	Mobile Numbe r	Mail ID	GST Vendor Class	GSTIN	Reco n Account	Paym ent Terms	MSE Indica tor	Check for Doubl e Inv	Wh Tax Cou ntry	With olding Tax Type	Wit hholding Tax Cd	Lia ble for Tax	Re cep ient Type	Inco term s 1	Inc ote rms 2
Co untry	Regi on	Teleph one	Mobile Phone	E-Mail	GST Vendor Class	Tax Numb er 3	Reco n. acco unt	Payt Terms	Minor ity Indic	Chk Doubl e Inv	WH Tax Cou ntry	Wth T T	W/t ax Cod e	Lia ble	Re c Ty	INC O 1	INC O 2
Sta nd ard	Sele ct from List	Mentio n only STD Code without 0 and number ex: 674230 0999	Mentio n 10 digit mobile number only	Mail ID	Select from List	GSTIN	Fixe d	4 chara cters	Select from List	Stand ard	Stand ard	Select All from List	Sele ct All from List	Stand ard	Sel ect from List	Inco term s 1 (FOT , FOR, EXW)	Inc ote rms 2
	Man datory		Manda tory	Manda tory	Manda tory	Mand atory			Mand atory								
				-													

(This format is available in Central public procurement portal in separate Attachment)

GENERAL INFORMATION OF Bidders

(To be filled in by the bidder and submitted with online part –I bid i.e. Techno-Commercial bid)

NAME & COMPLETE ADDRESS
OF THE SUPPLIER

: _____

NAME OF CONTACT PERSON : _____
TELEPHONE No. : _____
FAX NO. : _____
MOBILE No. : _____
E-MAIL ADDRESS : _____
LOCATION OF UNIT : _____

SIGNATURE _____
NAME _____
DESIGNATION _____

DATE:

BIDDER'S SEAL

(ANNEXURE - XIV)

PRE- CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2025, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through Shri G. K. JHA, GM(Materials) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. WHEREAS the BUYER proposes to procure _____ and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company / public company /Government undertaking/ partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

NOW THEREFORE

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will comment to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.

3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.

3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.

4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations :

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

6. Independent External Monitors (IEMs):

6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website (www.nalcoindia.com)..

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.

6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity:

10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD,NALCO.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members

12. The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation:

Company:

NALCO

Official Seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____

ANNEXURE-XV

(Declaration by the bidder on their letter head)

To,
GM (Materials) ,
M/s. National Aluminium Company Limited,
Smelter Plant
Dist.- Angul, Odisha-759145

Sub: Declaration of Local content
Ref. No: GoI order No. P-45021/2017-PP (BE-II), Dated: 16/09/2020.

NIT No. :

Dear Sir,
We, M/s. _____, the statutory auditor(or as the case may be) of M/s _____(the bidder)hereby certify that M/s _____ (the bidder) having its registered office at _____(address) has quoted vide offer no _____, Dt _____ against NALCO's tender no _____, Dt _____ and the percentage of local content in the said bid is ____% .

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

Signature with Date and name of person representing the statutory auditor(or as the case may be) with seal of the audit firm.

ANNEXURE – XVI

ANTI-PROFITEERING DECLARATON FORMAT

To whomsoever it may concern.

I. Mr. _____ proprietor / _____ (other authorized signatories) of M/s. _____, hereby solemnly and sincerely declare that, while giving this quotation to 'Nalco' against GEM BID No. _____ Dt. _____, me/my firm/my company has abided by all Tax Laws and Rules including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017.

I, hereby solemnly and sincerely further declare that me/my firm/my company will continue to abide by the said laws, including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017, as applicable from time to time during the life of the tender and during execution of any order placed with reference to the said tender.

I further declare that, me/my firm/my company, in furtherance and in compliance to the said section, will make commensurate reduction in the basic prices w.r.t. Input Tax benefits and reduction in Tax charged to 'Nalco' w.r.t. Output Tax benefits in connection with goods and/or services provided.

I further declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.

Date: _____

Place: _____

To be signed by the authorized person under the firm's seal

ANNEXURE – XVII

Land Border Sharing Declaration

All the clauses of Order No. F. No. 6/18/2019-PPD dated 23.07.2020 and 24.07.2020 & OM Dtd.08.02.2021 issued by Ministry of Finance, Deptt of Expenditure (DoE), Public Procurement Division shall be applicable against the tender. The same is available at **website <https://doe.gov.in/procurement-policy-divisions>**

All the bidders are required to submit compliance certificate as asked in the above order No. F.No.6/18/2019-PPD dated 23.07.2020 & OM Dtd. 08.02.2021.

Bidder shall submit a certificate in this regard as below :

GEM BID NO:

"We have read & understood all the clauses of Order No. F. No. 6/18/2019-PPD dated 23.07.2020 & 24.07.2020 and OM Dtd.08.02.2021 issued by Ministry of Finance, Deptt. of Expenditure (DoE), Public Procurement Division regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We hereby certify that Bidder M/s _____
_____ (Name of Bidder) is :

(i) Not from such a Country []

OR

(ii) If from such a country, has been registered with the Competent Authority [] (**Evidence of valid registration by the Competent Authority shall be attached**)

We hereby certify that bidder M/s _____
(Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the Tender.

Note: Please select whichever is applicable.

If the above certificate given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.

Date:

Place:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

ANNEXURE – XVIII

FORMAT FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)

DETAILS TO BE FURNISHED BY NALCO

1)	TENDER NO.	SMLT/MMP/402/3000011658
2)	DATE	
3)	DESCRIPTION OF TENDER	PIPE (SIPHON TUBE) CLEANING MACHINE IN OLD LPC SHOP OF SMELTER PLANT (NALCO), ANGUL, ODISH
4)	EMD AMOUNT (IN RS.)	11,46,000/-
5)	SBI ACCOUNT NO	10657908114
6)	SBI BRANCH CODE	08279
7)	SBI IFSC CODE	SBIN0008279
8)	BRANCH NAME	KANDSAR
9)	BRANCH PLACE	NALCONAGAR
10)	BRANCH CITY	ANGUL

DETAILS TO BE FURNISHED BY BIDDER

1)	NAME OF THE BIDDER	
2)	NALCO VENDOR CODE	(FOR EXISTING VENDOR)
3)	AMOUNT DEPOSITED	
4)	DATE OF DEPOSIT	
5)	NAME OF BANK & BRANCH	
6)	BRANCH CODE	
7)	IFSC CODE	
8)	UTR NO.	(ENCLOSE COPY)
9)	DATE	

Bidders submitting the EMD in INR should send the scanned copy of the duly filled in and signed Annexure – XVIII along with the scanned copy of Transaction Slip/ receipt of the Bank on the same day of payment by e-mail to soumyaranjan.sahoo@nalcoindia.co.in with copy marked to gyanendra.jha@nalcoindia.co.in .

The bidders should upload the scanned copy of the duly filled in and signed Annexure – XVIII along with the scanned copy of Transaction Slip/ receipt of the Bank with their On-line Part- I Bid.

The original copy of the duly filled in and signed Annexure – XVIII along with the Transaction Slip/ receipt should be submitted in sealed envelope of the hard copy offer.

ANNEXURE – XIX

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RBI/ EFT/ INTERNET/ RTGS

To
National Aluminium Company Limited,

Dear Sir,

Sub: Authorization for release of payment due from NALCO, through 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 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 updating of records for purpose of credit of amount through RBI EFT/ Internet/ RTGS.

Place: _____

Date: _____

Signature of the vendor/Authorized Signatory

Certified that particulars furnished above are correct as per our records

Bank's Stamp:

Date: _____

(Signature of the Authorized Official from the Banks)

ANNEXURE-XXII OF TENDER DOCUMENTS



ANNEXURE-1

1.0 Settlement of Disputes

1.1 AMICABLE SETTLEMENT:-

If any commercial dispute, other than those where the decision of NALCO/EIC/MIC is final and binding as per the contractual terms, whatsoever arises between NALCO and the Contractor/Vendor in connection with or arising out of the Service Contract /Work Order/Purchase Order, as the case may be, including without prejudice to the generality of the foregoing, any question regarding its existence, interpretation, validity or termination, or the execution of the Contract, whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall resolve such dispute or difference by amicable settlement. If the parties fail to resolve such dispute or difference by amicable settlement, then the dispute may be settled through Mediation by High Level Committee / Arbitration / other remedies available under the applicable laws.

1.2 Resolution of Dispute by Mediation through High Level Committee (HLC):-

If the parties fail to resolve a dispute or difference by amicable settlement, such dispute or difference, if the parties agree, may be referred to Mediation for settlement and the same shall be guided by the provisions of The Mediation Act, 2023 or any other applicable law for the time being in force & amendment thereof.

1.2.1 Invitation for Mediation:-

- (i) A party shall notify the other party in writing about the dispute or difference it wishes to refer for Mediation within a period of 30 days from the date of failure to resolve the same through amicable settlement . Such notice for Mediation shall contain sufficient information relating to the dispute and the precise claim (monetary and/or declaratory) to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- (ii) Upon the receipt of the notice for Mediation from a party, the other party shall intimate its stand and counter claim, if any, within a period of 30 days from the date receipt of such notice and both the claim and counter claim, if any, will be referred for Mediation.
- (iii) The parties shall file their claim and counterclaim in the following format;
 - a. Chronology of the dispute
 - b. Brief of the contract
 - c. Brief history of the dispute
 - d. Issues

Sl. No.	Description of Claims / Counter claims	Claim Amount in INR	Relevant Contract Clause

- e. Details of Claim(s) / Counter Claim(s)

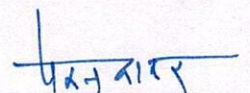
f. Basis / Ground of claim(s) / counter claim(s) along with relevant clause of contract.

Statement of claims shall be restricted to maximum limit of 20 pages.

- (iv) If no reply/response is issued within 30 days of the date of receipt of notice to refer the dispute or difference for Mediation, the Mediation shall be treated as stands failed.

1.2.2 Mediation:-

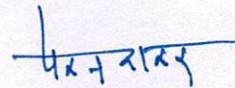
- (i) Subject to the provisions of The Mediation Act, 2023 or any other applicable law, where notice for Mediation has been issued and responded to under Clause 1.2.1 hereinabove, the dispute or difference will be referred to a High-Level Committee (HLC) to be constituted by CMD, NALCO, for settlement through Mediation. The constitution of the HLC by the CMD, NALCO will be as per the guidelines detailed in clauses 1.2.2 (ii) to 1.2.2 (iv).
- (ii) HLC will be a committee comprising of three members, who are eligible as per the clause 1.2.2 (iii). However, there will be single member HLC for disputes involving claim and counter claim (if any) up to INR. 1 crore. CMD will have authority to reconstitute an HLC filling any vacancy. The party invoking mediation shall propose names of mediators who are eligible as per clause 1.2.2 (iii) hereinbelow, for consideration by the CMD, NALCO. The number of names proposed should be twice the number of mediators in the HLC which will be formed.
- (iii) The persons eligible for consideration to be members of the HLC shall be either Retired High Court Judges, or, Retired Civil Servants of Govt. of India not below the rank of Additional Secretary, or, Retired Chairman / Chairman Cum Managing Directors / Managing Directors / Directors of any Maharatna / Navratna CPSEs in India other than NALCO Ltd., who is/are registered as mediator with the Mediation Council of India, or is/are empanelled as Arbitrator with the Delhi International Arbitration Centre / Orissa High Court Arbitration Centre / IIAC / Indian Council of Arbitration.
- (iv) The persons selected as a mediator / member of the HLC shall disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his/her independence or impartiality as a mediator. The said disclosure is required to be given by the mediators prior to the conduct of mediation. Further, during the mediation, the mediator/ member of the HLC shall, without delay, disclose to the parties in writing any conflict of interest, that has newly arisen or has come to his/her knowledge that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator/ member of the HLC.
- (v) Upon disclosure under 1.2.2(iv), if either party desires to replace any member of the HLC or in the event of death/incapacity/withdrawal



by any of the mediator from the HLC, then, the HLC will be reconstituted following the process as given above.

1.2.3 Proceedings before HLC:-

- (i) On constitution of the HLC, along with the intimation regarding the constitution of the HLC, its member/s will be furnished with the information relating to the dispute and the precise claim (monetary and/or declaratory) as well as stand and counter claim of the respective parties. The HLC will convene its meeting at the earliest, but not later than 30 days of its constitution. The HLC shall be provided with all necessary inputs, clarifications etc. by both the parties. Thereafter, the HLC shall assist the parties in an independent, neutral and impartial manner in their attempt to reach an amicable settlement of their dispute. The HLC shall at all times be guided by the principles of natural justice, objectivity and fairness and protect the voluntariness, confidentiality and self-determination of the parties, and maintain the standards for professional and ethical conduct as may be specified. The HLC shall be free to decide the process and procedure to be adopted for mediation and the same shall be subject to due consent of both the parties.
- (ii) In case of 3 members HLC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not present.
- (iii) The HLC shall attempt to facilitate voluntary resolution of the dispute by the parties and communicate the view of each party to the other to the extent agreed to by them, assist them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of settlement and generating options in an attempt to resolve the dispute expeditiously, emphasising that it is the responsibility of the parties to take decision regarding their claims. The HLC shall only facilitate the parties in arriving at a decision to resolve a dispute and shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
- (iv) The parties shall be represented by their respective authorized representatives, who will produce proper Letters of Authority before the HLC. No party shall be allowed to bring any advocate or outside consultant/advisor/agent. However, subject to the discretion of the parties, the ex-employees of parties may represent their respective organizations if they were the Manager-in-Charge/Engineer-in-Charge/Dealing Officer of the contract at the time of dispute/cause of action. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Mediation till the date HLC submits the non-settlement report and 30 days thereafter in any further proceeding.
- (v) HLC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 120 days from the date fixed for the first appearance before the HLC. If required, the parties may agree

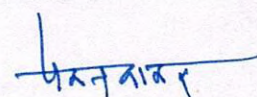


to extend the period of mediation for a further maximum period of 60 days. HLC will submit draft settlement agreement containing its recommendations to both the parties on possible terms of settlement. If the parties accept the draft settlement agreement of the HLC, then the settlement agreement will be executed by both parties with all HLC members as witnesses. However, in case parties do not accept, then the HLC will submit the non-settlement report.

- (vi) If, the draft Settlement Agreement shared by the HLC is acceptable to both the parties, the same will be signed within 15 days of acceptance and the same shall be authenticated by all the HLC members as witnesses. The acceptance/rejection is to be communicated by each party to other and to the HLC within 45 days of the receipt of the draft settlement agreement from HLC. After signing, the settlement agreement same shall be final and binding to both the parties and thereafter there shall be absolute bar for initiating arbitration. In case of non-agreement/non-acceptance of the draft settlement agreement, the HLC shall submit a non-settlement report to both the parties and the mediation proceedings shall stand terminated from the date of receipt of the said non-settlement report.
- (vii) The venue of the HLC meeting shall be at Bhubaneswar. All the expenditure incurred towards arrangement for the venue of the mediation proceedings and fee & expenses of the HLC members and expenses incurred towards venue shall be shared by the parties equally..

1.2.4 Fees & Facilities to the Members of the HLC:- The cost of Mediation proceedings including expenses towards arranging of venue of the mediation proceedings and fee & expenses of the HLC members shall be as provided herein below :

Sl. No.	Fees/ Facility	Entitlement
1	Fees	INR 20,000 per meeting to each Mediator. In addition, each Mediator to be paid INR 10,000 for attending meeting to authenticate the settlement agreement. However maximum fee shall be INR 2,10,000 per case per Mediator .
2	Secretarial expenses	INR 10,000 lump sum.
3	Transportation in the city of the meeting	Car as per entitlement or INR 2,000 per day
4	Expenses towards Venue for meeting	Venue will be NALCO conference rooms at Bhubaneswar with fooding expenses as per actuals.



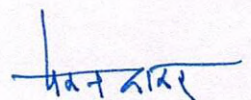
Sl. No.	Fees/ Facility	Entitlement
Facilities to be provided to the out stationed member		
5	Travel from the city of residence to the city of meeting.	Economy class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare.
6	Transport to and from airport/railway station in the city of residence	Car as per entitlement or INR 3,000
7	Stay for out stationed members	In NALCO Guest House or in hotel to be arranged by one of the parties.

Aforesaid fees is subject to government guidelines on austerity measures, if any. All the expenditure incurred in the HLC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the HLC proceedings.

- 1.2.5 The parties shall keep confidential all matters relating to the Mediation proceedings. Parties shall not refer or rely upon them and/or not produce them as reference / material papers / evidence in arbitration or court or any other proceedings.

1.3 Arbitration:-

- 1.3.1 If the process of mediation by HLC fails to arrive at a settlement between the parties any of the party may, within Thirty (30) days of such failure, give notice to the other party of its intention to refer the dispute/difference for arbitration indicating the precise claim amount and/or relief sought, as per the conditions as stated hereinafter provided, as to the matter in dispute/difference, and no arbitration in respect of the matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration can be resorted to only in cases where the disputed amount (i.e. total amount of Claims including claims of interest, cost etc.) does not exceed ₹10 crores and is not below ₹50.00 Lacs including all types of interest, cost etc.. In case the disputed amount exceeds Rs. 10 Crores or less than ₹50.00 Lacs, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than arbitration.



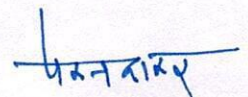
Since, mediation is a pre-condition for arbitration, any claim/dispute which has not been referred for mediation, shall not be referred for arbitration.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.

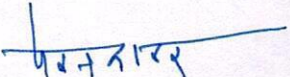
(The party invoking arbitration, at the time of invocation of arbitration, along with the notice, shall submit all the details of its claims including the Heads/Sub-heads of the claims and the documents relied upon by it for its claims. On receipt of notice invoking arbitration as well as the details of the claims and the documents relied upon by the claimant for its claims, within 30 days of the receipt, the other party shall give its response to the said notice, and within 60 days shall submit its counter-claims including the Heads/Sub-heads of the counter-claims and the documents relied upon by it for its counter-claims. The parties shall not file any details of the claims and counter-claims and/or documents etc. thereafter.)

The parties hereby agree that the claims/counter-claims raised by them at the time as mentioned above shall be final and binding and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever. Where the dispute/claim is for the payment of money, no interest shall be payable on whole or any part of the money for any period between the date on which cause of action arose and the date on which the award is made.

- 1.3.2 Any dispute in respect of which, a notice of intention to commence arbitration has been given in accordance with Clause 1.3.1, shall be finally settled by arbitration .
- 1.3.3 Any dispute referred by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, NALCO in the following manner:-
- a) On receipt of a notice of intention to commence arbitration given in accordance with Clause 1.3.1, CMD, NALCO will send, within 30 days of receipt of the notice, to the party (other than NALCO) names of three persons from the panel of arbitrators of Orissa High Court Arbitration Centre and/or Delhi International Arbitration Centre and/or Indian Council of Arbitration and/or IIAC, for the said party to choose any one of them to be the Sole Arbitrator .
 - b) The party other than NALCO on receipt of the names as mentioned at (b) above, shall select any one of the person names to be appointed as a Sole Arbitrator and communicate his name to CMD, NALCO within thirty days of receipt of the names along with written consent for agreeing to waive the applicability of Section 12 (5) of the Arbitration and Conciliation Act, 1996, conveying its agreement for appointment of Sole Arbitrator by CMD NALCO as provided under this arbitration clause.



- c) On receipt of communication as provided above, CMD, NALCO shall there upon appoint the said person as the sole Arbitrator within 30 days of receipt of the communications as mentioned at (b) above.
- d) If none of the names communicated by CMD, NALCO are acceptable to the party (other than NALCO) or the said party fails to communicate such selection as provided at (b) above within the period specified, any of the parties may approach Hon'ble High Court of Orissa at Cuttack for appointment of Sole Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996.
- e) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, NALCO to appoint another person in his place in the same manner as mentioned above. The person so appointed as Sole Arbitrator shall proceed with the reference from the stage where his predecessor had left.
- f) The seat and venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants venue of arbitration may be at as and where required basis, and may be held at the place where the site of work is situated.
- g) The fees, expenses, if any, of the Arbitrator, expenses towards venue of arbitration shall be equally shared by the parties. The fee of the Sole Arbitrator shall be as under:
- h) The Arbitrators shall be paid fees as per the Fees prescribed in the Fourth Schedule of the Arbitration & Conciliation Act, 1996 and amendments, if any made thereof.
- i) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under :
 - a) 40% of the fees if the Pleadings are complete
 - b) 60% of the fees if the Hearing has commenced
 - c) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
- j) Each party shall pay its share of arbitrator's fees in stages as under:
 - a) 40 % of the fees on Completion of Pleadings
 - b) 40% of the fees on conclusion of the Final Hearing
 - c) 20% at the time when arbitrator notifies the date of final award
- k) The Claimant shall be responsible for making all necessary arrangements for the travel / stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.
- l) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
- m) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties and any future interest as awarded by the Arbitrator shall not be more than 5% per annum simple interest.



- n) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

1.3.4 Notwithstanding the above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between NALCO and any other Central Public Sector Enterprises (CPSEs) / Port Trusts and also between NALCO and Government Departments / Organizations or University under the Central Government (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), NALCO and State Governments/ State PSUs / Public authority / Organizations or University under any State Government, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE Office Memorandum No.05/0003/2019-FTS-10937 dated 14th December, 2022 read with DPE OM No. DPE-05/0002/2023-AMRCD dated 25th July, 2024 including further DPE OMs / clarifications and / or any amendments relating to Administrative Mechanism for Resolution of Disputes CPSEs Disputes [AMRCD]. The decision of AMRCD on the said dispute will be binding on the parties.

- 1.4 Notwithstanding any reference to the Mediation or Arbitration herein,
a) the parties shall continue to perform their respective obligations under the Contract unless they other wise agree.
b) NALCO shall pay the Contractor any monies due to the Contractor.

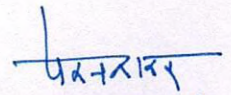
1.5 **Jurisdiction/ Governing Laws:**

(a) **Jurisdiction:**

For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of the courts at Bhubaneswar in the State of Odisha (India) only.

(b) **Governing Laws:**

The contract shall be governed by and constructed according to the laws in force in INDIA.


DGM(Nat.)

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vaniya Bhawan, New Delhi
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

**Subject: Public Procurement (Preference to Make in India), Order 2017–
Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:
'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

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

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

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

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

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

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

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least



50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

- i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/

brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments *whose procurement exceeds Rs. 1000 Crore per annum* shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
Secretary, Department for Promotion of Industry and Internal Trade - Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member Joint
Secretary (Public Procurement), Department of Expenditure—Member Joint
Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

- g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashpdpiit@gov.in

PROFORMA FOR ADVANCE BANK GUARANTEE

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

B.G. No _____

Date _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its registered office at P/1, Nayapalli, Bhubanesar 751013 (hereinafter called "The Company ", which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs. (Rupees only) to M/s (hereinafter called the said "Contractor(s)/Seller(s)", which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) under the terms and conditions of the Contract/Order dated for (work/ assignment description) on production of a bank guarantee equivalent to 110% of the advance payment indicated above.
2. We Bank having its branch office at do hereby undertake to pay the amount due and payable under this guarantee without any demure merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/ Seller(s) of any of the terms or conditions contained in the said Contract(s)/Order(s) or by reason of the Contractor(s)/Seller(s) failure to perform the said Contract(s)/Order(s). Any such demand made on the bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees Only).
3. We undertake to pay to the Company any money so demanded notwithstanding any claim dispute or disputes raised by the Contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.
5. We Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s)/ Seller(s) and accordingly discharges this guarantee.
6. Notwithstanding anything contained herein before, our liability shall not exceed Rs. (Rupees Only) and shall remain in force till Unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.
7. We Bank further agree that this Guarantee shall be invocable at our place of business at (Bank Name), (Branch name and address of the branch), Bhubaneswar/ANGUL, Odisha-751XXX.
8. We Bank, lastly undertake no to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).

Date:
Corporate Seal of the Bank

..... Bank
by its constitutional Attorney.

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

Details of person issuing the BG:

Name: _____

Address for correspondence: _____

Telephone and Fax No.: _____

E-mail: _____

IFSC Code of the Bank: _____

- (i) BG is to be furnished from any of Nalco approved banks.