




Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0006	Contract No. 66-6695			
thyssenkrupp Industrial Solutions (India)	<u>SPECIAL CONDITIONS (PART A) OF LSTK CONTRACT</u> Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			<div>नालको  NALCO</div> <div>नेशनल एल्युमिनियम कंपनी लिमिटेड</div> <div>National Aluminium Company Ltd.</div>			
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1 GENERAL

- 1.1 These Special Conditions (Part A) of LSTK Contract (SCC-Part A) shall be read in conjunction with the Special Conditions (Part B) of LSTK Contract (SCC-Part B), General Conditions of Contract, General Terms & Conditions of Contract and any other document forming part of this Contract wherever the context so requires.
- 1.2 The term "GCC" means General Conditions of Contract and General Terms & Conditions of Contract, of NALCO, enclosed with the Bidding Document.
- 1.3 "OWNER/CLIENT" means M/s National Aluminium Company Limited (NALCO) having its Registered office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneshwar-751 013, Odisha.
- 1.4 "CONSULTANT" means thyssenkrupp Industrial Solutions (India) Pvt. Ltd., (hereinafter referred to as tkIS India or EPCM Consultant or Consultant) the agency engaged by Owner as Consultant for their Project. The 'Engineer-in-Charge' shall mean the person nominated by the Owner / Consultant from time to time and shall include those who are expressly authorised by the Owner / Consultant to act for and on their behalf for all functions pertaining to operation of this Contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.
- 1.5 "CONTRACTOR" means any person, company, firm or body who is engaged by Owner for works and services connected with construction, installation, erection and commissioning of the facilities for the Project with or without supply of equipment/material.
- 1.6 "Project" means Expansion of Alumina Refinery at Damanjodi for implementation of 5th Stream with an annual production capacity of 1 Million Tonnes with related expansion of Port Facility at Visakhapatnam.
- 1.7 The term "UNIT" means the entire "Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag) Package" along with associated facilities and spares. The terms "UNIT", "PLANT", "LSTK PACKAGE", "Package Unit", "Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag) Package Unit", "Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag) Package" are synonymous.
- 1.8 The blasting is prohibited in the running plant. The excavation in rock shall be done through alternate method like Rock breaker, Chiseling, Hydraulic splitting, Mechanical cutters, Rock breaking by using chemical or any other suitable method without blasting.
- 1.9 The Contractor at his own cost shall make provisions for temporary works, materials and plant, lighting in and around the work area along with all labour, stores and services required for their efficient working.
- 1.10 The Contractor shall ensure that all the vehicles carrying equipment, consumables, cement, reinforcement, structural steel, prefabricated structures and other construction materials are duly recorded with all relevant details with the CISF authorities posted at the plant entrance gate/ material gate or any other designated security gate at site.

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- 1.11 The Contractor shall ensure that all the vehicles carrying prefabricated structures, cement, reinforcement steel, structural steel and other bulk materials are weighed in the weigh bridge located inside the plant premises to record both the Tare & laden weight.
- 1.12 The Contractor shall maintain all necessary formats / documents like MRIV & IMIR in which all the relevant details relating to the procurement of the material and the supporting documents like material test certificate, proforma invoice etc. shall be indicated.
- 1.13 Along with every RA bill/ Invoice submitted to Owner / Consultant, the Contractor shall submit an intermediate material reconciliation statement along with supporting documents as a back up document against the quantities certified for payment (as applicable). This statement will be certified by the consultant & recommended to client along with the invoice.
- 1.14 Along with the final bill / invoice of a package, the Contractor shall prepare & submit a final material reconciliation statement for all the relevant materials incorporated in the project / package execution. This statement after necessary review by the consultant shall be forwarded to client for further processing & release of payment.
- 1.15 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities it is understood that the Contractor shall do so at his cost.
- 1.16 The materials, design and workmanship shall satisfy the relevant Indian Standard, the job specifications contained herein and codes referred to. Where the job specifications stipulate the requirements in addition to those contained in the standard codes and specification, these additional requirements shall also be satisfied.

2 TIME SCHEDULE

- 2.1 The Work shall be executed within the Time Schedule given in **Appendix -1** to these Special Conditions (Part A) of LSTK Contract.
- 2.2 Delay, if any, by OWNER / CONSULTANT in providing Utilities and Feedstock will not be reason for waiver of price adjustment, if concurrently CONTRACTOR has delayed the completion of the Scheduled Progress.
- 2.3 The CONTRACTOR will submit Monthly, Weekly, Daily Reports as required by the OWNER/ CONSULTANT. The CONTRACTOR will also be required to give catch-up plans in case of delays.

3 EXCESS CONSUMPTION OF UTILITIES

In addition and without prejudice to any other remedy, reduction, discount or adjustment in price to which the OWNER is entitled, if the actual consumption of utilities for the Unit exceeds the guaranteed consumption figures of the respective utility (ies) agreed and accepted by the CONTRACTOR in its bid for the Unit, OWNER shall be entitled to the remedies mentioned in the enclosed Appendix-2 to these Special Conditions (Part A) of LSTK Contract.

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4 GUARANTEES


In addition to any other Clause mentioned in this Bidding Document related to Guarantees, the CONTRACTOR shall be responsible for Unit performance guarantees in terms of product quality and rated capacity including turn down capacity of Unit so far as they relate to or depend upon or arise out of any Residual Process Engineering, Hazop Study performed and / or done and / or detailed Engineering or other work performed, done by the CONTRACTOR. The guarantees shall also cover mechanical performance guarantees for related equipment efficiencies and their performance as laid down in the bidding documents. The guarantee shall also cover performance of the measurement and control systems as a whole. Failure to meet the performance guarantees, including under-performance of any equipment shall, subject to the provisions of the relevant clauses of Special Conditions of Contract & GCC, be made good by the CONTRACTOR by alteration, replacement or repair (including hook-up, testing and commissioning) as necessary at no extra cost to the OWNER / CONSULTANT.

The UNIT designed, supplied and installed and/or erected by the CONTRACTOR shall on operation under local conditions when operated under the specified operating conditions operate to the desired capacity to produce the desired product(s) of desired purity (ies) and quantity (ies) at desired economy (ies). Excluded from the scope of this guarantee are defects and shortcomings arising wholly out of defects in design(s) furnished by a Process Licensor other than CONTRACTOR. In consultation with OWNER / CONSULTANT / Licensor, the CONTRACTOR shall conduct all activities necessary for collecting required data during guarantee performance test runs of these units / facilities to identify problems of non-performance for further analysis by Licensor and modifications by CONTRACTOR required to meet process performance parameters.

For further details refer **Appendix – 2** to Special Conditions (Part A) of LSTK Contract.

5 SUB-CONTRACTING (For Construction Work)

- 5.1 If the CONTRACTOR is required to engage Sub-Contractor(s) for Construction work, then such Sub-Contractor(s) shall have prior proven experience of similar work and shall require specific approval by OWNER / CONSULTANT. However, such approval shall not absolve the CONTRACTOR of its responsibility to execute the Contract as per the requirements of the bid documents. Moreover, delay, if any, by OWNER / CONSULTANT in approving any Sub-Contractor(s) proposed by the CONTRACTOR, or, rejection if any, by the OWNER / CONSULTANT of any Sub-Contractor(s) proposed by the CONTRACTOR, shall not entitle the CONTRACTOR for any claims for additional compensation or any claim for an extension in the Contractual Date of Completion.
- 5.2 CONTRACTOR shall submit credentials of proposed sub-contractors to the OWNER / CONSULTANT for **approval (after the award of job to CONTRACTOR)**, the details of Sub-Contractor(s) as per **Appendix -3** to these Special Conditions (Part A) of LSTK Contract. CONTRACTOR shall ensure that competent and resourceful agencies with proven track record should be proposed for the work to be sub-contracted.
- 5.3 If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract. The contractor upon the receipt of such notice shall terminate and dismiss the sub-contract and the sub-contractor. The owner shall have the right to remove such sub-contractor from the site if contractor fails to vacate the sub-contractor immediately.

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- 5.4 The action taken by the Owner under the above Clause No. 5.3 shall not relieve the contractor of any of his liabilities under the contract or give rise to any right or compensation, extension of time or otherwise.

6 QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL

Qualification and Experience of Key Personnel to be deployed for this work shall be as per **Appendix-4** to these Special Conditions (Part A) of LSTK Contract. CONTRACTOR shall submit, with his Bid, bio-data of Key Personnel meeting the requirement of this Appendix, which will be reviewed and approved by Engineer-in-Charge, after award.

7 ELECTRICAL CONTRACTOR'S LICENCE

- 7.1** The CONTRACTOR or its nominated Sub-Contractor(s), as the case may be, shall have a valid electrical CONTRACTOR's license, applicable for the voltage levels involved for working in the State in which the job site is located. The CONTRACTOR shall furnish a copy of the same to Engineer-in-Charge and take prior permission from the Engineer-in-charge at site before commencement of any electrical Work or Work pertaining to Electrical Systems.
- 7.2** No electrical Work or Work pertaining to electrical system(s) shall be permitted to be executed without a valid Electrical Contractor's License being produced by the CONTRACTOR or sub-Contractor, as the case may be, intending to execute the Work.


8 INDIRECT OR CONSEQUENTIAL LOSS

Neither party shall be liable to the other for any and all consequential, special, speculative, indirect and incidental damages including but not limited to loss of use, loss of profits or product, for extra cost of producing product, for extra cost of capital, or for failure to achieve or delay in achieving anticipated profits or products.

9 CHANGE ORDER CLAUSE

No alterations, amendments, omissions, suspensions or variations of the Works (hereinafter referred to as 'Variation' under the Contract as detailed in the Contract Documents), shall be made by the Contractor except as directed in writing by the Consultant / Owner, but the Consultant / Owner shall have full power, subject to the provision hereinafter contained from time to time during the execution of the Contract, by notice in writing, to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such Variations occurred in the Contract Documents. If any suggested Variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the contract he shall notify the Consultant / Owner thereof in writing and the Consultant / Owner shall decide forthwith whether or not, the same shall be carried out and if the Consultant / Owners confirms his instructions, Contractors, obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

In the event of the Consultant / Owner requiring any Variation, such reasonable and proper notice shall be given to the Contractor to enable him to work his arrangements accordingly, and in cases where goods or materials are already prepared or any design, drawings or

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pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

In any case in which the Contractor has received instructions from the Consultant / Owner as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than 30 (thirty) days, after receipt of the instructions, advise the Consultant / Owner to that effect. But the Owner shall not become liable for the payment of any charges in respect of any such Variations, unless the instructions for the performance of the same are confirmed in writing, by the Consultant / Owner.

If any Variation in the Works, results in reduction of Contract price, the parties shall agree in writing, as to the extent of any change in the price, before the Contractor proceeds with the change.


In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Consultant / Owner shall prevail.

10 RESPONSIBILITY FOR SAFE TRANSPORTATION OF THE PACKAGE UNIT

In addition to the Contractor's responsibility for safe transportation and Unloading of all materials for the above Package Unit at the Owner's site(s), the Contractor's responsibility also includes performing all other acts, deeds, matters and things whatsoever ancillary, auxiliary or incidental to the above including but not limited to Carrying out route surveys as may be required to ensure safe and unhindered movement of all consignment, taking all steps and measures for proper and safe handling of all consignments including ODC consignments, the grading of the site and/or creation of temporary approaches and ramps etc. as may be required. The CONTRACTOR shall carry out Route Survey up to work installation area inside refinery premises through any reputed & experienced Route Survey Agencies in India and submit the Route Survey Report, along with the list of identified ODC items and their transportation plan to the OWNER/CONSULTANT within 2 months from the date of FOA, for their comments, if any. The CONTRACTOR shall adhere to the comments if any, of the OWNER/CONSULTANT. However, the OWNER/CONSULTANT's comments if any shall not relieve or absolve the CONTRACTOR of his obligations and liabilities under the Contract nor shall such comments entitle the CONTRACTOR to any claim for time extension or any cost implication. Contractor's scope also includes carrying out all the enabling jobs identified both outside and inside the refinery premises based on the above referred route survey. All applicable taxes and duties on the route survey and the enabling jobs shall be borne by the Bidder. The CONTRACTOR shall also, at his own cost, build all necessary temporary roads and shall also strengthen the roads, bridges, to ensure safe and unhindered delivery of the materials at OWNER's site. Contractor shall also strictly adhere to all the E-Way Bills required under the GST. Contractor shall arrange all the E-Way Bills. NALCO will furnish the necessary information to the Contractor for obtaining the E-Way Bill from the concerned authorities.

11 DEFINITIONS OF MECHANICAL COMPLETION, COMMISSIONING & PERFORMANCE GUARANTEE TEST RUNS

- 11.1** Mechanical Completion – The term "Mechanical Completion" shall be as defined in Cl. No. 3 of the enclosed Document titled **"Commissioning and Performance Test Run"** (Refer Document No. 6695-PRC-G00-BG-0002). This definition shall supersede the definition of

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Mechanical Completion mentioned anywhere else in the Bidding Document. The word “Successful Erection” mentioned elsewhere in the Bid document shall mean “Mechanical Completion”.

- 11.2** Commissioning – The term “Commissioning” shall be as defined in Cl. No. 4 of the enclosed Document titled **“Commissioning and Performance Test Run”** (Refer Document No. 6695-PRC-G00-BG-0002). This definition shall supersede the definition of Commissioning mentioned anywhere else in the Bidding Document.
- 11.3** Performance Guarantee Test Run – The term “Performance Guarantee Test Run (PGTR)” shall be as defined in Cl. No. 5 of the enclosed Document titled **“Commissioning and Performance Test Run”** (Refer Document No. 6695-PRC-G00-BG-0002).

12 HANDING OVER OF SURPLUS / SCRAP MATERIAL AFTER THE COMPLETION OF WORK

- 12.1** An inventory shall be made by the CONTRACTOR of all surplus construction materials, supply materials and empties including but not limited to scrap, wastages and unserviceable material supplied and/or remaining in the hands of the CONTRACTOR upon completion of the contract for whatsoever reason, and the CONTRACTOR shall forthwith, upon being required to do so, place the OWNER in undisputed possession of and transport the said material to the OWNER’s stores or otherwise as reasonably directed by the Engineer-in-Charge. The Contractor shall hand over all the above materials to the Owner. Contractor shall adhere to the requirements of Solid Waste Management Act. Contractor shall be liable for non-adherence to the above Act.
- 12.2** Items which cannot fetch any value should be disposed of or should be destroyed with prior approval of OWNER, due to their holding being uneconomical.
- 12.3** CONTRACTOR shall identify items categorized as accountable/serviceable surplus materials and unserviceable stores, spares & capital items which are unserviceable or beyond economic repairs. The CONTRACTOR shall assess book value of these items on the basis of invoice rate and submit the same for review & approval of NALCO which shall be final and binding on the CONTRACTOR.
- 12.4** The CONTRACTOR shall carry out all necessary activities for book keeping in ERP system identified material pursuant to clause 12.3 above.


13 SUPPLY OF STEEL, CEMENT AND TMT BARS

The CONTRACTOR shall purchase Steel, Cement & TMT Bars in line with following Clauses:-

13.1 STRUCTURAL STEEL:-

All Structural Steel being supplied by the CONTRACTOR shall be as per the Technical Specifications enclosed with the Bid Document.

For the approved manufacturers of Structural Steel, please refer the Vendor List attached with the Tender documents.

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CONTRACTOR shall procure bulk Structural Steel material only from above mentioned manufacturers unless the above manufacturers do not manufacture such Structural Steel Material.

Structural steel not being manufactured by any of above manufacturers shall be allowed to be procured, subject to prior approval of OWNER/CONSULTANT, from any manufacturer(s) having valid BIS license.

Structural Steel material shall be subject to establishment of correlation with manufacturer's MTC for conformance to the applicable code. In addition one sample from every 50 Tons or part there of shall be drawn and tested for each category / size of steel procured. In case of assorted lot, sample shall be drawn from each lot, irrespective of lot size.

However, in the event any of the above approved manufacturers do not quote for the above steel material due to quantity limitations but recommend procurement of such steel from their Authorized Stockists, then the CONTRACTOR may, with the prior approval of OWNER/CONSULTANT, procure such items from the Authorized Stockist subject to fulfilment of the conditions related to furnishing of Mill Test Certificate and Sample Testing as mentioned above.

However, delay if any, by OWNER/CONSULTANT in approving any Manufacturers / Authorized Stockist proposed by CONTRACTOR, or rejection, if any, of Manufacturers / Authorized Stockist, by OWNER/CONSULTANT, shall not entitle the CONTRACTOR for any claim for time extension or any cost implication.

13.2 CEMENT:

- 13.2.1 All Cement supplied by the CONTRACTOR shall be as per the Technical Specifications enclosed with the Bid Document.

For the approved manufacturers of Cement, please refer the Vendor List attached with the Tender documents.


In the event of non-availability of cement from the approved vendors, the CONTRACTOR shall propose additional vendor(s) to OWNER/CONSULTANT for their prior approval, on case to case basis, before procurement of Cement. However, delay if any, by OWNER/CONSULTANT in approving any vendors proposed by CONTRACTOR, or rejection if any vendors(s), by OWNER/CONSULTANT, shall not entitle the CONTRACTOR for any claim for time extension or any cost implication.

13.2.2 WHITE CEMENT

All White Cement supplied by the CONTRACTOR shall be as per the requirements of the Bid Document.

For the approved manufacturers of White Cement, please refer the Vendor List attached with the Tender documents.

In the event of non-availability of cement from the approved vendors, the CONTRACTOR shall propose additional vendor(s) to OWNER/CONSULTANT for their prior approval, on case to case basis, before procurement of White Cement. However, delay if any, by

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OWNER/CONSULTANT in approving any vendors proposed by CONTRACTOR, or rejection if any vendors(s), by OWNER/CONSULTANT, shall not entitle the CONTRACTOR for any claim for time extension or any cost implication.

13.3 TMT REINFORCEMENT BARS (OF MIN 415 GRADE) :

All TMT Reinforcement Bars supplied by the CONTRACTOR shall be as per the Technical Specifications enclosed with the Bid Document.

For the approved manufacturers of TMT Reinforcement Bars, please refer the Vendor List attached with the Tender documents.

CONTRACTOR shall procure bulk TMT Reinforcement Bars only from above mentioned manufacturers unless the above manufacturers do not manufacture such TMT Reinforcement Bars.

In case, specific size TMT Bars are not manufactured by any of above manufacturers, CONTRACTOR shall be allowed to procure such specific size TMT Bar from manufacturers having valid BIS license, and only in such case, CONTRACTOR shall propose additional vendor(s) to OWNER/CONSULTANT for their prior approval before procurement. TMT Reinforcement Bars shall be subject to establishment of correlation with manufacturer's MTC for conformance to the applicable code.


In addition, one sample from every 50 Tons or part there of shall be drawn and tested. In case of assorted lot, sample shall be drawn from each lot, irrespective of lot size.

However, in the event any of the above approved manufacturers do not quote for the above TMT Reinforcement Bars due to quantity limitations but recommend procurement of such TMT Reinforcement Bars from their Authorized Stockists, then the CONTRACTOR may, with the prior approval of OWNER/CONSULTANT, procure such items from the Authorized Stockist subject to fulfilment of the conditions related to furnishing of Mill Test Certificate and Sample Testing as mentioned above.

However, delay if any, by OWNER / CONSULTANT in approving any Manufacturers / Authorized Stockist proposed by CONTRACTOR, or rejection, if any, of Manufacturers / Authorized Stockist, by OWNER / CONSULTANT, shall not entitle the CONTRACTOR for any claim for time extension or any cost implication.

14 MEASUREMENT OF WORK

- 14.1** This being a lumpsum Contract, mode of measurement of Work appearing anywhere in the GCC or elsewhere in the Bidding Documents shall not be applicable. The CONTRACTOR shall submit the Bill of Materials and/or Billing Schedule to OWNER/CONSULTANT within 56 days from the date of OWNER's FOA, for their approval. Progress payment will be governed by approved Bill of Materials and/or Billing Schedule for supplies and works which shall be

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approved by the OWNER/CONSULTANT within 30 days from the date of submission by the CONTRACTOR.

15 INSPECTION BY LSTK CONTRACTOR AND THIRD PARTY INSPECTION AGENCIES :

- A) The LSTK Contractor shall strictly adhere to all inspection and testing requirements stipulated in the Bidding Document and shall carry out all inspection & testing accordingly. All items forming part of the above Package Unit shall be inspected and tested by any of the following inspection agencies - approved by the OWNER / CONSULTANT :

1. Lloyds Register
2. M/s Bureau Veritas
3. M/s DNV
4. M/S.TUV India Private Limited / TUV Nord

The quoted prices shall be inclusive of third party inspection charges of NALCO's Approved TPI Agency and the charges for all inspection and all testing requirements specified in the Bidding document.

Contractor may select any of the above mentioned TPI Agencies.

However, in the event any of the above agencies or their parent /subsidiary company is awarded the above LSTK Contract covered in this Bid document, then that agency shall not function as TPI agency for this Project.

The TPIA shall be engaged and paid by Contractor. Bidder's quoted prices shall be inclusive of TPI charges and the charges for all inspection and all testing requirements specified in the Bidding document.


In case any bidder quotes extra for TPI charges or charges for all inspection and testing specified in Bidding Document, the bid evaluation will be done considering the extra charges quoted by the bidder.

However, any inspection, testing or clearance by the Owner or by the Owner's approved TPI agency shall not absolve the Contractor of their responsibility to supply the above Package Unit in total conformity to the Bidding Document.

- B) In addition, OWNER / CONSULTANT reserves the right to carry out stage inspection / final inspection / Documentation review as per approved Project Inspection Test Plan and Categorisation Plan.

16 EMPLOYMENT OF LOCAL LABOUR

The Contractor shall ensure that local labours, skilled or unskilled to the extent available, are employed. If suitable skilled persons are not available, labour from outside may be recruited. The Contractor shall not deploy personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

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17 FIRM PRICES

The prices quoted by the bidder shall remain firm and fixed and shall be valid until completion of the Contract and shall not be subject to variation/escalation on any account.

18 ENTRY PASSES, GATE PASSES, WORK PERMITS

18.1 The works under this contract are to be carried out in areas declared as plant limits, adjacent / adjoining to the existing operating plant. As such, Contractor is required to abide by safety and security regulations of the Owner enforced from time to time.

18.2 **Entry Passes**

18.2.1 The Contractor has to apply for photo entry passes for his workers & staff in a prescribed proforma available with Owner for persons requiring entry into plant/ash pond premises as required.

18.2.2 Unutilised/Expired entry passes shall have to be submitted immediately to Owner.

18.2.3 Identity card issued by the Security Section should always be carried/ displayed by the Contractor's employee or person while working inside the Plant.

18.3 **Gate Passes**


To bring materials / equipment / tools / tackles etc., to construction site , the Contractor has to produce challan / proper documents to the Owner's personnel at gate. The materials shall be checked thoroughly by the Owner's personnel at Gate and recorded in their register before allowing any materials to bring to site by Contractor. It is Contractor's responsibility to see that the recorded entry No., date, signature of Owner's authorised representative with stamp are there on the challan/supporting documents before taking any materials to work site. In addition to above, entry of the material will be permitted only during the stipulated working hour, and more so, if consignee is available to receive the said material.

To take Contractor's materials out of the site, the Contractor has to apply with specific purpose / reasons to the Engineer-in-Charge, attaching challan/supporting documents signed by Company's personnel at gate during entry.

18.4 **Vehicle Permit**

Permits are to be obtained separately for entry / use of vehicles / trailers, etc at work site. The following requirements are to be met to obtain vehicle permit:

- Vehicle / Equipment etc., should be brought to site in good condition.
- Valid Road tax certificate, fitness certificate and insurance policy from competent authority.

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iii) Valid operating/driving license of drive / operator.

18.5 Validity of the Permit

- No permit is valid if it is not renewed by authorized personnel after its expiry.
- No permit is valid on holidays/odd working hours, unless special permission is obtained from the competent authority

19.0 LOCAL ROADS & HAUL ROADS

19.1 Contractor shall make all temporary roads/approaches/ ramps necessary for his work at site at his own cost. Contractor shall also maintain already established roads/approaches, which are used by him.

19.2 The contractor shall plan transportation of construction materials/equipment to work site in such a way that road accident are avoided & no damage is done to the existing roads.

19.3 The contractor shall construct and maintain at his own cost all suitable temporary haul roads to the work site as may be found necessary by him for the execution of works. Before construction of all such haul roads and any subsequent modifications, the contractor has to get approval for the same from Engineer In Charge.

19.4 Separate payment will not be made for the construction and maintenance of the temporary haul roads including any necessary special protections or strengthening required and all cost of such works shall be deemed to have been included in the cost of the item.


19.5 No heavy equipment/Trucks should run over the Dyke. Only crossing of the dykes will be allowed at specified locations as directed by the Engineer In charge

19.6 Water sprinkling in the road used by the agency to move heavy trucks inside the pond and outside has to be carried out so as to avoid any ash blowing.

20.0 SURVEY AND LEVEL/SETTING OUT OF WORK

20.1 The Engineer-in-Charge shall furnish the relevant existing grid point with benchmark on the land. It shall be Contractor's responsibility to set out the necessary control points in and to set out the alignment of the various works. The Contractor shall have to employ efficient survey team for accuracy of such setting out works.

20.2 The various works shall be done true to line, level and grade. The periodical checking of these by NALCO staff not absolve the Contractor of his responsibility

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regarding their accuracy. In case of any discrepancy in line, level or grade at the meeting face or elsewhere, the Contractor shall make good the same.

20.3 The Contractor shall give the Engineer-in-Charge not less than 24 (twenty four) hours' notice in writing of his intention to set out or give levels for any part of the work so that arrangements may be made for checking the same.


20.4 Work shall be suspended for such time as necessary for checking lines and levels on any part of the works.

20.5 The Contractor shall at his own expense provide all assistance, which the Engineer-in Charge requires, for checking the setting out of works.

21.0 Contractor's Sub-ordinate Staff and their conduct

21.1 The contractor on award of the work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature to whom the equipment, materials if any, shall be issued and instruction for works given. The contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to supervise the execution of the works, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types works comprised in the contract in such manner as will ensure the best quality and expeditious working. At any time of in the opinion of the Engineer-in-Charge any additional, qualified experienced staff is considered necessary, they shall be employed by the contractor without additional charge. The contractor shall ensure to the satisfaction of the Engineer-in-Charge that subcontractors, if any, shall provide competent and efficient supervision over the work entrusted to them.

21.2 If any of the contractor's sub-contractor's, agents, sub-agents, assistants, foremen or any employee in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner Engineer-in-Charge, undesirable for administrative or any other reasons, for such or person (s) to be employed on the works, then at the directions of Engineer-in-Charge the Contractor shall at once remove such person (s) from employment with the works without the written permission of the Engineer –in-Charge. Vacancy so created shall be immediately filled at the expenses of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.

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21.3 The contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others, shall exercise proper degree of control over them and in particular without prejudice to the said generality the contractor shall be bound to prohibit/ prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or the properties or the occupiers of land or properties in the neighborhood. In the event of such trespassing, the contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.

21.4 If and when required by the Owner, all contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on Owner's premises.


22.0 Contractor's Responsibility with other Agencies

22.1 Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work in close cooperation and to coordinate with other contractors and other agencies or their authorised representatives, in providing the necessary details, work front etc. The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and leveling, etc. No claim shall be entertained on account of the above.

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

23.0 Liens

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

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24.0 Execution of Works

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

25.0 Works in Monsoon and Dewatering

The execution of work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job and plan, execute the construction and erection according to the prescribed schedule. No extra will be considered for such work in monsoon. During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.


26.0 Work on Sundays and Holidays

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

27.0 Lighting, Watch & Ward

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

28.0 Articles of Value Found

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

29.0 Defects Prior to Taking Over

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


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

In case contractor shall fail to do so, the Owner may take, at the cost of contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the Owner be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor.


30.0 TERMINATION DUE TO CONTRACTOR'S DEFAULT:

30.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of the OWNER under the CONTRACT or otherwise (including the right of the OWNER for price reduction under the provisions of the Contract hereof and associated Clauses thereunder), the OWNER shall be entitled to terminate the CONTRACT by written notice at any time during its currency on or after occurrence of any one of the following events/contingencies, namely :

- (i) Breach or failure by the CONTRACTOR of any of the obligations of the CONTRACTOR under the Contract, including :
 - (a) Failure to start the work after issue of the Acceptance of Bid by the OWNER, notwithstanding the OWNER having made available to the CONTRACTOR the work front necessary for the commencement of work.
 - (b) Failure to commence work at site or commence supply of material as per the contractual schedule.

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- (c) Failure to carry out or carry on the works or any of them to meet the Progress Schedule resulting in a delay of 28 (Twenty Eight) days or more in the actual performance of the work, or failure to complete any supplies to meet the Delivery Schedule resulting in a delay of 28 (Twenty Eight) days or more in the scheduled deliveries of materials.
- (d) Failure to provide at the job site, within 21 (twenty one) days of being required to do so by the Engineer-in-Charge, sufficient labour, material, equipment, machinery, temporary works and/or facilities required for the proper and/or due execution of the work or any part thereof.
- (e) Failure to execute the works or any of them in accordance with the Contract or disobedience of any order or instruction of the Engineer-in-Charge or negligence or lack of expertise in the performance of the work, or failure to supply materials of quality conforming to the requirements of the contract.
- (f) Abandonment of the works or any part thereof.
- (g) Substantial suspension of the works or any part thereof for a period of 14 (Fourteen) days or more without the authority of the Engineer-in-Charge.
- (h) Failure to execute the Contract in terms of the Form of Contract forming part of the Bid Documents within 30 (thirty) days of the date of issue of the Letter of Acceptance by the OWNER or within such extended period as may be permitted by the OWNER in this behalf ;
- (i) Failure to furnish the Contract Performance Bank Guarantee (s) required to be furnished by the CONTRACTOR.
- (j) Any other event which is an event of termination under the Contract or which in the opinion of the OWNER, reasonably impinges on the CONTRACTOR's capability to fulfil its contractual commitments.
- (ii) Dissolution of the CONTRACTOR (if a firm), or commencement of liquidation or winding up (whether voluntary or compulsory) of the CONTRACTOR (if a company) or of any member (if the CONTRACTOR is a consortium), or insolvency of the CONTRACTOR or of any partner (if a firm), or appointment of a receiver or manager of the CONTRACTOR's assets or of any partner/member of the CONTRACTOR (if a firm or consortium) by a court;
- (iii) Distress, execution, or other legal process being levied on or upon any of the CONTRACTOR's goods and/or assets involved in or relative to the performance of the work or supply;
- (iv) Death of a CONTRACTOR (if an individual);
- (v) If upon any voluntary change in the partnership/constitution of CONTRACTOR's organisation (if a partnership or Company) the OWNER refuses in its sole discretion to Continue the Contract with the re-constituted firm or Company;

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(vi) If the CONTRACTOR shall assign or attempt to assign his interest or any part thereof in or under the Contract.

30.2 The decision of the Owner as to whether any of the events or Contingencies mentioned above entitling the OWNER to terminate the Contract has occurred or not shall be final and binding upon the CONTRACTOR.


30.3 The notice of termination shall set forth, in addition to statement of the reason or reasons for terminating the Contract, the time(s) and place(s) for conducting a survey and inspection/measurement of the work performed and materials supplied under the Contract upto the date of termination for the purpose of determining the final amount(s) due to the CONTRACTOR therefor. The reasons for the termination stated in the notice of termination shall be final and binding upon the CONTRACTOR.

30.4 Forthwith upon receipt of notice of termination, the CONTRACTOR shall at his own risks and costs within the scope of relative work, do and perform to the satisfaction of the Engineer-in-Charge all and whatsoever is necessary, in the opinion of the Engineer-in-Charge (which shall be final and binding upon the CONTRACTOR) to secure and protect all complete and incomplete works performed by the CONTRACTOR upto termination, and should it fail to do so, the OWNER shall be entitled by itself or through an independent Contractor(s) or partly by itself and partly through an independent Contractor(s), to do and perform at the risks and costs of the CONTRACTOR all such work(s) not done by the CONTRACTOR.

30.5 Only completed items of work and materials shall be reckoned for the purpose of measurements and the decision of the Engineer-in-Charge as to whether or not any works have or supply has been completed for the purpose of measurement shall be final and binding upon the CONTRACTOR. Incomplete items or works shall be measured and paid for only on the basis of materials (if any) supplied by the CONTRACTOR, and the decision of the Engineer-in-Charge in this matter shall be final and binding upon the CONTRACTOR.

30.6 Within the time limit stipulated by the Owner in this regard, the CONTRACTOR shall clear the job site(s) made available by the OWNER to the CONTRACTOR of all surplus materials, CONTRACTOR's labour, equipment and machinery and shall demolish, dismantle and remove such temporary works, structure and construction and other items and things brought upon or erected at the job site(s) and not incorporated in the permanent works and shall remove all rubbish from the job site(s) and shall clear, dress and restore the job site(s) to the satisfaction of the Engineer-in-Charge and shall put the OWNER in undisputed custody and possession thereof and the entire works.

30.7 Should the CONTRACTOR fail to comply with the above provisions in the manner and within the time specified therein, the OWNER shall have the right at the risk and costs of the CONTRACTOR in all respects to clear the job site(s) of all surplus materials, CONTRACTOR's labour, equipment and machinery and other materials and things and/or demolish/dismantle and remove any temporary works, structures and/or construction and other items and things brought upon or erected at the job site(s) and to remove all rubbish from the job site(s) and the land allotted to the CONTRACTOR and clear, dress and restore the said land to the satisfaction of the Engineer-in-Charge and take undisputed possession and custody thereof and of the works and CONTRACTOR's stores thereon and dispose of and/or otherwise deal with any and all equipment and machinery etc., stores and other items and things aforesaid and recoveries of any demolition/dismantling as the OWNER shall in its absolute discretion deem fit and the

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CONTRACTOR shall forth with on demand pay the OWNER the entire costs/expenses of the OWNER for the above, with right in the OWNER (without prejudice to any other mode or recovery) to recover the same from the proceeds of any sale or disposal as aforesaid or from any monies whatsoever of the CONTRACTOR held by the OWNER or dues of the CONTRACTOR.

30.8 Upon termination of the Contract, the OWNER shall be entitled at the risk and expenses of the CONTRACTOR in all respects to either engage one or more contractors to complete the work and/or supplies and/or to redesign, reperform and/or redo and/or to alter, modify and/or replace the materials supplied by the CONTRACTOR and/or supply other materials or substitutes to the extent necessary to set up, install, erect, establish and operate the Unit and tools and spares in accordance with the Contract and/or to complete the works in accordance with the Contract, notwithstanding that the contractor(s) so engaged shall adopt design and/or processes or methods or materials different from those proposed or projected and/or adopted by the CONTRACTOR for any purpose.

30.9 Notwithstanding anything provided above, the OWNER shall have the right at any time prior to the removal of the same from the job site, to take possession of such of the CONTRACTOR's goods or equipment at any and all jobs sites as the OWNER shall deem fit, and the CONTRACTOR shall be entitled to compensation for any such goods or equipment taken over at cost thereof to the CONTRACTOR or depreciated value thereof in the case of equipment, whichever shall be less, such cost or value not to include the cost of transport, carriage or handling or storage, but to include the cost of freight to India on imported goods. The cost of goods and/or depreciated value of equipment taken over as determined by the Engineer-in-Charge shall be final and binding upon the CONTRACTOR.


30.10 No amount shall be due and payable to the CONTRACTOR upon or in the event of termination of the Contract unless and until the entirety of the works as contemplated in the scope of services and the entirety of the supplies as contemplated in the scope of supplies shall have been completed in all respects and all payments finally due on any account to the OWNER and/or other contractor(s) in respect of the balance works and supplies have been finally settled and the OWNER has been discharged from all liabilities in respect thereof.


30.11 In the event of Termination, the security deposit (CPBG) shall be forfeited by the Owner without reference to the Contractor and if the same is insufficient to meet the dues of the OWNER as aforesaid, the CONTRACTOR shall forthwith on demand by the OWNER pay the OWNER the shortfall.

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APPENDIX – 1 TO SCC

TIME SCHEDULE

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APPENDIX-1 TO SCC TIME SCHEDULE

DESCRIPTION OF WORK	TIME OF COMPLETION
Residual Process Engineering, Hazop Study with participation by Licensor / tkIS India [Formerly UIPL] / NALCO, Detailed Engineering, Project Management, Total Procurement, Fabrication, Manufacturing, Quality Assurance, Inspection & Expediting, Third Party Inspection, Supplies, Transportation, Insurance, Handling & Storage of all Equipment, Materials, items and other Construction Materials, Construction Management & Supervision, Assembly & Erection, Construction and Installation, Installation of Tie-in points of Piping, Instrumentation, Electrical, Testing, Insulation, Painting, Obtaining all Statutory Approvals (except Environment Clearance which has been obtained by NALCO), Pre-commissioning & Mechanical Completion, Start-up, Commissioning and Performance Guarantee Test Runs of Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag) Package and handing over the entire Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag) Package Unit including spares with Final and "As Built" documentation to NALCO on single point responsibility basis (Lump Sum Turn Key – LSTK – Basis), based on tender documents provided by tkIS India, for 1.0 MTPA ALUMINA REFINERY of M/S NATIONAL ALUMINIUM COMPANY LIMITED (NALCO) at Damanjodi, Odisha, India.	The Completion Period for the Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag) Package shall be 23 (Twenty Three) months from the date of issuance of Nalco's Letter of Acceptance (FOA).

Note:


- The time of completion shall be reckoned from the date of notification of award, i.e. date of NALCO's Letter of Acceptance (LOA).
- The period mentioned above is for completing the works in all respects as per design, drawings, specifications and shall also include the time required for testing and rectification etc., if any, as per specifications and to complete the works to the satisfaction of Engineer-in-Charge.

SIGNATURE AND SEAL OF BIDDER

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APPENDIX – 2 TO SCC (PART A)

GUARANTEES

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thyssenkrupp Industrial Solutions (India)	SPECIAL CONDITIONS (PART A) OF LSTK CONTRACT Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 नालको NALCO नेशनल एल्युमिनियम कम्पनी लिमिटेड National Aluminium Company Ltd. Rev 01 Page 26 of 35

ALUMINA STORAGE & WAGON LOADING AT REFINERY (DAMANJODI) AND ALUMINA STORAGE AND HANDLING AT PORT (VIZAG)

GUARANTEED PLANT PERFORMANCE AND REMEDY (INCLUDING PRICE REDUCTION) FOR EXCESS CONSUMPTION OF UTILITIES AND PERFORMANCE PARAMETERS

1. In addition and without prejudice to any other remedy, reduction, discount or adjustment in price to which the OWNER is entitled, if the actual performance parameters and/or consumption of utilities fail to meet the guaranteed values/range that are accepted/furnished by the CONTRACTOR in its bid for the UNIT, OWNER shall be entitled to the following :


In case the actual value of the parameter and/or consumption of utilities exceeds the CONTRACTOR's guaranteed figure of that respective performance parameter and/or utility, the CONTRACTOR shall necessarily remedy/rectify the UNIT or make necessary replacements within such time as may be fixed in this behalf by the Engineer-in-Charge after consulting the OWNER, so as to ensure that the figures of the respective parameter/ utility is brought within the guaranteed range of the respective parameter/utility. The CONTRACTOR shall carry out the necessary remedy / replacement / rectification, without any cost implication to the OWNER/CONSULTANT.

Even after such remedy / rectification / replacement (as the case may be), if any or all of the actual performance parameter(s)/ consumption of utilities still fail to meet the CONTRACTOR's guaranteed value/range, but is found within the Maximum Adverse deviation allowed (as mentioned in the table below) for the respective parameter/ utility, and the CONTRACTOR is unable to meet the limits of guarantees in spite of repeated attempts (the number of such attempts shall be decided by the OWNER/CONSULTANT whose decision shall be final and binding on the CONTRACTOR), or if, after such attempt(s), the OWNER is not in a position to shut down the UNIT or allow further remedy/replacement/ rectification (as the case may be), the OWNER shall apply Price Reduction on the CONTRACTOR as per the Table A below.


2. However, after the attempt(s) mentioned above, if the actual performance parameter(s)/ consumption of utilities still fail to meet even the Maximum Adverse deviation allowed (as mentioned in the Table A below) for the respective parameter / utility even after such remedy / rectification / replacement (as the case may be) a mutually acceptable solution shall be reached between OWNER/CONSULTANT and the CONTRACTOR so as make good the UNIT. In case such a solution is not reached / implemented, the OWNER shall reserve the right to apply Price Reduction on the CONTRACTOR the value of which will be limited to the contract price.

Table A. - Price Reduction for Adverse deviation in Performance:

Sr. No.	Performance guarantee parameter	Nature of adverse deviation	Price Reduction Schedule (PRS) applicable	Maximum adverse deviation allowed
ALUMINA STORAGE & WAGON LOADING AT REFINERY (DAMANJODI)				
1	Filling time for four wagons in single placement (on both tracks) in seconds	For every 10 seconds increase in the filling time for four wagons in single placement beyond 240 seconds	At the rate of 1 % of the total contract price for every 10 seconds adverse deviation in the filling time for four wagons in single placement	Increase in filling time for four wagons in single placement by 30 seconds
2	Time for filling of 24 wagons in minutes (on single track)	For every 5 minute increase in time for filling of 24 wagons beyond 165	At the rate of 1 % of the total contract price for every 5 minute adverse deviation	Increase in time for filling of 24 wagons by 20 minutes

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Sr. No.	Performance guarantee parameter	Nature of adverse deviation	Price Reduction Schedule (PRS) applicable	Maximum adverse deviation allowed
		minutes	for filling of 24 wagons.	
3	Beetle charger capability to handle one full BTAP rake loaded with alumina in one placement on one track. (One rake consists of 52 nos. BTAP wagons, on an average 61 MT loading of alumina in each)	NA	NA	To be rectified in case of failure
4	Power Consumption expressed in Kwh/Ton of complete Alumina storage and wagon loading system at Refinery (Damanjodi)	For every 5% increase in power consumption above its guaranteed value specified in the bid.	At the rate of 0.4% of the total contract value for every 5% rise in the power consumption above its guaranteed value.	Power consumption increase by 25 %
5	No material clogging in chute and silos	NA	NA	To be rectified in case of material clogging.
6	Dust emission for dedusting systems shall be less than equal to 15 mg/Nm³	NA	NA	To be rectified in case of failure
ALUMINA STORAGE & HANDLING AT PORT (VIZAG)				
7	No material clogging in chute and silos	NA	NA	To be rectified in case of material clogging.
8	Stoppage and restarting of Belt conveyor while operating at design capacity or close to design capacity.	NA	NA	To be rectified in case of failure to restart.
9	Dust emission for dedusting systems shall be less than equal to 15 mg/Nm³	NA	NA	To be rectified in case of failure

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Notes:

- a) Performance Guarantee Test shall be carried out once the equipment / system is stabilized i.e. 30 to 45 days of cumulative operation after commissioning.
 - b) For measuring the guaranteed performance related to wagon filling time, average of all wagons under filling below the two silos at a time shall be considered.
 - c) For measuring the guaranteed performance, the silos shall be filled up to at least 30% of the capacity.
 - d) For sr. no. A.1, the filling time for four wagons in single placement shall be measured from start of filling of wagon (lowering of the spout) to end of filling up to full capacity of all wagons (retraction of the spout) in single placement. This measurement shall be carried out for two wagon placements for each silo (one on each track) and average of the four measurements shall be considered as performance result.
 - e) For sr. no. A.2, the time for filling of 24 wagons shall be measured from start of filling of wagons in first placement to end of filling up to full capacity of all 24 wagons of a rake. This measurement shall be carried out both the tracks individually and simultaneously. The average of the two measurements shall be considered as performance result.
 - f) All PRS as indicated in Table-A above will be applicable on pro-rata basis.
3. Besides meeting the guaranteed consumption, the CONTRACTOR shall also ensure that discharge of all effluents shall meet the various statutory requirements as specified elsewhere in the tender. The CONTRACTOR shall necessarily remedy / rectify the UNIT or make necessary replacements, within such time as may be fixed in this behalf by OWNER / CONSULTANT, so as to ensure that effluent discharge shall meet the various statutory requirements.
 4. All instruments required for establishing guaranteed consumption at unit battery limit are within the CONTRACTOR's scope of work at no extra cost to OWNER.
 5. The recovery of Price Reduction as described in table above shall be made from the balance running account bills or available Securities / Bank Guarantees provided by the CONTRACTOR to OWNER.
 6. The total amount, by way of Price Reduction mentioned in clause number-1 above shall not exceed 10% of total contract price. However, if any guarantee parameter exceeds the maximum allowed adverse deviation and remains un-remedied, Clause no. 2 shall apply.
 7. In addition to the PERFORMANCE GUARANTEE CLAUSE stipulated in the LSTK GCC, the following shall also apply:

One or more performance tests shall be carried out for a continuous run of 72 hours or cumulative run of 72 hours, consisting of minimum stretches of continuous run of 8 hours each, under the technical direction of CONSULTANT / LICENSOR / OWNER. At the end of the performance test the average results obtained during that 72 hours shall form the basis of comparison between the actual performance and guaranteed performance.
 8. For actual shortfall in performance, price reduction shall be calculated on pro-rata basis.
 9. During the performance guarantee test, if the consumption of utilities is within the acceptable limits, Price Reduction shall be in accordance with Table – A above. However, if the consumption goes beyond the acceptable limits, CONTRACTOR will be given chance of rectifying it within a period of 6 months from the PG test. Thereafter, recovery will be made through encashment of bank guarantee / remittance by

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the CONTRACTOR. The recovery amount shall be calculated using the formula and life cycle period mentioned below. But price of the utilities shall be as per rate prevailing at that point of time.

i) Power (At Damanjodi Refinery):

$$\text{Price Reduction} = (\text{PA} - \text{PG}) \times \text{C} \times \text{DF} \times 1000000$$

Where:


PA = Actual power consumption figure achieved by the CONTRACTOR in KWH/T of Alumina

PG = (Respective guaranteed power consumption figures quoted by the CONTRACTOR in the FORM SP-5 in KWH/T of Alumina)


DF = Discounted Factor 7.74

C – Cost of Power = As per Rate prevailing at that point of time (In Rs. per KWH)

10. Price Reduction shall attract GST at applicable rates.
 11. Guarantee parameters, which are considered for loading (Power in this case) to evaluate the price, shall be submitted in a sealed envelope as per the ITB.
 12. Subject to the provisions of Clause No. 6 read with Clause No.2 of this Appendix-2 to the SCC-Part A, the total maximum liability of the Contractor for non-fulfillment of Performance Guarantees within the acceptable limits and delay in Completion, shall be 10% of the total Contract Price (Supply plus Services) exclusive of taxes and duties. However, if any Guarantee Parameter exceeds the maximum acceptable limit, Price reduction upto 100% of the total Contract Value (Supply + Services) exclusive of taxes & duties, shall be applicable.
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APPENDIX – 3 TO SCC
FORMAT FOR CONSTRUCTION
SUB-CONTRACTOR'S APPROVAL

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APPENDIX – 3 TO SCC

FORMAT FOR CONSTRUCTION SUB-CONTRACTOR'S APPROVAL

(APPROVAL OF SUB-CONTRACTOR)

- 1) NAME OF MAIN CONTRACTOR : _____
- 2) NAME OF WORK, LOCATION : _____
- 3) NAME OF PROPOSED SUB-CONTRACTOR : _____
- 4) SCOPE OF WORK PROPOSED TO BE SUB-CONTRACTED (BRIEF) : _____
- 5) ESTIMATED VALUE OF THE PROPOSED WORK TO BE SUB-CONTRACTED (INR): _____

6) QUALIFYING CRITERIA FOR SUB-CONTRACTOR:

Similar Work experience: 1 similar completed work costing not less than 50% of estimated value of proposed work to be sub-contracted.

Annual Turnover (to be annualized in case Time schedule is more than 12 months) Not less than 60% of estimated value of proposed work to be sub-contracted

Reason for waiver/ relaxation if any for criteria mentioned above shall be furnished


7) EXPERIENCE AND FINANCIAL DETAILS OF PROPOSED SUB-CONTRACTOR:

- i) Contract Value of similar work executed (as evidenced by work Order & Completion Certificate): During the last 7 years ending last day of the month previous to the one in which applications are invited.
- ii) Maximum Annual Turnover during last 3(three) years (as evidenced by Balance Sheets) :

8) CRITERIA FOR QUALIFICATION OF SUB-CONTRACTOR:

Sl.No. 7(i) \geq 6 (i) : YES / NO


Sl.No. 7 (ii) \geq 6 (ii) YES / NO

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- 9) Based on above information, we M/s _____ (Name of Main Contractor) propose M/s. _____ (Name of proposed sub-contractor) as our construction sub-contractor for the above mentioned works. We understand that notwithstanding above approval, we shall remain fully responsible for the performance of the said sub-contractor and any failure of the sub-contractor shall not absolve/relieve us of our responsibility to complete the works as per the terms and conditions of the Contract.


(STAMP & SIGNATURE OF CONTRACTOR)

- 10) QUALIFICATION STATUS (TO BE STAMPED BY OWNER):

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APPENDIX – 4 TO SCC


QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL

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APPENDIX – 4 TO SCC

<u>SL. NO.</u>	<u>CATEGORY</u>	<u>QUALIFICATION & EXPERIENCE</u>
1	RESIDENT CONSTRUCTION MANAGER / RESIDENT ENGINEER / SITE-IN- CHARGE	Degree in Engg. with minimum 15 years relevant experience in construction or diploma in engineering with 20 years relevant experience in construction.
2	LEAD DISCIPLINE ENGINEER	Degree in relevant Engg. Discipline with minimum 10 years experience in Construction or Diploma in relevant Engg. Discipline with minimum 15 years experience in Construction.
3	LEAD QA/QC ENGINEER	Degree in Engg. With 10 years Construction Experience of which 5 years should be as QA Manager or diploma in engineering with 15 years Construction Experience of which 10 years should be as QA Manager.
4	QAQC / WELDING / NDT ENGINEER	Degree in Mechanical Engg./Metallurgy with minimum 10 years experience in QAQC, Welding / NDT (Non-Destructive Testing) plus Level-II in RT (Radiographic Testing) or diploma in Mechanical Engg. / Metallurgy with minimum 15 years experience in Welding / NDT plus Level-II in RT.
5	LEAD PLANNING ENGINEER	Degree in Engg. with 10 years experience in Planning & Scheduling or diploma in engineering with 15 years experience in Planning & Scheduling.
6	LEAD SAFETY OFFICER	Degree / Diploma in Engg. and Diploma in Industrial Safety with min. 10 years relevant experience in Construction Safety or Graduate in Science and Diploma in Industrial Safety with min.15 years relevant experience in construction safety.
7	WAREHOUSE-IN-CHARGE / MATERIALS MANAGER	Graduate in Science or Diploma in Engg. / Materials Management with 10 years experience in Warehousing / Stores Management of similar nature.
8	DISCIPLINE SURVEYORS	Degree in relevant Engineering Discipline with minimum 3 years experience in Construction or diploma in relevant Engineering Discipline with minimum 6 years experience in Construction.
9	QUANTITY SURVEYORS	Degree in relevant Engineering Discipline with minimum 3 years experience or diploma in relevant Engineering Discipline with minimum 6 years experience in quantity estimation, field measurement, rate analysis etc. in construction field.

Home office engineering:- Contractor shall ensure deployment of suitably qualified, competent & experienced engineering team. The key personnel / lead engineers for disciplines such as Projects, Process, Piping, Static Equipment, Rotary Equipment, Civil & Structural, Electrical, Instrumentation and Material Handling shall be graduate engineers in the relevant discipline and shall have minimum Ten years of

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experience in the respective field. Necessary backup documents shall be provided by Contractor as and when required by Owner/Consultant.

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