



**NATIONAL ALUMINIUM COMPANY LIMITED**

**BIDDING DOCUMENT**

**FOR**

**TWO UNITS OF WHEEL LOADER (OFF HIGHWAY) WITH BUCKET CAPACITY OF 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) FOR BAUXITE MINES AT NALCO, DAMANJODI, ODISHA (INDIA)**

---

**(BIDDING DOCUMENT/ NIT NO.  
NBC/MM/510/8-1123/LOADER/GTE/2025)  
(INTERNATIONAL COMPETITIVE BIDDING)**

---

*(This document is meant for the exclusive purpose of bidding against this Bid Document No./ Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)*

**[30/12/2025]**

**NALCO**

**[Registered Office: NALCO Bhawan, P/1, Nayapalli, Bhubaneswar - 751013]**

## BIDDING DOCUMENTS

### FOR

### **SUPPLY & COMMISSIONING OF TWO UNITS OF WHEEL LOADER (OFF HIGHWAY) WITH BUCKET CAPACITY OF 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) FOR BAUXITE MINES AT NALCO, DAMANJODI, ODISHA (INDIA)**

### **CONTENTS**

The following documents are enclosed and form part of the bidding documents:

- |       |                       |  |
|-------|-----------------------|--|
| (i)   | <b>SECTION - I</b>    | <b>Notice Inviting Tender (NIT)/ Global Invitation for Bids (IFB)</b>  |
|       | 1. Annexure - I       | Self-certification for BQC (including MSE) documents   |
|       | 2. Annexure - II      | Proforma for acknowledgement letter  |
|       | 3. Annexure - III     | Covering letter for submission of offers   |
| (ii)  | <b>SECTION - II</b>   | <b>Instructions to Bidders (ITB)</b>   |
|       | 4. Annexure - IV      | Instruction for online bid submission in CPP portal  |
|       | 5. Annexure - V       | Bidder's Undertaking on Restriction for bidders/ suppliers from a country which shares a land border with India and Bidder's undertaking |
|       | 6. Annexure - VI      | Self-Declaration   |
|       | 7. Annexure - VII     | Bidder's declaration on Public Procurement (Preference to Make-in-India) (PPP-MII) Order, 2017   |
|       | 8. Annexure - VIII    | Bidder's declaration on authenticity of documents/ information submitted   |
|       | 9. Annexure - IX      | Declaration towards online deposit of EMD amount - Indigenous bidder   |
|       | 10. Annexure - X      | Declaration towards online deposit of EMD amount - Foreign bidder  |
|       | 11. Annexure - XI     | Proforma for Pre-Contract Integrity Pact   |
|       | 12. Annexure - XII    | Bid Securing Declaration   |
|       | 13. Annexure - XIII   | Proforma for Contract-cum-Performance Bank Guarantee (CPBG)  |
|       | 14. Annexure - XIV    | Proforma for Bank Guarantee for Advance Payment (ABG)  |
|       | 15. Annexure - XV     | Proforma for Bank Guarantee for Earnest Money Deposit (EMD)  |
|       | 16. Annexure - XVI    | List of NALCO's approved Banks & Bank Mandate Form   |
|       | 17. Annexure - XVII   | SA 8000 Format for compliance  |
| (iii) | <b>SECTION - III</b>  | <b>Standard Terms &amp; Conditions of Purchase (Indigenous)</b>  |
| (iv)  | <b>SECTION - IV</b>   | <b>Standard Terms &amp; Conditions of Purchase (Import)</b>  |
| (v)   | <b>SECTION - V</b>    | <b>Special Conditions of Contract (SCC)</b>  |
|       | 18. Annexure - XVIII  | Taxes & Duties (GST, Indian Income Tax, etc.)  |
|       | 19. Annexure - XIX    | Terms & Conditions for Erection, Testing, Commissioning at Site  |
|       | 20. Annexure - XX     | General Conditions for Construction, Erection of Plant & Material  |
| (vi)  | <b>SECTION - VI</b>   | <b>Technical Specification (TS) &amp; Scope</b>  |
|       | 21. Annexure - XXI    | Bill of Quantity & Schedule of Rates (Price Bid)   |
|       | 22. Annexure - XXII   | Eligibility Assessment Sheet   |
|       | 23. Annexure - XXIII  | Standard Tool List   |
|       | 24. Annexure - XXIV   | Manufacturer's Data Sheet  |
|       | 25. Annexure - XXV    | Deviation schedule to terms and conditions of enquiry  |
| (vii) | <b>SECTION - VII</b>  | <b>Annexures, Forms and Procedures</b>   |
|       | 26. Annexure - XXVI   | Agreed Terms & Conditions (Indigenous)   |
|       | 27. Annexure - XXVII  | Agreed Terms & Conditions (Import)   |
|       | 28. Annexure - XXVIII | Bill of Quantity (BOQ)   |
|       | 29. Annexure - XXIX   | Form No. 10F   |
|       | 30. Annexure - XXX    | Declaration towards no permanent establishment   |

## **SECTION - I**

**NOTICE INVITING TENDER (NIT) /  
GLOBAL INVITATION FOR BIDS (IFB)**

**SECTION - I**

**NOTICE INVITING TENDER (NIT) /  
GLOBAL INVITATION FOR BIDS (IFB)**

**FOR**

**SUPPLY & COMMISSIONING OF TWO UNITS OF WHEEL LOADER (OFF HIGHWAY)  
WITH BUCKET CAPACITY OF 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) FOR BAUXITE  
MINES AT NALCO, DAMANJODI, ODISHA (INDIA)**

- 1.0** National Aluminium Company Limited (NALCO) having its Corporate Office at Bhubaneswar, Odisha (India) is a Public Sector Undertaking and a Navaratna Company under the administrative control of Ministry of Mines, Government of India. It is one of the country's largest integrated bauxite, alumina, aluminium and power complex. The Company has its captive Panchpatmali Bauxite Mines for the pit head Alumina Refinery at Damanjodi in Koraput district and Aluminium Smelter, Captive Power Plant & Captive Coal Mines at Angul district, in Odisha (India).
- 2.0** NALCO invites competitive bids both from overseas bidders as well as indigenous bidders through **e-tendering** on Global Open Tender mode on single stage two envelope basis (i.e., Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) from eligible bidders for **supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at NALCO, Damanjodi, Odisha (India)** from competent bidders meeting the Bidder Qualification Criteria (BQC) as detailed herein.

The bids shall be submitted online with Digital Signatures in **Government eMarketplace - Central Public Procurement Portal (GeM-CPPP)** in complete accordance with Tender Documents and its attachments during the period, as specified under "Critical Dates" and produced hereunder.

The bidders can enroll themselves on the website <https://eprocurementpc.nic.in/>. The use of Digital Signature Certificate (DSC) Class-3 key is mandatory for e-tendering activities. Accordingly, bidders should have Digital Signature Certificate (DSC) key of Class 3 to participate in e-tendering. Bidders, if required, can obtain DSC Class-3 key from agencies authorized by Govt. of India. The e-Tender Portal also has the user manuals with detailed guidelines on enrolment and participation in the bidding process.

**3.0 BRIEF SCOPE:**

Design, engineering, procurement, manufacture, inspection & testing including all bought out items, supply to site, erection and commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at NALCO, Damanjodi, Odisha (India). Supply of first fill of all lubricating oils like engine oil, hydraulic oil, gear oil, coolant, grease, etc. The Wheel Loader shall be as per the detailed technical specification & scope attached in the tender document under Section-VI of this bidding document/ NIT.

Supply of five (5) years consumables (i.e., first two (2) years consumables during warranty period of two years or 7,000 hrs of operation plus next three (3) years of consumables for beyond warranty period) along with supply of three (3) years operation & maintenance (O&M) spares beyond the guarantee/warranty period.

**Note:** *The quoted price for above two items i.e., 5 years consumables and 3 years O&M spares with all taxes and duties shall be considered for evaluation and arriving at lowest (L1) bidder. Order for the first one-year consumables only shall be placed along with the*

*equipment. Orders for the consumables for subsequent four years and spare for three years (post warranty period) shall be issued by site.*

#### 4.0 THE SALIENT FEATURES OF THE BIDDING DOCUMENT ARE AS FOLLOWS:

Sl. No.	SALIENT FEATURES		DETAILS
a)	<b>Bid Security/ Earnest Money Deposit (EMD)</b> (refer: Cl. No. – 19.0 of Instructions to Bidders (ITB)).	:	The bidders intending to participate in the tender should furnish EMD for <b>INR 25,00,000/-</b> (Rupees Twenty-Five Lakh only) or <b>USD 27,795.41</b> (US Dollar Twenty-Seven Thousand Seven Hundred Ninety-Five and Forty-One Cents only) or <b>EUR 23,601.18</b> (Euro Twenty-Three Thousand Six Hundred One and Eighteen Cents only) or <b>JPY 4,337,266</b> (Japanese Yen Four Million Three Hundred Thirty-Seven Thousand Two Hundred Sixty-Six only).
b)	<b>Bidding Document and subsequent Addendum/ Corrigendum (if any) available on Website for viewing and downloading</b>	:	From 30/12/2025 [18:00 Hrs. IST] to 29/01/2026 [Up to 16:00 Hrs. IST] The detailed IFB along with Qualification Criteria, Integrity Pact and Bidding Document both Commercial Part and Technical Part can be viewed/ downloaded from the following e-tendering website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . the complete set of tender documents which is available in our website <a href="http://www.nalcoindia.com">www.nalcoindia.com</a>
c)	Cost of Bidding Document (Non- Refundable)	:	NIL
d)	<b>Last date of receipt for pre-bid queries</b>	:	12:00 Hrs. (IST) on 16/01/2026
e)	<b>Pre-bid meeting</b> (refer: Cl. No. – 4.0 of Instructions to Bidders (ITB)).	:	Pre-Bid Meeting shall be at 10:00 Hrs. (IST) on 19.01.2026 will be arranged by the owner <b>at NALCO Bauxite Mines Damanjodi or through VC</b> on technical and commercial clarifications.
f)	<b>Last date and time of submission of e-Bids</b>	:	Up to 16:00 Hrs. (IST) on 29.01.2026
g)	<b>Opening of Techno-commercial (Unpriced) e-Bids</b>	:	16:00 Hrs. (IST) on 04.02.2026 Bid opening details can be viewed online on the Tender portal as per the schedule where bids are submitted.
h)	<b>e-Tendering portal for submission of e-bids</b>	:	Central Public Procurement Portal (CPPP) web-site : <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
i)	<b>Opening of Priced Bids</b>	:	On the date & time to be intimated later to the technically & commercially qualified/ acceptable bidders

Sl. No.	SALIENT FEATURES		DETAILS
j)	Contact Person for any query/ clarification	:	<b>Technical persons:</b> 1. Mr. Rajendra Kumar Brahma, GM(Mech.) Mob: +91-9437483270 Email: <a href="mailto:rajendra.brahma@nalcoindia.co.in">rajendra.brahma@nalcoindia.co.in</a> <b>Commercial persons:</b> 2. Mr. Ranjeet Kumar, SM (Matls.), Mob: +91-9437037402 E-mail: <a href="mailto:ranjeet.kumar@nalcoindia.co.in">ranjeet.kumar@nalcoindia.co.in</a> 3. Mr. Mihir Behera, AGM (Matls.), Mob: +91-9437111103 E-mail: <a href="mailto:mihir.behera@nalcoindia.co.in">mihir.behera@nalcoindia.co.in</a>

*If any of the dates indicated at Sl.No. e) & g) above happens to be a declared holiday at NALCO, the next working day shall be considered.*

**4.1** All amendments, time extension, clarifications, etc. will be uploaded in the websites only and will not be published in newspapers. Bidders should regularly visit the above websites to keep themselves updated and submit their Bids based on latest information. No extension in the bid due date/ time shall be considered on account of delay in receipt of any document by mail.

**4.2** Bidders to please refer the Annexure–II to Instructions to Bidders of Bidding Document regarding E-Tendering guidelines.

## **5.0 COMPLETION SCHEDULE:**

### **5.1 DELIVERY PERIOD:**

#### **(a) For Indian Manufacturers:**

Within **12 (twelve) months on DAP Bauxite Mines** at NALCO, Damanjodi, Odisha (India) basis from the effective date of Order.

#### **(b) For Foreign Manufacturers/ Bidders:**

For foreign/ overseas/ offshore suppliers, the equipment/ materials are to be delivered on **DAP Bauxite Mines** at NALCO, Damanjodi, Odisha (India) incoterm basis from the effective date of Order. However, the equipment/ materials shall be dispatched within **12 (twelve) months on FOB port of exit basis** from the effective date of Order. Hence, FOB port of exit date (i.e., BL date) shall be considered for calculating PRS, if applicable.

However, foreign/ overseas/ offshore suppliers may choose an Indian dealer/ distributor/ agency for stevedoring, port handling, customs clearance, etc. at destination port in India and transportation up to NALCO Bauxite Mines site, Damanjodi, Odisha, etc. or vice versa so as to complete DAP delivery terms basis. Customs duty payment, if any or EPCG licencing shall be done by NALCO.

### **5.2 ERECTION & COMMISSIONING:**

The shortest possible time for completion of erection and commissioning is to be indicated. However, the owner will prefer to complete the erection within a **maximum period of 30 (thirty) days** from the date of sending of intimation on receipt of the full consignments at site.

## **6.0 BIDDER'S QUALIFYING CRITERIA (BQC):**

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

## 6.1 **TECHNICAL CRITERIA:**

Eligibility Criteria	Documentary evidence to be furnished
<p>1) Supplier or manufacturer or their authorized dealer or distributor should have successfully completed "<b>Similar Item</b>" during last 10 (Ten) years ending on last day of the month previous to the one in which NIT is floated (cut-off date).</p> <p>"<b>Similar Item</b>" means successfully supplied, erected &amp; commissioned at least 01 (One) No. of Wheel Loader (off Highway) having bucket capacity of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) in any industry with satisfactory performance.</p> <p>"<b>Satisfactory performance</b>" means: the equipment must be in successful operation for at least 02 (Two) years on the date of bid opening.</p>	<p>1a) The bidder should submit copy of Purchase Orders &amp; other relevant documents certified by a practicing Cost Accountant/ Chartered Accountant/ member of an equivalent professional body in the bidder's country. It should have been mentioned in the respective documents with order date, item details, order value, and date of commissioning and contact details of the customer (Name &amp; address of the organization, name of the contact person with contact details).</p> <p>1b) The bidder should also submit the copy of the satisfactory performance/ Average Availability of minimum 01 no. of "<b>Similar Item</b>" from the customers, indicating minimum 02 (Two) years of successful operation since date of commissioning. These certificates should be certified by a practicing Chartered Engineer/ practicing Cost Accountant/ Chartered Accountant/ member of an equivalent professional body in the bidder's country. The bidder has to furnish the filled in <b>Eligibility Assessment Format</b> (as per table-3 below) enclosed elsewhere in the tender document.</p> <p>1c) All Performance/ Completion certificates submitted by the bidder shall be considered only when it bears the Name, Designation, Email id &amp; Phone/ Mobile number of the issuing Authority. The same is enforced for the experience/ completion certificate issued after 30.06.2022.</p>
<p>2) In case the bidder is a supplier/ Distributor of "<b>Similar Item</b>", who has been authorized by the manufacturer or authorized supplier, the bidder shall offer the equipment manufactured by an established equipment manufacturer who meets the qualification criteria / requirements as stated above.</p>	<p>2) Relevant certificates are to be submitted by the Bidder claiming Manufacturer/ Supplier/ distributor.</p> <p>The bidder shall furnish an authority certificate issued by the equipment manufacturer confirming the bidder's status as their authorized selling agency/ distributor of the selling agency of the manufacturer. The authority certificate shall be valid up to the completion of the contract i.e., till the end of the cost cap period as per bid document.</p>
<p>3) The bidder will be required to prove with all credentials that they already have established after sales service, parts network and repair</p>	<p>3) The bidder should furnish required details along with the techno commercial offer.</p>

Eligibility Criteria	Documentary evidence to be furnished
Facilities having competent technical staff inside India to render quickly after sales service.	
4) The Offered Equipment model shall be from the existing regular manufacturing range of the Manufacturer. The offered Equipment must be a proven model manufactured from the existing Manufacturing plant of the manufacturer. Prototype /new design/ trial model shall not be acceptable and liable for rejection of technical bid.	4) Certificate from the Manufacturer on the offered model in this regard is to be submitted along with the bid.
5) The annual average availability of the " <b>Similar Item</b> " should be at least 85% (eighty-five percent) in first two years from the date of commissioning.	5) Average availability certificate of minimum 01 no. of " <b>Similar Item</b> " issued from the Customer claiming the minimum average availability.
6) The bidder shall furnish a certificate of assurance that all type of O&M spare parts supply shall be available without any alteration during its life time operation (i.e., 12 years/ 35,000 Hrs. of operation) for the offered model of equipment.	6) Certificate from the manufacturer on spare parts supply during lifetime of the equipment has to be submitted by the bidder along with the bid.
	<b>Note:</b> In cases where the technical qualifying documents is not in English and the bidder submits translated copy of the documents in English, the same shall be certified by the Chief Executive Officer (CEO) of the company.

**Note:** (i) The Experience/ Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/ Completion Certificates issued after date 30/06/2022.  
(ii) No additional experience(s) (not specified in the list already provided by the Bidder in their Bid) shall be considered from the Bidders, since this would amount to substantive change in the Bid.  
(iii) NALCO reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and/or in-house data, survey or otherwise. Further, if the bidders cite any reference of a job executed for Owner/ some other Owner through NALCO and the Bidder cannot furnish documentary evidence, Owner/ NALCO may consider the internal records of Owner or NALCO (as the case may be).

## 6.2 **FINANCIAL CRITERIA**

Financial Criteria	Documentary proof
<b>1)</b> The average annual financial turnover of the bidder during the last 03 (Three) financial years ending 31st March of the previous financial year should be <b>minimum Rs.12.34 crore</b> (Rupees Twelve crore Thirty-Four Lakh only) or <b>USD 137,231</b> (US	<b>a)</b> The bidders have to submit the copies of audited financial statements/ profit & loss accounts of the relevant years in support of the above qualifying criterion along with the bid. <b>b)</b> If the end of the financial year of the bidder is beyond 3 months before the initial Bid submission due date, then it should be the latest financial year otherwise it will be the previous financial year (i.e., one year before the latest financial year). In case an audited balance sheet is not



Financial Criteria	Documentary proof
<p>Dollar One Hundred Thirty Seven Thousand Two Hundred Thirty-One Only) or <b>EUR 116,524</b> (Euro One Hundred Sixteen Thousand Five Hundred Twenty-Four Only) or <b>JPY 21,413,885</b> (Japanese Yen Twenty-One Million Four Hundred Thirteen Thousand Eight Hundred Eighty Five Only). (Also furnish the data as per table-1 below)</p> <p><b>2)</b> Net worth of the bidder during the latest financial year shall be positive as per the audited balance sheet. (Also furnish the data as per table-2 below)</p>	<p>available for the latest financial year the bidder shall submit the financial statement for the same duly certified by a Chartered Accountant/ member of an equivalent professional body in the bidder's country.</p> <p><b>c)</b> 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/ member of an equivalent professional body in the bidder's country.</p> <p><b>d)</b> 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/ member of an equivalent professional body in the bidder's country.</p> <p><b>e)</b> Turnover shall be taken as Revenue from operation (excluding taxes) as stated in financial statement of the bidder, excluding other income.</p> <p><b>f)</b> The net worth shall be based on the immediately preceding year's financial results. Net worth is defined as 'Equity Share Capital, reserves excluding revaluation reserves less miscellaneous expenditure, accumulated losses &amp; deferred expenditure to the extent not written off and carried forward loss'.</p> <p><b>g)</b> In case the financial statements submitted by the bidder are in currencies other than INR/USD/EUR/JPY, Bill selling rate declared by State Bank of India (SBI) or reference rate of Financial Benchmarks India Pvt. Ltd. (FBIL) as set up by Reserve Bank of India (RBI) prevailing on the date of publication of NIT shall be considered for converting it into INR.</p> <p><b>h)</b> In the event of submission of any document/ certificate by the bidder in a language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly certified, stamped and signed by local Chamber of Commerce or Indian Embassy or any translator recognized/ authorized by Indian Embassy.</p> <p><b>i)</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/ member of an equivalent professional body in the bidder's country in original shall be considered for evaluation of the financial criteria.</p> <p><b>j)</b> All financial statements should be certified by Chartered Accountant/ Auditor/ member of an equivalent professional body in the bidder's country for consideration of their bid.</p>

**TABLE 1: ANNUAL FINANCIAL TURNOVER OF LAST 3 YEARS**

Financial Year	Amount (Currency)
Year 1 (latest last financial year): _____	
Year 2: _____	
Year 3: _____	

**TABLE 2: FINANCIAL DATA FOR LATEST AUDITED FINANCIAL YEAR:**

Description	Year:
Net Worth (Amount (Currency))	

**TABLE 3: ELIGIBILITY ASSESSMENT SHEET**

Sl. No.	Name of the Organization	Equipment Capacity	Year of Commissioning & No. of years of operation	Order Details	Customer Details
1					
2					
3					
4					

Signature of the Authorised Bidder  
Name, Designation, Seal and Date

## **7.0 CRIMINAL PROCEEDINGS/ CASES:**

- 7.1** 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 duly notarized by the Public Notary.
- 7.2** Bidders should upload the scanned copy of the **declaration** with their On-line Part-I Bid. The original copy of the declaration should be submitted in cover-1 of the hard copy offer.

## **8.0 LITIGATION HISTORY:**

- 8.1** Bidder should **furnish Litigation History** of their firm or group firm. The litigation history shall include:
- (i) Arbitration cases pending
  - (ii) Disputed incomplete works
  - (iii) Pending civil cases against the firm or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings.
  - (iv) Pending criminal cases against the firm or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings.
  - (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings.
- 9.0** Bidder should not be under liquidation, court receivership or similar proceeding. In case bidder affirms that present litigation/ arbitration has impact on their obligation to perform contract or doesn't provide affirmations as above, their bids shall be rejected. 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 **cover - 1 of the hard copy offer**.

## 10.0 CORRUPT & FRAUDULENT PRACTICES:

It is expected that Bidders/ Contractors observe the highest standard of ethics during the execution of the contract in pursuance to the policy of "Corrupt & Fraudulent practices", that is defined as follows:

- (a) 'Corrupt practice' means the offering, receiving or soliciting of anything of value to influence the action of a public official in the contract execution.
- (b) 'Fraudulent practice' means a misrepresentation of facts in order to influence the execution of a contract to the detriment of NALCO and includes collusive practices amongst the bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive NALCO of the benefits of free and open competition.

NALCO will reject a proposal for award of work, if it is determined that any bidder participating in a bid or the agency to whom the work has been awarded, is engaged in corrupt or fraudulent practices as defined above.

## 11.0 AUTHENTICATION & VERIFICATION OF DOCUMENTS

- 11.1** It is bidder's prime responsibility to submit genuine and authentic documents. No amount of checking or verification by the buyer shall absolve bidder from his responsibility.

Punishment for such an action shall be applicable as per NALCO suspension/ banning rules. Moreover, other actions against the bidder like encashment of EMD or CPBG depending upon the stage of discovery of the fraud/ false documentation may be taken up by NALCO. Moreover, the bidder's organization is responsible for any and all actions of their employees and any claims seeking to pinpoint the blame on some employee of bidder and attempting to absolve the bidder's organization will not be entertained.

The bidder must also note that the NALCO reserves the right to proceed based on acceptable offer (who have submitted authenticated documents in line with the provisions of given in the Bidding Document) and reject outright the other bids which have some shortcomings including non-submission of authenticated documents. The bidder shall therefore submit the authenticated documents along with the offer itself and in case of rejection of his bid shall not have any right to seek another opportunity for submission of authenticated documents.

- 11.2** Bidder shall furnish an **undertaking** in the format as per Annexure-I to NIT/IFB towards the authenticity of submitted BQC Documents, duly signed by the authorized signatory of Bidder holding Power of Attorney for signing of Bid.

Proprietorship/ Partnership firms shall submit the undertaking as per Annexure-I to NIT/IFB, duly signed by the Proprietor/any two Partners.

In addition, bidders to confirm that all authenticated documents submitted for meeting the BQC are certified as per the authentication requirement defined in the bidding document.

In case the PTR/ Financial/ MSE documents (submitted in this enquiry/ tender) have already been submitted duly authenticated and accepted in some other enquiry/ tender of NALCO, the same may also be considered for this present enquiry. However, in such a case, bidder shall indicate in their bid that authentication of PTR/ Financial/ MSE documents submitted in

this bid has already been submitted to NALCO in tender no. \_\_\_\_\_ dtd. \_\_\_\_\_  
for the project \_\_\_\_\_.

Bidders shall be required to upload the digitally signed authenticated copies of documents for meeting BQC on the e-tendering portal only.

- 11.3** In addition to authentication, verification of the documents submitted towards meeting the BQC by the techno-commercially acceptable bidders shall be done. Documents shall be verified from the document issuing authority.

This may be carried out by NALCO through e-mail/ letter or visit. Bidder shall provide complete assistance towards the same. It shall be responsibility of the bidder to assist NALCO in carrying out this exercise. Accordingly, bidder shall ensure that bidder shall submit those executed works meeting the qualification criteria for which they can arrange such verification from their respective clients.

Payment to the Bidder shall be released only on completion of verification. Failure of cross verification shall entitle NALCO to reject the bid or terminate the PO/ Contract, if issued.

In case bidder's supporting documents are not in English language and, bidder also submits duly certified translated documents, verification from document issuing authority shall be carried out only for the original documents.

- 12.0** The bidder must furnish a **declaration** to the effect that they have not been banned or delisted by any Government or Quasi Government agencies or PSUs of India. If they have been banned or delisted 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 **cover-1 of the hard copy offer**.

### **13.0 ACKNOWLEDGEMENT & CONFIRMATION**

- 13.1** Within 3 days of downloading of Bidding Document, bidder shall acknowledge and confirm his intention to bid or otherwise, for the tendered work as per proforma "Acknowledgement-Letter" enclosed at Annexure-II of NIT/IFB in Bidding Document.

Yours faithfully,  
For and on behalf of  
NATIONAL ALUMINIUM COMPANY LIMITED

-sd-  
GENERAL MANAGER (MATERIALS)

**Annexure-I to IFB**

**SELF-CERTIFICATION FOR ALL BQC DOCUMENTS (INCLUDING MSE DOCUMENTS)**

**RFQ/Bidding Document No.:** NBC/MM/510/8-1123/LOADER/GTE/2025

**Item/Work:** Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)

I, \_\_\_\_\_ S/o or D/o of \_\_\_\_\_, working as \_\_\_\_\_ {authorised signatory of Bidder holding Power of Attorney for signing of Bid or proprietor/ any two partners in case of Proprietorship/ Partnership firms (indicate, as applicable)} of the Company/ Firm \_\_\_\_\_ having its registered office at \_\_\_\_\_ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference \_\_\_\_\_ against your Enquiry document \_\_\_\_\_, are true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/ forged or fabricated. All the documents have been submitted with full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud (ii) provisions of bidding conditions and (iii) Suspension/ Banning rules of Owner, which entitle the Owner to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

It is further certified that, if any documents are required to be submitted by our company/ Firm after submission of bid, shall also be submitted under my knowledge and shall be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

I hereby acknowledge that the Owner possesses the right to verify the BQC Documents from the relevant document issuing authority or end user. The result of this verification, as stated above, shall be binding upon our Company/Firm, without any opportunity for dissent or contestation.

I also accept that in case, at a later date, any of the document submitted in our bid referred above is found to be false/ forged or fabricated, I, shall be held responsible for the same and Owner has every right to take action against me and my company, as deemed fit as per law of land and provisions of the Bidding Documents and Owner's right to put our company on Suspension/ Banning list for future business with Owner.

Signature of the Authorised Bidder  
Name, Designation, Seal and Date

Signature

Name & Designation (proprietor in case of Proprietorship/ any two partners in case of Partnership firms (indicate, as applicable)).

**Annexure-II to IFB**

**PROFORMA FOR ACKNOWLEDGEMENT LETTER**

E-MAIL: [ranjeet.kumar@nalcoindia.co.in](mailto:ranjeet.kumar@nalcoindia.co.in) / [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in)  
(PLEASE E-MAIL TO NALCO WITHIN TEN DAYS ON RECEIPT OF BIDDING DOCUMENT)

**To,**  
GM (Materials)  
NALCO Bhawan, P/1,  
Nayapalli,  
Bhubaneswar - 751013

**Bidding Document No.** NBC/MM/510/8-1123/LOADER/GTE/2025

**Item/Work:** Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)

**Due Date:** 29.01.2026

Dear Sir(s),

We acknowledge with thanks receipt of your above cited Bidding Document along with enclosures. We undertake that the contents of the above Bidding Document shall be kept confidential including all the drawings, specifications and documents and the said documents shall be used only for the purpose, for which they are intended.

Further, our response is as under: (Bidders to put a tick ☐, as applicable).

1. We will submit the bid within due date. ☐
2. We regret to submit our offer/quote because of the following reasons: ☐
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_

Thanking you,

Very truly yours,

Name of Bidder/Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Mobile No.: \_\_\_\_\_  
Bidder's Address: \_\_\_\_\_  
Bidder's Phone No.: \_\_\_\_\_  
Bidder's E-mail: \_\_\_\_\_

**Annexure-III to IFB**

(To be typed on bidder's letter head)

**COVERING LETTER FOR SUBMISSION OF OFFER**

**From:**

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

Our Ref: ----- dated -----

**To,**

GM (Materials)  
NALCO Bhawan, P/1,  
Nayapalli,  
Bhubaneswar - 751013

**Bidding Document No.** NBC/MM/510/8-1123/LOADER/GTE/2025

**Item/Work:** Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)

Dear Sir,

Please find herewith our offer in line with requirement of NALCO's Bidding Document. We confirm that:

1. We have downloaded the full document from the website.
2. Earnest Money Deposit is submitted by BG/ Demand Draft/ Net-Banking as follows:

EMD Amount	EMD No. & date	Drawn on Bank
<b>INR 25,00,000/-</b> (Rupees Twenty-Five Lakh only) or <b>USD 27,795.41</b> (US Dollar Twenty-Seven Thousand Seven Hundred Ninety-Five and Forty-One Cents only) or <b>EUR 23,601.18</b> (Euro Twenty-Three Thousand Six Hundred One and Eighteen Cents only) or <b>JPY 4,337,266</b> (Japanese Yen Four Million Three Hundred Thirty-Seven Thousand Two Hundred Sixty-Six only)		

3. Offer is in complete compliance with technical as well as commercial requirements of bidding document and there is no technical or commercial deviation in the offer.
4. We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
5. Our offer shall remain valid 06 (Six) Months from the bid due date.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by NALCO without any reference to us.

Thanking you,  
Very Truly Yours,

(Signature of Authorised person)  
Full Name:  
Designation:

Company Seal:



## **SECTION - II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

**SECTION - II**

**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0 GENERAL**

- 1.1** Bidders shall treat the tender documents and contents therein as strictly confidential.
- 1.2** The tender document is and shall remain the exclusive property of the OWNER without any right to bidder to use them for any purpose except for the purpose of bidding.
- 1.3** Bidding Document is non-transferrable.
- 1.4** The bidder is expected to examine all instructions, forms, terms and specifications in the tender document. The bidding document/ Notice Inviting Tender (NIT) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidder, unless deviations are specifically stated seriatim (giving reference sl. no. of Tender Document) by the bidder. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder's risk and may result in the rejection of his bid.
- 1.5** Bidder shall not be under liquidation, court receivership or similar proceedings. In case bidder affirms that present litigation/ arbitration has impact on their obligation to perform contract or doesn't provide affirmations as above, their bids shall be rejected.
- 1.6** The bidders who are on Suspension/ Holiday/ Negative list of NALCOs as on due date of submission of bid/ during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/ evaluation/ Award.
- 1.7** After the submission of bid, bidders are not allowed to change the price or substance of the bid i.e., scope of work, specifications, delivery schedule, completion period, etc. including modification of the bid to meet other than as mentioned in the bidding document.
- 1.8** NALCO reserves the right to assess Bidder's capabilities and capacity to execute the work using in-house information. Further in case Purchase Order awarded for the tendered item have to be terminated due to supplier's default and separate enquiry must be floated to get the remaining/ complete work executed, such defaulting supplier will not be considered for enquiries issued for the re-floated works of the same procurement/ project.
- 1.9** The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 1.10** In case any bidder is found to be involved in cartel formation, his bid will not be considered for further evaluation/ placement of order. Such bidder will be debarred from bidding in future.
- 1.11** Canvassing in any form by the Bidder or by any other Bidder on their behalf may lead to disqualification of their Bid.
- 1.12** NALCO shall not be responsible for any expenses incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process.

- 1.13** NALCO reserves the right to reject any or all the bids received and to annul the bidding process at its discretion without assigning any reason whatsoever at any time prior to award of the Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder/ bidders of the ground for NALCO's action.
- 1.14** For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 1.15** There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal. Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/ help from the Helpdesk.
- 1.16** Bidder is advised to visit and examine the Site, its surroundings and familiarize himself of the existing facilities and environment and collect all other information which he may require for preparing and submitting the bid and entering the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.
- 1.17** The bidder or any of his personnel or agents will be granted permission by the Owner to enter upon his premises and land for the purpose of such inspection but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the owner and his personnel or agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.
- 1.18** The Bidder has to ensure that, any document/ certificate/ report issued (or) attested by a practicing Chartered Accountant/ Cost Accountant in India shall include the UDIN (Unique Document Identification Number). However, in-case of Foreign bidder this requirement of UDIN (or its equivalent) is to be complied by the bidder as per the prevailing rules, if any, of their respective country.
- 1.19 Throughout the Bidding Document:**
- (a) "Owner" means National Aluminium Company Limited (NALCO), a Company incorporated under the Companies Act, 1956 having its registered office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar, Odisha-751013 and shall include its successor and assigns.
  - (b) "Site" means the land/ roof and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
  - (c) "Project or work" means Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at NALCO, Damanjodi, Odisha (India).
  - (d) Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and word written in capital or small letter or where the first letter capital have the same meaning; and
  - (e) "day" means calendar day.
  - (f) 'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain context) means any person or firm or company, including any member of a consortium or joint venture (that is association of several persons, or firms or companies), every artificial

juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- (g) "Completion of Facilities"/" Completion of facilities of Entire Project"/ "Completion" means that the systems at all the premises/locations under the contract have been successfully commissioned, PG tests conducted and put in a tight and clean condition and punch points attended.
- (h) "Services" means all those services ancillary to the supply of the Plant & Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, commissioning, operations & maintenance required up to Completion of Facilities, the provision of operations and maintenance manuals, training of Employer's Personnel etc.

**1.20** In case of any conflict or ambiguity in the bidding document or matters/ conditions not covered specifically in this document, NALCO's Purchase Manual followed by Govt. Guidelines for Public Procurement like Manual for Procurement of Goods, General Financial Rules (GFR), 2017 etc. along with their revision/ amendments shall prevail. Hence, bidders are required to make themselves aware of such guidelines. Ignorance of the same at a later stage will not be entertained.

**1.21** 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 be liable to be rejected.

## **2.0 DEFINITIONS**

**2.1** With respect to this document, the following definitions shall apply:

- i) "Instructions to Bidders" shall mean the documents describing the manner in which Bidder shall prepare and submit his bid.
- ii) "Invitation for Bid" (IFB) shall mean NALCO's request to Bidder for a Bid/ Tender together with the Tender Document.
- iii) "Open enquiry" shall mean Invitation for Bid / Notice Inviting Bid/ Tender
- iv) "Tender" or "Bid" shall mean Bidder's offer to perform the Work, in accordance with Bidding/ Tender Document.
- v) "Tender Document" or "Bidding Document" or "Enquiry Document" shall mean the documents issued to the bidder including any subsequent addenda to enable bidder to submit his Bid.
- vi) "Bid Due Date" shall mean Bid Due Date including its extension, if any.
- vii) "Bidder" or "Tenderer" shall mean the person or company who receives the Tender Document or Bidding Document or RFQ Document and submits Tender or Bid to NALCO.

## **3.0 ELIGIBLE BIDDERS**

**3.1** A bidder may be a firm or a company, who intends to submit Bid, in response to Notice Inviting Tender (NIT)/ Invitation for Bids (IFB) on Open Competitive basis.

**3.2** The bidders who are on Suspension/ Holiday/ Negative list of Owner as on due date of submission of bid/ during-the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/ evaluation/ Award. Further, in case of consortium (if applicable), if any of the member(s) of consortium is on Suspension/ Holiday/ Negative list of Owner on due date of submission of bid/ during-the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/ evaluation/ Award.

- 3.3** Similarly, if a bidder is seeking qualification based on engaging a sub-contractor/ sub-vendor who meets stipulated qualification criteria (in case allowed as per IFB) and such a sub-contractor/ sub-vendor is on Suspension/ Holiday/ Negative list of Owner on due date of submission of bid/ during the process of evaluation of the bids, the offer of such bidder shall not be considered for bid opening/ evaluation/ award.
- 3.4** In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such bidder will also be debarred from bidding in future.
- 3.5** If a bidder is from a country which shares a land border with India, then they will be eligible to bid if they are registered with the Competent Authority (Ref. Annexure-V to ITB), otherwise their offer shall not be considered for Opening/ evaluation/ award.
- 3.6** In case contracts awarded for the tendered work have to be terminated due to Contractor's default and a separate tender have to be floated to get the remaining/ complete work executed, such defaulting Contractor will not be considered for tenders issued for refloated works of the same project.

#### **4.0 CLARIFICATION OF BIDDING DOCUMENT& PRE-BID MEETING**

- 4.1** Bidder shall examine the bidding document thoroughly in all respects and if any conflict, discrepancy, error or omission is observed, bidder may request clarification on or before two days prior to pre-bid meeting cutoff date or within 02 weeks prior to the bid closing date (in case pre-bid meeting is not a condition).
- 4.2** Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel. This will help bidder not only to cut short the evaluation time leading to requirement of shorter bid validity but also enable the bidder to submit their best prices based on the clear techno-commercial scope. Any deviation taken by bidder for which loading/ penalty is specified in the enquiry document, the bid will be loaded accordingly while evaluation and the same will not be treated as a deviation.
- 4.3** Bidders shall submit their queries either through NIC CPP portal through 'Seek Clarifications' tab under e-Tender portal or through email or two days prior to pre-bid meeting after which, NALCO shall reserve the right not to entertain any queries.
- 4.4** To facilitate the above, Bidder's authorized representative(s) shall attend the pre-bid meeting on the prescribed day at the given venue or through online platform. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received after pre-bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre-bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

However, in case any bidder does not attend the pre-bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

- 4.5**
- All prospective bidders should submit a List of clarification required before the pre-Bid meeting if they require any clarification on the tender documents/ drawings, etc.
  - If the bidder feels that The Tender specification is with sufficient details they can attend the "Pre-Bid meeting" without submitting the "List of clarification".
  - It may be noted that no clarification will be replied or entertained by the owner and consultant during "Pre-bid meeting" if not submitted earlier, except in exceptional cases.

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

- 4.6** Any modification/ amendment or any clarification leading to modification to the commercial or technical part of the bidding document shall not be issued as a clarification but shall be issued through amendment/addendum only. This addendum/amendment shall be considered a part of the bidding document. However, Record Notes of Pre-bid Meeting/ Reply to Pre-bid Queries shall not be considered as part of enquiry/ bidding/ NIT document.
- 4.7** The bidders may carry their qualification documents in case they desire them to be reviewed by NALCO officials during the pre-bid meeting. The bidders would also be requested to ensure that the bid along with qualification documents is submitted well within bid due date and time.
- 4.8** Non-participation in the pre-bid meeting shall not be rejection criteria.
- 4.9** Although the details presented in this Bidding document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood and it includes all documents as per the Index.
- 4.10** To ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries/ clarification/ information pertaining to Bidding document, as per the proforma enclosed at Annexure-XXV i.e., 'deviation schedule to terms & conditions of NIT, on or before two days prior to pre-bid meeting. These queries shall be replied to during pre-bid meeting.
- 4.11** The bidders are required to participate in the pre-bid meeting after going through the entire bidding document along with BQC. Bidder shall come with all technical and commercial points on which they need clarifications and to ensure that they possess all the supporting documentation for meeting the BQC. In case of any doubt, they may discuss the same during the meeting to avoid any techno-commercial clarifications/ discussions post bid.
- 4.12** Based on the pre-bid discussions, no-deviation form/ techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation other than commercially loadable deviations mentioned in the bidding document shall be accepted. Bidder in their own interest shall submit bids fully complying with bidding document requirements and NALCO shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical/ commercial queries.
- 4.13** Technical/ Commercial queries (TQ/CQ) shall not be issued once the bid has been opened. However, wherever CQ/TQ are unavoidable, the same shall be raised and the cut-off date given for CQ/TQ replies shall be adhered to. Offers shall be evaluated based on the information available up to cut-off date for CQ/TQ replies. Bidder shall not submit any Price against TQ/CQ raised unless specifically sought in writing.

## **5.0 AMENDMENT OF BID DOCUMENT**

- 5.1** At any time prior to the deadline for submission of bids, Owner may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Amendment/ Addendum. Any amendment/ corrigendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum duly signed and stamped in token of his acceptance.
- 5.2** Any addendum/ corrigendum issued shall be uploaded on [www.nalcoindia.com](http://www.nalcoindia.com) and <https://eprocure.gov.in/eprocure/app>. Bidders are requested to visit the above websites regularly for any modification/addition/ bid due date extension for this tender. This information shall not be published in Print Media.

**5.3** 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** Owner may also for any reason issue amendment after receiving the bids. Any amendment thus issued shall become part of Bidding Document. Bidder shall follow the instructions issued along with Amendment about submission of impact on quoted price/ revised price, if any.

## **6.0 PREPARATION OF BIDS**

### **6.1 COST OF BIDDING:**

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

### **6.2 LANGUAGE OF BID**

**6.2.1** The bid prepared by the Bidder and all correspondence/ drawings and documents relating to the bid exchanged by Bidder and NALCO shall be written in ENGLISH language. Any printed literature and supporting documents furnished by the Bidder written in another language should be accompanied by an ENGLISH translation. In case of any conflict, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

**6.2.2** In the event of submission of any document/ certificate/ Audited financial report by the bidder in a language other than English or Hindi, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by Indian Embassy/ Local Chamber of Commerce of Bidder's Country or any translator in India recognized/ authorized by Indian Embassy.

### **6.3 BID PARTS**

**6.3.1** Bid shall be submitted in two parts, i.e. un-priced bid (i.e., Techno-commercial bid) and price bid.

### **6.4 DOCUMENTS COMPRISING THE BIDS**

**6.4.1** Bidders are required to upload the Bid/ offer along with all supporting documents including Priced bid on the **E-Tendering website**. Electronic Bids (e-bid) in two parts i.e. PART-I (Techno-commercial part) & PART-II (Priced part) as detailed below shall be submitted in e-tendering portal in accordance with the instructions and terms & conditions of the Bidding Document.

#### **6.4.2 PART-I: TECHNO-COMMERCIAL/ UNPRICED BID:**

**6.4.2.1** The Part-I Bid should contain the following:

- (i) Scanned copy of Bid Security/ Earnest Money Deposit (refer to Cl. No. – 4(a) of IFB and 6.12 of ITB)
- (ii) Duly filled & signed Integrity Pact (refer Cl. No. – 16.13 of ITB)
- (iii) All Technical details, Drawings, Data Sheets, Catalogues/ Literatures, etc.
- (iv) Proof of credentials, past experience, financial standing, and all documents to fulfil the Bidder's Qualifying Criteria as asked for in the tender documents, etc.
- (v) All form and format dully filled in as per tender document including agreed terms & conditions.



- (vi) All certificates/ undertakings/ affidavits/ declaration required as per Tender Document
- (vii) Commercial details
- (viii) As a token of confirmation that prices are quoted in the requisite format strictly complying to the requirement, unpriced copy of the Bill of Quantity (without Price figures) as uploaded in the price bid, with prices against each Sl. No. being replaced by word "**quoted/ Not Quoted**", duly stamped and signed in the un-priced bid shall be uploaded along with the un-priced bid. in the BOQ and submit the same. The priced part of this BOQ shall be submitted in the price bid only.
- (ix) Itemized list with item description, HSN code, quantity, Unit of Measurement (UOM) but without price of items of BOQ (Annexure-XXVIII)
- (x) Tender document including Corrigendum/ Addendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance
- (xi) Self-declaration as per Bidding Form (as per Annexure-VI of ITB)
- (xii) Social Accountability SA:8000 Compliance Format
- (xiii) Bidder's Undertaking regarding "Procurement from a Bidder from a Country sharing Land Border with India" policy as per Order No. F.No. 6/18/2019-PPD, dated 23.07.2020 & OM Dated 08.02.2021 issued by Ministry of Finance (Deptt. of Expenditure) (as applicable in Annexure-V of ITB)
- (xiv) Bidder's Undertaking regarding "Public Procurement (Preference to Make-in-India) (PPP-MII) Order, 2017" policy dated 16.09.2020 & subsequent revisions thereof (as applicable in Annexure-VII of ITB). The certificate is to be issued by 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. The Certificate issued by CA must contain UDIN No. Local content percentage (%) certificate form the statutory auditor or cost auditor of the company or form a practicing cost accountant or practicing chartered accountant may be submitted.
- (xv) List of Partners/ Directors in the bidder company and a declaration that Partners/ Directors of the bidder company have no interest in any other bidders in respect of the same tender.
- (xvi) Affidavit on criminal proceedings/ cases (refer Cl. No. – 7.0 of IFB) and list of litigation history (refer Cl. No. – 8.0 of IFB).
- (xvii) Any other information/ details/ documents/ data required as per Bid Document.
- (xviii) In addition to above, in case the bidder is a Micro or Small Enterprise (MSE), then they shall submit Udyam Registration certificate. The Udyam Registration certificate shall be verified from GoI Udyam registration portal. Also, if the MSE is owned by SC/ST Entrepreneurs or MSE Owned by Women, the bidder shall furnish appropriate documentary evidence in this regard.
- (xix) Declaration by the bidder on their letter head as per Annexure-VIII of ITB, on the authenticity of documents/ information submitted.
- (xx) Bidder shall submit the details about engagement of Agents/ Middlemen/ Service Providers/ Intermediary/ Consultants and payments proposed to be made to them by the bidder as a part of the present bid.
- (xxi) Any other information required in the Bidding Documents or considered relevant by the bidder

**Note:** The above shall be uploaded in "**PREQUAL/ TECHNICAL**" folder in e-tendering portal.

#### 6.4.2.2 Submission of Documents in Original (BID SECURITY/EMD)

The Bid Security (EMD) or exemption certificate, in accordance with Cl. No. – 4(a) of IFB and 6.12 of ITB, shall be submitted in original on or before the bid due date and time for submission of Bids or any extension thereof as duly notified in writing by Owner, at the address mentioned in ITB.

**Note:** Scanned copy of Bid security must be uploaded in "**FEE FOLDER**" in e-tendering portal.



### 6.4.3 PART-II: PRICE BID

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

Along with the BOQ (priced excel sheet), a scanned document price bid/ BOQ (in '.pdf' format with price break up as per Annexure-XXVIII-A) has to be submitted in "FINANCE" folder in Bidder's own letterhead duly signed & stamped. The prices in both the formats (BOQ & Pdf) shall match for corresponding portions. Complete Price Bid uploaded anywhere else shall not be considered and shall make your offer liable for rejection. Price bid (BOQ & Pdf) not as per bid format (Annexure- XXVIII & XXVIII-A) shall also liable to be rejected.

**Note:** Part-II shall be uploaded in "FINANCE" folder in e-tendering portal

### 6.5 PREPARATION & SUBMISSION OF BIDS

**6.5.1** The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The name and position held by each person signing must be typed or printed below the signature. The person(s) signing the bid shall initial all pages of the bid, except for un-amended printed literature.

**6.5.2** Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents must be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid. The complete bid shall be without alterations, interlineations or erasures, except as may be necessary to correct errors made by the Bidder, in which case such corrections shall be rewritten & initialized by the person(s) signing the bid.

**6.5.3** The bids are to be submitted **online before the bid due date and time** through Central Public Procurement Portal (CPP Portal), by logging into website [www.eprocure.gov.in](http://www.eprocure.gov.in). The bidders can enroll themselves on the portal using the "Online Bidder Enrollment" tab. The use of Digital Signature Certificate (DSC) key is mandatory for e-tendering activities. Bidder should consider corrigendum published, if any, on the tender document before submitting their bids. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats.

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

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

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

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

Bidders are requested to follow the brief 'instruction for online bid submission in CPP portal' as placed at Annexure-IV to this ITB.

**6.5.4.1** The offers should be unambiguous, and complete information should be furnished in the offer. Incomplete / ambiguous offers will be rejected outright.

**6.5.4.2** Parties submitting tender on behalf of foreign Principals/ manufacturers must submit their tender along with authorisation letter from their respective Principals/ manufacturers to represent them in India. Offers received without a proper authorisation will be rejected

#### **6.5.5 On – line Offer:**

**6.5.5.1** Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues. The bidder must prepare all the required documents for Part – I – Un – priced Bids as mentioned at Para – 8.1.1 above and then upload the soft copies of the documents under Cover – 1 i.e. "Fee/PreQual/Technical" of CPP portal. However, wherever in the tender documents the bidder has been asked to submit the scanned copies of documents, the bidder shall upload the scanned copies of the documents under Cover – 1 i.e. "Fee/PreQual/Technical" folder of CPP portal.

**6.5.5.2** Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Price Bid (BOQ) as given in the tender in .xls format must be downloaded and saved at bidders' local PC / Laptop without any change. Bidders shall fill the required details/prices in BOQ, save it and upload the filled in BOQ in .xls format in the portal under Cover-2 i.e. "Finance" folder of CPP portal. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

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

**6.5.5.4** Please note that only online bids will be considered for evaluation of offers.

#### **6.5.6 Hard copy of Offer:**

##### **6.5.6.1 Indigenous vendor**

Indigenous bidders are requested to submit the offer strictly in online mode through Central Public procurement Portal (CPPP). For online submission of offer through CPPP, Indigenous bidders are requested to upload all documents in the portal. However, original copies of only EMD, Integrity pact and other declaration/certificates, etc. are required to be submitted in original in hard copy form in sealed envelope (Cover-1). **These documents should reach NALCO on or before the date and time of submission of tender (Un-priced bid).**

##### **6.5.6.2 Foreign vendor**

Foreign bidders are also requested to submit the online offer through Central Public procurement Portal (CPPP). For online submission of offer through CPPP, Foreign bidders are requested to upload all documents in the portal. However, original copies of only EMD, Integrity pact and other declaration/ certificates, etc. are required to be submitted in original in hard copy form in sealed envelope (Cover-1). **These**

**documents should reach NALCO on or before the date and time of submission of tender (Un-priced bid).**

**6.5.6.3** However, in case the foreign bidders do not possess Indian Digital Signature certificate (DSC), they are required to submit the hard copy of their offer. **The Hard Copy of offer shall be submitted so as to reach us on or before the date & time of submission of tender.** For consideration of hard copy offer for opening, the foreign bidders will be required to give a declaration to NALCO before the bid due date & time of tender submission that they do not possess requisite DSC and that their hard copy offer may be accepted.

**6.5.6.4** However, the hard copy of the bids submitted will be considered for opening under following circumstances.

- (a) In case of technical difficulty at Central Public Procurement Portal for which online offer could not be submitted.
- (b) In case of technical difficulty at Central Public Procurement Portal for which online bids could not be opened.

For consideration of hard copy offer for opening under situation (b) above, the bidders are requested to give separately a declaration that the hard copy offer submitted is identical to online offer submitted by them in CPP portal.

**6.5.6.5 Cover - 1:**

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

- (i) Original EMD (refer to Cl. No. – 4(a) of IFB and 6.12 of ITB)
- (ii) Original Integrity Pact - 2 Nos. (refer Cl. No. – 16.13 of ITB)
- (iii) Original copy of certificates/ undertakings/ affidavits/ declaration asked for in the tender.
- (iv) Original copy of any other information/details/documents/data required as per Bid Document
- (v) A certificate by the bidder stating that the hard copy of offer submitted is same as the on-line offer uploaded by them in CPP portal.
- (vi) Bidder's Undertaking regarding Local content percentage (%) certificate.
- (vii) Bidder's Undertaking regarding "Procurement from a Bidder from a Country sharing Land Border with India".

The Cover - 1 of the hard copy should be submitted in a sealed envelope clearly superscribed **"COVER-1 BID FOR WHEEL LOADER FOR MINES, NIT NO. – NBC/MM/510/8-1123/LOADER/GTE/2025"**.

**6.5.6.6 Cover - 2:**

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

- (i) All Technical details, Drawings, Data Sheets, Catalogues / Literatures etc.
- (ii) Proof of credentials, past experience, financial standing, and all documents to fulfil the Bidder's Qualifying Criteria as asked for in the tender documents etc.
- (iii) All form and format duly filled in as per tender document
- (iv) Commercial details
- (v) The Bill of Quantity (without Price figures). The bidder shall indicate "Quoted/ Not Quoted" against each Sl. No. in the BOQ and submit the same duly stamped and

signed in the un-priced bid. The priced part of this BOQ shall be submitted in the price bid only.

- (vi) Itemized list with item description, HSN code, quantity, UOM but without price of item of BOQ (Annexure-XXVIII)
- (vii) Tender document including Corrigendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance
- (viii) Any other information/details/documents/data required as per Bid Document.

The cover - 2 of the hard copy should be submitted in duly sealed envelope clearly super scribed **"COVER-2 BID FOR WHEEL LOADER FOR MINES, NIT NO. – NBC/MM/510/8-1123/LOADER/GTE/2025"**.

#### 6.5.6.7 **Cover - 3:**

email

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

The cover - 3 of the hard copy should be submitted in duly sealed envelope clearly super scribed **"COVER-3 BID FOR WHEEL LOADER FOR MINES, NIT NO. – NBC/MM/510/8-1123/LOADER/GTE/2025"**

#### 6.5.6.8 **Cover – 4:**

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

*The cover - 4 of the hard copy should be submitted clearly super scribed **"COVER – 4 BID FOR WHEEL LOADER FOR MINES, NIT NO. – NBC/MM/510/8-1123/LOADER/GTE/2025"***

- 6.5.6.9 All the 04 (Four) covers of the hard copy duly sealed in separate envelopes should be enclosed in a large envelope duly sealed and super scribed **"BID FOR WHEEL LOADER FOR MINES, NIT NO. – NBC/MM/510/8-1123/LOADER/GTE/2025"**.

6.5.7 NALCO shall not be responsible for any postal delay and/ or misplacement.

6.5.8 While sending the hard copy of offer, Foreign Bidders are required to submit their bids through their courier/ freight forwarding agents on free domicile shipment basis (where all the charges including Customs Duty are to be borne by the bidder) on free delivery to NALCO.

6.5.9 Bids/ Offers through E-mail or fax shall not be accepted.

**6.5.10** The bid submitted should be un-ambiguous and complete information should be furnished in the tender.

**6.5.11** NALCO reserves the right to extend Bid Opening Date. In case of extension of Bid Opening Date, the same shall be hosted in NALCO Website and CPP Portal. Special intimation shall be given to vendors who have shown interest in the tender by submitted acknowledgment letter. All rights and obligations of NALCO and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

## **6.6 LATE BIDS**

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

## **6.7 MODIFICATION AND WITHDRAWAL OF BIDS**

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

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

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the address mentioned. A withdrawal notice may also be sent by email but must be followed by a signed confirmation copy dated not later than the deadline for submission of bids.

**6.7.3** No bid (whether submitted on-line or off-line) shall be modified subsequent to the due date & time or extension, if any, for submission of bids. Bidder(s) to note that unsolicited price changes (including changes in taxes, duties mentioned & their applicability) after submission of bid shall not be allowed. In case any bidder gives unsolicited revised prices/ price implication, his bid shall be rejected and EMD/ Bid security submitted by the bidder shall be forfeited.

**6.7.4** No bid (whether submitted on-line or off-line) shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder. Withdrawal of a bid during this interval shall result in the forfeiture of Bidder's EMD and further action as per corporation (OWNER) policy.

## **6.8 MULTIPLE/ALTERNATIVE BIDS**

**6.8.1** A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder ~~or as a member of consortium~~) or indirectly (as a sub-contractor) failing which following actions shall be initiated:

- i) All bids submitted by such bidder (say 'A') either as a single bidder ~~or as a consortium~~, shall stand rejected and BID SECURITY, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.
- ii) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor, then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub-contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids.

Note: However, in case Owner has proposed a list of sub-contractors/ sub-vendors in the enquiry document itself which shall be common for all the bidders, the provision at (ii) above shall not be applicable. It is further clarified that:

- A sub-Contractor can be common to more than one Bidder, provided the sub-Contractor themselves are neither a Bidder nor a consortium member.
- Where an Enquiry has multiple Parts, the above condition shall be applicable individually for each Part, as if it is a separate Enquiry.

## 6.9 BID PRICES AND DISCOUNTS

**6.9.1** Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the BOQ/ Schedule of Rates/ Prices submitted by the bidder and accepted by Owner.

**6.9.2** Bidder shall quote all the items of Schedule of Rates/ Prices after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity is not specifically covered in description of item under 'BOQ/ Schedule of Rates/Prices' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the rates/ prices quoted shall be deemed to be inclusive of cost incurred for such activity.

**Note:** Scope of Work & Scope of Supply of Technical Section shall be read in conjunction with BOQ, Schedule of Prices and Preamble to Schedule of Prices.

**6.9.3** The quoted price for performance of the work & services pursuant to the Contract shall be deemed to be inclusive of all taxes, duties, levies and cess, etc. except "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST, applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable) in line with provisions of Special Conditions of Contract.

**6.9.4** Rates/ prices quoted by the bidder shall remain **FIRM, FIXED AND VALID** till the completion of the Works and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents.

## 6.10 CURRENCIES OF BID AND PAYMENT

**6.10.1** Unless otherwise specified in this bid document, Foreign bidders to quote prices in Single Foreign Currency preferably either in USD or GBP or CAD or EUR or CHF or JPY or NOK or AUD only or combination of Single Foreign Currency as above along with Indian Rupee i.e., INR/ ₹ and accordingly payment shall be made.

## 6.11 PERIOD OF VALIDITY OF BIDS

**6.11.1** Bids shall be kept valid for **6 (SIX) MONTHS** from the final bid submission due date. A bid valid for a shorter period may be considered as non-responsive and may liable for rejection.

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

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

**6.11.4** 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.

## 6.12 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):

**6.12.1** The Part-I Bid must be accompanied by Earnest Money Deposit for value as mentioned under Section-I of this bid document i.e., Notice Inviting Tender (NIT)/ Global Invitation For Bids (IFB).

**6.12.2** The EMD should be submitted in any of the following forms.

- (i) Bank Guarantee (BG) from banks acceptable to NALCO as per format of NALCO, valid for at least 30 days beyond the required validity of bid.

The BG should be furnished from any of NALCO approved Banks as per the list enclosed with the Bidding Document. The wording of BG should be as per proforma and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank. The issuing Bank should be advised to send a direct confirmation to NALCO, clearly indicating the Tender No., towards issue of BG.

## (ii) SFMS (STRUCTURED FINANCIAL MESSAGING SYSTEM)

Apart from hard copy submission of BGs, bank guarantee issued towards EMD/SD/CPBG/ABG, etc. it shall be preferred that same is also routed through SFMS (Structured Financial Messaging System) platform for Bank Guarantee issuance and Verification. The information/message (as per SFMS platform) shall be sent by BG issuing bank branch to Owner's Banker as per details below: -

Name	NALCO
Address of NALCO	NALCO Corporate Office, P-1, Nayapalli, Bhubaneswar 751013
e-Mail address	<a href="mailto:sbi.09817@sbi.co.in">sbi.09817@sbi.co.in</a>
PAN	AAACN7449M
Name of Bank	State Bank of India, SME Branch, NALCO Corp. Office Br., P-1, Nayapalli, Bhubaneswar-751013, Odisha (India)
Branch Code	09817
Current Account Number	10044880013
IFSC Code	SBIN0009817
MICR Code	751002020

BG issuance through SFMS 760COV to have

< Field 7035 > IFSC CODE SBIN0009817

< Field 7036 > STATE BANK OF INDIA, SME BRANCH, NALCO CORPORATE OFFICE, P-1, NAYAPALLI, BHUBANESWAR 751013;

< Field 7037 > NALCO A/C 10044880013

< Field 7038 > EMD OR ADVANCE BANK GUARANTEE (ABG) OR CONTRACT PERFORMANCE GUARANTEE (CPBG) (as applicable)

< Field 7039 > (Mention the Reference of Underlined Contract No. or RFQ/NIT No.)\*

email ID: [sbi.09817@sbi.co.in](mailto:sbi.09817@sbi.co.in)

**\*(Note: For bid security/ EMD, NIT No. NBC/MM/510/8-1123/LOADER/GTE/2025 need to be mentioned. After placement of contract, PO No. to be mentioned for ABG & CPBG in place of NIT No.)**

The BG for EMD shall remain un-discharged for such a period as may be specified for keeping the tender open. The validity of the EMD BG may have to be extended by the bidder on request of NALCO, till the tender is finalized.

- (iii) In the form of TT remittance/ online transfer - NEFT, RTGS, SWIFT. Details for RTGS Transaction/ E-Payment purpose are as below:

**(a) Indian Bidders**

IFSC: SBIN0009817

Current Account No.: 10044880013

Branch Code: 09817

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

Indian bidders submitting the EMD amount in INR should send the scanned copy of the duly filled in and signed Annexure-IX along with the scanned copy of Transaction Slip/ receipt of the Bank on the same day of payment by e-mail to [shweta.rani@nalcoindia.co.in](mailto:shweta.rani@nalcoindia.co.in) with copy marked to [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in).

**(b) Foreign/ Overseas Bidders**

Current Account No.: 10229910358

SBI SWIFT code: SBININBB119

Foreign bidders submitting the EMD in USD or EURO or JPY should send the scanned copy of the duly filled in and signed Annexure-X along with the scanned copy of SWIFT message of the Bank on the same day of payment by e-mail to [shweta.rani@nalcoindia.co.in](mailto:shweta.rani@nalcoindia.co.in) with copy marked to [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in).

- (iv) Account payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, etc. from a Commercial Bank. The proof of such transfer/ transaction needs to be submitted with the offer.

In case of bid security/ EMD in the form of Bank Guarantee (BG)/ Demand Draft (DD)/ Pay Order (PO), bidders shall also be required to submit the original DD/ BG/ PO to Owner/ NALCO, in sealed envelope, before the due date and time for submission of Bid, mentioned in the ITB or any extension thereof as duly notified in writing by Owner. If the Bidder fails to submit Bid Security (BG/ DD / PO) physically in original within the above cut-off date, his bid may be liable for rejection, irrespective of their status/ ranking in tender and notwithstanding the fact that a copy of Bid Security was earlier uploaded by the bidder on the e-tendering portal.

Bidder's name and Tender details shall be written on the back side of bid security/ EMD submitted in the form of DD/PO

**(v) EMD will not be accepted in cash.**

**6.12.3** In following conditions, exemption towards payment of EMD is acceptable.

- (i) The Public Sectors and Government agencies  
The Public sector/ Government agencies shall submit undertaking in their letter head to this effect that Public sector/ Government agencies are exempted from submitting Bid Security/ EMD.
- (ii) Micro & Small Enterprises (MSE) registered with NSIC/ District Industries Centres (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (for the product for which they are registered). Micro & Small Enterprises have Udyam Registration Number or as per notification, others for which specific exemption has been granted by NALCO.



- (iii) Start-Up bidders are also exempted from submitting EMD subject to submission of following:
  - (a) Bidders holding a valid certificate recognizing the bidder as Start-up as on date of issue of enquiry shall alone be eligible for EMD relaxation. Bidder shall submit Certificate of recognition towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry.
  - (b) Bidder shall submit an undertaking that Startup enterprise registration issued by DPIIT has neither been revoked nor the status of bidder as Start-up has been modified based on the definition specified in prevailing gazette notification by DPIIT.
  - (c) In case, a Start-Up bidder does not submit the requisite documents, as above, or submit invalid documents or fails to submit authenticated documents, such bidders shall not be considered eligible for relaxation for Startups specified in Bidding Document.

**6.12.4** Owner shall not pay any interest on Bid Security/EMD furnished. Further, in case bank guarantee submitted is found to be fake, bid of such bidder shall be rejected and may initiate action as deemed necessary as per Owner Policy including putting on suspension/ holiday/ negative list of Owner.

**6.12.5 Offers without EMD may be liable for rejection.**

**6.12.6** If the bidder, after submitting his tender, revokes the offer or modifies the terms & conditions thereof, in a manner not acceptable to the Purchaser, the EMD BG shall be liable to be forfeited/ enforced. In case the EMD has been paid in the form of Demand Draft/ Pay Order/ through e-payment, the EMD amount will not be refunded back in case of forfeiture of EMD.

**6.12.7 Returning of bid security/ EMD:**

- (i) After finalization of the tender, the EMD BG of unsuccessful tenderers will be returned.
- (ii) EMD of late bids or whose unpriced bids not opened or whose priced bids not opened, shall be returned after priced bid opening.
- (iii) However, in case Owner decides to cancel/ annul the Enquiry/ bidding document at any stage during the bidding process but before the award of work/ items (as applicable), EMD of the bidders shall be returned at the earliest date of such decision.
- (iv) In case the EMD was submitted in the form of Demand Draft/ Pay Order/ through e-payment, the EMD amount will be refunded through e-payment for which the bidders will have to submit the duly filled in Bank Mandate Form attached with the Tender Documents.
- (v) The EMD of successful bidder shall be returned after submission of Contract-cum-Performance Bank Guarantee.
- (vi) If the successful bidder accepts the order but fails to submit the CPBG, the EMD will be retained. In such case differential amount towards CPBG and EMD may be deducted from the bills of vendor, which shall be released after receipt of acceptable CPBG. In the event of non-execution of Order, the EMD will stand forfeited.

**6.12.8** The bid security shall be forfeited:

- (a) If the bidder submits multiple/ alternative bids; or
- (b) If the bidder suo-moto modifies the bid; or
- (c) Withdraws their bid during the period of bid validity; or
- (d) In case, during evaluation of bid, it is found that any forged or fake document has been furnished; or
- (e) If the successful bidder fails to:
  - (i) sign the Contract within reasonable time; and/or
  - (ii) furnish a CPBG; and/or
  - (iii) to accept arithmetical corrections.

**6.13 INTEGRITY PACT (IP):**

**6.13.1** The accompanying 'Integrity Pact' attached at **Annexure-XI** of Tender documents is to be executed in two (02) originals.

**6.13.2** The bidder must sign the Pre-Contract Integrity Pact duly filled in, signed, and stamped (from their side) (*preferably on a Plain A-4 Size Paper*) & submit the same along with un-priced bid, failing which offer shall be liable for rejection.

However, in case of non-submission of Integrity Pact along with the bid, an opportunity shall be given in the CQ to submit the IP, provided bidder has declared integrity pact submission confirmation in agreed terms & conditions.

**6.13.3** Integrity Pact shall be signed by the authorised signatory of the bidder. All the pages of the Integrity pact are to be signed by the bidder.

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

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

**6.13.5** The Bidders should not change the contents of the Integrity Pact.

**6.13.6** The two (2) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in **cover - 1 of the hard copy offer**. The scanned copy of the Integrity Pact is to be uploaded along with their On-line Part-I Bid.

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

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

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

- (i) Ms. Archana Ranjan IRS (Retd.), E-mail: [ranjan.archana@gmail.com](mailto:ranjan.archana@gmail.com),
- (ii) Dr. Meeran C Borwankar, IPS (Retd.), E-mail: [mcborwankar@gmail.com](mailto:mcborwankar@gmail.com),

**Note:**

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

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

## **7.0 OPENING OF BIDS**

**7.1** The Part-I Un-priced bid i.e., Techno-commercial Bid shall be opened on the date and time specified in the Notice Inviting Tender (NIT).

- 7.2 For Indigenous bidder**, the On-line Part-I Un-priced bid as well as the sealed Cover-1 of hard copy offer shall be opened on the bid opening due date and time as mentioned above. Only online bids will be considered for evaluation of offers.
- 7.3 For Foreign bidder**, the On-line Part-I Un-priced bid as well as the sealed Cover-1 of hard copy offer shall be opened on the bid opening due date and time as mentioned above. Also, the online bids will be considered for evaluation of offers. However, in case the foreign bidders submit the hard copy offer, then the sealed Cover-2 of hard copy offers as well as the sealed Cover-1 of hard copy offer shall be opened on the bid opening due date and time and shall be considered for evaluation.
- 7.4** Authorized representative of firms who have submitted valid tenders will be permitted to attend tender opening. However, **they must bring authorization letter along with identity proof while participating in bid opening**. The Bidder's representatives, who are present, shall sign a bid opening statement evidencing their attendance. Bidders, whose bids are not opened for any reason, will not be allowed to be present during bid opening. The Bidder(s) names and such other details as NALCO decides will be announced at the time of opening of un-priced bids.
- 7.5** In the event of extension of the due date, if any tenderer requests in writing before the tender due date for withdrawing of their tender (in hard copy) which they have submitted, the request will be agreed to and their tender can be returned. In case of e-tender/ on-line bids the vendor may withdraw their offer from the system.
- 7.6** In case of withdrawal of deviations to NIT specification, if any, bidder insists for revision in price before opening of price bid and Nalco agree for the same, the submission of price implication shall be in offline or physical mode from the bidder in a sealed envelope by hand/ mail or password protected file through e-mail within a stipulated time. The submission of price implication will be intimated for information to all other techno-commercially acceptable bidders.
- 7.7** In case of necessity due to post tender minor changes in specifications/ scope of work/ terms & conditions of NIT, etc. before price bid opening, corrigendum shall be issued regarding the changes to all concerned techno-commercially qualified bidders and they shall be permitted to submit the additional or take-off price w.r.t. original offered price, if any, in offline mode in sealed envelope by hand/ mail or password protected file through e-mail within a stipulated time.
- 7.8** The additional or take-off price submitted in offline mode by the bidders shall be opened and uploaded in CPP portal (preferably as part of techno-commercial evaluation summary while configuring price bid opening) before opening of original price bids for information of all the participating bidders. The evaluation will be done considering the original on-line price bid along with offline price implications.

## **8.0 EVALUATION AND COMPARISON OF BIDS**

- 8.1** Owner, by examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the Invitation for Bid (IFB). The determination will consider the bidder's financial and technical capabilities, particularly its contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder, pursuant to ITB as well as such other information as deems necessary and appropriate.

Notwithstanding anything stated anywhere else in the bidding documents, NALCO reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to the Owner.

**8.2** NALCO will carry out a detailed evaluation of the Techno-Commercial bids to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. To reach such a determination, NALCO will examine and compare the technical aspects of the bids based on the information supplied by the bidders, considering the following factors:

- (a) overall completeness and compliance with the Technical Specifications and Drawings; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- (b) Functional Guarantees: Bidders shall state the functional guarantees (e.g. performance, efficiency, power consumption, etc.) of the proposed equipment/facilities in response to the Technical Specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantee is specified in the Technical Specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified may be rejected.

Bidder may note that deviations, variations and additional conditions, etc. found anywhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of Bidding Documents. In case the Bidder refuses to withdraw deviations, implicit or explicit, found anywhere in the bid, without any financial implication whatsoever to the owner, the bid shall be rejected.

### **8.3 CONTACTING THE OWNER**

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

**8.3.2** Any efforts by a bidder to influence NALCO in its bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's offer.

### **8.4 CLARIFICATION REQUEST FROM BIDDER**

**8.4.1** A bidder may seek clarification regarding the Bidding Document provisions, bidding process and/ or rejection of his bid. Owner shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other persons not officially concerned with the bidding process.

**8.4.2** Notwithstanding Clause No. 8.4.1 of ITB, from the time of bid opening to the time of placement of Order, if a bidder wishes to contact Owner on any matter related to the bidding process, it shall be done so in writing only.

**8.4.3** Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information, which may result in rejection of Bid. However, Owner may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. Owner request for clarification and the response shall be in writing.

**8.4.4** No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by Owner in writing.

- 8.4.5** Any clarification submitted by a bidder that is not in response to a request by Owner shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- 8.4.6** If a bidder does not provide clarifications of its bid by the date and time set in Owner request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.
- 8.4.7** A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event NALCO will not open the Price Bid of the concerned bidder and his bid security shall be returned

## **8.5 PRICE IMPLICATION**

- 8.5.1** 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 and bidders shall be permitted to submit the price implication, if any, in offline mode in sealed envelope to the address mentioned in ITB, within stipulated time.
- 8.5.2** The price implication submitted in offline mode by the bidders shall be opened during Price Bid Opening for the techno-commercially acceptable bidders and will be uploaded in CPP portal after opening of original price bids. The evaluation will be done considering the original on-line price bid along with offline price implications, if any.

## **8.6 UNSOLICITED POST TENDER MODIFICATIONS**

- 8.6.1** Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations/ exceptions. Once quoted, the bidder shall not make any subsequent changes to both techno-commercial and price bid, whether resulting or arising out of any technical/ commercial clarifications sought on any deviations or exceptions mentioned in the bid. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Owner and are required to be withdrawn by him in favour of stipulation of the bidding document. Any unsolicited changes is likely to render the bid liable for rejection.

## **8.7 UNSOLICITED PRICE IMPLICATION**

- 8.7.1** When price implication is not specifically sought in writing from the bidder and the bidder on his own in response to CQ/TQ or any other reason submits the price implication, the same shall be treated as unsolicited price implication.
- 8.7.2** Un-conditional discount: Any unsolicited reduction/ discount in price offered by a bidder within the bid validity by way of discount or revised prices, after bid due date, shall not be considered and bid of such a bidder shall be rejected.
- 8.7.3** Unsolicited price increase: In the event of any unsolicited price increase sought by any bidder, after bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase.
- 8.7.4** In case, the unsolicited price increase is offered/ sought by the L1 bidder after priced bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the enquiry shall be re-floated.

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

**8.8.1** 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.

**8.8.2** 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.

## **9.0 OPENING OF PRICE BID**

**9.1** Priced Bid (Part-II) of only those bidders whose bids are determined to be technically and commercially acceptable by Owner shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening. However, **sealed Cover-3 of hard copy offer** shall be considered for opening subject to conditions as mentioned at Para-7.3 above.

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

## **10.0 CORRECTION OF ARITHMETICAL ERRORS**

**10.1** The bidder shall fill in the BOQ/ Schedule of Lumpsum Prices both in figures as well as in words in the Price Schedule forming part of the Bidding Documents. When there is a difference between the prices in figures and words, the price in words shall prevail.

**10.2** If there is a contradiction between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price will be corrected.

**10.3** If there is a contradiction between the total amount and the sum of total prices, the sum of the total prices shall prevail, and the total bid amount will be corrected.

**10.4** If there is a contradiction between the quoted lump sum price, and its separate break-up prices/ breakdown of the Lump Sum Price (if any), the quoted lump sum price shall prevail.

**10.5** Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with this Clause shall result in the rejection of the Bid and Bid Security, if applicable, shall be forfeited.

## **11.0 EVALUATION/ LOADING**

**11.1** All evaluation shall be made on landed and erected on destination basis including design and engineering, supply of equipment along with all accessories, standard tools, First fill of all lubricating Oils, First fill of all Hydraulic & Transmission Oils, 05 years Cost-Cap spares & consumables (excluding Optional attachments), etc. and all other erection, testing and commissioning charges & Pre-dispatch inspection charges (along with the taxes and duties



for the same) as per scope of supply & technical specifications attached with the tender documents.

- 11.2** Bid evaluation for bidders shall be done considering net of GST Rates and HSN quoted by the bidder. GST Rates and HSN quoted by the bidder(s) shall be treated as final and bids shall be evaluated accordingly. Any higher rate of tax invoiced shall be adjusted in price
- 11.3** To facilitate evaluation and comparison, NALCO will convert all bid prices of foreign Bidders expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on Bill selling exchange rate of SBI or reference rate of Financial Benchmarks India Pvt. Ltd. (FBIL) as set up by Reserve Bank of India (RBI) prevailing as on date of price bid opening.
- 11.4** In this case, bidders are required to submit costs for equipment, installation, commissioning, and cost-cap spares. **The L1 evaluation will be done by calculating the landed cost of all seven schedules (net of GST) with the Net Present Value (NPV) for cost cap prices to be incorporated for Schedule 4, 5, 6 & 7 into the assessment.**

Sl. No.	Schedule	Schedule Description
1	Schedule 1	Complete Supply of equipment along with accessories
2	Schedule 2	Erection & Commissioning Charges
3	Schedule 3	1 <sup>st</sup> Year cost cap prices ( <i>NPV not applicable as order for the 1<sup>st</sup> year cost cap spares &amp; consumables will be placed along with the main equipment</i> )
4	Schedule 4	2 <sup>nd</sup> Year cost cap prices (considering NPV factor @ 91.74% = $1/(1+0.09)^1$ )
5	Schedule 5	3 <sup>rd</sup> Year cost cap prices (considering NPV factor @ 84.17% = $1/(1+0.09)^2$ )
6	Schedule 6	4 <sup>th</sup> Year cost cap prices (considering NPV factor @ 77.22% = $1/(1+0.09)^3$ )
7	Schedule 7	5 <sup>th</sup> Year cost cap prices (considering NPV factor @ 70.84% = $1/(1+0.09)^4$ )

For evaluation purposes, the discounted rate towards calculation of NPV shall be @9.0% p.a. (i.e., MCLR of SBI as of April 2025 for 1-year tenor).

- 11.5** Supply prices shall be evaluated as follows:

(i) **IMPORTED SUPPLY**

1.	FOB Price	:	As quoted
2.	Add Ocean freight charges to any major Seaport in India (preferably through Kolkata or Visakhapatnam sea port)	:	Firm charges quoted*

<p><b>* Note:</b>  <i>Bidders are requested to quote for each individual line items as per BOQ. However, bidders can quote prices as follows so as to fulfil the requirement.</i>  <i>(a) Suppliers sole responsibility: As per DAP incoterm requirement, the bidder may mention DAP lumpsum value in FOB Price and confirm that the FOB price is inclusive of all prices as per DAP incoterm price basis. In such case, bidders may quote the values against ocean freight charges, stevedoring &amp; inland transportation as 'zero'.</i>  <i>In case a bidder mentions a lumpsum price in FOB price and other prices as 'zero' without any confirmation, it will be considered that the price quoted under FOB price as DAP incoterm price basis. Rectification/ modification at later stage (i.e., after expiry of bid submission period) will not be entertained.</i>  <i>(b) Multiple responsibility for supply: A foreign supplier may quote/ offer CFR incoterm price basis (import supplies) and may confirm that other onshore activities like stevedoring, port handling, customs clearance, inland transportation up to NALCO Bauxite Mines site to be carried out by their Indian dealer/ distributor/ agency, etc. In such cases the prices of on shore activity will be quoted in INR only.</i>  <i>(c) Bidder need to mention the type of cargo (i.e., break-bulk or containerised). In case of containerised, mention type, size and number of containers required.</i></p>		
3.	Sub -Total (CFR)	: 1+2
4.	Marine Insurance	: Suppliers scope
5.	Sub-total (CIF)	: 3+4
6.	Custom duty	: Nil (through EPCG/ CEPA)
7.	Social Welfare Surcharge (SWS)	: @10% on (6)
8.	Total including Custom Duty & SWS	: 5+6+7
9.	IGST	: Merit rate of IGST shall be considered on (8)
10.	Landed cost	: 8+9
11.	Stevedoring, Custom clearance, handling and transportation up to site, Damanjodi, Odisha	: As quoted #
<p><b># Note:</b>  <i>(a) Port activities like stevedoring, port handling, customs clearance, transportation up to NALCO Bauxite Mines site, etc. for the imported supplied equipment shall be done by the bidder or their authorised agency. Bidders need to quote firm prices accordingly and confirm along with their Part-1 bid.</i>  <i>(b) Customs duty payment, if any, or EPCG licencing shall be done by NALCO.</i>  <i>(c) Bidder need to check the best possible roadways/ highways route keeping into consideration any obstacle due to height, width or weight of the ODC consignment during inland transportation and statutory approvals/ clearance may be taken from competent authority/ body.</i></p>		
12.	Total Price	: 10+11
13.	Technical loadings, if any	: On FOB Supply Price
14.	Commercial loadings, if any	: On FOB Supply Price
15.	Total after loading	: 12+13+14
16.	Less, Input tax credit	: (-9)
17.	Total Comparable Price	: 15+16

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

(ii) **INDIGENOUS SUPPLY**

1.	FOT Dispatch Point	: As quoted
2.	Freight Charges	: As quoted
3.	Total Price	: 1+2
4.	IGST/ CGST & SGST	: As per merit rate on 3
5.	Total Landed Cost	: 3+4
6.	Insurance to be borne by Nalco	: @ 0.02% on (5)



7.	Technical loadings, if any	:	On FOT Dispatch point price
8.	Commercial loading, if any	:	On FOT Dispatch point price
9.	Total after loading	:	6+7+8
10.	Less, Input Tax Credit	:	(-4)
11.	Total Comparable Price	:	10+11

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

**11.6** Price loading on account of payments and other conditions required by various vendors will be based on following: -

- (i) Price loading on account of payment terms at variance with tender documents payment terms will be loaded @ 9% per annum for the relevant period.
- (ii) Any differential in taxes and duties will be cost loaded on case-to-case basis. If a vendor states that taxes/ duties are not applicable at present and will be charged as applicable at the time of delivery, then no advantage will be given.
- (iii) All cost loadings will be calculated on FOT dispatch point/ FOB prices.

## **12.0 AWARD CRITERIA**

**12.1** The Owner will award the order to the successful bidder(s) whose bid has been determined to be substantially responsive and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the Order.

**12.2** However, if in the opinion of Owner, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, Owner may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by Owner shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates/Prices to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price.

## **13.0 NOTIFICATION OF AWARD**

**13.1** Prior to the expiration of period of bid validity/ extended bid validity the Owner will notify the successful Bidder in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract.

## **14.0 CONTACT PERSON AND ADDRESS OF NALCO:**

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

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

## **15.0 PROCUREMENT FROM A BIDDER FROM A COUNTRY SHARING LAND BORDER WITH INDIA**

**15.1** Any Bidder (including its Collaborator/ Associate/ JV partner/ Consortium Member/ Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender or in any procurement whether of goods, services (including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (as specified).

- 15.2** Further, any bidder having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder/ entity is registered with the same competent authority
- 15.3** A bidder is permitted to procure raw materials, components, sub-assemblies, etc. from the vendors from the countries sharing land borders with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".
- 15.4** However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land borders with India, such vendors will be required to be registered with the Competent Authority.
- 15.5** Bidder shall refer the following on Procurement from "Bidders from a Country(ies) sharing land border with India". Accordingly, Bidders shall submit an undertaking/ certificate of compliance in the enclosed Annexure-V, otherwise offer of the bidder shall be REJECTED.
- 15.6** Competent authority shall be the Registration Committee constituted by the Department of Industry and Internal Trade (DPIIT), Government of India. Political and security clearance from the Ministries of External and Home Affairs respectively will be mandatory.
- 15.7** Such registration should be valid for the entire period of bid validity or any extension thereof till successful completion of contract. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.
- 15.8** "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 15.9** The beneficial owner for the purpose of 15.8 (d) above will be as under:
- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
  - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
  - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
  - Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 15.10** An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 15.11** The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 15.12** Bidder has to give undertaking as per Annexure-V of ITB.
- 16.0 PURCHASE PREFERENCE UNDER PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII) ORDER, 2017**
- 16.1** '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. Bidders offering imported products will fall under the category of non-local suppliers. They cannot claim themselves as Class-I local suppliers by claiming services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
- 16.2** 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement meet the minimum local content as prescribed for 'Class-I local supplier' under this Order.
- 16.3** '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. Minimum local content for "Class-I local supplier" shall be 50%.
- 16.4** Order means as specified under Public Procurement (Preference to Make in India) (PPP-MII) order 2017 dated 16.09.2020 & subsequent revisions thereof. In case of any ambiguity, the above order along with its subsequent revisions shall prevail.
- 16.5** Class-I local suppliers and Class-II local suppliers as defined in the policy for Public Procurement (Preference to Make in India) (PPP-MII) order, 2017 are eligible to quote.
- 16.6** Purchase Preference under Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017 is applicable and Bidder shall confirm its option to choose benefits against this policy.
- 16.6.1** Purchase preference shall be given to 'Class-I local supplier' only in procurements as specified here under.
- 16.6.2** 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)** 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.
  - (b)** 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.
  - (c)** 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)** Margin of Purchase Preference: The margin of purchase preference shall be 20%.

- 16.7** The 'Class-I local supplier'/ 'Class-II local supplier' as per this provision at the time of tender, bidding or solicitation shall be required to indicate percentage of local content & details of the location(s) of the local value addition, and also provide self-certification/ certificate from the Statutory Auditor or Cost Auditor or Practicing Cost Accountant or Chartered Accountant as per Annexure-VII to ITB, as applicable, depending on the value of procurement.
- 16.8** In case of offer value more than Rs.10 Crore, the 'Class-I local supplier' shall require providing a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 16.9** False declaration 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.
- 17.0 CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):**
- 17.1** The Supplier shall furnish a Contract-cum-Performance bank guarantee (CPBG) of 10% (ten percent) of Total Basic Contract value including amendment, if any, in NALCO's prescribed format (ref. enclosed Annexure-XIII) from any bank approved (Ref. enclosed Annexure-XVI) by NALCO towards guarantee/ warranty of all the equipment and components against trouble free operations up to guarantee/ warranty period with an additional claim period of three months. i.e., CPBG shall remain valid up to 3 months beyond guarantee/ warranty period.
- 17.2** The CPBG shall be submitted within 30 days from the effective date of contract. If supplier fails to submit CPBG after placement of order, the equivalent amount shall be recovered from their bill(s). Subject to any deduction which NALCO is authorized to make, CPBG shall be released after satisfactory completion of guarantee/ warranty period. On the breach of the contract by the supplier, CPBG shall be forfeited/ encashed whether the Company has suffered a loss on this account and purchase order shall be rescinded. Forfeiture/ encashment of CPBG does not prejudice NALCO's rights to make risk and cost purchases and recover damages on account of such risk and cost purchases.
- 17.3** The Bank guarantee submitted from within India towards Performance Security shall be issued on Non-Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher.
- 17.4** In case of guarantees issued by branches outside India for foreign banks, the bank guarantees shall be routed through the correspondent Bank in India (from any of the NALCO's approved bank) for due verification of signatures of the executant and lodgment of claim.
- 17.5** If the Bank Guarantee as stated above gets reduced/ deducted for reasons of non-fulfillment of any contractual obligation before commencement of guarantee period, the Contractor shall immediately act to increase the value of Bank Guarantee to 10% (ten percent) of the contract price, to cover his warranties.
- 17.6** The guarantee shall be valid for the entire period of the Contract, namely till the end of guarantee/ warranty period. The CPBG will be returned to the Contractor without any interest at the end of the warranty period subject to fulfillment of all contractual obligations by the Contractor **provided contractor/ supplier/ agency has submitted a CPBG for an amount equal to 3/5<sup>th</sup> of the offered cost cap value (3<sup>rd</sup> year, 4<sup>th</sup> year & 5<sup>th</sup>**

**year) for a period of 39 months (36 months, i.e., post-warranty period + 3 months grace period).**

- 17.7** If Contractor fails to submit CPBG after placement of award within the period stipulated, the EMD will be retained.
- 17.8** In the event of non-execution of order, the EMD shall stand forfeited.
- 17.9** **The BG towards O&M spares & consumables shall be submitted prior to return of the Contract cum Performance Bank Guarantee (CPBG) under the subject package.**
- 17.10** Secure SFMS need to be sent to buyer's bank towards confirmation of issuance of BG as detailed at clause no. 6.12.2(ii) above.

**17.11 TOTAL CONTRACT VALUE:**

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

- 17.12** Subject to any deduction which NALCO is authorized to make CPBG shall be released after satisfactory execution of the contract. On the breach of the contract by the Contractor, CPBG shall be forfeited/ encashed whether the company has suffered a loss on this account and Contract will be rescinded. Forfeiture/ encashment of CPBG does not prejudice NALCO's rights to make at risk and cost of Contractor and recover damages on account of such means at risk & cost of Contractor.

**18.0 EFFECTIVE DATE OF CONTRACT:**

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

**19.0 FINAL HANDING OVER:**

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

**20.0 CONFLICT OF INTEREST**

- 20.1** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of owner's interests.
- 20.2** In Techno-commercial Part-I bid, 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 furnish a **declaration** giving the names of other proprietorship concerns/ agencies/ partnership firm/ wholly owned or partly owned subsidiary/ Associate Companies/ Holding Companies/ Joint Venture Companies, etc., where they are having financial/ professional stakes or where they are members and shall also give a certificate, that no such firm/ agency/ Company is participating against the subject tender. **The declaration by bidder should be certified by a Chartered Accountant.**
- 20.3** 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/ partners in common as per Annual Report/ declaration submitted against the tender.
- b) Whether they directly or indirectly control(s) or is(are) under controlled by or is(are) under common control of another entity.
- c) Whether they have received any direct or indirect subsidy/ financial stake from any of them.
- d) Whether they have a relationship with each other, directly or through common third party(ies), 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)
- e) They have the same legal representative/agent for purposes of their bid.
- f) If bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity.
- g) Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid.
- h) If bidder participates in more than one bid in this bidding process.
- i) In the case of a holding company having more than one independent manufacturing unit, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to subsidiaries/ Associate Companies/ Holding Companies/ Joint Venture Companies, etc. Bidders must proactively declare such subsidiary/ Associate Companies/ Holding Companies/ Joint Venture Companies etc./ management units in same/ similar line of business.

**NOTE:**

- (i) *A principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one principal. There can be only one bid from the principal manufacturer directly or through an agent on his behalf. However, this shall not debar more than one Authorized distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or Standardized Certificate.*
- (ii) *For the purposes of this clause the term 'control' shall have the following meaning: "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.*
- (iii) *If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/ State Government.*
- (iv) *Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.*
- (v) *The bidders should note that the declaration(s) submitted by them duly certified by Chartered Accountant shall solely be considered for evaluation of their offer. No other document(s) submitted or references made, if any shall be considered for evaluation purpose.*

Sl. No.	Description	Bidders' confirmation
1	Confirm submission of declaration that the information/ document submitted against the tender are true and Bonafide as mentioned at Clause no 20.0 of ITB.	Yes / No
2	Bidders to confirm the following with regard to their relationship with other participating bidders in the Tender:	
(i)	Have you furnished a list of Directors/Partners and a declaration that such Directors/Partners have no interest in any other bidder in respect of the subject tender;	Yes / No
(ii)	Have you furnished a declaration giving names of other proprietorship concerns/ agencies/ partnership firm/ wholly owned or partly owned subsidiary/ Associate Companies/ Holding Companies/Joint Venture	Yes / No



Sl. No.	Description	Bidders' confirmation
	Companies, etc., where you are having financial/ professional stakes or where you are member and shall also give a certificate, that no such firm/ agency/ Company is participating against the subject tender	
(iii)	Whether you and any other participating bidder against the tender has Board of Directors/ Management/ Partners in common as per Annual Report/ declaration submitted against the tender	Yes / No
(iv)	Whether you have received any direct or indirect subsidy/ financial stake from any other participating bidder of the subject tender	Yes / No
(v)	Whether you have a relationship with any other participating bidder, directly or through common third parties, that puts you in a position to have access to information about or influence on the bid of another bidder	Yes / No
(vi)	whether you have participated in more than one bid in the bidding process	Yes / No
(vii)	Whether you and any other participating bidder have the same legal representative/ agent for the purpose of the tender 1w	Yes / No
(viii)	Whether you or any of your affiliates participated as consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid.	Yes / No
(ix)	In case you are a holding company having more than one independent manufacturing unit, or more than one unit having common business ownership/ management, kindly confirm that only one unit has submitted offer.	Yes / No
3	Similar restrictions would apply to subsidiaries/ Associate Companies/ Holding Companies/ Joint Venture Companies, etc. Bidders must proactively declare such subsidiaries/ Associate Companies/ Holding Companies/ Joint Venture Companies, etc./ management units in same/ similar line of business	Yes / No
4	Whether you have submitted Declaration(s) with respect to the above points at 22 (a) to (i) of ITB duly certified by Chartered Accountant which shall solely be considered for evaluation of offer. Please confirm.	Yes / No

## 21.0 SOCIAL ACCOUNTABILITY:

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



**Annexure-IV to ITB**

**INSTRUCTION FOR ONLINE BID SUBMISSION IN CPP PORTAL**

(as per CPP Portal):

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

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

**SEARCHING FOR TENDER DOCUMENTS**

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

**PREPARATION OF BIDS**

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers on which the bid documents must be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white options which help in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision for uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid and need not be uploaded repeatedly. This will lead to a reduction in the time required for bid submission process.

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

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder must digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder must select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the unprotected cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized people until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary must be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**Annexure-V to ITB**

(To be typed on bidder's letter head)

**BIDDER'S UNDERTAKING**

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

**From:**

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

Our Ref: ----- dated -----

**To,**

GM (Materials)  
NALCO Bhawan, P/1,  
Nayapalli,  
Bhubaneswar - 751013

**Bidding Document No.** NBC/MM/510/8-1123/LOADER/GTE/2025

**Item/Work:** Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)

Dear Sir,

I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I hereby certify that, we the Bidder M/s. \_\_\_\_\_ (Name of the Bidder) is:

1. Not from such a country ☐

2. If from such a country, has been registered with the Competent Authority: ☐

**Notes:** a) Bidder to tick appropriate option (✓) in either (1) or (2) above

b) In case of sl. no. (2) above, Bidder to attach evidence of valid registration by the Competent Authority.

I hereby certify that the Bidder fulfills all requirements in this regard and eligible to be considered.

Very truly yours,  
Signature (#):

Name of Bidder/Company: \_\_\_\_\_

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

Contact Person Mobile No.: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's Phone No.: \_\_\_\_\_

Bidder's E-mail: \_\_\_\_\_

**#Undertaking shall be signed by the authorized signatory of the Bidder.**

**Annexure-VI to ITB**

**SELF DECLARATION**

Bidder's declaration as furnished in the here shall supersede the stipulations mentioned elsewhere in their bid.

Sl. No.	DESCRIPTION	BIDDER'S DECLARATION
1	We confirm that we are not on suspension/ holiday/ negative list of Owner as on due date of submission of our bid.	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm
2	We confirm that we are not on suspension/banning list of or blacklisted by any other Central Government Department/ Central Public Sector as on due date of submission of bid. <i>(Note: In case this information is not provided or provided falsely, the bid shall be rejected. In case, this information is provided falsely irrespective of the Bidder's own perception/ Understanding on the matter, their Bid shall be rejected and shall be liable for necessary action as per the provisions of the Bidding document. If such false declaration comes into notice after the price Bid opening, and the Bidder happens to be recommended Bidder, the Enquiry shall be refloated and the Bidder shall not be allowed to participate in the Bidding process for that refloated Enquiry and if submitted, the same shall not be considered for further evaluation.)</i>	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm
3	Confirm that Bidder is not under Liquidation, court receivership or similar proceedings.	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm
4	We confirm that we are not involved in any Litigation/ Arbitration. (or) We confirm that the current Litigation/ Arbitration, in which bidder is involved, will not have any impact on work being tendered or in entering contract during the validity of offer and performing the contract till all the contractual obligations under contract are performed. <i>(Note: In case Bidder(s) affirms that present litigations/ arbitrations have impact on their obligations to perform the Contract or doesn't provide the affirmation as above, their bids shall be rejected.)</i>	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm Or <input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm
5	We confirm that the content of the Bidding Document including schedule of rates/ prices and Corrigendum/ Addendum (if any) have not been altered or modified.	<input type="checkbox"/> We confirm <input type="checkbox"/> We do not confirm

(Signature of Authorized person)

Full Name:

Designation:

Company Seal:

**Annexure-VII(A) to ITB**

**BIDDER'S DECLARATION UNDER PPP-MII ORDER, 2017**

"Public Procurement (Preference to Make-in-India) (PPP-MII) Order, 2017"

**From:**

\_\_\_\_\_

Our Ref: ----- dated -----

**To,**

GM (Materials)  
NALCO Bhawan, P/1,  
Nayapalli,  
Bhubaneswar - 751013

**Bidding Document No.** NBC/MM/510/8-1123/LOADER/GTE/2025

**Item/Work:** Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)

Dear Sir,

We, M/s. \_\_\_\_\_ <name of bidder> having its office at \_\_\_\_\_ <address> hereby confirm that we meet the mandatory minimum requirement of Local Content (LC) for Class-I local supplier / Class-II local supplier (~~strike out which is not applicable~~) under Public Procurement (Preference to Make in India), Order 2017 (PPP-MII, 2017) and the work / Item has/ shall have Local Content of \_\_\_\_\_ % of the local content.

The details of the location(s) at which the local value addition is/shall be made, is/are:

.....  
.....

We further confirm that in case we fail to meet the minimum local content/ domestic value addition, the same shall be treated as false information and Owner reserves the right to take appropriate action for debarment, etc. as per provision of the PPP-MII Order, 2017, and as more specifically mentioned in the Bidding/ RFQ document.

We also confirm that we are not debarred by any other procuring entity (GOI/PSU/PSE, etc.) or our debarment period is completed as on \_\_\_\_\_ <insert date>, and as such we are eligible to avail purchase preference under this Order.

Very truly yours,  
Signature (#):

Name of Bidder/Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Contact Person Mobile No.: \_\_\_\_\_  
Bidder's Address: \_\_\_\_\_  
Bidder's Phone No.: \_\_\_\_\_  
Bidder's E-mail: \_\_\_\_\_

**#Undertaking shall be signed by the authorized signatory of the Bidder.**

**Annexure-VII(B) to ITB**

**CERTIFICATE UNDER PPP-MII ORDER, 2017**

BY STATUTORY AUDITOR OR COST AUDITOR, OR PRACTICING COST ACCOUNTANT OR  
CHARTERED ACCOUNTANT, TOWARDS MANDATORY MINIMUM LOCAL CONTENT  
(FOR CLASS-I LOCAL SUPPLIER/ CLASS-II LOCAL SUPPLIER HAVING VALUE OF  
PROCUREMENT MORE THAN INR 10 CRORE)

**To,**  
GM (Materials)  
NALCO Bhawan, P/1,  
Nayapalli,  
Bhubaneswar - 751013

**Bidding Document No.** NBC/MM/510/8-1123/LOADER/GTE/2025

**Item/Work:** Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)

Dear Sir,

We, \_\_\_\_\_, the Statutory Auditor or Cost Auditor of the Company (in case of Companies) or are a practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier other than companies) of M/s. \_\_\_\_\_ *<name of bidder>* having its office at \_\_\_\_\_ *<address>*, hereby certify that as per definition specified in above policy, M/s. \_\_\_\_\_ *<name of bidder>* is a Class-I Local Supplier / Class-II Local Supplier *<as applicable>*

We further confirm that M/s \_\_\_\_\_ *<name of bidder>* meet the mandatory minimum Local content requirement specified for Class-I Local supplier/ Class-II Local supplier *<as applicable>* under Policy for Public Procurement (Preference to Make in India), Order 2017 (PPP-MII) for their offer for the above-mentioned Work/Item and has/ shall have local content of \_\_\_\_\_ %.

The details of the location(s) at which the local value addition is/shall be made, is/are:

.....  
.....

We further confirm that in case M/s. \_\_\_\_\_ *<name of bidder>* fail to meet the minimum local content/ domestic value addition, the same shall be treated as false information and Owner reserves the right to take appropriate action for debarment etc. as per provision of the PPP-MII Order, 2017, and as more specifically mentioned in the Bidding/ RFQ document.

We also confirm that M/s. \_\_\_\_\_ *<name of bidder>* is not debarred by any other procuring entity (GOI/PSU/PSE, etc.) or M/s. \_\_\_\_\_ *<name of bidder>* debarment period is completed as on \_\_\_\_\_ *<insert date>*, and as such M/s. \_\_\_\_\_ *<name of bidder>* is eligible to avail purchase preference under this Order.

\_\_\_\_\_  
Signature of certificate issuing authority

Place:  
Name :  
Date:  
Name of Audit Firm:  
Designation  
Seal :



**Annexure-VIII to ITB**

**BIDDER'S DECLARATION**

**AUTHENTICITY OF DOCUMENTS/ INFORMATION SUBMITTED**

**From:**

\_\_\_\_\_

\_\_\_\_\_

Our Ref: ----- dated -----

**To,**

GM (Materials)  
NALCO Bhawan, P/1,  
Nayapalli,  
Bhubaneswar - 751013

**Bidding Document No.** NBC/MM/510/8-1123/LOADER/GTE/2025

**Item/Work:** Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)

Dear Sir,

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

Very truly yours,  
Signature (#):

Name of Bidder/Company: \_\_\_\_\_

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

Contact Person Mobile No.: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's Phone No.: \_\_\_\_\_

Bidder's E-mail: \_\_\_\_\_

**#Undertaking shall be signed by the authorized signatory of the Bidder.**

**Annexure-IX to ITB**

**FORMAT FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)**

(For indigenous/ domestic bidders submitting EMD in INR)

**DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO.	NBC/MM/510/8-1123/LOADER/GTE/2025
2)	DATE	30/12/2025
3)	DESCRIPTION OF TENDER	Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m <sup>3</sup> (Cu.Mtr.) to 14 m <sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)
4)	EMD AMOUNT (IN RS)	INR 25,00,000/- (Rupees Twenty-Five Lakh Only).
5)	SBI CURRENT ACCOUNT	10044880013
6)	SBI BRANCH CODE	09817
7)	SBI IFSC CODE	SBIN0009817

**DETAILS TO BE FURNISHED BY BIDDER**

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

(Signature of Authorised person)

Full Name:

Designation:

Company Seal:

Indian bidders submitting the EMD in INR should send the scanned copy of the duly filled form along with the scanned copy of Transaction Slip/ receipt of the Bank on the same day of payment by e-mail to [shweta.rani@nalcoindia.co.in](mailto:shweta.rani@nalcoindia.co.in) with copy marked to [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in) .

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

The original copy of the duly filled in and signed format along with the Transaction Slip/ receipt should be submitted in cover - 1 of the hard copy offer.

**Annexure-X to ITB**

**FORMAT FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)**

(For foreign/ overseas bidders submitting EMD in Foreign Currency)

**DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO.	NBC/MM/510/8-1123/LOADER/GTE/2025
2)	DATE	30/12/2025
3)	DESCRIPTION OF TENDER	Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m <sup>3</sup> (Cu.Mtr.) to 14 m <sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)
4)	EMD AMOUNT	<b>USD 27,795.41</b> (US Dollar Twenty-Seven Thousand Seven Hundred Ninety-Five and Forty-One Cents only) or <b>EUR 23,601.18</b> (Euro Twenty-Three Thousand Six Hundred One and Eighteen Cents only) or <b>JPY 4,337,266</b> (Japanese Yen Four Million Three Hundred Thirty-Seven Thousand Two Hundred Sixty-Six only)
5)	SBI ACCOUNT NO.	10229910358
6)	SBI SWIFT CODE	SBININBB119

**DETAILS TO BE FURNISHED BY BIDDER**

1)	NAME OF THE BIDDER	
2)	NALCO VENDOR CODE	(FOR EXISTING VENDOR)
3)	AMOUNT DEPOSITED	
4)	DATE OF DEPOSIT	
5)	NAME OF BANK & BRANCH	

(Signature of Authorized person)

Full Name:

Designation:

Company Seal:

Foreign bidders submitting the EMD in USD or EURO or JPY should send the scanned copy of the duly filled form along with the scanned copy of **SWIFT message of the Bank** on the same day of payment by e-mail to [shweta.rani@nalcoindia.co.in](mailto:shweta.rani@nalcoindia.co.in) with copy marked to [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in) .

The bidders should upload the scanned copy of the duly filled in form along with the scanned copy of SWIFT message of the Bank with their On-line Part-I Bid.

The original copy of the duly filled in form along with the SWIFT message should be submitted in cover-1 of the hard copy offer.

**Annexure-XI to ITB**

**PRE-CONTRACT INTEGRITY PACT**

**General**

- 1 This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2026, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through **Mr. U R Mishra, GM(Materials)** (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ (company name) represented by Mr./Ms. \_\_\_\_\_ (person name), Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns ) of the Second Part.

WHEREAS the BUYER proposes to procure for **"Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)** and the BIDDER/ Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

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

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

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

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

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

6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will 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 with 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 the IEM the option to participate in such meetings.



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

**7 Facilitation of Investigation:**

7.1 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 with their original intentions.

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

12 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

For & on behalf of  
**BUYER**

For & on behalf of  
**BIDDER**

Name of the Officer:

Designation:

Company:

NALCO

Official Seal

Witness

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

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

Witness

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

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

**Annexure-XII to ITB**

**BID SECURING DECLARATION**

**From:**

\_\_\_\_\_

Our Ref: ----- dated -----

**To,**

GM (Materials)  
NALCO Bhawan, P/1,  
Nayapalli,  
Bhubaneswar - 751013

**Bidding Document No.** NBC/MM/510/8-1123/LOADER/GTE/2025

**Item/Work:** Supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) for Bauxite Mines at Nalco, Damanjodi, Odisha (India)

Dear Sir,

I/We the undersigned declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of Two Years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/ modified/ amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (*insert signature of person whose name and capacity are shown*) in the capacity of (*insert legal capacity of person signing the Bid Securing Declaration*) Name: (*insert complete name of person signing the Bid Securing Declaration*)

Duly authorized to sign the bid for an on behalf of (*insert complete name of Bidder*) Dated on \_\_\_\_\_ day of \_\_\_\_\_ (*insert date of signing*)  
Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

(Signature of Authorised person)  
Full Name:  
Designation:  
Company Seal:

## Annexure-XIII to ITB

### **CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/ CONTRACTOR**

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

B.G. No \_\_\_\_\_

Date \_\_\_\_\_

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its registered office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar, Khurda, Odisha-751013 (India) and Unit/ Office at \_\_\_\_\_ *<unit/ office address where the work will be executed>* (hereinafter called "the Company/Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with \_\_\_\_\_ *<name & address of contractor>*/ has placed a purchase order on \_\_\_\_\_ *<name & address of seller>* (hereinafter referred to as "Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for \_\_\_\_\_ *<work/ assignment description>* on the terms and conditions as set out inter alia, in the company Contract No./ P.O. No. \_\_\_\_\_ dated \_\_\_\_\_ *<if more than one order has been placed, all orders nos. are to be mentioned>* and various documents forming part thereof herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and whereas the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/ sub-contractors

AND WHEREAS one of the conditions of the "said contract" is that "contractor/seller shall furnish to the owner a Bank Guarantee from a bank for \_\_\_\_ % (\_\_\_\_\_ percent) *<both in figure and words need to be mentioned>* of the total value of the "said contract" against due and faithful performance of the "said contract" including defects liability obligations and the performance guarantee obligations of the contractor/seller for execution/supplies made under the "said contract".

2. We \_\_\_\_\_ *<name & registered address of the Bank>* Bank having its branch office at \_\_\_\_\_ *<address of branch office from where the bank guarantee is issued>* (hereinafter called "the Bank") do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a written demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms and conditions of the said Contract including defects liability obligations, in fulfilling the performance Guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms and conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to INR/Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) *<for amount other than Indian currency, the foreign currency & amount need to be mentioned>*.

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

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

payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled or until \_\_\_\_\_ *<claim expiry date>*, whichever is earlier.

5. We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee or until \_\_\_\_\_ *<claim expiry date>*, whichever is earlier.

6. We \_\_\_\_\_ Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor(s)/Order(s) or to extend time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s)/Seller(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed INR/Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) *<for amount other than Indian currency, the foreign currency & amount need to be mentioned>* and shall remain in force till \_\_\_\_\_ *<validity expiry date>* unless a written demand or claim under this guarantee is made on us within \_\_\_\_\_ *<claim expiry date (at least three months from the date of validity expiry)>*, we shall be discharged from all the liabilities under this guarantee.

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

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

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

Date: \_\_\_\_\_  
Corporate Seal of the Bank

\_\_\_\_\_ Bank  
by its constitutional Attorney.

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

Details of person issuing the BG:

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

Address for correspondence: \_\_\_\_\_

Telephone and Fax No.: \_\_\_\_\_

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

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

## Annexure-XIV to ITB

### **BANK GUARANTEE FOR ADVANCE PAYMENT**

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

B.G. No \_\_\_\_\_

Date \_\_\_\_\_

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its registered office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar, Khurda, Odisha-751013 (India) and Unit/ Office at Bauxite Mines, Damanjodi, Koraput, Odisha-763008 (India) (hereinafter called "the Company/Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs.(INR) \_\_\_\_\_ Only) to \_\_\_\_\_ *<name & address of contractor/ seller>* (hereinafter called the said "Contractor(s)/Seller(s)", which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) under the terms and conditions of the Contract No./ P.O. No. \_\_\_\_\_ dated \_\_\_\_\_ *<if more than one order has been placed by owner, all orders nos. need to be mentioned>* for \_\_\_\_\_ *<work/ assignment description>* on production of a bank guarantee equivalent to \_\_\_\_\_ *<win case of equivalent amount: 100% of advance amount need to be mentioned and in case of interest bearing amount: 110% of advance amount need to be mentioned>* of the advance payment indicated above.

2. We \_\_\_\_\_ *<name & registered address of the Bank>* Bank having its branch office at \_\_\_\_\_ *<address of branch office from where the bank guarantee is issued>* (hereinafter called "the Bank") do hereby undertake to pay the amount due and payable under this guarantee without any demure merely on a written demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/ Seller(s) of any of the terms or conditions contained in the said Contract(s)/Order(s) or by reason of the Contractor(s)/Seller(s) failure to perform the said Contract(s)/Order(s). Any such demand made on the bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR/Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) *<for amount other than Indian currency, the foreign currency & amount need to be mentioned>*.

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

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled or until \_\_\_\_\_ *<claim expiry date>*, whichever is earlier.

5. We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by

the said Contractor(s)/ Seller(s) and accordingly discharges this guarantee or until \_\_\_\_\_  
<claim expiry date>, whichever is earlier.

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

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

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

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

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

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

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

Details of person issuing the BG:

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



## Annexure-XV to ITB

### **PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

B.G. No \_\_\_\_\_

Date \_\_\_\_\_

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its registered office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar, Khurda, Odisha-751013 (India) (hereinafter called "the Company/Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued bidding document/tender paper vide its NIT/Tender No. \_\_\_\_\_ dated \_\_\_\_\_

< *bidding document/RFQ/NIT reference no.* > for \_\_\_\_\_  
< *work/ assignment description* > (hereinafter called "the said tender") to \_\_\_\_\_  
< *name & address of bidder* > (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 INR/Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) < *for amount other than Indian currency, the foreign currency & amount need to be mentioned* > towards earnest money in lieu of cash.

2. We \_\_\_\_\_ < *name & registered address of the Bank* > Bank having its branch office at \_\_\_\_\_ < *address of branch office from where the bank guarantee is issued* > (hereinafter called "the Bank") do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any terms and conditions contained in the said tender or failure to accept the letter of Intent/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR/Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) < *for amount other than Indian currency, the foreign currency & amount need to be mentioned* >.

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

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

5. We \_\_\_\_\_ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee or until \_\_\_\_\_ < *claim expiry date* >, whichever is earlier.



6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.

7. Notwithstanding anything contained herein before, our liability shall not exceed INR/Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) *<for amount other than Indian currency, the foreign currency & amount need to be mentioned>* and shall remain in force till \_\_\_\_\_ *<validity expiry date>* unless a demand or claim under this guarantee is made on us within \_\_\_\_\_ *<claim expiry date (at least three months from the date of validity expiry)>*, we shall be discharged from all the liability under this guarantee.

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

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

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

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

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

Details of person issuing the BG:

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

**LIST OF STANDARDIZED BANKS**

**List of PSU Banks**

Sl. No	Name of the Bank
1	Bank of Baroda
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank
5	Central Bank of India
6	Indian Bank
7	Punjab & Sind Bank
8	Punjab National Bank
9	State Bank of India
10	UCO Bank
11	Union Bank of India

**List of Private Banks**

Sl. No	Name of the Bank
1	HDFC Bank Ltd.
2	ICICI Bank Ltd.
3	Axis Bank Ltd.
4	Kotak Mahindra Bank Ltd.
5	Yes Bank
6	IndusInd Bank Ltd.
7	The Federal Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.
9	The South Indian Bank Ltd.
10	The Karur Vysya Bank Ltd.
11	The Karnataka Bank Ltd.
12	IDFC Bank
13	RBL Bank
14	Tamilnadu Mercantile Bank Ltd.
15	City Union Bank Ltd.
16	IDBI Bank

**List of Foreign Banks**

Sl. No	Name of the Bank	BIC
1	Abu Dhabi Commercial Bank Limited	ADCB AE AA
2	Australia & New Zealand Banking Group Limited	ANZB AU 3M
3	Bank of America NA	BOFA US 3N
4	Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM
5	Bank of Ceylon	BCEY LK LX
6	Barclays Bank PLC	BARC GB 22

Sl. No	Name of the Bank	BIC
7	BNP Paribas	BNPA FR PP
8	Citibank N.A.	CITI US 33
9	Commonwealth Bank of Australia	CTBA AU 2S
10	Credit Agricole Corporate & Investment Bank	BSUI FR PP
11	Credit Suisse AG	CRES CH ZZ
12	DBS Bank Ltd.	DBSS SG SG
13	Deutsche Bank AG	DEUT DE FF
14	Doha Bank	DOHB QA QA
15	FirstRand Bank Ltd.	FIRN ZA JJ
16	Industrial Bank of Korea	IBKO KR SE
17	Industrial & Commercial Bank of China Ltd.	ICBK CN BJ
18	JP Morgan Chase Bank	CHAS US 33
19	KEB Hana Bank	KOEX KR SE
20	Krung Thai Bank Public Company Ltd.	KRTH TH BK
21	Mashreqbank PSC	BOML AE AD
22	Mizuho Bank Ltd.	MHCB JP JT
23	National Australia Bank Ltd.	NATA AU 33
24	Sberbank	SABR RU MM
25	Shinhan Bank	SHBK KR SE
26	Societe Generale	SOGE FR PP
27	Sonali Bank Ltd.	BSO N BD DH
28	Standard Chartered Bank	SCBL GB 2L
29	Sumitomo Mitsui Banking Corporation	SMBC JP JT
30	The Bank of Nova Scotia	NOSC CA TT
31	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32	The Hongkong and Shanghai Banking Corp. Ltd.	HSBC HK HH
33	The Royal Bank of Scotland PLC	RBOS GB 2L
34	United Overseas Bank Ltd.	UOVB SG SG
35	Westpac Banking Corporation	WPAC AU 2F
36	Woori Bank	HVBK KR SE

Note: In the case of foreign currency BGs, issuing bank must have correspondent relationship with State Bank of India

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

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

Dear Sir,

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

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

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

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

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

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

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

**3. Particulars of Bank:**

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

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 ECS/RBI EFT/SBI NET.

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

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

**Signature of the vendor/Authorized Signatory**

**Certified that particulars furnished above are correct as per our records**

**Bank Stamp:**

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

**(Signature of the Authorized Official from the Banks)**

**Annexure-XVII to ITB**

**SOCIAL ACCOUNTABILITY 8000 COMPLIANCE FORMAT**

**A. Basic information**

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

**B. Information regarding Social Accountability**

- What is the minimum age required to join your organization? \_\_\_\_\_ Years
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
- Do you provide safe & healthy work environment as per statutory requirement? Yes/No
- If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No
- Are you certified for SA 8000? Yes/No  
*If yes, please submit a copy of SA8000 Certificate along with this filled up questionnaire*
- Have you undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No  
*If yes, please submit a copy of Code of Conduct Audit Report along with this filled-up questionnaire*
- Have your sub-suppliers been certified for SA 8000? Yes/No
- Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you provide safety training for your employees? Yes/No

- Do you ensure canteen facilities for your employees? Yes/No
  
- If not, do you get the facilities from NALCO Yes/No
  
- What types of medical benefits you provide to your employees?  


---

---

---
  
- Do you allow trade union and collective bargaining in your organization? Yes/No  
 If no, how do you ensure freedom of expression?  


---

---

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


---

---

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


---

---

---
  
- Do you provide appointment letters to your employees? Yes/No
  
- Do you maintain documented terms and conditions of employment? Yes/No
  
- Do you maintain a disciplinary procedure? Yes/No
  
- If not, how do you terminate your employee?  


---

---

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


---

---

---
  
- How many shifts you have? \_\_\_\_\_ shifts
  
- What is the official working time? \_\_\_\_\_ hours
  
- Which day is off day in your organization? \_\_\_\_\_
  
- In case, a person works in off day or holiday, how is he/she compensated?  


---

---

---
  
- Do you pay overtime to your employees as per law? Yes/No
  
- What is the lowest amount (salary/wage) you pay to your employees? Rs.\_\_\_\_\_-/-
  
- Is there any case of deduction in wage? Yes/No

- In case, it is yes, what are the general reasons for such deduction?  
\_\_\_\_\_
- Is there any apprentice period in your organization? Yes/No
- If yes, what is the apprentice period in your organization? \_\_\_\_\_
- Do you have any international certification Yes/No
- If yes, please specify  
\_\_\_\_\_  
\_\_\_\_\_
- Do you receive, handle or promote goods and/or services from supplier/ subcontractors or sub-suppliers Yes/No
- Do you receive, handle or promote goods and/or services from supplier/ subcontractors or sub-suppliers who are classified as home workers? Yes/No
- If yes, what steps have you taken to ensure that they get similar level of protection as afforded to directly employed employees?  
\_\_\_\_\_  
\_\_\_\_\_
- Have you taken care to look into issues related to child labor Forced labor, health & safety, working hours and remuneration of your suppliers Yes/No

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

We declare that the above-mentioned information is correct.

Signature:

Designation:

Date

Seal of the organization



## **SECTION - III**

### **STANDARD TERMS AND CONDITIONS OF PURCHASE (INDIGENOUS)**

**SECTION - III**

**STANDARD TERMS AND CONDITIONS OF PURCHASE  
(INDIGENOUS)**

**1. ACCEPTANCE OF ORDER:**

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

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

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

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

**4. PRICE(S):**

The Price mentioned in the Purchase Order will remain firm and fixed till complete execution of the Order unless otherwise specified elsewhere in the Order subject to no escalation whatsoever till complete execution of order. However statutory variations, if any in taxes, duties and levies during contractual delivery period only, may be considered against documentary evidence. NALCO will not pay any packing and forwarding charges or any other taxes, duties or levies that have not been specified in the Order.

Quotation shall be made on F.O.R Destination basis indicating separately the basic price, packing and forwarding charges, freight charges, discount, if any and applicable GST along with HSN/SAC code each indicated clearly and separately as per enclosed price bid format/ BOQ. Whenever the offered material is not subjected to GST, the applicable taxes and duties should be clearly and separately indicated. Transit Insurance shall be arranged by NALCO and hence this should be considered in the offer.

**5. INPUT TAX CREDIT:**

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

**6. DELIVERY AND LIQUIDATED DAMAGES:**

Delivery period is the essence of the contract and the materials should be dispatched within this time, failing which, NALCO without prejudice to its rights under the contract shall have the option either to recover liquidated damages (LD) for delayed deliveries for delayed deliveries @ ½% (half of one percent) of order value per week or part thereof subject to a maximum of 5% (five percent) of the undelivered portion/ the order value (if the item(s)

cannot be used unless full supply is made) or to cancel the Order and purchase the materials from alternative source at the risk and cost of the supplier. If the delay in delivery is due to Force Majeure, Purchaser shall be free to act in terms under Article 23 of the text.

Liquidated damages will be calculated based on contract/ supply order price of services/ materials excluding duties and taxes, where such duties/ taxes have been shown separately in contract/ supply order. LD shall be recovered along with applicable GST thereon.

**7. ALTERNATIVE ARRANGEMENTS:**

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

**8. TERMINATION:**

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

**9. INSPECTION-CHECKING-TESTING:**

In addition to any tests to be conducted by the Seller under the Contract or any applicable codes or standards, the Material(s) and workmanship covered by the Purchase Order are subject to inspection and/or testing by Inspector(s) (including Third Party Inspector(s)) at any time prior to shipment and/or dispatch and to final inspection within a reasonable time after arrival at Site. The Inspector(s) shall have the right to carry out the inspection and/or testing, which will include inspection and/or testing of the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual dispatch before and/or after completion of packing.

The materials shall be subject to inspection by Agencies as mentioned in the requisition and the Seller will also bear the expenses concerning preparation and rendering the tests required by such agencies as approved by Purchaser as may be required.

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

Before shipping or dispatching the equipment and/or materials will have to be checked and stamped by Inspectors. However, such inspectors are authorized also to forbid the use and dispatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements. The Seller shall not tender such rejected Material(s) for supply to NALCO, nor shall they incorporate the same in any Material(s) to be tendered for supply to NALCO.

The Seller will have to inform Purchaser at least eight days in advance of exact place, date and time of tendering the equipment or materials for required inspection and provide free

access to inspectors during normal working hours to Sellers or his/its sub vendor's works and place at their disposal all useful means of performing, checking, marking testing inspection and final stamping.

**10. PACKING:**

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

**11. CONSIGNEE:**

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

**12. TRANSIT INSURANCE:**

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

**13. DISPATCH INTIMATION:**

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

**14. E-WAY BILL (EWB):**

E-way bill and provisions contained therewith, which are covered under Sec 68 of the CGST Act, 2017 and Rule 138 made there under, shall be the responsibility of the supplier.

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

**16. BANK CHARGES:**

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

**17. BILLING:**

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

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

DUPLICATE COPY OF TAX INVOICE (TRANSPORTER COPY) SHOULD BE SENT ALONG WITH CONSIGNMENT TO THE CONSIGNEE FOR AVAILING INPUT TAX CREDIT.

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

**19. WARRANTY:**

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

Checking Seller's drawings by the Purchaser/ Purchaser's representative and their approval and permission to ship or dispatch the equipment and materials granted by inspectors shall not relieve the Seller from any part of this/ its responsibilities of proper fulfillment of the requirement.

If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time prior to twelve (12) months from the date of putting into use, or eighteen (18) months from the date of dispatch, whichever period shall first expire, and the Seller is notified thereof. Seller shall, at their own expense and as promptly as possible make such alternations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and fulfill the foregoing guarantees. Purchaser may, at its option, remove such defective materials, at Seller's expense, in which event Seller shall without cost to Purchaser and as promptly as possible furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed for a period of not less than eighteen (18) months from the date of shipment.

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

**20. 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 shall pay to the Purchaser on demand the balance remaining due.

**21. DELAYS AND NON-CONFORMANCE:**

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

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

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

The Vendor shall at its own risk and cost remove any rejected material(s) from the Site after suitable replacement of the materials. In case of plant, machinery, equipment, parts or components which have been installed, the vendor shall dismantle and remove the same from the Site subject to the following:

- i) The vendor shall furnish a bank guarantee to NALCO from NALCO approved banks for equivalent amount.
- ii) The vendor shall undertake to replace the rejected Material(s) with other material(s) conforming to the Vendor's guarantees aforesaid applicable thereto.

The fact of goods having been inspected by the Purchaser before receipt at Project Site shall not affect the Purchaser's right to reject non-confirming goods in any way. Besides, the Purchaser shall have the right to recover actual expenses incurred by Purchaser in installing and removing the non-confirming goods in case the vendor fails to dismantle and/or remove any rejected Material(s) from the Project Site within the time specified.

## **22. ARBITRATION:**

All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning this contract or the execution or maintenance thereof of the contract or the rights touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, before closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For appointing the sole Arbitrator referred to above, the Appointing Authority i.e. Chairman cum Managing Director, NALCO, will send within thirty days of receipt of the notice, to the seller a panel of three names of persons.

The seller shall on receipt of the names as referred select any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The appointing Authority shall there upon without any delay appoint the said person as the sole Arbitrator. If the seller fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the appointed Arbitrator is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever, sole Arbitrators shall be appointed as aforesaid. The work under the contract shall, however, continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give reasoned and speaking awards.

The seat 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.

The fees, if there are any, for the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both parties.

Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or 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.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises, the above stipulations shall not apply, the provisions DPE office memorandum No.4(1)/2013-DPE(PMA)/FTS-1835 dated 11th April 2017 or its amendments for arbitration shall be applicable.

## **23. JURISDICTION & GOVERNING LAWS:**

The contract shall be governed by and construed according to the laws in force in India. For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of direct courts in the respective areas in the State of ODISHA (India) only.

## **24. FORCE MAJEURE**

Any delay or failure to fulfil the contract by either party caused by following events shall not be considered as default for the performance of the contract or give rise to any claim for damage:

- a) Acts of God (like earthquakes, floods, tsunami, storms, hurricanes/ typhoons or other natural disaster etc.)
- b) Act of terrorism
- c) Act of states/ government, any direction or restriction imposed by the Government of India which may affect the contract
- d) Riot, war, invasion, act of foreign enemies, hostilities (whether war declared or not), national emergencies, civil war, rebellion, revolution, insurrection of military or usurped power.
- e) Ionizing radiation or contamination, radioactivity from any nuclear fuel/nuclear waste from reaction of nuclear fuel or any other hazardous radioactivity.
- f) Epidemics, fire, major power cuts for a consecutive minimum period of 30 days
- g) Freight embargoes, strikes at national/ statewide level (for more than 10 consecutive days) where the supplier's work is located.



Within 10 days of occurrence and cessation of the event(s), the other party shall be notified with certificate issued by Chamber of Commerce or statutory authorities. It is understood that delivery dates will be extended only for the above-mentioned impediments. The decision of the Owner regarding this shall be final and binding on Seller. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

In the event of Force Majeure, Seller shall bear any costs incurred by it resulting there from. The Seller affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.

If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

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

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

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

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

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

**29. LIMITATION OF LIABILITY:**

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.

**30. PART ORDER:**

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

**31. REPEAT ORDER:**

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

**32. CONFIDENTIALITY OF TECHNICAL INFORMATION:**

Drawing, specifications and details specifically developed for NALCO shall be the property of NALCO and shall be returned by the Seller on demand. The Seller shall not make use of drawings and specification for any purpose at any time saved except for the purpose of

NALCO. The Seller shall not disclose the technical information furnished to or gained by the Seller or by virtue of or because of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Seller by NALCO shall always remain the absolute property of NALCO. Imparting of any confidential information by the Seller will be breach of contract.

**33. IMMUNITY TO GOVERNMENT OF INDIA:**

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

**34. COMPLETE AGREEMENT:**

The Terms and conditions of the Purchase Order and other annexures to the purchase order constitute the entire Agreement between the Seller and NALCO in relation to the purchase order. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of NALCO and the Seller.

**35. NON-WAIVER:**

Failure of the Purchaser/Purchaser's representatives to insist upon performance of any of the terms of conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Seller in the event of breach, or the acceptance of, or payment of 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 Purchaser/Purchaser'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.

**36. WEIGHTS AND MEASUREMENTS:**

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

**37. GST CLAUSE:**

- 35.1 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.

- 35.2 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-updating 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.
- 35.3 Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by NALCO if the same is within the permissible time limit as per the respective taxation laws and permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
- 35.4 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.
- 35.5 In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e., payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case contractors do not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- 35.6 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.
- 35.7 To enable NALCO to avail of 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.
- 35.8 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.
- 35.9 In case NALCO cannot take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG, etc.).
- 35.10 Seller shall be responsible for indemnifying NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time, etc.
- 35.11 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.
- 35.12 **Tax deduction at source (TDS) under GST**

As per section 51 of CGST Act 2017, Nalco shall deduct at source TDS @1% CGST & @1% SGST for intrastate 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/-.

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

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

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

**39. REVISIONS, CHANGES AND CANCELLATION:**

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

**40. BILL OF MATERIAL(S):**

Where the price of Material(s) is a lump sum price and pro-rata payment is envisaged in the Purchase Order, the Seller shall within 60 (sixty) days of the issue of the Purchase Order furnish to NALCO for approval, a priced and detailed Bill of Material(s)/ Billing Schedule as required covering all Material(s), which shall conform to the price break-up and Total Order Value given in the Purchase Order. The Bill of Material(s) operates as the Billing Schedule for payment of the price of the Material(s). In preparing the Bill of Material(s), the Seller shall ensure that all contracted Material(s) are included in the Bill of Material(s) to ensure that NALCO is not required, due to any oversight or omission, to pay any taxes and duties on a value more than the total Value indicated in the order. Should NALCO be required to pay taxes or duties on account of such oversight or omission, the Seller shall reimburse such excess payments to NALCO.

**41. SELLER DATA REQUIREMENTS:**

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

**42. SELLERS' SALES CONDITIONS:**

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

**43. NON-ASSIGNMENT:**

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

**44. SPARE PARTS:**

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

**45. RESPECT FOR DELIVERY DATES:**

Time of delivery mentioned in the Purchase Order shall be essence of the agreement and no variation shall be permitted except with prior authorization in writing from the Purchaser. Goods should be delivered securely packed and in good order and condition, at the place and within the time specified in the Purchase Order for their delivery.

**46. ORDER OF PRECEDENCE:**

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

**47. OIL & LUBRICANTS:**

The first filling of oils and lubricants for all equipment shall be included in the price, if asked for. The Seller shall also recommend the quality and quantity of oils and lubricants required for one year's continuous operation, if asked for.

**48.** The special Terms and Conditions, if any, stipulated in the tender will supersede those in standard terms & conditions of Purchase (Indigenous) in case of any conflicting provisions.

## **SECTION - IV**

### **STANDARD TERMS AND CONDITIONS OF PURCHASE (IMPORTS)**

**SECTION - IV**

**STANDARD TERMS AND CONDITIONS OF PURCHASE  
(IMPORTS)**

**1. ACCEPTANCE OF ORDER:**

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

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

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

**3. PRICES:**

**3.1 FIRM PRICE:**

Seller shall confirm that quoted prices in any form shall be firm and subject to no escalation whatsoever till complete execution of order.

**3.2 TRANSIT INSURANCE:**

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

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

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

**3.4 Prices should be quoted on FOB seaport or on FCA/FOB seaport of exit basis inclusive of charges for documentation, packing and forwarding, if any. Freight charges from the port of**



dispatch to any major Sea port in India (preferably through Kolkata or Visakhapatnam–sea port) should be indicated clearly and separately. Wherever packing and forwarding charges are not specifically indicated, same should be considered as included in the quoted FOB/FCA price.

**4. PAYMENT TERMS:**

Unless specifically asked for and agreed between the parties for any other payment terms full payment to the Seller shall be made through an irrevocable Letter of Credit (LC). In case, the Seller desires to get the Letter of Credit confirmed, confirmation charges will be borne by the Seller. The Seller shall furnish a contract cum performance bank guarantee in the prescribed proforma for the agreed value indicated and valid for the warranty period vide clause 14 as well as for liquidated damage for Delayed Deliveries vide clause 8.2 hereof.

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

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

Any other payment terms, e.g., on Cash Against Documents (CAD) basis, will be applicable only if mutually agreed upon.

**5. SELLERS' SALES CONDITIONS:**

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

**6. COMPLETE AGREEMENT:**

The Terms and conditions of the Purchase Order and other annexures to the purchase order constitute the entire Agreement between the Seller and NALCO in relation to the purchase order. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of NALCO and the Seller.

**7. IMPORT LICENSE:**

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

**8. DELIVERY AND DELAYS:**

**8.1. CONTRACTUAL DELIVERY DATE:**

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

**8.2 LIQUIDATED DAMAGES (LD) FOR DELAYED DELIVERY:**

In the event of delay on the part of the Seller in effecting deliveries as agreed contractually, Purchaser will recover liquidated damages for delayed deliveries @ ½% (half of one percent) of total FOB value per week of delay or part thereof, subject to a maximum of 5% (five percent) of undelivered portion/ total FOB value (if the item(s) cannot be used unless full supply is made) or to cancel the Order and purchase the materials from alternative source at

the risk and cost of the supplier. If the delay in delivery is due to Force Majeure, Purchaser shall be free to act in terms under Article 8.3 of the text.

### 8.3 CAUSES OF FORCE MAJEURE:

Any delay or failure to fulfil the contract by either party caused by following events shall not be considered as default for the performance of the contract or give rise to any claim for damage:

- a) Acts of God (like earthquakes, floods, tsunami, storms, hurricanes/ typhoons or other natural disaster, etc.)
- b) Act of terrorism
- c) Act of states/ government, any direction or restriction imposed by the Government of India which may affect the contract
- d) Riot, war, invasion, act of foreign enemies, hostilities (whether war declared or not), national emergencies, civil war, rebellion, revolution, insurrection of military or usurped power.
- e) Ionizing radiation or contamination, radioactivity from any nuclear fuel/ nuclear waste from reaction of nuclear fuel or any other hazardous radioactivity.
- f) Epidemics, fire, major power cuts for a consecutive minimum period of 30 days
- g) Freight embargoes, strikes at National/ statewide level (for more than 10 consecutive days) where the supplier's work is located.

Within 10 days of occurrence and cessation of the event(s), the other party shall be notified with certificate issued by Chamber of Commerce or statutory authorities. It is understood that delivery dates will be extended only for the above-mentioned impediments. The decision of the Owner regarding this shall be final and binding on Seller. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

In the event of Force Majeure, Seller shall bear any costs incurred by it resulting there from. The Seller affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.

If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

### 9. DELAYS AND NON-CONFORMANCE:

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

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

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

The Vendor shall at its own risk and cost remove any rejected material(s) from the Site after suitable replacement of the materials. In case of plant, machinery, equipment, parts or

components which have been installed, the vendor shall dismantle and remove the same from the Site subject to the following:

- i) The vendor shall furnish a bank guarantee to NALCO from NALCO approved banks for equivalent amount.
- ii) The vendor shall undertake to replace the rejected Material(s) with other material(s) conforming to the Vendor's guarantees aforesaid applicable thereto.

The fact of goods having been inspected by the Purchaser before receipt at Project Site shall not affect the Purchaser's right to reject non-confirming goods in any way. Besides, the Purchaser shall have the right to recover actual expenses incurred by Purchaser in installing and removing the non-confirming goods in case the vendor fails to dismantle and/or remove any rejected Material(s) from the Project Site within the time specified.

#### **10. ALTERNATIVE ARRANGEMENTS:**

If the Seller fails to fulfill the terms and conditions of the order, NALCO shall have the right to procure the materials from any other party for execution/ completion of the contract and recover from Seller all charges/ expenses/ losses/ damage 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.

#### **11. TERMINATION:**

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.

#### **12. INSPECTION-CHECKING-TESTING:**

In addition to any tests to be conducted by the Seller under the Contract or any applicable codes or standards, the Material(s) and workmanship covered by the Purchase Order are subject to inspection and/or testing by Inspector(s) (including Third Party Inspector(s)) at any time prior to shipment and/or dispatch and to final inspection within a reasonable time after arrival at Site. The Inspector(s) shall have the right to carry out the inspection and/or testing, which will include inspection and/or testing of the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual dispatch before and/or after completion of packing.

The materials shall be subject to inspection by Agencies as mentioned in the requisition and the Seller will also bear the expenses concerning preparation and rendering the tests required by such agencies as approved by Purchaser as may be required.

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

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

with the specifications, codes and testing requirements. The Seller shall not tender such rejected Material(s) for supply to NALCO, nor shall they incorporate the same in any Material(s) to be tendered for supply to NALCO.

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

### **13. REVISIONS, CHANGES AND CANCELLATION:**

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

### **14. WARRANTIES/ GUARANTEES:**

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

Checking Seller's drawings by the Purchaser/ Purchaser's representative and their approval and permission to ship or dispatch the equipment and materials granted by inspectors shall not relieve the Seller from any part of this/ its responsibilities of proper fulfillment of the requirement.

If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time prior to twelve (12) months from the date of putting into use, or twenty (20) months from the date of last shipment, whichever period shall first expire, and the Seller is notified thereof. Seller shall, at their own expense and as promptly as possible make such alternations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and fulfill the foregoing guarantees. Purchaser may, at its option, remove such defective materials, at Seller's expense, in which event Seller shall without cost to Purchaser and as promptly as possible furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed for a period of not less than twenty (20) months from the date of shipment.

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

**15. NON-ASSIGNMENT:**

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

**16. PACKING, MARKING & SHIPMENT:**

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

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

**17. WEIGHTS AND MEASUREMENTS:**

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

**18. SPARE PARTS:**

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

**19. RESPECT FOR DELIVERY DATES:**

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

**20. PART ORDER:**

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

**21. REPEAT ORDER:**

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

**22. 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 shall pay to the Purchaser on demand the balance remaining due.

**23. NON-WAIVER:**

Failure of the Purchaser/ Purchaser's representatives to insist upon performance of any of the terms of conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Seller in the event of breach, or the acceptance of, or payment of 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 Purchaser/ Purchaser'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.

**24. CONFIDENTIALITY OF TECHNICAL INFORMATION:**

Drawing, specifications and details specifically developed for NALCO shall be the property of NALCO and shall be returned by the Seller on demand. The Seller shall not make use of drawings and specification for any purpose at any time saved except for the purpose of NALCO. The Seller shall not disclose the technical information furnished to or gained by the Seller or by virtue of or because of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept confidential. The technical information imparted and supplied to the Seller by NALCO shall always remain the absolute property of NALCO. Imparting of any confidential information by the Seller will be breach of contract.

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

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

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

**26. SELLER DATA REQUIREMENTS:**

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

**27. ORDER OF PRECEDENCE:**

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

**28. ARBITRATION:**

All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning this contract or the execution or maintenance thereof of the



contract or the rights touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, before closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For appointing the sole Arbitrator referred to above, the Appointing Authority i.e. Chairman cum Managing Director, NALCO, will send within thirty days of receipt of the notice, to the seller a panel of three names of persons.

The seller shall on receipt of the names as referred select any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The appointing Authority shall there upon without any delay appoint the said person as the sole Arbitrator. If the seller fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the appointed Arbitrator is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever, sole Arbitrators shall be appointed as aforesaid. The work under the contract shall, however, continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give reasoned and speaking awards.

The seat 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.

The fees, if there are any, for the Arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both parties.

Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or 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.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises, the above stipulations shall not apply, the provisions DPE office memorandum No.4(1)/2013-DPE(PMA)/FTS-1835 dated 11th April 2017 or its amendments for arbitration shall be applicable.

## **Foreign Arbitration:**

The Arbitration and Conciliation Act 1996 have provisions for international commercial arbitration, which shall be applicable if one of the parties has its central management and control in any foreign country.



When the contract is with a foreign supplier, the supplier has the option to choose either the Indian Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules.

The venue of arbitration should be in accordance with UNCITRAL or arbitration rules of India, whereby it may be in India or in any neutral country.

**29. JURISDICTION & GOVERNING LAWS:**

The contract shall be governed by and construed according to the laws in force in India. For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of direct courts in the respective areas in the State of ODISHA (India) only.

**30. IMMUNITY TO GOVERNMENT OF INDIA:**

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

**31. GENERAL:**

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

**32. LIMITATION OF LIABILITY:**

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.

**33. BILL OF MATERIAL(S):**

Where the price of Material(s) is a lumpsum price and pro-rata payment is envisaged in the Purchase Order, the Seller shall within 60 (sixty) days of the issue of the Purchase Order furnish to NALCO for approval, a priced and detailed Bill of Material(s)/Billing Schedule as required covering all Material(s), which shall conform to the price break-up and Total Order Value given in the Purchase Order. The Bill of Material(s) operates as the Billing Schedule for payment of the price of the Material(s). In preparing the Bill of Material(s), the Seller shall ensure that all contracted Material(s) are included in the Bill of Material(s) to ensure that NALCO is not required, due to any oversight or omission, to pay any taxes and duties on a

value more than the total Value indicated in the order. Should NALCO be required to pay taxes or duties on account of such oversight or omission, the Seller shall reimburse such excess payments to NALCO.

**34. OIL & LUBRICANTS:**

The first filling of oils and lubricants for all equipment shall be included in the price, if asked for. The Seller shall also recommend the quality and quantity of oils and lubricants required for one year's continuous operation, if asked for.

- 35.** The special Terms and Conditions, if any, stipulated in the tender will supersede those in standard terms & conditions of Purchase (Import) in case of any conflicting provisions.

## **SECTION - V**

### **SPECIAL CONDITION OF CONTRACT (SCC)**

**SECTION - V**

**SPECIAL CONDITION OF CONTRACT (SCC)**

**1.0 GENERAL**

- 1.1** Read in conjunction with other provision: Special Conditions of Contract (SCC) shall be read in conjunction with the Instructions to Bidders (ITB), Standard Terms & Conditions of Purchase (Indigenous & Import), Terms & Conditions for Erection, Testing, Commissioning at Site, Schedule of Rates/Schedule of Prices (SOR/SOP), specification of work, Drawings, General Conditions of Contract (GCC) and any other document forming part of this Contract wherever the context so require.
- 1.2 Every part Supplementary:** Notwithstanding the sub-division of the document into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3** Standard Terms & Conditions of Purchase (Indigenous & Import), GCC in variance with SCC: Where any portion of the Standard Terms & Conditions of Purchase (Indigenous & Import), GCC is repugnant to or at variance with any provisions of the SCC, then unless a different intention appears, the provision(s) of the SCC shall be deemed to over-ride the provision(s) of the Standard Terms & Conditions of Purchase (Indigenous & Import), GCC only to the extent that such repugnancy of variations in the SCC are not possible of being reconciled with the provisions of Standard Terms & Conditions of Purchase (Indigenous & Import), GCC.
- 1.4 Cost inclusive without specific provision:** Cost inclusive without specific provision: Unless this Bidding Document specifically and expressly states otherwise, any supply to be provided or work to be performed shall be carried out by the Supplier/Contractor at their own cost. Such costs are deemed to be included in the Contract value (also referred to as the Contract Price).
- 1.5 Order of Precedence:** In case of an irreconcilable conflict between Indian or other applicable International/ Indian standards, Standard Terms & Conditions of Purchase (Indigenous & Import), GCC, SCC, Specifications & scope, Drawings or Price Schedule/ Schedule of Rates and any other portion of Bidding Document, following order of precedence shall prevail to the extent of such irreconcilable conflict in order of precedence:
- (a) LOI/LOA/PO/SPO/WO including any agreed variation
  - (b) Price Schedule Format/ Schedule of Rates/ Bill of Quantity
  - (c) Technical Specifications & Scope
  - (d) Drawings
  - (e) Special Conditions of Contract.
  - (f) Instruction to Bidders
  - (g) Terms & Conditions for Erection, Testing, Commissioning at Site
  - (h) Standard Terms & Conditions of Purchase (Indigenous & Import)
  - (i) General Conditions of Contract.
  - (j) Relevant Indian Standards
  - (k) Other Documents
- 1.6 Absence of any Specifications:** In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance

with standard Engineering practice as per the instructions/ directions of the Engineer in Charge, which will be binding on the Supplier/ Contractor.

**1.7** It will be Supplier/ Contractor's responsibility to bring to the notice of Engineer-In-Charge any irreconcilable conflict in the contract documents before starting the supply/ work(s) or making the supply with reference to, which the conflict exists.

**1.8 Location of site:** The location of the proposed site is at:

NALCO (M/s. National Aluminium Company Limited)  
Bauxite Mines  
Damanjodi, Koraput – 763008  
Odisha

## **2.0 SCOPE:**

**2.1** The subject tender is issued to the main bidder with all the contractual responsibilities for the execution of entire work resting on the main bidder. Main bidder in turn may associate reputed Indian company for carrying out the works and supplies from India including site activities at the Project Site.

**2.2** The overall responsibility of the scope of work/ supply covered under the above separate contracts including project management up to successful Commissioning and handing over of plant/ equipment/ system to the Owner shall be with the main bidder. A separate agreement/ MOU amongst the main bidder and Indian associate company may be signed before order finalization.

**2.3** The prospective associate Indian Company's credentials should be informed to the Owner for their acceptance. Necessary commercial data for evaluation of Indian Associate (as mentioned below) should be furnished. Bidder is also expected to be ready with name of alternative associate, in case proposed Indian Associate is not acceptable.

- (i) Document showing annual turnover for similar works for the past three years.
- (ii) Annual Report, certified profit and loss statement etc. for the last three years.
- (iv) Concurrent commitments giving details namely start date, value, expected date of completion, and contact person with Telephone No. etc.
- (v) Solvency certificate from Nationalised / Scheduled Bank.

## **2.4 SCOPE OF WORK**

**2.4.1** The scope of work in general includes scope of work specified in various Technical Specifications provided in technical portion of the bidding document and Schedule of Rates (SOR)/ Bill of Quantity (BOQ)/ Schedule of Prices (SOP) enclosed in the Bidding Document. Further, it includes any other work not specifically mentioned but required to complete the work as per specifications, drawings and instructions of Engineer-in-Charge.

**2.4.2** The lump sum price shall include complete scope of work/supply as defined in the technical portion of the bidding document and Schedule of Rates (SOR)/ Bill of Quantity (BOQ)/ Schedule of Prices (SOP) enclosed in the Bidding Document. In case any activity though specifically not covered in the bidding document but is required to complete the work which could be reasonably implied/ informed from the content of Bidding Document, the cost for carrying out such activity of work shall be deemed to be included in the lump sum price.

## **2.5 SCOPE OF SUPPLY**

**2.5.1** The scope of supply is as mentioned in Job Specifications/ Technical Specifications, Schedule of Rates (SOR)/ Bill of Quantity (BOQ)/ Schedule of Prices (SOP), etc. of Bidding Document. All materials, equipment, labour & consumables required for successful completion of work

as per the Technical portion of the bidding document and Schedule of Rates (SOR)/ Bill of Quantity (BOQ)/ Schedule of Prices (SOP) enclosed in the Bidding Document, shall be supplied by the Supplier/Contractor and the cost of such supply shall be deemed to be included in the quoted price without any additional liability on the part of NALCO except for the material specifically covered under Owner's Scope of Supply, if any.

**2.5.2** All materials, equipment, consumables, etc. required for successful completion of the works are to be supplied by the Contractor at their sole cost and expense.

**2.5.3** The equipment tools and tackles to facilitate construction and after final commissioning, performance guarantee test shall be in Suppliers/ Contractor's scope. The Contractor may arrange it through purchase/hire/lease basis and such equipment, tools, tackles shall remain the property of the Supplier/ Contractor, and it shall be removed from site after its requirement is over. No additional payment shall be made for mobilisation and/or demobilisation of such equipment, tools, tackles, etc.

### **3.0 TIME OF COMPLETION**

**3.1** The work shall be executed strictly as per time Completion Schedule mentioned in Invitation for Bid (IFB).

### **4.0 STATUTORY APPROVALS**

**4.1** Obtaining statutory approvals, required as defined in Supplier/ Contractor's scope under Technical Scope of Supply/Work or completion of the contract, shall be the responsibility of the Supplier/ Contractor. Supplier/ Contractor shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Supplier/ Contractor well ahead of time so that the actual construction/ commissioning of the work is not delayed for want of the approval/ inspection by concerned authorities.

**4.2** Statutory fee paid, if any, for all such inspections and approvals by authorities shall be deemed to be included in the quoted prices, if not specified otherwise.

**4.3** Any change/ addition required to be made to meet the requirements of the statutory authorities shall be carried out by the Supplier/ Contractor free of charge. The inspection and acceptance of the work by statutory authorities shall, however, not absolve the Supplier/ Contractor from any of his responsibilities under this contract.

**4.4** All statutory approvals other than specified under 5.1 above shall be obtained by Owner/ Employer and provided to the Supplier/ Contractor.

### **5.0 CONSTRUCTION EQUIPMENT AND ORGANIZATION**

#### **5.1 CONSTRUCTION EQUIPMENT**

**5.1.1** In addition to the provisions of relevant clause of Standard Terms & Conditions of Purchase (Indigenous & Import), GCC and associated provisions thereof, the Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate equipments and tools & tackles as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Owner. No construction equipment shall be supplied by the Owner. Contractor to ensure deployment of suitable equipment and take all safety precautions during execution of work.

**5.1.2** Contractor shall be solely responsible for making available for executing the WORK, all requisite Construction Equipments, Special Aids, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the Contractor from the concerned authorities of Government of India. It shall be clearly understood that Owner shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the contractor and the contractor shall be fully responsible for all taxes, duties and documentation with regard to the same. Contractor in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the Contractor.

## **5.2 SITE ORGANISATION**

**5.2.1** In addition to the provisions of relevant clause of Standard Terms & Conditions of Purchase (Indigenous & Import), GCC and subject to the provisions in the contract document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified skilled, semiskilled and unskilled personnel on the work, contractor shall deploy adequate supervisory personnel as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to Owner.

**5.2.2** CONTRACTOR shall maintain equipment deployed and manpower engagement register (including skilled and unskilled labour), Hindrance register as per format given by Engineer-in-Charge at site, if any and should present the same to OWNER representatives whenever asked for.

**5.2.3** Hindrance register maintained for the work shall be jointly signed by Engineer-in-Charge and contractor. Delays will be determined on the basis of register jointly signed by the Engineer-in-Charge and contractor and that any refusal on the part of the contractor to sign the register would mean that the delay, if it occurs will be solely attributable to him.

## **6.0 MECHANISED CONSTRUCTION**

**6.1** Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule adopt as far as practicable, mechanized construction techniques for major site activities. Contractor agrees that he will deploy the required numbers and types of the plant & machinery applicable for different activities in consultation with the Engineer-in-charge during execution of works.

**6.2** Contractor further agrees that Contract price is inclusive of all the associated costs, which he may incur for actual mobilization, required in respect of use of mechanised construction techniques and that the Owner in this regard shall entertain no claim whatsoever.

## **7.0 TERMS OF PAYMENT**

**7.1** Before release of any payment against a contract, the supplier/ contractor needs to submit the following.

- (a) Unqualified acceptance of purchase order/ service purchase order. In case of more than one order for completion of the contract, all the orders need to sign & stamp as a token of acceptance.
- (b) Acceptable and confirmed contract cum performance bank guarantee (CPBG)

**The following Payment Terms will be applicable:**



## **7.2 FOR FOREIGN VENDORS:**

### **7.2.1 FOR SUPPLY PORTION (i.e., Equipment's, Accessories, etc.):** (clause no. 4.0 of standard terms & conditions of purchase – import, Section-IV)

- (a) Payment of 80% (eighty percent) of the basic supply value along with 100% (hundred percent) taxes, duties and freight charges shall be made on a prorata basis within 30 days of FOB delivery basis either through LC or CAD terms.
- (b) Payment for balance 20% (twenty percent) of the basic supply value shall be made after successful completion of the erection, testing & commissioning against submission of commissioning certificate and after successful completion of performance guarantee run of 100 hours duly certified by Engineer-in-Charge (EIC) as well as against submission of repair/ maintenance manuals & spare parts list.

In case erection, testing, commissioning and successful completion of performance guarantee run of 100 hours are not completed within 90 days after customs clearance of the equipment/ machine due to reason not attributable to the contractor/ supplier, then the balance payment of 20% can be released with due certification by EIC of NALCO or his/her authorized representative against submission of a bank guarantee (as per ABG format enclosed at Annexure-XIV) for equivalent amount valid until the end of the guarantee/ warranty period. The bank guarantee will be released upon successful completion of performance guarantee run of 100 hours against certification by EIC of NALCO or his/her authorized representative.

#### **NOTE:**

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

### **7.2.2 FOR SERVICES PORTION (i.e., Erection, Testing, Commissioning, etc.):**

100% (hundred percent) payment shall be made within 30 days after successful completion of erection, testing, commissioning and performance guarantee run of the equipment for minimum 100 Hrs. against Final Acceptance Certificate (FAC) and bills duly certified by Engineer in-charge or his/her authorized representative.

### **7.2.3 FOR ONSHORE/ INDIGENOUS SERVICES (i.e., Stevedoring, Port Handling, Customs Clearance, Transportation, etc.):**

100% (hundred percent) pro-rata payment for services viz. stevedoring, customs clearance, port handling, inland transportation & transit insurance charges up to NALCO Bauxite Mines site at Damanjodi, Odisha, etc. shall be made within 30 days from presentation of documents.

**7.2.4 DELETED**

**7.2.5 COST CAP SPARES & CONSUMABLES (i.e., supply of cost cap 5 years consumables & 3 years O&M spares on FOB incoterm basis):**

100% (hundred percent) pro-rata payment shall be made within 30 days of FOB delivery of the materials.

**7.2.6 EXTERNAL TRAINING: DELETED**

**7.3 FOR INDIAN VENDORS:**

**7.3.1 FOR SUPPLY PORTION (i.e., EQUIPMENT'S, ACCESSORIES, ETC.):** (clause no. 4.0 of standard terms & conditions of purchase – import, Section-IV)

- (a) Payment of 80% (eighty percent) of the basic supply value along with 100% (hundred percent) taxes, duties and freight charges shall be made through bank transfer on the prorata basis within 30 days of DAP Bauxite Mines at NALCO, Damanjodi, Odisha (India) delivery basis.
- (b) Payment for balance 20% (twenty percent) of the basic supply value shall be made after successful completion of the erection, testing & commissioning against submission of commissioning certificate and after successful completion of performance guarantee run of 100 hours duly certified by Engineer-in-Charge (EIC) as well as against submission of repair/ maintenance manuals & spare parts list.

In case erection, testing, commissioning and successful completion of performance guarantee run of 100 hours are not completed within 60 days of DAP delivery of the equipment/ machine due to reason not attributable to the contractor/ supplier, then the balance payment of 20% can be released with due certification by EIC of NALCO or his/her authorized representative against submission of a bank guarantee (as per ABG format enclosed at Annexure-XIV) for equivalent amount valid until the end of the guarantee/ warranty period. The bank guarantee will be released upon successful completion of performance guarantee run of 100 hours against certification by EIC of NALCO or his/her authorized representative.

**7.3.2 FOR SERVICES PORTION (i.e., Erection, Testing, Commissioning, etc.):**

100% (hundred percent) payment shall be made within 30 days after successful completion of erection, testing, commissioning and performance guarantee run of the equipment for minimum 100 Hrs. against Final Acceptance Certificate (FAC) and bills duly certified by Engineer in-charge or his/her authorized representative.

**7.3.3 FOR ONSHORE/ INDIGENOUS SERVICES (i.e., Stevedoring, Port Handling, Customs Clearance, Transportation, etc.):**

100% (hundred percent) pro-rata payment for services viz. stevedoring, customs clearance, port handling, transportation up to NALCO Bauxite Mines site at Damanjodi, Odisha, etc. shall be made within 30 days from presentation of documents to Engineer-in-Charge.

**7.3.4 DELETED**

**7.3.5 COST CAP SPARES & CONSUMABLES (i.e., supply of cost cap 5 years consumables & 3 years O&M spares on DAP Bauxite Mines incoterm basis):**

100% (hundred percent) pro-rata payment shall be made within 30 days of receipt & acceptance of the materials at site. After receipt of the materials, acceptance shall be

against creation of goods receipt (GR) & inspection for the items supplied within 15 days from the date of receipt at Mines limiting to the cost cap value.

**7.3.6 EXTERNAL TRAINING: DELETED**

**7.3.7 MOBLISITION & SECURED ADVANCE**

No secured advance shall be payable.

**8.0** Following points must be taken care of while submitting your bid:

- (a) Selection of associate Indian company is subject to approval of Owner.
- (b) Scope division between main bidder and associate Indian company shall be clearly defined in the bid.

**9.0 ANTI PROFITEERING**

**9.1** Indigenous Supplier/ Contractor need to submit a certificate under Section 171 of CGST Act, 2017 before or at the time of submitting final bill against the contract/ work order/ purchase order to the effect that anti profiteering measure has been complied with. The certificate needs to contain the following:

"Commensurate benefit of reduction in rate of tax or benefit of input tax credit in the purchase order/ work order/ contract No. \_\_\_\_\_ dtd. \_\_\_\_\_ has been passed on to NALCO."

**10.0 EPCG LICENSE:**

**10.1** The materials shall be imported by the Purchaser under the Zero duty EPCG License scheme. For the purpose of obtaining EPCG import license by the purchase, the seller shall submit to the Purchaser the proforma invoice for all materials included in the order, dimension details of packages (dividing the same into shipment lots) and a short technical write up for customs clearance purpose within one month of the purchase order.

**11.0 INSURANCE**

Insurance/ transit insurance wherever mentioned in the bidding documents shall be read as follows;

**11.1** The offered/ quoted price should be inclusive of prices towards insurance. Insurance shall be arranged by the supplier/ contractor.

**11.2** Contractor to take Composite & Comprehensive MCE (Marine Cum Erection) policy. Otherwise, Contractor shall take separate Policies for Marine/ transit and storage-cum-erection Policy. Policy to cover for entire package till successful execution of the contract. Policy shall be from IRDA registered Insurance company. Insurance shall cover for the Free Issue Materials also.

**11.3** The risks that are to be covered:

- (a) Transit Insurance
- (b) Erection All Risk (EAR) Policy/ Contractor All Risk Policy
- (c) Third Party Liability cover with cross Liability as ADD-on cover to the basic EAR cover.

**11.4** The deductible shall be minimum as per insurance Policy.

**11.5** In case, any equipment and materials will be supplied by the Owner as Free Issue Material for the erection (as per Technical requirement), it shall be kept insured by the Contractor

against any loss, damage, pilferage, theft, fire, etc. from the point of unloading up to the time of taking over by Owner including handling, transportation, storage, erection, testing & commissioning, etc.

**11.6** Beneficiary details of owner:

Bauxite Mines

NALCO (M/s. National Aluminium Company Limited)

Damanjodi, Koraput, Odisha (India)

PIN-763008

**11.7** Copy of insurance policy taken by the Contractor is to be submitted to Owner. Insurance policy shall be in the joint name of Owner and Contractor. However, wherever the contractor already has the Insurance policies for their workers/equipment's/vehicle, etc., proposed to be used at project site, the contractor shall have the option either to get a new Insurance policy in the joint name of owner and contractor or get the endorsement of existing policies from Insurers in the joint name of owner and contractor.

**11.8** Before commencement of the site work, the bidder shall ensure that all its employees and representatives or all its personnel deployed under this contract are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, death, bankruptcy, etc., shall be the responsibility of bidder. The contractor may obtain additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks. The Cost of the insurance premium amount for both the above schemes shall be borne by the contractor.

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

**12.0 FACILITIES FOR WORKMEN:**

**12.1** The Contractor shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment.

**12.2** The Contractor shall provide at Site adequate supply of drinking water and other water for use at Site.

**12.3** If any illness of an epidemic nature breaks out, the Contractor shall comply with and carry out whatever regulations, orders and requirements are imposed by the Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it.

**12.4** The Contractor shall always take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighborhood of the work.

**13.0 PRICE REDUCTION SCHEDULE:**

**13.1** Liquidated Damages (LD) wherever mentioned in the bidding document may be read as Price Reduction Schedule (PRS)

**13.2** After any adjustments made to the Contract Price pursuant to this Clause, if any amount is due to NALCO from the Contractor, then such amount will either be set off against any amount due or becomes due to the Contractor or be recovered by invoking the Contract Performance Bank Guarantee. The decision of the Engineer-in-Charge regarding applicability of price reduction shall be final and binding on the Contractor.

**13.3** The reduction of Contract Price shall not relieve the Contractor from its obligations to complete the Works and the Facilities, or from any of its other duties, obligations or responsibilities under the Contract. The Contractor shall use and continue to use its best endeavor to avoid or reduce further delay to the Works, or the issue of the Completion Certificate.

**13.4** Application of price reduction under this Clause above shall be without prejudice to any other right of NALCO, including the right of termination and associated clauses.

#### **14.0 SHIPMENT PARTICULARS:**

##### **14.1 SHIPMENTS**

###### **14.1.1 Foreign Items**

Responsibility of shipment of plant and equipment shall lie with the Contractor wherever the contract is for complete supply and installation or supply delivered at site basis. The Contractor shall notify the Purchaser of the date of each shipment from the port of embarkation as well as date of arrival of such shipment at designated port of arrival for information. Responsibility of clearing the same in the port including all handling shall lie with the Contractor.

The Contractor shall give complete shipping information concerning the weight, size, content of each package including any other information the Purchaser may require.

The Contractor shall further be responsible for all inland transportation up to site for foreign items after clearing through the port. Contractor shall also be responsible for making all necessary arrangements for loading, unloading and other handling right from his work till the site and till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

###### **14.1.2 Indigenous Item**

For all contracts for supply and installation or supply delivery at site basis, responsibility of all transportation from works to site shall lie with the Contractor. The Contractor shall notify the Owner of the date of each shipment from his works and the expected date of arrival at the site for information of the Purchaser.

The Contractor shall also give all information concerning the weight, size and content of each packing including any other information the Purchaser may require.

##### **14.2 SHIPPING DOCUMENTS**

After shipment is affected, following documents shall be forwarded to the Purchaser:

###### **14.2.1 Foreign Items**

Within seven (7) days of shipment following shall be emailed/ airmailed to the Purchaser.

- Clean Bill of Lading/ Air Way bill (5 non-negotiable copies)
- Invoice including break-up for customs purposes (6 copies)
- Packing list (6 copies)
- Pre-dispatch clearance certificate or shipping release, if any (3 copies)
- Test certificates, Guarantee/Warranty certificate, wherever applicable (3 copies)
- Certificate of origin (5 copies)

#### **14.2.2 Indigenous items**

- Application for payment in standard format of Purchaser (3 copies)
- Invoice (6 copies)
- Packing list (6 copies)
- Pre-dispatch clearance certificate or shipping Release, if any (3 copies)
- Test Certificates, Guarantee/Warranty certificate, wherever applicable (3 copies)

#### **15.0 LIMITATION OF LIABILITY**

**15.1** The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- a) In the event of breach of any Applicable Law.
- b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- d) In the event of any claim or loss or damage arising out of infringement of intellectual property; or
- e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

**15.2** Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage including, loss of use, loss of profit, loss of production or business interruption which relates to any claim arising under the Contract.

**15.3** Notwithstanding anything in the Contract to the contrary, no liabilities owed by the Contractor to Owner that are covered by insurance obtained by the Contractor or Owner pursuant to **Insurance** is included in the Contractor's aggregate liability for the purpose of determining the limit of the Contractor's liability under the Contract.

#### **16.0 ARBITRATION:**

In continuation to sl.no. 22 of 'Standard Terms and conditions of Purchase – Indigenous', the following shall also append.

#### **16.1 Settlement of Disputes**

##### **16.1.1 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.

##### **16.1.2 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.

## 16.1.2.1 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 to the dispute or difference for Mediation, the Mediation shall be treated as stands failed.

## 16.1.2.2 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 HCL 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 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 empaneled 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.

#### **16.1.2.3 Proceedings before HLC:**

- (i) On constitution of the HLC, along with the intimation regarding the constitution of the HLC, its members 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 always 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, emphasizing 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/ counterclaims 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 HLC will submit the non-settlement report.
- (vi) If the draft Settlement Agreement shared by 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 receipt of the draft settlement agreement from HLC. After signing, the settlement agreement shall be final and binding to both the parties and thereafter there will 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.

#### **16.1.2.4 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 provided 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.
	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 are 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.

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

#### **16.1.3 Arbitration:**

- 16.1.3.1** 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 counterclaims including the Heads/Sub-heads of the Claims/ Counterclaims and the documents relied upon by the parties for their respective claims and counterclaims. The parties shall not file any documents/details of the claims and counterclaims 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 counterclaims and/or documents etc. thereafter.)

The parties hereby agree that the claims/counterclaims 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.

**16.1.3.2** 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.

**16.1.3.3** Any dispute referred to 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 therefore 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 appointed Arbitrator 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 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 below:
  - (i)** 40% of the fees if the Pleadings are complete
  - (ii)** 60% of the fees if the Hearing has commenced
  - (iii)** 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:
  - (i)** 40 % of the fees on Completion of Pleadings
  - (ii)** 40% of the fees on conclusion of the Final Hearing
  - (iii)** 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 and 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.

**16.1.3.4** 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 14<sup>th</sup> December, 2022 read with DPE OM No. DPE-05/0002/2023-AMRCD dated 25<sup>th</sup> 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.

**16.2** Notwithstanding any reference to the Mediation or Arbitration herein,

- a)** the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- b)** NALCO shall pay the Contractor any monies due to the Contractor.

**16.3 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.

**17.0 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:**

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

**18.0 OTHERS:**

**18.1** The Contractor shall take all necessary steps to ensure confidential handling of all the matters pertaining to plans, designs, drawings, specifications, methods and other information developed or acquired by means of this Contract or for, or in, the performance thereof.

**18.2** If the work is delayed due to happening of any of the following event the contractor shall immediately give notice thereof in writing to the Engineer -in-Charge but shall nevertheless use his best efforts to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-charge to proceed with the work/job.

- a) Force majeure
- b) Abnormal bad weather for a considerable time.
- c) Serious loss or damage by fire
- d) Civil commotion strike or lock out
- e) Delay on the part of other contractors or supplier engaged by NALCO in executing work, which has a bearing in completion of the work.
- f) Non-availability of materials, which are in NALCO's scope of supply.
- g) Non-availability or breakdown of tools and plants supplied by NALCO
- h) Any other causes considered to be beyond the reasonable control of contractor.

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

**Annexure-XVIII to SCC**

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

**1.0 GST CLAUSE APPLICABLE FOR INDIGENOUS BIDDERS/PORTION:**

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

**1.5 TAX CLAUSES**

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



compliance/ delayed compliance by the supplier/ contractor under the GST Law (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier/ contractor or non-updating of the data in GSTIN network or non-filing of returns or non-compliance of tax laws by the Contractor by issuance of suitable credit note to NALCO), due to non-deposit of taxes. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of the Owner.

- 1.11** Tax element on any Debit Note/ Supplementary invoice, raised by the contractor will be reimbursed by NALCO if the same is within the permissible time limit as per the respective taxation laws and permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
- 1.12** The contractor will be under obligation for quoting/ charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- 1.13** In case of any Advance including Mobilization/ Secured/ Other Advance is granted to supplier/ contractor as per the provisions of Contract, then the supplier/ contractor shall issue a Receipt Voucher along with Proforma Invoice in the form and manner prescribed under GST Act read with Rules.
- 1.14** In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e., payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case contractors do not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- 1.15** NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- 1.16** To enable NALCO to avail of ITC, the contractor/supplier shall furnish/submit any, and all certificates, documents and declarations as required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.
- 1.17** The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- 1.18** In case NALCO cannot take Input Tax Credit due to any noncompliance/ default/ negligence of the seller, the same shall be recovered from the pending bills/ dues (including security deposit, BG etc.).
- 1.19** Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.
- 1.20** Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST/revision in GST rates, shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.



- 1.21** GST payable under reverse charge for specified services/ goods under GST Act read with Rules thereunder, if any, shall not be paid to the supplier/ contractor but will be directly deposited by Owner to the appropriate Government Tax Authority. If the same has already been reimbursed/ paid to the supplier/ contractor for any reason whatsoever, then Owner shall be entitled to deduct/ set off/ recover such amount against any amounts paid/payable by Owner to supplier/ contractor.
- 1.22** Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the government on which interest/ penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to Owner, then Owner shall be entitled to deduct/ set off/ recover such amount against any amounts paid/ payable by Owner to contractor/ supplier.
- 1.23** TDS under GST, if applicable shall be deducted from supplier/ contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to supplier/ contractor.
- 1.24** The supplier/ contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the supplier/ contractor shall avail itself and pass on benefits of all exemptions/ concessions available under applicable tax laws.
- 1.25** In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "Covered under GST Composition Scheme" in column for GST of relevant price schedule(s). In case subsequently such bidder gets covered under regular GST regime, the prices including GST under regular GST regime shall not exceed the prices quoted by the bidder under composition scheme.
- 1.26** Owner prefers to deal with registered supplier/ contractor of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting bid, their prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of tender document. However, where Owner is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 1.27** Tax deduction at source (TDS) under GST: As per section 51 of CGST Act 2017, Nalco shall deduct TDS as applicable at time of payment.
- 1.28** In case of foreign bidders, for supervision/ site-work/ training, services provided by foreign bidder at project site, GST shall be paid by Owner directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable and prices of such services will be loaded with applicable GST while evaluating bid.
- 1.29** Bidder will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.
- 1.30** E-way bills shall be issued directly by supplier/ contractor in all cases except in cases of direct imports by Owner where E-way bill shall be issued by Owner.
- 1.31** In case of applicability of any recovery as per provisions of the contract, Owner shall raise Invoice on supplier/ contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

## **2.0 IMPORT DUTIES**

**2.1 Direct supplies by foreign supplier where, Owner becomes consignee**

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

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

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

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

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

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

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

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

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

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

**2.3.2** Bidder to indicate, in relevant price schedule, CIF value of built-in import content and applicable concessional rate of basic custom duty, Social Welfare Surcharge on custom duty (considering the input tax credit of IGST, GST Compensation Cess on imported material) included in quoted price, in the price schedule.

**2.3.3** In case merit rate of custom duty is applicable and bids are invited on the basis of same, however at a later stage concessional rate of custom duty becomes applicable, concessional certificate shall be issued towards import of material against the advance request submitted

by the domestic bidder and the differential custom duties between concessional rate and quoted merit rate of custom duty by supplier/contractor shall be passed on to the Owner or it shall be recovered by the Owner from the supplier/contractor's invoice.

- 2.3.4** The supplier/ contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials.
- 2.3.5** If bidder does not furnish built in CIF value and rates of custom duty, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties.
- 2.3.6** If custom duty rate actually paid on import of materials and components is found to be lower than the quoted rate of custom duty, then benefit of the same shall be passed on to the Owner.
- 2.3.7** If bidder has considered Import Duty other than Merit Rate of Import Duty, then statutory variation on the Import Duty shall be payable extra on the Merit Rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower.
- 2.3.8** In case, no import is made for execution of the order, clauses related to Imports will not be applicable.

## **2.4 General points:**

- 2.4.1** In case Owner is exposed to any penal action, interest/ penalties by the custom authorities for incorrect declaration and/or valuation of the goods or material by the supplier/ contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier/ contractor, the supplier/ contractor shall indemnify and hold harmless the Owner for any and all costs, expenses or losses suffered or incurred by Owner in this regard
- 2.4.2** If bidder intends to source import of goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral/ bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), then the bidder is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure that conditions of such agreement/ treaty, etc. are strictly complied with.
- 2.4.3** The bidder shall be liable to provide all documentation to ensure availing of the exemption/ waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable, if any.
- 2.4.4** Any additional custom duty applicability on account of incorrect classification/ invoicing by the bidder, disallowing lower rate of custom duty/ CEPA/ FTA/ multi-lateral/ bi-lateral trade agreement, shall be to bidder's account.
- 2.4.5** Documentation to be furnished for availing the exemption/ waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.
- 2.4.6** Owner will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST including GST Cess on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.

**2.4.7** In case custom duty rate as quoted by foreign bidder is less than Actual rate applicable on due date of submission of last price bid and payment of custom duty is on Owner's Account, differential amount on account of above-mentioned rate variation will be recovered from foreign bidder.

### **3.0 INCOME TAX**

#### **3.1 Foreign supervisors/ suppliers/ contractors**

**3.1.1** The quoted prices of site work, contracts and other services of foreign supplier/ contractor shall be "**gross of Income Tax**" i.e., **inclusive of Indian income tax** at the applicable prevailing rate as per Double Taxation Avoidance Agreement (DTAA)/ Indian Income Tax Act & Rules there under. Owner shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for Tax Deducted at Source (TDS) shall be provided by the owner to the supplier/ contractor. The Indian Income Tax on site work, contracts and other services of foreign supplier/ contractor shall be quoted separately by the bidder at the prevailing rate.

**3.1.2** In case foreign bidder quotes Prices of site work, contracts and other services "**net of Income Tax**" i.e., **exclusive of Indian income tax**, Owner shall deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per DTAA/Indian Income Tax Act and Rules thereunder. While evaluating, the quoted price shall be loaded, after grossing up applicable prevailing rate as per DTAA/ Indian Income Tax Act & Rules there under.

**3.1.3** Foreign bidder shall furnish the information required in line with the prevalent provisions of Indian Income Tax Act read with rules thereunder including, but not limited to, Tax Residency Certificate (TRC), Form 10F under Indian Income Tax Act, No Permanent Establishment (No PE) declaration, Permanent Account Number (PAN) in India, if available.

**3.1.4** Failing to provide above documents/ information, tax will be withheld at rates applicable as per the provisions of Indian Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rates will not be given.

**3.1.5** For the purpose of bid evaluation, if the non-resident is unable to obtain & submit Tax Residency Certificate to the Owner within a reasonable time, the bidder should furnish Form 10F, along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the Tax Residency Certificate (TRC) to the Owner before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract, whichever is earlier. However, payments shall be released only after submission of all the documents.

**3.1.6** In case of site work, contracts and other services with term exceeding one financial year, the relevant documents like TRC, Form 10F, No PE, etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and the Owner will not bear additional tax liability (if any) arising from non-submission of documents.

**3.1.7** The bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.

**3.1.8** In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.

**3.1.9** In case, any additional tax liability arises on the Owner due to any action of bidder like delay in submission/ non-submission of information/ documents required as above or change in

residential status post submission of documents or change in any document (like TRC, Form 10F, etc.) after its submission shall be recovered from the supplier/ contractor.

**3.1.10** In the cases where Owner deposits TDS as applicable after grossing up the sums, and the Foreign Vendor avails any tax benefit/ concession against this TDS, the benefit shall be passed on to Owner and a declaration to this effect shall be submitted by the Vendor along with the invoice.

### **3.2 Indian resident supervisors/ suppliers/contractors**

**3.2.1** Prices for supply and services of Indian suppliers/ contractors shall be inclusive of income tax.

**3.2.2** Tax shall be deducted at source (TDS) by Owner on all sums due to supplier/ contractor in accordance with the provisions of Indian Income Tax act read with rules thereunder as in force at the relevant point of time.

**3.2.3** Owner shall issue a Tax Deduction Certificate to the supplier/ contractor evidencing the tax deducted or withheld and deposited by Owner on payments made to the supplier/ contractor to enable the supplier/ contractor to claim the credit of Tax deducted by Owner.

### **3.3 INCOME TAX (General Points)**

**3.3.1** The supplier/ contractor shall also be responsible for ensuring compliance with all applicable provisions of the Direct Tax Laws of India including, but not limited to, the filing of relevant Tax Returns and shall promptly provide all information required by the Owner for discharging any of its responsibilities/ liabilities under such laws in relation to or arising out of the Contract. For the lapses/ failure, if any, on the part of the supplier/ contractor and consequential penal action taken by the Income Tax department, Owner shall not take any responsibility whether financial or otherwise and shall be indemnified by the supplier/ contractor.

**3.3.2** The Indian Income Tax Act and Rules made thereunder contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/ contractor can justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made must be deposited by the Owner with the Income Tax Authorities in India and will not be adjustable by the Owner. It is therefore in the interest of the supplier/ contractor that prior to release of any payment due to the supplier/ contractor under the Contract that the supplier/ contractor obtains from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/ withholding of Income tax at source, failing which, payment to the supplier/ contractor shall be made by the Owner after withholding/ deduction at the rate as may be applicable to the supplier/ contractor as per provisions of Income Tax Act, 1961.

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

### **4.0 INVOICING METHODOLOGY w.r.t. TAXATION**

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

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

contract between Owner and supplier/ contractor, Invoice/ E-Invoice shall be raised by supplier/ contractor to Owner after charging GST.

## **5.0 APPLICABILITY OF TAX CREDIT**

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

## **6.0 EVALUATION METHODOLOGY w.r.t. TAXES**

Following shall be loaded for evaluation:

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

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

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

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

- 7.1** Shall be the same as applicable for Indian bidders.

## **8.0 STATUTORY VARIATION (IN CASE OF MRS & TENDERS)**

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

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

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

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

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



notified or imposed after Time for Completion, defined as above, shall be to supplier's/ Contractor's account.

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

## **9.0 TAX INDEMNITY**

- 9.1** Any omission/ errors of interpretation of applicability of taxes, duties, cesss and levies, whatsoever named, howsoever named, as are payable to any government, local or statutory authority in India or in any country other than India by the supplier/ contractor shall be to supplier's/ contractor's account.
- 9.2** If any fine/ penalty/ any other levy is required to be met by the Owner arising of any non-compliance/ fault/ fraud/ willful suppression/ misstatement of facts/ information/ documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/ contractor/ their personnel/ sub-contractors/ agencies, the same shall be recovered from any amount payable to the supplier/ contractor under this contract or under any other contract of the Owner.
- 9.3** If any tax is paid/ required to be paid by supplier/ contractor in pursuance of any demand of any law enforcement agency/ Tax Authority on account of non-compliance/ fault/ fraud/ willful suppression/ misstatement of facts/ information/ documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/ contractor/ their personnel/ sub-contractors/ agencies, the same shall be to supplier's/ contractor's account only.



**Annexure-XIX to SCC**

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

1. The lump sum charges quoted for erection, testing, commissioning at site shall include lodging, boarding, transport, out of pocket expenses, all health care/ medical expenses and all other incidental charges for your personnel.
2. It should include to & fro Economy class Air fare for Foreign vendor's supervisory personnel as well as travel time.
3. For Indian bidders, To & Fro 2nd A/C fare by rail for transportation up to site shall be reimbursed against documentary evidence.
4. The man days with per diem charges shall remain firm and fixed till complete execution of contract without escalation.
5. Seller shall be working at Owner's site along with agencies who will be engaged in similar other activities. The vendor shall perform their jobs in eco-friendly manner and in consonance with the objectives of NALCO Project Site environment management system. Seller shall be working at Owner's site along with agencies who will be engaged in similar other activities. For this purpose, the third-party risk shall also be covered by seller at his cost.
6. Following site conditions shall apply:
  - (i) Working hours at those prevailing site - normally 8 hours a day, Monday through Saturday with maximum 44 hours per week.
  - (ii) Vendor's personnel to observe/ abide by
    - Site working conditions and Safety codes.
    - All applicable Indian Laws at Site.
  - (iii) Payment Terms shall be as per Special terms & condition of PO & as per instruction to the bidder attached to the NIT Documents.
  - (iv) Vendor will indicate number of persons to be deployed and tentative number of days for completion for On Site Technical Assistance at site.
  - (v) Selection of Foreign/ Indian supervisory personnel shall be left to Owner's choice.
  - (vi) The man days with per diem rate for installation, erection, testing, commissioning, etc. of **Foreign vendor** shall be net of Indian Income Tax (i.e., exclusive of Indian income tax). The Owner will consider Income Tax (by grossing up) at the prevailing rate for evaluation of bids. Further, Owner shall deposit Tax at source as applicable after grossing up the sums due while making payments against each invoice for the services in India. Any statutory variation on account of change in Indian Income Tax rate in Double Taxation Avoidance agreement (DTAA) shall be to Owner's account. Certificate for Tax Deducted at Source (TDS) shall be provided to the vendor which the vendor can claim/ offset the Tax liability in their Country. The bidder to quote their prices considering the benefits of DTAA and the Indian Income Tax, TDS certificate credit while submitting their bids. The Contractor shall provide Tax Residency Certificate (TRC), a copy of PAN Card issued by Indian Issuing Authority, Form No. 10F (Annexure-XXIX) and declaration towards 'no permanent establishment' (Annexure-XXX) before release of payment for such activities. Failing to provide the above, the payment to supplier/ contractor/ consultant shall be subject to recovery of additional TDS also as per the provisions of Indian Income Tax Act/ Rules.
  - (vii) The lumpsum charges for erection, testing, commissioning, etc. activities of Indian Vendor shall be inclusive of Indian Income Tax. Indian Income Tax will be deducted from the bill amount & Tax Deducted at Source Certificate will be issued.
7. The charges of foreign vendor supervisory personnel shall be exclusive of applicable GST. Indian Vendors shall indicate the SAC code and the applicable GST rate for this activity in the price schedule. For Foreign vendors the same shall be borne by NALCO.
8. Since it is an existing NALCO Site with various units in operation, the proposed site has constraints of space availability, restriction in movement of over dimensioned/ overweight consignments both within and outside the NALCO Site limits. Further, construction/ erection work for several other project facilities at various location within Site will be progressing concurrently. It will be the responsibility of vendor to seek approvals from the Owner for

working within & outside the NALCO Site limits and also of taking all suitable safety measures as per regulations in force for the safety of existing NALCO Site.

9. The material shall be collected by the vendor from Owner's Store/ Project Site/ Vendor's Own Store (as the case may be) and transported to the erection Site at vendor's cost and risk.
10. All tools, tackles and consumables shall be arranged by vendor at his own cost.
11. All labour (both skilled and unskilled), tools, tackles and consumables shall be arranged by vendor at his own cost.
12. Vendor shall arrange for the necessary transport, accommodation, medical, canteen and other facilities for their employees/ staff at their own cost and abide by all labour laws/ safety codes and statutory regulations and keep Owner indemnified in respect thereof.
13. Vendor shall arrange and pay for all insurances as may be required under the law for their employees/ materials/ subcontractor(s) and shall also cover against all risk for the material issued by Owner. Vendor shall be working at Owner's Site along with agencies who will be engaged in other activities. For this purpose, the third-party risk shall also be covered by Vendor.
14. The vendor is responsible for keeping his work place neat and clean and shall always avoid scattering of any materials around the work place. The vendor shall clear the work site of all debris, materials, tools & tackles etc. immediately upon completion of the job. Any temporary lines/ cables etc. laid for the purpose of execution of a particular job shall be immediately removed to an agreed location and the site cleared off all such materials.
15. The vendor shall not throw out gaskets, used electrode pieces, hand gloves, cotton wastes, gunny bags, polythene bags etc. into open channel, any drains or pipeline systems. These are to be collected together and deposited in bins/ waste collectors earmarked for the purpose of disposal after consultation with Engineer In - charge.
16. The contractor is required to arrange all handling equipments, Mobile Crane of required capacity, welding sets and other materials for erection and commissioning at their cost. However, on request the same can be spared from site subject to availability on payment basis.
17. As per the applicable factory act, the labour license required shall be taken by the vendor before starting the works.

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

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

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

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

**1. PAN No.**

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

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

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

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

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

**3. Form 10F**

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

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

**Annexure-XX to SCC**

**GENERAL CONDITIONS FOR CONSTRUCTION, ERECTION OF PLANT AND MATERIAL**

**1.0 ERECTION OF PLANT AND MATERIAL**

**1.1 Contractor's Material brought on the Site**

The Contractor shall bring to Site all equipment's, components, parts, materials, including construction equipment, tools and tackles for the purpose of the Works under intimation to the Owner. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Owner. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

**1.2 Work & Services to be provided by the Owner**

Works and services which shall be provided by the Owner for carrying out complete work at Site shall be as defined in the technical part of the Enquiry Documents and its clarification up to award of Contract.

- (a) Water supply for construction purpose may be provided by the Owner at one mutually agreed point at Site. Drinking water will also be made available at one central point at Site. The Contractor shall make his own arrangement for any further distribution. Such distribution pipe network shall have the prior approval of the Engineer at Site so as not to interfere with the layout and progress of other construction works. Supply of water shall be charged from Contractor at the rates prevailing at Site.

Contractor shall ensure that there is no wastage of water. On completion of the work, the Contractor shall remove all such work and shall reinstate and make good any work disturbed to the satisfaction of the Engineer.

- (b) Cranes, if available, will be provided by Owner on payment of rent to the Owner.

**1.3 Work and Services to be provided by the Contractor**

The following work and services shall also be provided under the contract:

- (i) Material transportation to erection site at Contractor's risk and cost.  
(ii) All construction activities to complete the plant as per the specifications agreed by the Owner. The activities shall be included but not limited to building structures, rooms, foundations for equipment's and accessories and stack, etc.  
(iii) Labor license for contractor and sub-contractor's labor if required / applicable as per State Govt.

**1.4 Owner's Lien on Equipment's**

The Owner shall have lien on all equipment's including those of the Contractor brought to the Site for the purpose of construction, erection, testing and commissioning of the plant. The Owner shall continue to hold the lien on all such equipment's throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and / or his Sub-contractors without the prior written approval of the Owner.

**1.5 Protection of Work**

The contractor shall have total responsibility for protecting his Works till it is finally taken over by the Owner. No claim will be entertained by the Owner or the Consultant for any damage or loss to the Contractor's Works and the Contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the specifications and drawings. Should any such damage to the Contractor's Works occur because of other party not under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the party or parties concerned regarding the responsibility for damage to the Contractor's Works the same shall be resolved as per the provisions of the clause entitled 'Co-operation with other Contractors'. The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such dispute.

## **1.6** Security

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

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

## **1.7** Contractor's Area Limits

The Owner will mark-out the boundary limits of access road, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out, for his operation. In case of such a need for the Contractor's personnel to work, out of the areas marked out for him, the same shall be done only with the written permission of the Owner.

## **1.8** Contractor's Co-operation with the Owner

In cases where the performance of the Site Work by the Contractor affects the operation of the system facilities of the Owner such Site Work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Owner and the same shall be acceptable at all times to the Contractor. The Owner may impose such restriction on the facilities provided to the Contractor such as electricity, water, etc. as he may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restrictions and co-operate with the Owner. It will be responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment supplied and erected by him, so as to make such equipment's ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in these documents and specifications.

## **1.9** Protection of Property and Contractor's Liability

- 1.9.1** The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property including structures, building, other plants and equipment's and utilities either above or below the ground.

**1.9.2** The Contractor will ensure provisions of necessary safety equipment such as barriers, sign-boards, warning lights and lamps, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Owner and the Owner of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with Owners, related to removal and/or replacement of such property and utilities.

**1.9.3** Painting

All exposed metal parts of the equipment including piping, structures railing, etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oil and other foreign materials by wire brushing, scraping or sand blasting, and the same being inspected and approved by the Engineer for painting. Afterwards, the above parts shall be finished with two coats of an alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the color as approved by the Owner.

**1.9.4** Unfavorable Working Conditions

The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such works and with the concurrence of the Consultant/Owner. Such unfavorable construction conditions will in no way relieve the contractor of his responsibility to perform the works as per the schedule.

**1.10** Protection of monuments and reference points

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossil, etc. which he may come across during the course of performance of his works either during excavation of elsewhere, are properly protected and handed over to the Owner. Similarly, the Contractor shall ensure that the bench marks, reference points, etc. which are marked out either with the help of Owner or by the Owner shall not be disturbed in any way during the performance of his works. If any work is to be performed which may disturb such reference, the same shall be done only after these are transferred to other suitable locations under the direction of the Owner.

**2.0** **CONSTRUCTION**

**2.1** Rules and Regulations

Contractor shall observe all national and local laws, ordinances, rules and regulations pertaining to the work, and shall be responsible for extra costs arising from violations of same.

**2.2** Safety

Contractor shall take all necessary measures to protect the work and workmen against accidents and occupational disease. They shall observe and comply with all Government safety regulations as specified by the Owner.

The Contractor shall be responsible for following the proper procedures in reporting accidents or incident.

The Owner's Safety Engineer located in Site will be immediately notified by faster means possible of any accident which involves the following:

- (a) Death from any cause whatsoever.
- (b) A fractured skull, arm, thigh or spine, fore-arm or leg.
- (c) A dislocated shoulder.
- (d) The amputation of arm or hand, or of one or more fingers on the same hand, or of a leg or a foot.
- (e) The loss of sight of an eye.
- (f) Any other serious bodily injury, including internal bleeding or burns or asphyxia where such injury is likely to endanger life, cause permanent incapacity or temporary incapacity of 5 days or more.

- 2.3** In case of death, the Contractor shall be responsible for immediately notifying the nearest Indian Police so that they can make the proper investigation in accordance with the law.

### **3.0 REGULATION OF LOCAL AUTHORITIES & STATUES**

- 3.1** The payment of minimum wages to contract labor shall be as per the rates notified by the Central Govt. as per Minimum Wage Act, 1948 and as adopted by the NALCO Management from time to time plus any additional element and statutory dues thereon.

- 3.2** The Minimum wage as notified by the Chief Labor Commissioner (Central) has a variable component as Special allowance which is linked to average AICPI for Industrial workers, which keeps on changing every six Months. The Contractor has to absorb all such variations due to increase in Minimum wage in their quoted price and no claim whatsoever on this account shall be entertained.

- 3.3** Where the Minimum wages notified by the concerned State Government are higher than the rates notified by the Central Government, the states Government rates should apply in concerned scheduled employment as long as the same remains higher than the Central Government rates.

- 3.4** The classification on workers in different categories will be as per the notification issued by the Central Govt. fixing the minimum wages for the above scheduled appointment."



## SECTION - VI

### TECHNICAL SPECIFICATION (TS) AND SCOPE

**GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF TWO (02) UNITS OF  
WHEEL LOADER (OFF HIGHWAY) WITH BUCKET CAPACITY OF 10.5 M<sup>3</sup> (CU.MTR.)  
TO 14 M<sup>3</sup> (CU.MTR.)**

**SECTION - VI**

**TECHNICAL SPECIFICATION (TS) AND SCOPE**  
**GENERAL TERMS AND CONDITIONS FOR PROCUREMENT OF TWO (02) UNITS OF**  
**WHEEL LOADER (OFF HIGHWAY) WITH BUCKET CAPACITY OF 10.5 M<sup>3</sup> (CU.MTR.)**  
**TO 14 M<sup>3</sup> (CU.MTR.)**

**1.0 SUBJECT AND SCOPE:**

Design, manufacture, fabrication/ assembly, shop testing, painting, supply, storage, preservation and handling at site, erection, testing and commissioning of 02 (Two) nos. of Wheel Loaders (off Highway) as per specification complete with safety features, standard accessories, tool kits along with all relevant & required attachments. Performance guarantees along with 5 years cost cap also in the scope of supply, installation, commissioning of the Wheel loader at Panchpatmali Bauxite Mines of National Aluminum Company Ltd, (A Govt. of India Enterprise) at Damanjodi, Koraput (Dist.) Odisha (India).

**2.0 SCOPE OF THE BIDDER**

The bidder's scope of supply, erection, commissioning and successful testing of Wheel loader (off highway) having capacity 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.).

The bidder shall also supply Initial fill of lubricants, special tools and tackles for maintenance of the unit (furnish list)

Transportation, storing and handling of equipment at site as specified shall be under scope of the supplier

Erection and commissioning (including supply of commissioning spares) of the Wheel loader in line with the technical specification and data sheet shall be in the scope of the bidder.

Supply of Five years consumables against 5 years/17500 Hrs(whichever is earlier) cost cap (furnish list with Itemized prices). The cost of the above spares & consumables shall be a part of the price evaluation. The spares & consumables list for 5 years shall be fixed at the time of placing order with each item having fixed price for each year in the 5-year cost cap list.

The above scope is the minimum requirement. It is the responsibility of the vendor to supply necessary spares and consumables during warranty and 5-year cost cap for smooth operation of Wheel loader with required availability.

**3.0 TECHNICAL SPECIFICATION (Wheel loader Bucket 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) Capacity)**

<b>A</b>	<b>Scope of the bidder:</b>	Design, Manufacture, Supply, Erection & Commissioning of Wheel loader with Bucket capacity of range 10.5 m <sup>3</sup> (Cu.Mtr.) to 14 m <sup>3</sup> (Cu.Mtr.).
<b>B</b>	<b>OPERATING CONDITIONS:</b>	The Wheel loaders shall be deployed in Panchapatmali Bauxite Mines of Nalco at Damanjodi which is 1300metres above mean sea level. The temperature varies from 44-degree centigrade maximum & minimum 5 degree centigrade
<b>C</b>	<b>TECHNICAL SPEFICATIONS:</b>	i. Supplier Scope of supply: Design, manufacture, supply, erection & commissioning of Wheel loader (Three shift operation) comprises of all

		required accessories & safety gadgets. ii. Broad technical specifications/ features.
<b>1</b>	Engine:	Water cooled, 4 cycles, turbocharged, after cooled diesel engine (TIER-2 and above) capable of efficiently handling 10.5 m <sup>3</sup> (Cu.Mtr.) to 14 m <sup>3</sup> (Cu.Mtr.) pay load, With following features.
<b>2</b>	Fly Wheel HP	Net HP minimum 800 hp at rated RPM (from 1700 to 2200 RPM) at our site conditions.
<b>3</b>	Transmission:	Fully Powershift Planetary Type Automatic transmission with minimum 3 Forward & minimum 3 Reverse Speed (having TC drive and lockup Clutch features) with Transmission guard protection.
<b>4</b>	STEERING SYSTEM	Articulated Tyre Full hydraulic power steering with steering angle minimum 40 (degree) each direction capable of steering in both directions with necessary safety features & emergency Steering provision.  <u>OR</u> <i>It should have equipped with Joystick control for higher efficiency and operator comfort with necessary safety features for smooth operation</i>
<b>5</b>	BRAKE SYSTEM:	As per ISO 3450 :2010.5 and SAE 1473 standards. a. Service Brakes: Hydraulically Actuated Wet multiple-disc Brakes actuate on all four wheels. b. Parking: The Parking Brake should be either wet multiple disc brakes or Electrohydraulic type c. Supplementary secondary Brakes: Provision of Supplementary Brake should be provided to be applied in the event of failure of the service Brakes d. Emergency Brake: Provision of Emergency Brake to be actuated the Parking Brake automatically in case of low hydraulic Pressure.
<b>6</b>	HYDRAULIC SYSTEM:	Fully Hydraulic and capable of generating sufficient pressure at rated RPM to operate Lift, tilt, bucket, Steering Cylinders and other hydraulic operated mechanism with hydraulic oil cooler provision. The offer should indicate the detailed hydraulic system with system pressure
<b>7</b>	CABIN:	ROPS/FOPS Standard 01.Dimension Comply with ISO 3471/ISO 3449 :2008 ROPS (Roll Overprotective structure) standard and ISO 3449 :2005 FOPS (Falling Objects Protective structure) 02.ROPS Cabin should be provided with AC and heater & defroster, Air suspension, adjustable operator seat with seat belts. Suitable cabin mounting to reduce cab vibration as per ISI standard to be provided with following provisions: a. Integral air conditioner with blower speed control and heating facility. b. Electrically operated ergonomically designed operator seat with 3-point seat belt with retractable seat belt along with one extra buddy seat inside Cabin. The cabin interior upholstery should be provided with Premium quality along with floor mats. Seat Belt Reminder (Buzzer & Audio Alarm type) c. Ergonomically Designed cab with viscous cab mounts, Wide, spacious cab with excellent visibility, Easy to see Instrumental Panel, Ideal driving position settings, ergonomically designed Operator seat

		<p>with Seat belts &amp; Seat belt Reminder. Seat should be reclining &amp; suspension type, Air-conditioned cabin and Hot blower, the cabin should be made up richly upholstered interior provide quiet &amp; comfortable environment</p> <p>d. Provision of audio-visual alarms, flasher lights with buzzers for fault indication.</p> <p>e. The cabin should be ergonomically designed and adequately equipped with dust and soundproof to cater operators comfort as per ISO standard.</p> <p>f. The Cabin should be less &amp; minimum Vibration and noise should be less than 85db(A) and operators' comfort inside the cabin should be optimally addressed. Electronic Fuel level indicators should be provided in the dashboard.</p> <p>g. Control Panel: The equipment should be provided with electronic monitor in the Cabin for easy parameter reading, troubleshooting and effective operation with fault light indication of all vital parameters like Engine Oil, T/M oil, Hyd. Oil &amp; coolant level, Pressure &amp; temp. etc.</p> <p>h. The dynamic operator sound pressure level (noise level) should not exceed 85dB (A) when properly installed &amp; maintained and tested with doors &amp; windows closed.</p> <p>i. VHMS compatible to GPS</p>
<b>8</b>	BUCKET	<p>Excavating Nose Bucket with a volumetric capacity in the range of 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) (heaped 1:2) with bolt on Teeth (cutting Edge teeth type) suitable for digging as well as lifting material. The bucket should be preferably provided with weld on wear Plates and side bar protector to protect the bottom of the bucket and improve the durability of the bucket having the following configuration.</p> <p>a) Bucket Capacity (heaped1:2) 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.)</p> <p>b) Bucket type: Excavating Rock type to handle Bauxite &amp;</p> <p>c) overburden Rocks with material density 1.4 to 1.6</p>
<b>9</b>	OPERATING DIMENSIONS:	<p>All the operating parameters has to be under standard lift conditions.</p> <p>a) Dump Clearance at 45degree dump from teeth 4500 MM (Min)</p> <p>b) Reach: 2,100 MM(Min)</p> <p>c) Hinge Pin height Minimum height 6900mm</p> <p>Note: The subject Loader will be used for loading Bauxite/ OB rocks to 100 Ton Loaders whose minimum body height is 4500 MM. The Machine should be capable of loading the above Loaders suitably with center loading with +/- 10% on either side.</p>
<b>10</b>	GEOGRAPHIC & OPERATING CONDITION DATA	<p>The Wheel Loader is to be operated at Panchapatmali Bauxite Mines of National Aluminum Co. Ltd (A Govt. of India Undertaking), in the District of Koraput, Odisha.</p> <p><b>a.</b> Material to be handled: Bauxite &amp; associated overburden rocks.</p> <p><b>b.</b> Density(in-situ) 2 Metric Ton /Cubic meter- Density (ROM)</p> <p><b>c.</b> Density (bulk): 1.4 to 1.6 MT/ Cubic meter</p> <p><b>d.</b> Hardness of Material: 2 to 4 on Mohr's scale</p> <p><b>e.</b> Compressive Strength: 350 Kg/Cm Sq</p> <p><b>f.</b> Operating Condition: At present the Machine shall be operated in three shift operations i.e., in A, B &amp; C 24 hrs.</p> <p><b>g.</b> Temperature: Maximum 40 degrees centigrade. Min.5 degree centigrade</p> <p><b>h.</b> Gradient: Max. 30 degrees</p> <p><b>i.</b> Working Condition: Monsoon rains occur in the period from June to</p>

		<p>November with heavy thunder bolts. Acute foggy conditions/poor visibility persists during rainy season of above Six months</p> <p>j. The average working hours of each Wheel Loader in three shift operation shall be max 3,500 Hrs. per Year as per prevailing working conditions at Mines which may vary subject to change in working conditions.</p>
11	<u>WHEEL &amp; RADIAL TYRES</u>	<p>Tubeless, Steel belted off Road Tyres with cut resistant steel Breaker or Heavy-Duty Radial Tyre with suitable Ply Rating matching with the load condition and capable of taking the rated pay load has to be provided.</p> <p>Supply of 02 additional (spare) Radial tyres only (Wheel Rim) per each Wheel loader, as per Price Bid apart from the 4 wheels with Radial tyres mounted/installed in each Wheel loader</p> <p><b>Note: Radial Tyres should be of Bridgestone/ MRF/ Good year/ Michelin/ Apollo/ BKT/ JK/ Yokohama or any international reputed brand (except CHINA manufactured tyres)</b></p>
12	ELECTRICAL SYSTEM:	<p>The Wheel loader should have 24V electric circuit for starting and charging system. Should be supplied with reputed make Maintenance Free Batteries, Alternator (min 75 Amp-h) and Heavy-duty Self-Starting Motor and other lighting system with sufficient illumination at Front and rear with LED Lamps suitable for use during night shift operation. The circuit should be adequately protected by a wiring harness using Fuses/Circuit Breakers.</p>
13	VITAL SIGN MONITORING SYSTEM	<p>Vital Parameters like Temperature, Pressure, lubricants, fuels and health monitoring should be controlled with some download software for analysis. The details of any other electronically monitored system available with the model should be clearly indicated to assess the health of the equipment.</p> <p>Note: We have existing Truck Dispatch System (TDS) supplied by Modular Mining System installed in Wheel loaders. So necessary interface kit for TDS compatibility for data transfer need to be provided. TDS Compatibility is mandatory.</p>
14	<b>CONTROL PANEL &amp; WARNING INDICATORS:</b>	<p>Indicator light &amp; buzzer (with min. sound level of 40 db/ reasonable sound level) in the operator's cabin to indicate engagement of parking brake, or fault activation to be provided Electronic Instrument gauges should be provided to indicate Brake oil temperature, Engine Oil pressure, Speedo meter &amp; Techo meter/ Engine RPM, Transmission Oil Temperature &amp; Battery/ Alternator Charging</p>
15	SAFETY & ENVIRONMENTAL PROTECTION:	<p>The Equipment should have features compatible to latest guidelines/ features of the Govt. on Environmental protection but not restricted to the following:</p> <p>a. Illumination &amp; Noise: The Equipment must have adequate inbuilt illumination provision to work beyond day light. Intensity of light (lux), noise level (db) and vibration level should be as per DGMS standards/norms.</p> <p>b. Exhaust Emission: The exhaust emission of the eqpt must at the minimum comply to EPA TIER 2 or above in respect of HC, NOx Cox and PM and certificate to be provided indicating the level of HC, NOx Cox and PM which should be within norms.</p> <p>c. Safety Guidelines: All statutory norms prescribed by DGMS for this equipment shall be complied with.</p> <p>d. Standard Safety Equipment: The Eqpt should contain the following</p>

	<p>safety features of DGMS approved as a standard fitment.</p> <p>e. Efficient Service Brake, Secondary Brake &amp; Parking Brake.</p> <p>f. The parking Brake should be very effective either Wet Multiple disc or Electro-Hydraulic type having adjustment free for high reliability &amp; long life.</p> <p>g. Rear View Mirrors of Adequate Size on either side of the vehicle apart from the rear-view mirrors to enable operator to have clear visibility of blind spot in and around wheel loaders.</p> <p>h. Back –up Alarm. Automatically operated Audio-Visual Alarm when gear lever is shifted to "Reverse" position (Rear Flasher back light with back up alarm)</p> <p>i. Long range audible Electric Horn</p> <p>j. ROPS &amp; FOPS cabin</p> <p>k. Efficient Head Lights with Halogen bulbs/LED and power full Fog Lamps, as the wheel loader is required to work beyond day-light hours with foggy climate. With side indicator light</p> <p>l. Propeller Shaft guard.</p> <p>m. Fire Resistant/ retardant Hydraulic hoses in place of ordinary hoses at Engine/ Transmission area to decrease the chance of Fire and Fire Resistant/ Retardant sleeves and conduits where cable/ wire is used.</p> <p>n. Battery Relay to cut off supply in case of short circuit.</p> <p>o. Steering lock/articulation lock</p> <p>p. Vandalism Protection locks for Diesel/ Oil tanks to avoid thefts.</p> <p>q. Transmission belly guard to protect Transmission from hitting at bottom.</p> <p>r. Rear View Camera with LCD Monitor having (5 to6 inches) fitted inside the dashboard with lock &amp; key arrangement /or heavy-duty bracket.</p> <p>s. DGMS Complied Auto Fire Suppression system.</p> <p>t. Retro Reflective Tapes throughout the Body outline to ensure visibility during night.</p> <p>u. Electronics Anti-collision system as approved by DGMS to be incorporated</p> <p><i>v. Provision of Auto Retarder if any applicable for wheel loaders</i></p> <p>w. Centralized Auto Lubrication system to be provided Lincoln make only</p> <p>x. First aid Box</p> <p>y. Front wiper, sun Visor &amp; Rear-view Mirror (both side).</p> <p>z. Fire Extinguisher of suitable capacity with bracket mounted inside Cabin</p> <p><u>aa. Lighting system</u>: back-up light, hazards lights, Head lights.</p> <p><u>bb. Fatigue Monitoring system</u></p> <p><u>cc. Auto-greasing system</u>: The Central lubrication (auto Greasing system) with Lincoln makes only.</p> <p><u>dd. Auto Fire Suppression system</u>: DGMS approved Automatic Fire protection/suppression system. An overriding manual system along with fire alarm should also be provided for the safety of the operator.</p> <p><u>ee. Environment Protection Features</u>: Equipment should have features compatible to latest guidelines of the govt. on Environment protection norms. <b>EXHAUST EMISSIONS</b>: To be tested for Sox, Nox, Cox &amp; Certified to be as per norms stipulated in TIER-II/TIER III and above</p> <p><u>ff. Illumination, Noise Level &amp; Vibration</u>: Intensity of light (lux), noise level (db) &amp; Vibration at various working area/ attachments should be as per DGMS standards/norms.</p> <p><b>gg. SPECIFIC CONSUMPTION NORMS &amp; OPERATING CONDITION:</b></p>
--	--

		<p>hh. Specific consumption of Diesel and change schedule/ frequency of different oils/ lubricants with recommended grade/ brand to be specified.</p> <p>ii. Service Brake Test norms/ procedure to be specified at par with latest DGMS guideline. (as per ISO)</p> <p>ii. <u>Tools &amp; Lubricants:</u> General maintenance/ Standard hand tool kit along with (Suspension charging kit: 01 set &amp; Air inflation kit: 01 Set) with details of Tools and 1st fill lubricants to be provided along with machine free of cost.</p>
--	--	---

**NB:** Bidder may quote separately for the optional attachments individually which shall be considered for procurement by Nalco whose cost shall be added to the basic cost of the Eqpt. for evaluation.

#### **4.0 5-YEAR COST CAP FOR O&M SPARES AND CONSUMABLES:**

NALCO intends to purchase the equipment with 5-year cost cap, (Which basically includes first 02 (two) years standard warranty and subsequent 03 (three) years warranty having cost cap value) (in Indian Rupees). The tenure of the contract for cost CAP for O&M spares shall be for a period of Five (05) years in general with following terms and conditions:

To achieve the minimum guaranteed equipment availability of 85% during first 02 years (warranty period) and 80% during subsequent three years, the party must submit the year wise lump sum cost for all five years consumables and subsequent three years Spares/ consumables with detail break up year-on-year basis as cost cap. The cost cap shall include the cost of spares/ consumable with all applicable taxes & duties.

#### **(A) Terms and conditions of Five years / 17,500 hrs cost cap for O&M Spares:**

- 01.** The maximum working hours in normal working condition for the wheel loader per year shall be approximately 3,500 hours (3 shift operation). The Bidder must quote for the cost of CAP value for the cost cap period of five (05) years from the date of commissioning. This is, however, purely an estimate, which may vary, depending on the prevailing conditions and the requirement. The cost cap period shall be 5 years from the date of commissioning (DOC)/ 17,500 run hours of the equipment, whichever is earlier.
- 02.** The cost cap value shall include the basic cost of the O&M spares and consumables with all duties/taxes as applicable for consideration.
- 03.** There is no limit on year wise cost Cap value. In case the CAP value is exhausted before end of the guaranteed Cost Cap period of 5 years/ 17,500 hrs of operation, **then the supplier shall supply all operation and maintenance (O&M) spares & consumables free of cost up to the end of cost cap period (i.e., 5 years).**
- 04.** The Bidder shall provide a detailed list of Spares & consumables with itemized price required for the particular FY before the beginning of the Year for which an annual open order (Direct Purchase Order) covering the list of spares for the fleet of equipment shall be released by Nalco (site) for supply. The spares and consumables list shall be fixed at the time of placing order with each item price of respective years shall be fixed for 5 years cost cap period.
- 05.** Spares and Consumables required for repairing the equipment due to mal operation, accident, and abuse, wrong handling will not be covered under the limit of cost cap. Any additional cost due to accidental and operational abuse shall be borne by Nalco. Nalco will provide separate Purchase Order (PO) for spares required to repair any. Wheel loader under the above situation



- 06.** For the warranty period i.e., for first two years, the CAP value shall cover only consumables as Spares shall be covered under the Standard Warranty for free replacement. For subsequent three years, the cost cap value should include all consumables & O&M spares.
- 07.** The successful Bidder is to ensure that the supplied. The Wheel loader is guaranteed for a minimum Average Availability of 85% per annum for the warranty period i.e., for first two years/ 7000 hours of operation and 80% (Average Availability) for subsequent three years of cost cap period. Availability will be calculated on monthly basis. Every month the availability of the equipment shall be recorded jointly by the purchaser and the supplier.
- 08.** This Cost Cap **will not cover Fuel (Diesel), Lubricants, Grease, and Tyres** and any Spares required for accidental damages, theft, pilferage, act of vandalism etc.
- 09.** Both the parties shall maintain a Logbook on daily basis for recording maintenance activities, defect noticed, if any, time of such defects, person operating the equipment, the person attending the defect from supplier, nature of repair, time taking for repair, Spares and Lube used and the date and time when the equipment is ready for operation. The format for such entry in the Logbook shall be jointly formulated and agreed by both the parties and signed by representative from each side
- 10.** All the spares (includes all electrical, rubber, plastic etc which are required to maintain the equipment in safe and productive manner), consumables, hardware, etc. (except glass) required for first 5 years shall be under the scope of the supplier.
- 11.** The Supplier should post competent Service Engineer at Site to take care of the day-to-day problems and supervision of the equipment. Accommodation of the staff and their conveyance to Mine site is under the scope of the supplier.
- 12.** Supplier will regularly monitor and perform technical analysis of various equipment system at fixed intervals. Supplier shall perform regular Oil sampling and suggest necessary corrective and preventive action to Nalco. Supplier and Nalco will jointly identify the areas of improvement and Nalco will assist the supplier by providing necessary Spares, Lubricants & manpower available for maintenance of the equipment.

**(B) NALCO's scope under cost CAP**

- 13.** Tools and tackles with manpower for daily and periodic maintenance jobs, minor repairs shall be under the scope of M/s Nalco. Nalco will provide suitable minimum skilled and unskilled manpower for regular maintenance of the equipment (Wheel loader). However, supplier will attend and supervise repair/ replacement jobs for any major and premature failures like engine, transmission, axle etc with mobilization of special Tools required during the repair.
- 14.** Maintenance bay, forklifts, EOT Cranes, Tyre Handlers, hydra, power supply, welding machines, electrodes for minor jobs etc. shall be provided by M/s Nalco.
- 15.** Equipment Washing and Workshop Facilities, Drinking Water, Electricity and Lighting facilities for Equipment's maintenance to be provided by Nalco on free of cost.
- 16.** Disposal of Scrap, Oil and Waste generated out of the supplied Wheel loader will be under the responsibility of Nalco.
- 17.** Access to supplier's representative to the equipment (LOADER truck) during working time at the project area for inspection, checks & to attend the LOADER truck.

**(C) Payment Terms for Cost CAP:**

18. The Bidder shall provide a detail itemized list of consumables with price required for the first two years (warranty period) whose price has **to remain valid for a period of two years for placement of PO**. 1<sup>st</sup> Year consumables has to be ordered along with the basic equipment and 2<sup>nd</sup> year consumables shall be ordered by site at appropriate time on repeat order basis.
19. The Bidder shall provide a detail itemized list of consumables and required Spares at **prevailing price for the particular FY** at the beginning of the Year. An annual open order (direct Purchase Order) covering the submitted list of spares at prevailing price for the fleet of equipment shall be released by Site (Mines) for supply. The supply of spares can be made with a staggered delivery option (i.e., phased manner) based on the actual requirement and consumption of the spares.
20. Payment to the spares supplied by the vendor with applicable taxes shall be released as per prevailing practice at Nalco Mine, i.e., against creation of GR & inspection for the spare supply within 15 days from the date of receipt at Mines limiting to the cost cap value.
21. The spare parts should be carefully and meticulously planned and supplied in advance by the supplier in order to avoid delay in releasing the machines for operation. If the equipment is delayed for more than 07 days for Minor items/spares and 15 days for major spares from the date of B/D for want of spares, then additional penalty of 1% of the particular spares cost offered by the supplier subject to max of 5% of total spares cost of the concerned year shall be imposed. This is not applicable for the reason of breakdown attributable to Nalco.
22. Performance Guarantee during cost cap period: After expiry of warranty period of 2 years/ 7000 run hours, the successful bidder has to submit, under 5-year cost cap, a performance bank guarantee for an amount equal to **3/5<sup>th</sup> of the offered cost cap value** for a period of 39 months (36 months + 3 months grace period).

## 5.0 SPECIAL CONDITIONS:

### 5.1 **ERECTION AND COMMISSIONING:**

- (a) Erection & Commissioning of the equipment will be the responsibility of the supplier. The price for Erection & Commissioning may be quoted separately as per price schedule format which is inclusive for price comparison to arrive at L1 cost.
- (b) Supplier's responsibility:
- (c) On request of the supplier, NALCO may provide/ facilitate all handling equipment, mobile crane, welding sets and other materials for erection & commissioning free of cost subject to availability.
- (d) The supplier is required to organize the erection and commissioning on their own. Matching with delivery schedule a separate order for erection and commissioning will be issued to the successful Bidder, who will carry out the erection and commissioning, and the supplier is fully responsible for completion of the contract. The erection work order will be issued on the Bidder, considering supply and erection as a package on successful tender basis as per price offered in the original tender.
- (e) Supplier or his nominee will have to take necessary insurance coverage for their men and materials. The supplier shall be fully responsible for any loss/damages caused to the materials and injuries/any eventualities caused to the workmen.
- (f) The contractor must make their own arrangements for to & fro travel of their persons to the project site and for the stay of their personnel deployed to carry out the works.
- (g) The supplier of the equipment will be fully responsible for complete erection and commissioning of the Wheel loader and adhere to the Nalco's safety norms of their staff engaged at our site during the erection and commissioning.

**5.2 FAILURE BY THE CONTRACTOR TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:**

If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor.

NALCO reserves the right to cancel the order or make alternative purchase of the equipment of similar description from elsewhere at the risk and cost of the supplier duly giving an advance notice of 30 days to this effect and in such an event the vendor/ supplier will be liable to pay any losses that may be incurred by Nalco. All correspondence in connection with the above may be addressed to the Dy. General Manager (Materials), NALCO Mines, Panchpatmali, Damanjodi, Koraput, India, except for the reasons specified in the Force Majeure Clause, Nalco shall have the right to levy the penalty as provided above.

**5.3 STANDARD WARRANTY:**

The Wheel loader shall have a guarantee of 24 months or 7,000 Hours of operation, whichever is earlier, from the date of successful commissioning against defective design, faulty materials of construction, poor workmanship, faulty operating characteristics and unsatisfactory performance. If the equipment fails within this period the supplier shall repair/ replace within 07 days of identification of problem, at their own expense and as promptly as possible and shall make the required alteration, repairs and replacements as may be necessary to permit the equipment to function in accordance with the specifications and to fulfill the warranty obligations. In case major failures are observed, the seller shall have to replace the total equipment with new equipment to the complete satisfaction of purchaser and in such case the guarantee period shall be reckoned from the time of satisfactory rectification/ replacement only.

**SERVICE ENGINEER:** During warranty period, the supplier should post one competent service Engineer capable of handling all equipment related issues at site to attend all the warranty repairs immediately after break-down (B/D) including supply spares and manpower.

**5.4 PERFORMANCE GUARANTEE:**

1. The equipment should be guaranteed for a minimum average availability of **85% per annum** during the warranty period (i.e., two (2) years/ 7,000 hrs. of operation, whichever is earlier) from the date of commissioning also 80% in the subsequent three (3) years of Cost Cap. The performance guarantee availability will be calculated on **monthly basis**.
2. In case the actual overall average availability of the equipment falls short of the minimum guaranteed availability as stated above, the supplier will be liable to pay **penalty** to Nalco @ 1.0% of the basic value of the equipment for every 1% drop of availability or part thereof from the guaranteed availability subject to a maximum penalty of 5% of the basic value of the equipment. The penalty will be calculated on Monthly availability basis for the whole warranty period i.e., two (2) years from date of commissioning/ 7,000 hrs. of operation.
3. In the event of the equipment cannot achieve the average availability of 85% in first 2 years at any time during the above guarantee period of 24 months, the supplier will have the option to carry out repair or modification to the equipment at their cost for bringing the equipment availability to the guaranteed level. For this purpose, the supplier will be allowed a total time of 3 months apart from the above guarantee period of 24 months for undertaking repair/ modification.
4. The time taken for repair/ modification (as mentioned above) by the supplier will, however, be excluded for the purpose of calculating the average availability. However, the guarantee

period of 24 months will remain and would get extended by the time availed by the supplier for carrying out the repair/ modification to the equipment.

5. In the event the average availability is found below 70% consistently over a reasonable period of 6 months during warranty period ( i.e., two years/ 7000 hrs. of operation whichever is earlier), the equipment is liable to be rejected and the supplier will be required to take back the equipment at their own risk & cost and replace it with a similar new equipment on free of cost (destination) to the penalty of 5% will be recovered by encashing the performance bank guarantee submitted by the supplier.
6. The availability of the equipment will be calculated by using the formula given below:  
**Formula:** (%) Percentage of availability = {Schedule hours in a month - (Breakdown hours + preventive maintenance)} x 100 / Schedule Hours  
 Where: Schedule shift hours in a month = (No of shifts per day) x (8 working hrs) x (No. of working days in the month)  
 Every month the availability of the equipment shall be recorded jointly by Nalco and the supplier.
7. The bids offering performance guarantee for less than 24 months or indicating equipment availability less than 85% during warranty period shall be liable for rejection

## **5.5 PRE-DISPATCH INSPECTION AND TESTING:**

Final inspection and performance testing shall be carried out by NALCO at NALCO site, and the result shall be binding on the supplier on whom order is placed. NALCO should have the option for test in its laboratory, and its report should be final and binding.

## **5.6 STATUTORY CLEARANCE:**

Any required formalities/ permissions need to be taken from the statutory authorities will be under the scope of vendor. M/s NALCO shall provide possible assistance in this regard.

## **5.7 MATERIAL/ EQUIPMENT QUALITY AND WORKMANSHIP:**

All the materials to be used and equipment supplied shall comply with their respective standards. Quality of workmanship shall be in accordance with modern engineering practices, and the vendor will be responsible for overall quality and workmanship.

## **5.8 SAFETY:**

Prior to commencement of any work at site, requisite clearance shall be obtained from the safety officer of NALCO. Vendors should abide by all the safety rules and regulations of the Mines. Safety of equipment and PPE required for workers during site activities shall be the responsibility of Vendor.

## **5.9 OBLIGATIONS OF NALCO:**

NALCO will provide basic technical information in relation to Wheel loader, and this information is not a limiting factor in designing and manufacture the equipment conforming to latest codes and the vendor must supply the equipment complete in all respects. Bidder is expected to be knowledgeable enough to carry out the work even if certain information is missing from the specifications given by Nalco.

- a) Providing access to the site installation to vendor's commission team shall be under M/s Nalco's scope
- b) Movement of materials at site and clear approach road to the site is under Nalco's scope
- c) Proper illumination in the working area
- d) NALCO may provide necessary accommodation in the township for the personnel of the vendor on payment basis subject to availability.

- e) NALCO will not extend any facilities regarding communication, secretarial assistance and computer facilities to the personnel of the Vendor.

## **5.10 AMC**

The successful vendor should have no objection to enter a contract for Annual maintenance contract (AMC).

## **5.11 SITE VISIT**

The Vendors may visit the site to get acquainted with the conditions before submission of offers.

## **5.12 PACKAGING AND IDENTIFICATION**

- a) All packaging shall be done in such a manner as to reduce the volume. The equipment shall be dismantled into major components, suitable for shipment and shall be properly packed to provide adequate protection during shipment. All assemblies shall be properly match marked for site erection.
- b) Attachments, spare parts of the equipment and small items shall be packed separately in wooden cases. Each item shall be appropriately tagged with identification of main equipment, item denomination and reference number of the respective assembly drawing.
- c) Detailed packing list in water-proof envelope shall be inserted in the package together with equipment.
- d) Each equipment shall have an identification plate giving salient equipment data, make, year of manufacture, equipment number, name of manufacturer etc.
- e) Vendor shall furnish procedure for prolonged storage of supplied equipment/ material at site.

## **5.13 PERFORMANCE TESTING**

- a) A field performance test shall be conducted by the vendor to demonstrate the performance of the Wheel loader as per the data sheet after commissioning.
- b) Any deviation noticed during Performance trial shall be rectified by the vendor immediately till the trial & optimum performance of 1-month time from date of commissioning is declared as successful without any extra financial implication to NALCO.

## **5.14 PROTECTION AND PAINTING**

- a) All exposed carbon steel parts to be painted shall be thoroughly cleaned from inside and outside to remove scale rust, dirt and other foreign materials by wire brushing and shot/grit blasting as applicable.
- b) Non-ferrous materials, austenitic stainless steels, plastic- or plastic-coated materials, insulated surfaces of equipment and pre-painted items need no painting.
- c) Machined and bearing surfaces shall be protected with varnish or thick coat of grease.
- d) Painting Specification shall be as per the Job Specification.
- e) The colour of finish coat shall be intimated to vendor, after placement of order. The equipment will be painted with the Standard Colour as per the manufacturer's specification

## **5.15 SPARE PARTS**

- a) Vendor shall submit list of spare parts with recommended quantities and itemized prices for first two years of operation of the equipment along with balance three years against 5 years cost cap.
- b) Recommended spares and their quantities should consider related factors of equipment reliability, effect of equipment downtime upon production or safety, cost of parts and availability of vendor's service facilities around the proposed location of equipment. The successful vendor shall warrant that spare parts for the system would be available for a

minimum of Twelve (12) years or 35,000 Hrs. If vendor discontinues the production of spare parts, vendor shall give at least twenty-four (24) months' notice prior to such discontinuation so that the owner may order his requirements of spares in one lot or any other arrangement.

- c) Vendor shall also submit a list of commissioning spares with quantities. The commissioning spares shall be sufficient for trouble free commissioning of the system at site. The cost of the commissioning spares should be included in the basic price of the Wheel loader. Any commissioning spares required during commissioning, and above, the commissioning spares supplied, shall be made available by the vendor without any cost and time implication to purchaser. Any unused commissioning spares shall be handed over to owner.

#### **5.16 SUBMISSION OF DOCUMENTS:**

All parts manual, service manual, drawings and data sheet to be furnished for technical evaluation. The detailed schedule is given under 'Completion Period' Clause elsewhere in the document.

#### **5.17 GENERAL REQUIREMENTS:**

The equipment offered should be brand new with state-of-the-art technology and proven field track record. No prototype equipment shall be offered.

- 5.18** In case of any contradiction between various referred standard specification/ datasheet and statutory regulations, the following order of priority shall govern:

- Statutory Regulations
- Data Sheets
- Job Specifications
- This specification
- Codes and Standards

Owner's concurrence shall, however, be sought before taking a decision in this matter.

- 5.19 Training:** The Supplier should conduct comprehensive training to both Technicians & Operators for a period of not less than 10 days. Both Theoretical & Practical (operational) training should be imparted at Nalco Mine Site only.

**Annexure-XXI to TS**

**BILL OF QUANTITY & SCHEDULE OF RATES (PRICE BID)**

*(refer to BOQ Annexure - XXVIII for all purposes)*

Sl. No.	Description	UOM	Qty
			1
<b>A</b>	Manufacture, procurement of materials & bought out components, assembly at shop, inspection, testing at manufacture's work site, painting, supply and delivery of <b>Wheel Loader</b> , complete with supply of all requisite first fill oil & lubricants and as per technical specification along with Standard Tools & Tackles.	Nos.	2
<b>B</b>	Transportation charges up to destination at NALCO Mines for all the ordered Items.	Lump sum	2
<b>C</b>	Cost cap Value for 5 years ( <i>as per details mentioned at Clause No 20.0 of document</i> )	Lump sum	2
<b>D</b>	Radial Tyres only (With Wheel Rims)	Nos.	4
<b>E</b>	Special Tools & Tackles (if any) as optional items. <i>For indicative purpose only, if required NALCO will procure these special tools at later stage and this price (So.no: E) will not be part for evaluation to determine the Inter-se bid position.</i>	Set	2
<b>F</b>	Erection & Commissioning: Erection, commissioning, testing, performance guarantee run at NALCO Mines site.	Lump sum	2
<b>G</b>	Supply of Retrofit items (lump sum) for DGMS compliance on FOR Destination basis.	Set	2

**Note:**

*This format is for reference purpose only. Please refer to BOQ Annexure - XXVIII for all purposes.*

- 1) The tender price shall be evaluated considering "A + B + C + D + F + G (above)" only.
- 2) Break-up for taxes, duties etc. to be suitably indicated by the bidder.
- 3) The price quoted for erection, commissioning & testing, cost of retrofit items (lump sum) for DGMS compliance; shall be considered for price evaluation of the bid. Separate Purchase Order shall be placed for these. The Bidder needs to give details of the vendor on whom the PO shall be placed.

**Signature and Seal of the Bidder with date**



**Annexure-XXII to TS**

**ELIGIBILITY ASSESSMENT SHEET**

Sl. No.	Name of the Organization	Equipment Capacity	Year of Commissioning & No. of years of operation	Order Details	Customer Details

Signature of the Authorised Bidder  
Name, Designation, Seal and Date

**Annexure-XXIII to TS**

**STANDARD TOOL LIST**

**List may be furnished by the bidder or as per requirement**

**Annexure-XXIV to TS**

**MANUFACTURER'S DATA SHEET**

**Bucket Wheel Loaders CAPACITY 10.5 m<sup>3</sup> (Cu.Mtr.) to 14 m<sup>3</sup> (Cu.Mtr.) (Off Highway)**

**(To be submitted by the bidders)**

<b>Date sheet</b>	<b>Fill up (data, figures, values, Yes/no, brief description)</b>
Bucket Load Capacity (in M3)  Engine Model Turbo charged 4 stroke diesel Engine with after cooler Gross Power Engine Net HP Rated Engine Speed RPM No. of Cylinders Bore Stroke Displacement Peak torque Automatic Idling system TIER-II/TIER III & above (EPA) Engine  Lubrication system Air cleaner type Cooling System	
Transmission Model/Make Transmission type No. of Forward with speed No. Reverse with speed Maximum travel speed	
Axle & Final Drives Drive system (Four wheel) Front type Rear type Reduction Gear Differential Gear Final Reduction Gear	
Brakes Service Brakes Front Rear Parking brake Retarder Secondary brake Brake Surface Front Brake surface rear	

Date sheet	Fill up (data, figures, values, Yes/no, brief description)
Hydraulic system Hydraulic Pump type Hydraulic pump capacity Hydraulic Cycle time Raise LOAD Lower (Empty)	
Steering Type Supplementary steering Minimum turning Radius Maximum steering angle	
Weight Distribution  Empty weight Maximum gross weight  Weight Distribution at SAE Carry (Unloaded) Empty Front Axle Empty Rear Axle  Weight Distribution at SAE Carry (Loaded) Loaded Front Axle Loaded Rear Axle	
Radial tyre Size Radial tyre Make	
Axle Type  Differential ratio Planetary ratio Total reduction ratio	
Cabin Features  ROPS (Rollover protective structure) FOPS (falling objects Protective structure) AC, defroster, blower (yes/no) Power window Seat Suspension type Seat Belt Steering Column type VHMS compatibility Pay load PLMS Sun visor, laminated screen Wiper type Instrument panel with all gauges and indicators	
DGMS Features (Yes/no) /type  Rear View Camera and monitor Rear View Mirrors Blind spot mirror Proximity device (Electronic anti-collision device) Horn	

Date sheet	Fill up (data, figures, values, Yes/no, brief description)
<p>           Seat belt reminder            Fatigue monitoring system            Emergency brake            Emergency steering            Audio-visual back up alarm            Head lights, fog lights, LEDs, dippers (all indicators with stop &amp; taillights)            Wheel blocks            Auto retarder            Rock ejectors            Engine &amp; transmission guard            Cabin sides walkway, safety handrail RHS/LHS  <u>Anti-lock braking system (ABS)OPTIONAL</u>  <u>Auto spin Regulator (ASR)OPTIONAL</u>            Ladders (machine &amp; Tank)            Fire extinguisher            Safety Vandalism protection            First aid box              Guards (thermal(turbo), fire protective covers for hoses, harnesses, Drive shaft guard front &amp; rear)              All gauges (for all vital parameters)              Centralized lubrication system            (Lincoln only)              Batteries for cold area, sand &amp; dusty area arrangement (yes/no)              Mud flaps/guards.         </p>	
<p>           Machine dimension              Overall length            Overall width            Overall height            Wheelbase            Hinge Pin Height Max height              Hinge pin height carry position            Ground clearance            Hitch height            Overall height top of the stack            Over Height ROPS CAB              BUCKET              Bucket Type            Struck Capacity            Heaped Capacity            Bucket Width            Bucket Weight            Dumping Clearance         </p>	

Date sheet	Fill up (data, figures, values, Yes/no, brief description)
Bucket Digging Depth Static Tipping Load Operating weight Breakout Force Loader Clearance circle diameter Full dump Angle Bucket width Bucket overall length Dump Clearance at Full Lift and 45° Discharge (Edge) Dump Clearance at Full Lift and 45° Discharge (With Teeth) Reach at Lift and 45° Discharge (Edge) Reach at Lift and 45° Discharge (Edge) Reach with Lift Arms Horizontal and Bucket Level Overall height with Bucket at Full Raise	
Service Refill Capacities (litres/gallons)  Fuel Tank Cooling system Engine Oil (crank case) Hydraulic system includes tank for (Brake, retarder & Hoist) Transmission/ torque converter, Steering System Includes tank Suspension (front & Rear) Final drive Differential Any other refill capacity	
Chassis/ Main frame/ V Body Brief description	
Manual (parts, service), Drawings, any other technical literature	
Sound & vibration standards Cabin sound dB(A) Truck Vibration (horizontal and vertical)	
Electrical system(volts) Batteries maintenance free (voltage and amp-hour) Alternator Self-motor Lighting system Back up light(halogen/LED) Directional signals/ hazard warning (front & rear LED) Headlights (halogen/LED with dimmer) Hazardous lights (LED) Stop/taillights (LED) Alarm, backup	
Exhaust Emission norms  Nitrous oxide NOx Carbon content CO, CO2, HC Sulphur Content	
DETAILS OF STANDARD EQUIPMENT  Engine Power Trian Linkages	

Date sheet	Fill up (data, figures, values, Yes/no, brief description)
CAB Electrical & Lighting System Safety Equipment Others	
OPEARTING SEPCIFICATIONS	
SOUND PERFORMANCE Sound Levels <b>Standard</b> <b>Suppression</b> Operator Sound Level (ISO 6396:2008) Machine Sound Level (ISO 6396:2008)	

**Signature and Seal of the Bidder with date**



**Annexure-XXV to TS**

**DEVIATION SCHEDULE TO TERMS AND CONDITIONS OF ENQUIRY**

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

Sl. No.	Clause No.	Technical / NIT Specification	Deviation Taken against ENQUIRY condition	Reasons for deviation

**Signature of Tenderer with  
Name, Designation, Seal and Date**

## **SECTION - VII**

### **ANNEXURES, FORMS AND PROCEDURES**

**Annexure-XXVI**

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

**IMPORTANT**

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

Sl. No.	Descriptions	Vendor's Confirmations
1	(i) Acceptance of Technical specifications and scope of work as per attached <b>Section-VI</b> .	
	(ii) Confirm that you have studied complete tender documents including technical and commercial part and your offer is in accordance with the requirements of the tender document.	
	(iii) Confirm your compliance & acceptance with the total Scope of supply & Work mentioned in the Bidding Document. Confirm that all materials shall be supplied as per Standards and Specification	
	(iv) In case of deviations, confirm that the same has been highlighted separately.	
2	Confirm that data sheets/ technical questionnaire duly filled in are attached, wherever required.	
3	Confirm parts list, wherever required with item wise prices have been submitted for following categories	
	Commissioning Spares	
	Standard Tools & Tackles	
	Special Tools & Tackles	
	Consumables for 05 years (Cost Cap)	
	O&M Spares for 03 years after warranty period (Cost Cap)	
	Retrofit items for DGMS compliance	
	Optional attachments	
4	It is noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer.	
5	Indicate Manufacturer's name, email & address with Tel./ Mob. no. etc.	
6	Confirm that the quoted prices are based on DAP NALCO Bauxite Mines, Damanjodi basis including packing & forwarding.	
	(i) If quoted on Ex-works basis, indicate P&F charges in terms of percentage.	
	(ii) Indicate dispatch station.	
7	Please confirm that firm freight charges up to Site are quoted in price bid.	
8	In case you have not quoted the freight charges separately in the Price Schedule, please quote the same in terms of % of the quoted FOT dispatch point price.	
9	Confirm you have quoted prices strictly in the price schedule format enclosed with NIT documents.	

Sl. No.	Descriptions	Vendor's Confirmations
10	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract (except for Cost Cap items).	
11	(a) Statutory variation in GST, if any, up to the contractual delivery date (CDD) shall be borne by NALCO. Any increase beyond the CDD shall be borne by the vendor. However, the benefit of any reduction in any of the above statutory levies beyond CDD must be passed on to NALCO. Pl. note and confirm.	
	(b) Please indicate the present rate of GST applicable on the supplies (For Intra-state supplies CGST + SGST shall be applicable whereas for Inter-state IGST shall be applicable. Vendor to quote accordingly).	
	(c) If there is any increase in GST at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by the vendor.	
	(d) If GST is presently not applicable, confirm whether the same will be borne by the vendor in case it becomes leviable later.	
	(e) In case (c) or (d) is not acceptable, advise maximum rate of GST chargeable	
12	Confirm submission of GSTIN along with acknowledgement receipt containing the ARN	
13	Confirm in case of delay on a/c of vendor, any new or additional taxes and duties imposed after contractual delivery shall be to vendor's account.	
14	Confirm acceptance to Delivery/ Completion Period as mentioned in tender documents	
15	Confirm utility requirement wherever applicable are given in offer.	
16	Confirm customer references are given in offer.	
17	Confirm complete technical literature/ catalogue are being submitted along with offer.	
18	Confirm acceptance of Price Reduction Schedule for delay in deliveries specified in Tender Documents.	
19	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
20	Confirm that the quoted prices shall remain firm and fixed till complete execution of order.	
21	Confirm that Contract cum Performance Bank Guarantee wherever required will be furnished for value and terms & conditions as per document attached with tender documents.	
22	Confirm acceptance of Guarantee/ Warranty as per documents attached with tender.	
23	Confirm that quoted prices are inclusive of all inspection & testing charges as per NIT terms.	
24	Although you were not eligible for input tax credit of Central & State Taxes in pre-GST period but under GST you are entitled to full credit of GST paid and you shall have benefit of incremental input tax credit under the GST regime as above. As such you need to pass on the benefit of your incremental input tax credit to NALCO. Accordingly, please quote your best basic prices (in the Price bid)	

Sl. No.	Descriptions	Vendor's Confirmations
25	Indicate type of your Vendor category under GST: Compounding Scheme Vendor or Registered Vendor or Un Registered Vendor If Vendor is GST Compounding Scheme vendor, please confirm that you have submitted the copy of the declaration: FORM GST-CMP 01 or FORM GST CMP 02. (In case of non-submission of these documents, your offer may be liable for rejection.)	
26	Please confirm that you have quoted the HSN (Harmonized System of Nomenclature) code of goods or Accounting Code of services for all items as per scope of work of NIT.	
27	(i) All other Commercial terms & conditions shall be as per Standard Terms & Conditions of Purchase Order (Indigenous) and other documents attached with the NIT. Confirm acceptance. (ii) Please confirm acceptance to attached Terms & Conditions for erection, testing, commissioning at Site (iii) In case of deviations, confirm clause wise comments have been specified in the format attached at the end of this questionnaire. (iv) All the terms & conditions have been indicated in this format including Annexure and has not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.	
28	If offer is based on certain Imported Raw Materials required for Equipments/ Materials offered, please note and specify the following: (i) Owner will not provide any Import License for the same. Any expenditure towards the same shall be borne by Seller. (ii) Indicate Description, Quantity & CIF value of Imported Materials (in Rs.) for each Equipment/ item of quotation in price bid. (iii) Confirm that all variations in Customs duty and Foreign Exchange till complete execution of the contract shall be to Seller's account.	
29	Confirm that all taxes, duties and levies of any kind payable by Seller up to the stage of handing over of the system to Owner shall be borne by you.	
30	The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner, or the vendor is a Private Company in which any of the Directors of Owner is a member or Director.	
31	Confirm that the quoted prices are valid for acceptance up to six (6) months from the final due date of submission of Bid.	
32	Confirm that quoted prices for Optional attachments are valid for the stated period as asked in the tender documents.	
33	Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
34	Confirm that net worth of your company during the last financial year is positive.	

Sl. No.	Descriptions	Vendor's Confirmations
35	Please furnish Annual Report containing Balance Sheet & Profit & Loss Account for the last 3 years.	
36	As soon as shipment/ dispatch is made, the seller shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.	
37	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU. Confirm you have submitted declaration to this effect as per tender conditions.	
38	Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id. If e-mail id is not available, an undertaking is to be given that e-mail id is to be registered within 2 weeks of bid submission	
39	Vendors shall indicate the SAC code and the applicable GST rate for the Service activity	
40	Confirm you have submitted Earnest Money Deposit (EMD) as per NIT	
41	Confirm you have submitted two original copies of the pre-contract Integrity Pact as per NIT.	
42	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT.	
43	The Vendor is required to state whether M/s. RTAP/ AP/ ALCAN has any shareholding/ management control in your Company.	
43	Please confirm that you will generate the E-waybill as per tax invoice following the provision of E-waybill Rule 138 to 138 D read with notification issued by respective States, if any.	
44	Please confirm type of Supplier i.e., Whether Class-I or Class-II local supplier or Non-Local Supplier (As defined in order dtd. 16.09.2020 & OM Dtd. 04.03.2021 of DPIIT, Ministry of Commerce and Industry, GoI).	
45	Provision for PREFERENCE TO MAKE IN INDIA: Please confirm your acceptance to the said provision	
46	Confirm percentage of local content for the offered goods.	
47	Confirm, Certificate for local content from statutory auditor or cost auditor of the company or form a practicing cost accountant or practicing chartered accountant.	
48	Bill of Quantity (BOQ)	
(a)	Price must be filled in the soft copy of the SOP furnished along with the tender document. Please note that the format of the Excel file including columns of Item No., Description, Unit, Quantity, name of files or worksheet, etc. are not to be edited by the tenderer.	
(b)	Confirm that price has been quoted for all items of BOQ.	
(c)	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and conditions are mentioned in the price part, the same shall be treated as null and void.	
49	Confirm that adequate numbers of construction equipments, tools, Tackles, etc. have been considered which will be sufficient to complete the work as per the time schedule.	
50	Confirm that you have proposed adequate project/site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC, etc.	

<b>Sl. No.</b>	<b>Descriptions</b>	<b>Vendor's Confirmations</b>
51	Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all WORK as per Owner's construction and priority schedule and in accordance with the available work front are included in the quoted rates.	
52	Confirm that all authenticated documents submitted for meeting the BQC are certified as per authentication requirement defined in the bidding document.	
53	Confirm that the prices for supply and services are inclusive of Indian income tax.	

Place:

Date:

Signature :

Name :

Designation :

Seal :



**DEVIATIONS TO TENDER DOCUMENTS**

SL. NO.	REFERENCE OF TENDER DOCUMENT		SUBJECT	DEVIATIONS
	DOCUMENT/ SECTION	CLAUSE NO.		

NOTE: This shall be submitted along with the Un - priced Offer. Deviation mentioned anywhere else in the offer shall not be considered.

Signature:

Date:

Name:

Designation:

Seal:

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

**IMPORTANT**

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

<b>Sl. No.</b>	<b>Descriptions</b>	<b>Vendor's Confirmations</b>
1	(i) Acceptance of Technical specifications and scope of work as per attached <b>Section-VI</b> .	
	(ii) Confirm that you have studied complete tender documents including technical and commercial part and your offer is in accordance with the requirements of the tender document.	
	(iii) Confirm your compliance & acceptance with the total Scope of supply & Work mentioned in the Bidding Document. Confirm that all materials shall be supplied as per Standards and Specification	
	(iv) In case of deviations, confirm that the same has been highlighted separately.	
2	Confirm that data sheets/ technical questionnaire duly filled in are attached, wherever required.	
3	Confirm parts list, wherever required with item wise prices have been submitted for following categories	
	(a) Commissioning Spares	
	(b) Standard Tools & Tackles	
	(c) Special Tools & Tackles	
	(d) Consumables for 05 years (Cost Cap)	
	(e) O&M Spares for 03 years after warranty period (Cost Cap)	
	(f) Retrofit items for DGMS compliance	
	(g) Optional attachments	
4	It is noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer.	
5	Indicate Manufacturer's name, email & address with Tel./ Mob. no. etc.	
6	Confirm you have quoted prices strictly in the price schedule format/ Bill of Quantity (BOQ) enclosed with tender documents.	
7	Indicate International sea Port of exit/ shipment.	
8	Please confirm that ocean freight charges nearest leading Indian sea port have been quoted by you in the Price Schedule/ BOQ.	
	(a) In case you have not quoted the ocean freight charges to nearest leading Indian sea port separately in the Price Schedule, please quote the same in terms of % of the quoted FOB price	

Sl. No.	Descriptions	Vendor's Confirmations
9	Indicate Shipping weight (net and gross) including dimensions/ volume of consignments.	
10	As soon as shipment/ dispatch is made, the seller shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.	
11	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract (except for Cost Cap items).	
12	Indicate the country of origin of goods offered.	
13	Confirm that the quoted prices are in the currency of country of origin and also indicate currency of quote.	
14	Confirm acceptance to Delivery/ Completion Period as mentioned in tender documents.	
15	Confirm utility requirement wherever applicable are given in offer.	
16	Confirm customer references are given in offer.	
17	Confirm complete technical literature/ catalogue are being submitted along with offer.	
18	Please confirm that you have indicated the item wise HS Code of all items as per scope of Work of the NIT.	
19	Confirm acceptance of Price Reduction Schedule for delay in completion specified in Tender Documents.	
20	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
21	Letter of Credit shall be opened through a Govt. of India Bank and hence need not be confirmed. Confirm that confirmed L/C is not required by you.	
22	In case confirmed L/C is required, L/C confirmation charges shall be to your account.	
23	All Bank charges and Stamp duties payable outside India in connection with payments to be made under this Purchase Order shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser.	
24	All taxes, duties and levies of any kind payable up to FOB Port of Shipment shall be borne by you.	
25	Confirm that the quoted prices shall remain firm and fixed till complete execution of order.	
26	Please indicate name and address of your Bankers.	
27	All correspondence must be in ENGLISH language only.	
28	Confirm that Contract cum Performance/ Performance Bank Guarantee wherever required will be furnished for value and terms & conditions as per document attached with bidding document/ NIT.	
29	Confirm acceptance of Guarantee/ Warranty as per documents attached with tender/ NIT.	
30	Confirm that the quoted prices are inclusive of all inspection & testing charges as per tender documents	
31	Confirm that the quoted prices are valid for acceptance up to six (6) months from the final due date of submission of Bid.	
32	Confirm that quoted prices for Optional attachments are valid for the stated period as asked in the tender documents.	
33	Confirm that in case of placement of order, you will be submitting firm cargo details containing weight, dimensions, no. of packages,	

Sl. No.	Descriptions	Vendor's Confirmations
	no. and types of containers required and port of shipment within one month of placement of order.	
34	Confirm that the quoted prices for ocean freight charges to nearest leading Indian sea port shall remain valid for acceptance up to one month beyond submission of complete cargo details by you.	
35	In case the order is converted to CFR basis at NALCO's option, then the free time for detention of containers shall not be less than 14 days	
36	(i) All other Commercial terms & conditions shall be as per the Standard terms & conditions of Purchase (Import), Special conditions of the contract and other documents attached with the NIT. Confirm acceptance.	
	(ii) Please confirm acceptance to attached Terms & Conditions for erection, testing, commissioning at Site.	
	(iii) In case of deviations, confirm clause wise comments have been specified in the format attached at the end of this questionnaire.	
	(iv) All the terms & conditions have been indicated in this format including Annexure and has not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.	
37	The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner or the vendor is a Private Company in which any of the Directors of Owner is a member or Director.	
38	Confirm that net worth of your company during the last financial year is positive.	
39	Please furnish Annual Report containing Balance Sheet & Profit & Loss Account for the last 3 years.	
40	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU. Confirm you have submitted declaration to this effect as per tender conditions.	
41	Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
42	Furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail-id. If e-mail id is not available, an undertaking is to be given that e-mail id is to be registered within 2 weeks of bid submission.	
43	Confirm you have submitted Earnest Money Deposit (EMD) as per NIT	
44	Confirm you have submitted two original copies of the pre - contract Integrity Pact as per NIT.	
45	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT.	
46	The Vendor is required to state whether M/s. RTAP/ AP/ ALCAN has any shareholding/ management control in your Company.	
47	Provision for PREFERENCE TO MAKE IN INDIA: Please confirm acceptance	
48	Confirm percentage of local content for the offered goods.	
49	Confirm, Certificate for local content from statutory auditor or cost auditor of the company or form a practicing cost accountant or	

Sl. No.	Descriptions	Vendor's Confirmations
	practicing chartered accountant.	
50	Bill of Quantity (BOQ)	
(a)	Price must be filled in the soft copy of the SOP furnished along with the tender document. Please note that the format of the Excel file including columns of Item No., Description, Unit, Quantity, name of files or worksheet, etc. are not to be edited by the tenderer.	
(b)	Confirm that price has been quoted for all items of BOQ.	
(c)	Confirm that deviation/ terms & conditions are not mentioned in the price part. In case any terms and conditions are mentioned in the price part, the same shall be treated as null and void.	
51	Confirm that adequate numbers of construction equipments, tools, Tackles, etc. have been considered which will be sufficient to complete the work as per the time schedule.	
52	Confirm that you have proposed adequate project/site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC, etc.	
53	Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all WORK as per Owner's construction and priority schedule and in accordance with the available work front are included in the quoted rates.	
54	Confirm that all authenticated documents submitted for meeting the BQC are certified as per authentication requirement defined in the bidding document.	
55	The quoted prices of site work, contracts and other services of foreign supplier/ contractor shall be " <b>gross of Income Tax</b> " i.e., <b>inclusive of Indian income tax</b> at the applicable prevailing rate as per Double Taxation Avoidance Agreement (DTAA)/ Indian Income Tax Act & Rules there under. Owner shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for Tax Deducted at Source (TDS) shall be provided by the owner to the supplier/ contractor.	
56	In case foreign bidder quotes Prices of site work, contracts and other services " <b>net of Income Tax</b> " i.e., <b>exclusive of Indian income tax</b> , Owner shall deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per DTAA/Indian Income Tax Act and Rules thereunder. While evaluating, the quoted price shall be loaded, after grossing up applicable prevailing rate as per DTAA/ Indian Income Tax Act & Rules there under.	
57	For foreign service in India, the service provider shall furnish Tax Residency Certificate (TRC), Form 10F under Indian Income Tax Act, No Permanent Establishment (No PE) declaration, Permanent Account Number (PAN) in India, if available	
58	Failing to provide above documents/ information, tax will be withheld at rates applicable as per the provisions of Indian Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rates will not be given.	

Place:

Signature:

Date:

Name:

Designation:

Seal:

**DEVIATIONS TO TENDER DOCUMENTS**

SL. NO.	REFERENCE OF TENDER DOCUMENT		SUBJECT	DEVIATIONS
	DOCUMENT/ SECTION	CLAUSE NO.		

NOTE: This shall be submitted along with the Un - priced Offer. Deviation mentioned anywhere else in the offer shall not be considered.

Signature:

Date:

Name:

Designation:

Seal:



Tender Inviting Authority: GM (Materials), NALCO Corporate Office, Bhubaneswar (Odisha), India

Name of Work: supply, erection & commissioning of two (02) units of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m3 (Cu.Mtr.) to 14 m3 (Cu.Mtr.) for Bauxite Mines at NALCO, Damanjodi, Odisha (India)

BIDDING DOCUMENT/ NIT NO: NBC/MM/510/8-1123/LOADER/GTE/2025

Offer No. & Date:

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NOTE:-

1. Do not insert any additional sheet, rows, column or any condition in the BOQ sheet. Please do not tamper with the BOQ sheet. Enabled Cells (Cyan Colour), are only to be filled by the bidder. Non-compliance may lead to rejection of the bid.

2. In case the bidder opts not to quote against any of the Sl. Nos. (Enabled Cells (Cyan Colour)), please enter "Zero"/ "0".

3. Bidder to clearly indicate Quoted / Not Quoted against each Sl. No. in the column 6 and 7 in the BOQ below and submit the same duly stamped and signed in the un-priced part-1 bid. The priced part of this BOQ shall be submitted in the price bid only.

4. Foreign bidders shall quote the FOB price in respective cell under column 6. Indigenous bidders will quote FOT dispatch point price in respective cell under column 6.

5. Foreign bidder to quote total ocean / sea freight charges from FOB port of exit up to nearest Indian Sea Port in containerized vessel on liner terms basis/ in packed condition basis, wherever applicable, in the respective cell under column 7 below. Indian bidder shall quote freight charges (i.e., by road) considering road transportation up to site in the respective under column 7 below.

6. In the Price Schedule, no column should be left blank.

7. The quoted prices shall include charges towards testing and all documentation required as per NIT.

8. All prices except of Cost Cap prices shall be inclusive of Insurance as per NIT/ bidding document and shall be arranged by bidder/ supplier and therefore bidders are required to include insurance in their offer.

9. For foreign bids all taxes and duties in India including import duties, statutory port charges shall be to NALCO's account and as such same shall not be included in quoted prices. For DAP incoterms, please refer NIT/ bidding document.

10. For indigenous bids, GST shall be payable extra at actuals against GST compliant invoice based on the HSN code indicated by the bidder in their offer.

11. Please choose the preferred currency (i.e., INR / USD / GBP / EUR / JPY / AUD / CAD / CHF / NOK only) in the drop-down in the respective cell under column 6 & 7 (click & choose the option).

12. Optional price under Sl. No.-4 shall not be considered for price evaluation. However, the optional prices shall remain valid till one year from the Bid due date and may be exercised by NALCO, in case NALCO decides for the same.

13. Indigenous Bidder is required to submit the item wise break up for scope of supply (as per NIT) in HARD COPY FORM in a SEALED ENVELOPE AS COVER-4 on or before the bid submission due date & time with item description, HSN code, quantity, UOM, FOT despatch point price, freight charges and applicable GST rate. Vendor to ensure that the sum of itemized price should match with the lumpsum price quoted against the Sl. No. of this BOQ.

14. Foreign Bidder is required to submit the item wise break up for scope of supply (as per NIT) in HARD COPY FORM in a SEALED ENVELOPE AS COVER-4 on or before the Part-1 bid opening due date & time with item description, HSN code, quantity, UOM, FOB Price and Ocean freight charges . Vendor to ensure that the sum of itemized price should match with the lumpsum price quoted against theSl. No. of this BOQ

15. Vendor to submit the itemized list with item description, HSN code, quantity, UOM but without price of item in Un-priced bid.

16. Prices shall remain firm & fixed till complete execution of order.

17. The price evaluation of Cost Cap items/ services shall be done as per Clause No. 11 of ITB (for arriving L1 price only).

NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder	Lump sum Freight charges. N.B.: Foreign bidder to quote total ocean / sea freight charges from FOB port of exit up to leading Indian Sea Port in containerized vessel on liner terms basis / in packed condition basis, wherever applicable or DAP NALCO Mines, Damanjodi (as per bidding docuemnt). Indian bidder shall quote total freight charges (i.e., by road) considering road transportation up to NALCO, Mines, Damanjodi site.	TOTAL AMOUNT, It will be converted [= 3 x (6+7)]	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9
1	SUPPLY: Supply (Import & Indigenous equipments & items) for Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m3 (Cu.Mtr.) to 14 m3 (Cu.Mtr.)							
1.01	Manufacture, Procurement of materials and bought out components, assembly at shop, Inspection, Testing at manufacturer works and supply of Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m3 (Cu.Mtr.) to 14 m3 (Cu.Mtr.) with all accessories, first fill of all lubricats, Hydraulic & transmission oil, commissioning spares, standard tools & tackles as per the scope of supply in bidding/ tender document (excluding 2 years O&M Spares).	2.00	Lump sum	USD			0.0000	USD Zero Only
1.02	Others (supply), if any, to complete scope of supply as in the bidding/ tender document (please specify in unpriced part-1 bid).	2.00	Lump sum	USD			0.0000	USD Zero Only
1.03	Supply of Retrofit items (lump sum) for DGMS compliance on DAP NALCO Mines, Damanjodi basis.	2.00	Lump sum	INR			0.0000	INR Zero Only
1.04	Lump sum price for Two (2 Years) O&M Spares during the Warranty period as per Tender Documents	2.00	Lump sum	INR			0.0000	INR Zero Only

Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE in Figures To be entered by the Bidder	Lump sum Freight charges. N.B.: Foreign bidder to quote total ocean / sea freight charges from FOB port of exit up to leading Indian Sea Port in containerized vessel on liner terms basis / in packed condition basis, wherever applicable or DAP NALCO Mines, Damanjodi (as per bidding document). Indian bidder shall quote total freight charges (i.e., by road) considering road transportation up to NALCO, Mines, Damanjodi site.	TOTAL AMOUNT, It will be converted [= 3 x (6+7)]	TOTAL AMOUNT In Words
1.05	Lump sum Charges for inspection/ Pre-dispatch Inspection (PDI) by NALCO Representatives, if any. (For inspection by NALCO Representatives, Inspector's To and Fro charges, lodging, boarding, conveyance, etc. will be borne by NALCO)	2.00	Lump sum	INR			0.0000	INR Zero Only
2.0	<b>SUPPLY COST CAP (Consumables):</b> Supply of 5 (five) years Consumables per Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m3 (Cu.Mtr.) to 14 m3 (Cu.Mtr.) under Cost Cap as per Bidding Documents. Vendor to submit: - The detailed list of consumables (with price portion remaining hidden) for each cost-cap period, as applicable, shall furnished in part-I bid. - The detailed list of consumables along with itemized price for each cost-cap period, as applicable, shall furnished in '.pdf' form in part-II bid.							
2.01	(1st) First Year	2.00	Lump sum	INR			0.0000	INR Zero Only
2.02	(2nd) Second Year	2.00	Lump sum	INR			0.0000	INR Zero Only
2.03	(3rd) Third Year	2.00	Lump sum	INR			0.0000	INR Zero Only
2.04	(4th) Fourth Year	2.00	Lump sum	INR			0.0000	INR Zero Only
2.05	(5th) Fifth Year	2.00	Lump sum	INR			0.0000	INR Zero Only
3.0	<b>SUPPLY COST CAP (Spares):</b> Supply of 3 (three) years O&M Spares (beyond the standard warranty period of 02 years) per Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m3 (Cu.Mtr.) to 14 m3 (Cu.Mtr.) under Cost Cap as per Tender Documents. Vendor to submit: - The detailed list of O&M spares (with price portion remaining hidden) for each cost-cap period, as applicable, shall furnished in part-I bid. - The detailed list of O&M spares along with itemized price for each cost-cap period, as applicable, shall furnished in '.pdf' form in part-II bid.							
3.01	(3rd) Third Year	2.00	Lump sum	INR			0.0000	INR Zero Only
3.02	(4th) Fourth Year	2.00	Lump sum	INR			0.0000	INR Zero Only
3.03	(5th) Fifth Year	2.00	Lump sum	INR			0.0000	INR Zero Only
4.0	<b>OPTIONAL ITEMS (Special Tools &amp; Tackles)</b> (Offered price shall remain valid for a period of of at least 01 (one) year from the bid due date)							
4.01	<b>Special Tools &amp; Tackles</b> (if any) as per Tender documents. For indicative purpose only, if required NALCO will procure these special tools at later stage and this price will not be part for evaluation to determine the Inter-se bid position. - The detailed list of Special Tools & Tackles along with itemized price for each cost-cap period, as applicable, shall furnished in '.pdf' form in part-II bid.	2.00	Lump sum	INR			0.0000	INR Zero Only
5.0	<b>SERVICES:</b> <b>ERECTION, TESTING, COMMISSIONING AT NALCO Site</b>							
5.01	Lump sum charges for Erection, testing, commissioning at Site, Performance guarantee run of the Wheel Loader (Off Highway) with Bucket Capacity Of 10.5 m3 (Cu.Mtr.) to 14 m3 (Cu.Mtr.) including on site training as per scope mentioned in the bidding/ tender documents	2.00	Lump sum	INR			0.0000	INR Zero Only

Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE in <b>Figures</b> To be entered by the <b>Bidder</b>	Lump sum Freight charges. N.B.: Foreign bidder to quote total ocean / sea freight charges from FOB port of exit up to leading Indian Sea Port in containerized vessel on liner terms basis / in packed condition basis, wherever applicable or DAP NALCO Mines, Damanjodi (as per bidding docuemnt). Indian bidder shall quote total freight charges (i.e., by road) considering road transportation up to NALCO, Mines, Damanjodi site.	TOTAL AMOUNT, It will be converted [= 3 x (6+7)]	TOTAL AMOUNT In Words
5.02	Indian Income Tax as currently applicable & deductible at source based on double taxation avoidance agreement (DTAA), if any, on foreign supervision cost (on Sl.No. 5.01) to be specified & indicated considering necessary Tax deduction at Source Certificate will be furnished. <b>N.B.:</b> Indian Income Tax has to be quoted by <b>foreign bidder only as per the Annexure-XVIII of NIT. For Indian vendors / contractors</b> , the lump sum prices as at Sl.No. 5.01 shall be inclusive of income tax. Indian bidder not to quote against the same and please enter <b>"Zero"</b> .	2.00	Lump sum	INR			0.0000	INR Zero Only
Total in Figures							0.0000	Zero Only

## Annexure-XXVIII-A

(To be submitted in '.pdf' format in Finance document)  
(list of items without prices to be submitted in part-I bid)

Quotation No. \_\_\_\_\_ Date: \_\_\_\_\_  
(NIT NO. – NBC/MM/510/8-1123/LOADER/GTE/2025 DTD. 30/12/2025)

Along with the BOQ (Priced excel sheet) a scanned document price bid (pdf format) with price break up for below components of BOQ (Priced excel sheet) has to be submitted in "FINANCE" folder in Bidder's own letterhead only duly signed & stamped.

### **(I) SUPPLY COST CAP (Consumables):**

Supply of 5 (five) years Consumables for two (02) units of Wheel Loader under Cost Cap as per Tender Documents.

Vendor shall submit the detailed list of consumables along with itemized price for each cost-cap period, as applicable, shall furnished in this '.pdf' form in part-II bid.

#### **TABLE:A**

#### **(1st) First Year SIPPLY COST CAP (Consumables) corresponding to BOQ (Priced excel sheet) Row-2.01.**

The total sum of all should be same as the price indicated in Price Bid/ BOQ under Serial-  
**2.01.**

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

#### **TABLE:B**

#### **(2nd) Second Year SIPPLY COST CAP (Consumables) corresponding to BOQ (Priced excel sheet) Row-2.02.**

The total sum of all should be same as the price indicated in Price Bid/ BOQ under Serial-  
**2.02.**

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

#### **TABLE:C**

#### **(3rd) Third Year SIPPLY COST CAP (Consumables) corresponding to BOQ (Priced excel sheet) Row-2.03.**

The total sum of all should be same as the price indicated in Price Bid/ BOQ under Serial-  
**2.03.**

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

**TABLE:D**

**(4th) Fourth Year SIPPLY COST CAP (Consumables) corresponding to BOQ (Priced excel sheet) Row-2.04.**

The total sum of all should be same as the price indicated in Price Bid/ BOQ under Serial-  
**2.04.**

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

**TABLE:E**

**(5th) Fifth Year SIPPLY COST CAP (Consumables) corresponding to BOQ (Priced excel sheet) Row-2.05.**

The total sum of all should be same as the price indicated in Price Bid/ BOQ under Serial-  
**2.05.**

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

\*\*\*\*\*

**(II) SUPPLY COST CAP (O&M Spares):**

Supply of 3 (three) years O&M Spares (beyond the standard warranty period of 02 years) for two (02) units of Wheel Loader under Cost Cap as per Tender Documents.

Vendor shall submit the detailed list of O&M spares along with itemized price for each cost-cap period, as applicable, shall furnished in this '.pdf' form in part-II bid.

**TABLE:F**

**(3rd) Third Year SUPPLY COST CAP (O&M Spares) corresponding to BOQ (Priced excel sheet) Row-3.01.**

The total sum of all should be same as the price indicated in Price Bid/ BOQ under Serial-  
**3.01.**

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

**TABLE:G**

**(4th) Fourth Year SUPPLY COST CAP (O&M Spares) corresponding to BOQ (Priced excel sheet) Row-3.02.**

The total sum of all should be same as the price indicated in Price Bid/ BOQ under Serial-  
**3.02.**

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

**TABLE:H**

**(5th) Fifth Year SUPPLY COST CAP (O&M Spares) corresponding to BOQ (Priced excel sheet) Row-3.03.**

The total sum of all should be same as the price indicated in Price Bid/ BOQ under Serial-  
**3.03.**

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

\*\*\*\*\*

**(III) Special Tools & Tackles (if any) as optional items as per Tender documents.**

For indicative purpose only, if required NALCO will procure these special tools at later stage and this price will not be part for evaluation to determine the Inter-se bid position.

Vendor shall submit the detailed list of optional items of Special Tools & Tackles as applicable, shall furnished in this '.pdf' form in part-II bid.

**TABLE:I**

**Special Tools & Tackles (if any) as optional items corresponding to BOQ (Priced excel sheet) Row-4.01.**

The sum of all should be same as the price indicated in Price Bid/ BOQ under Serial-**4.01.**

Sl. NO.	Item Description	Qty.	Unit U / M	HSN Code	GST %	Unit Rate (Rs.)	Total Price (Rs.) 3 X 7
<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1.0							
2.0							
3.0							
4.0							
5.0							

\*\*\*\*\*



**Annexure-XIX**

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

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

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

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

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

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

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

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

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

**VERIFICATION**

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

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

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

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

*Please Note:-*

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

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

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

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

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

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

(Declaration towards no permanent establishment)

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

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

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

Authorized Signatory

Date:

Place:

Company Seal