



Bidding Document No : 6695-CMG-G00-CA-0014

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Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

INDEX TO INSTRUCTIONS TO BIDDER (ITB)


1.0	INTRODUCTION
2.0	COST OF BIDDING
3.0	SITE LOCATION / SITE VISIT
4.0	BIDDING DOCUMENTS
5.0	AMENDMENT OF BIDDING DOCUMENTS
6.0	LANGUAGE OF BIDS
7.0	PREPARATION / SUBMISSION OF THE BIDS
8.0	CHECKLIST FOR SUBMISSION OF BID
9.0	FRAUDULENT PRACTICES
10.0	CURRENCIES OF BID AND PAYMENT & INVOLVEMENT OF AGENT
11.0	BID SECURITY / EARNEST MONEY DEPOSIT
12.0	PERIOD OF VALIDITY OF BIDS
13.0	NUMBER OF BIDS
14.0	PRE-BID MEETING
15.0	FORMAT AND SIGNING OF BID
16.0	BIDDING DOCUMENTS AND DEVIATIONS
17.0	SUBMISSION OF BIDS
18.0	DEADLINE FOR SUBMISSION OF BIDS
19.0	SUB-VENDOR LIST
20.0	PRICES TO BE IN FIGURES AND WORDS
21.0	CORRECTIONS AND ERASURES
22.0	LATE BIDS/ UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE
23.0	MODIFICATION AND WITHDRAWAL OF BIDS
24.0	OPENING OF BIDS
25.0	CLARIFICATION OF BIDS
26.0	TECHNO-COMMERCIAL EXAMINATION OF BIDS
27.0	BID EVALUATION CRITERIA
28.0	COMPLETE SCOPE OF SUPPLIES / WORK
29.0	MEETING WITH BIDDERS PRIOR TO OPENING OF PRICE BID
30.0	OPENING OF PRICE BIDS
31.0	EVALUATION AND COMPARISON OF PRICES
32.0	DISCHARGE OF EFFLUENTS
33.0	REBATE / PRICE INCREASE
34.0	CONTACTING OWNER / CONSULTANT
35.0	OWNER'S RIGHT TO ACCEPT/REJECT BIDS
36.0	NOTIFICATION OF AWARD
37.0	CONTRACT AGREEMENT
38.0	SIGNING OF CONTRACT
39.0	CONTRACT PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)
40.0	COST OF BIDDING DOCUMENTS
41.0	CONFIDENTIALITY OF DOCUMENTS
42.0	INFORMATION TO BE FURNISHED BY FOREIGN CONTRACTORS
43.0	THIRD PARTY INSPECTION AGENCIES AND ALL INSPECTION AND TESTING CHARGES

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

- 44.0 INDEPENDENT EXTERNAL MONITORS (IEM)
- 45.0 ANTI-PROFITEERING PROVISIONS
- 46.0 MAKE IN INDIA

ENCLOSURES:

- a) PROFORMA FOR FOREIGNER'S VISIT - TEMPORARY GATE PASS
- b) ANNEXURES – 1, 2 & 3
- c) FORMAT OF BANK GUARANTEES
- d) PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING
- e) FORMAT OF CHECK LIST(CONTENTS OF BID AND CHECKLIST)

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd. Rev 01 Page 4 of 61

1.0 INTRODUCTION

- 1.1 M/s. National Aluminium Company Ltd. (NALCO) propose to engage experienced contractor for the **Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)** for Alumina Refinery at Damanjodi, Odisha. The Instruction to Bidder / Tenderers (ITB) is for the above referred work. The Bid Document is to be referred to by the prospective Bidder / Tenderers for participation in this Tender.


NALCO have retained thyssenkrupp Industrial Solutions (India) Private Limited (tkIS-India) (Formerly Uhde India Private Limited) as their CONSULTANT for implementation of the above Project.

tkIS-India for and on behalf of NALCO (Owner) invites Bids under single stage two bid system, for the entire work covered under the Bidding Document (hereinafter referred as Work). All bids are to be completed and returned in accordance with and within the time provided in these Instructions to Bidders. All Bidders shall note that this Tender is on International Competitive Bidding Basis.

- 1.2 It shall be the Bidder's responsibility to have a thorough understanding of the site conditions and take the same into account while submitting his bid for the above work.
- 1.3 The Bidder shall carefully study the provisions contained in the tender documents and specifications and quote his prices accordingly.
- 1.4 Definitions:

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

- "Instructions to Bidder" shall mean the documents describing the manner in which the Bidder shall prepare and submit his bid.
- "Notice Inviting Tender"(NIT) shall mean Owner's request to Bidder for a bid to be submitted as per requirements of the Bidding documents.
- "Bid" shall mean Bidder's offer to perform and execute the work strictly in accordance with the Bidding documents.
- "Bidding Document" or " Bid Document" shall mean all the documents listed herein and in the Master Index and any subsequent addenda/amendments issued by the Owner (NALCO)/CONSULTANT, based on which Bid is to be submitted.
- "Bidder" shall mean the person or company who receives the Bidding Document and submits the bid or tender to the Owner / Consultant.
- Throughout this Bidding Documents, the term "bid" and "tender" and their derivatives ("bidder", "Bid", "bidding" etc.) are synonymous, and day means calendar day. Singular also means plural.
- "Order Value" means total contract value or total contract price or total order value and is the sum of prices for both supply and services excluding taxes & duties.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

viii) "BQC" means Bidders' Qualification Criteria.

- ix) Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.
- x) The definitions shall apply to all the expressions defined above when used in the contract documents, whether expressed wholly in capitals or partly in capital or with the first letter in capital or wholly in ordinary letters.

2.0 **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and delivery of its bid including (but not limited to) costs and expenses related to visits to the site(s) and other locations, and the cost of any tests, investigations, evaluations and consultations. The OWNER / Consultant shall in no case be responsible or liable for any costs regardless of the outcome of the bidding process.

3.0 **SITE LOCATION / SITE VISIT**

3.1 **SITE LOCATION**

The Alumina Refinery Plant of NALCO is located at Damanjodi, Odisha, India.


Plant Location: Country : India
State : Odisha

3.2 **SITE VISIT**

3.2.1 The bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into the Contract. Claims of any kind due to variation or ignorance of site conditions and environmental conditions will not be eligible in any circumstances.

3.2.2 The bidder and any of its personnel or authorized representatives will be granted permission by the OWNER to enter upon its premises and lands for the purpose of such inspection. It is understood that as an implicit condition of such permission, the bidder, its personnel and/or authorized representative(s) shall be understood to have released and indemnified the OWNER and its personnel from and against all liability in respect thereof and to have assumed all responsibility for personal injury (whether fatal or otherwise), loss of or damage to person or property and any other loss, damage, cost and expenses incurred as a result of such visit, including those sustained by any negligence or other act of tort on the part of the OWNER and/or its personnel and Consultants. During such visits the Bidder shall abide by all the rules and regulations, as applicable.

3.2.3 For site visit, the bidder may contact :
1. Mr. Sushil Kumar Padhee

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

General Manager (Proj & CRG)

E-mail: sushil.padhee@nalcoindia.co.in

Mobile No. 9437030531

2. Mr. R S Raju

DGM(Mech), Project

E-mail: rudraraju.raju@nalcoindia.co.in

Mobile No. 9437095638

3.3 ENTRY OF FOREIGN NATIONALS TO REFINERY PREMISES

Bidders are requested to note the following with regard to entry of Foreign Nationals to Refinery Premises in relation to subject tender :

- (A) NALCO has an Alumina refinery in India including the Refinery at Damanjodi in the State of Odisha.

It may please be noted that all the Refineries are declared as “prohibited place” under Official secrets Act 1923, where entry of personnel is restricted/conditioned.

It may also be noted that the visa to be issued by Government of India normally contains the clause towards no permission for entry/visit to such place, a default condition, which, if not removed/struck-off by visa issuing authorities, will create impediment/restriction in movement of personnel of foreign origin deployed at a particular Refinery, to carry out an activity in terms of engagement/contract with M/s NALCO.

The same should be kept in mind while submitting request for issue of visa by your office.


Visa should be business visa (Tourist visa is not allowed for visit of Refinery) and moreover the visa issuing authority to be requested for allowing them access to Restricted /Prohibited area/ Place like Refinery while applying for their Visa in their respective home country.

In case his/her visa has a stamp for not allowing access to protected area, special permit needs to be obtained by the Foreign Nationals from Home Ministry of Govt. of India in the required special permit forms of the Govt. of India.

- (B) The required permits shall be furnished with the approval of ED (M & R), NALCO, Damanjodi, Odisha.

- (C) Foreign Nationals of Bidder shall carry following documents :

- 1) Passport with valid visa
- 2) Two copies of passport size photographs.
- 3) Laptop /camera & other instruments as they may be carrying with them need to be mentioned on the Proforma for Foreigner visit.
- 4) Any other document as may be required by the Government of India/ State Government / Local Authorities.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.
		Rev	01	Page 7 of 61

4.0 **BIDDING DOCUMENTS**

The bidder is expected to examine the Bidding Documents, including all instructions, FORMS, terms and conditions of Contract, specifications, drawings and other documents and to fully familiarize itself with the requirements of the Bidding Documents. Failure to furnish all the information required by the Bidding Documents or the submission of a bid not substantially responsive to the Bidding Documents in every respect may result in the rejection of the Bid.

Throughout this Bidding Documents, the term "bid" and "tender" and their derivatives ("bidder/ tenderer", "Bid/tender", "bidding/tendering" etc.) are synonymous, and day means calendar day. Singular also means plural.

5.0 **AMENDMENT OF BIDDING DOCUMENTS**

5.1 At any time prior to the deadline for submission of bids as well as up to priced bid opening, the OWNER/CONSULTANT may, for any reason whether at its own initiative or in response to a clarification or modification requested by any prospective Bidder(s), modify the Bidding Documents.

5.2 Any Amendment thus issued shall be part of the Bidding Documents and shall be binding on all Bidders.

The Bidders will be required- to acknowledge receipt of any such Amendment/Addendum to the Bidding Documents. Bidders shall confirm the inclusion of Amendment/Addendum in their bid and shall follow the instructions issued along with the Amendment/ Addendum. Failure of the Bidder to submit Bid without taking cognizance of Amendment / Addendum issued by OWNER/CONSULTANT shall render the Bid liable for rejection.


5.3 Bidders shall examine the Bidding Documents thoroughly and inform the OWNER / Consultant of any apparent conflict, discrepancy or error, so that the OWNER may issue appropriate clarification(s) or amendment(s), if required.

5.4 The OWNER/Consultant may, at its discretion, extend the date of submission of Bids in order to allow the bidders a reasonable time to furnish their most competitive bid taking into account the amendments issued.

6.0 **LANGUAGE OF BIDS**

6.1 The Bid prepared by the bidder, all documents attached to and/or relating to the bid and all correspondence exchanged by the Bidder and the OWNER, shall be written in English language only.

6.2 Any printed literature furnished by the bidder may be written in another language provided that this literature is accompanied by an authenticated English translation, in which case, for purpose of interpreting the Bid, the English translation shall govern.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 नालको NALCO नेपाल एल्युमिनियम कम्पनी लिमिटेड National Aluminium Company Ltd.
		Rev	01	Page 8 of 61

- 6.3 In the event of submission of any document / certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

7.0 **PREPARATION / SUBMISSION OF THE BIDS**

- 7.1 The Bidder shall along with its techno-commercial Bid submit one set of Tender Documents duly signed and stamped on each page in original, in token of its acceptance.
- 7.2 The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders. The bids shall be submitted strictly as per the instructions of ITB
- 7.3 The Bid shall be submitted in two parts viz. PART-1 & PART-2 in two separate sealed envelopes:

PART – 1 Techno-commercial / Unpriced Bid / EMD/ Integrity pact / Litigation history.


PART – 2 Priced Bid in separate sealed envelope

Techno-commercial / Unpriced Bid (PART-1) will contain the following documents in 1 (one) original and 3 (Three) copies (4 sets in all). Bidder shall also submit one soft copy of the Techno Commercial Unpriced Bid after opening of the Techno Commercial Unpriced Bid.

- 7.3.1 BID SECURITY / EARNEST MONEY DEPOSIT: EMD / Bid Security as applicable, in the format attached with the ITB shall be enclosed in original with the TECHNO-COMMERCIAL unpriced bid.
- 7.3.2 TECHNO-COMMERCIAL/UNPRICED BID shall contain following documents;

SECTION-I:

- All Documents evidencing fulfillment of the stipulated Bidders Qualification Criteria (BQC) and all other documents mentioned in the NIT regarding the BQC.
- Letter of submission.
- Form of Bid as per **PROPOSAL FORM-A** including Annexure of Information about the Bidder.
- Bidder shall along with its techno-commercial Bid submit one copy of the Table of Contents (also referred as Master Index) of the Bidding Document duly signed and stamped on each page, in token of having received the complete set of the Bidding Document and its acceptance.
- Power of Attorney of Bid Signatory
- Declaration as per **PROPOSAL FORM-B** duly signed & stamped by the bidder in token of having received and read all volumes of the commercial &

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

technical documents and having accepted and considered the same in preparing and submitting the bid.

- vii) BID SECURITY / EARNEST MONEY DEPOSIT as mentioned above.
- viii) Vendor List prepared by Bidder for items not covered in the Vendor List enclosed with this Bid Document. NALCO / Consultant reserve the right to accept / reject / add any or all vendors in this list. Vendor List enclosed by Owner / Consultant with this Bidding Document should be strictly followed by the Bidder for enquiry and order placement, without any deviation.
- ix) Memorandum of Understanding (MOU) as mentioned in Clause No. 10.1 of this ITB.

SECTION-II:

- i) Deployment Schedule of construction equipment, tools & tackles proposed for execution of work as per **PROPOSAL FORM-C.**
- ii) Methodology of Execution as per **PROPOSAL FORM-D.**
- iii) Details of proposed Organization for Home and Site Office as per **PROPOSAL FORM-E.**
- iv) Deployment Schedule of Supervisory personnel & Construction Workers, as per **PROPOSAL FORM-F.**
- v) Project Schedule in the form of Bar Chart.
- vi) Project procurement procedure and methodology


SECTION-III:

- i) Details of concurrent commitments as per **PROPOSAL FORM-N.**
- ii) Declaration about Bidder's Income Tax Liability in India as per **PROPOSAL FORM-G.**
- iii) Solvency Certificate from Bidders' bankers. Date of issue of this certificate should not be earlier than 6 months from due date of opening of Techno-commercial part.
- iv) Financial Details including Audited balance sheet and P&L account for the preceding three financial years, as per **PROPOSAL FORM-H.**
- v) Information about any Current Litigation / Arbitration, if any, in which bidder is involved as per **PROPOSAL FORM I.**
- vi) Partnership Deed in case of partnership firm, OR Memorandum & Articles of Association in case of limited companies.

SECTION-IV:

- i) Reply to Commercial Questionnaire.
- ii) Blank copy of Schedule of Lumpsum Prices along with preamble, duly stamped & signed on each page and marked as "Quoted" on all the line items.
- iii) Integrity Pact, as per NALCO's format, duly filled-in, signed and stamped by the Bidder.

SECTION-V:

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.
		Rev	01	Page 10 of 61

- i) Reply to Technical Questionnaire.
- ii) Technical Details / documents specified under “Documents required alongwith Bid” in Document Matrix.

SECTION-VI:

- i) Schedule of Deviations (if any) to the Commercial and Technical bid documents as per **PROPOSAL FORM J**.
- ii) Technical deviations must be given separately for each discipline.

SECTION-VII:

- i) Any other information required in the Bidding Documents or considered relevant by the Bidder, including declaration in **PROPOSAL FORM K** with regard to non-involvement of Agents.
- ii) Proforma of Declaration of Black Listing / Holiday Listing duly signed & stamped by the Bidder.
- iii) Social Accountability 8000 Compliance Format in **Proposal FORM O**
- iv) Details of Safety Statistic of past 3 years in **Proposal FORM P**

SECTION-VIII:

- i) Declaration in **PROPOSAL FORM L**- Format of Letter of Waiver of conditions / deviations.

SECTION-IX:

- i) Quality Assurance: A brief description of the bidder's QA system and a statement detailing how QA will be implemented for the Project.

SECTION-X:

- i) Check-List as per enclosed format.


SECTION XI

- i) One complete set of tender documents / addendums, if any, duly signed and stamped on each page in original in token of Bidder's acceptance

For convenience, the Bid shall be compiled in the form of specific Sections conforming to the above. In case of non-submission of above documents or submission of incomplete documents, the OWNER/Consultant reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening the Techno-commercial / Unpriced Bid.

7.3.3 PART -2 Priced Bid shall consist of:

- (i) Total Schedules of Lumpsum Prices as per formats (**SP-0 to SP-6 but excluding SP-4 which has been deleted**) given in the Bidding Documents duly completed in all respects.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

This part shall not contain any condition whatsoever failing which the Bids shall be liable to be rejected.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection.

The priced Bid shall be submitted in original in a separate sealed envelope, duly signed and stamped on each page, superscripting on the envelope **“PRICE BID- DO NOT OPEN”** In case of any correction, the Bidder shall neatly strike through the original figure and write the corrected figure and put it's signature and stamp. Correction fluid/ Eraser fluid is not allowed for making any correction.


All the original SP forms shall be enclosed duly signed and stamped by the Bidder. The Bidder shall further ensure that all the originals written by hand or with signature affixed thereto shall be in Blue ink.

- 7.4 Although all 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.
- 7.5 The bid requirements are explicitly stated in the Bidding Documents. The Bidder is required to study these requirements in detail & make a proposal in an outline as defined above completely meeting these requirements. The offer must be complete in all respects, leaving no scope for ambiguity. It is in the interest of the Bidder to submit a complete & comprehensive proposal leaving no scope for OWNER/Consultant to raise or ask for any further questions or clarifications, with a view that the proposal may be evaluated only on the basis of what has been submitted by the bidder in the first instance in order to adhere to a very strict project schedule. Bidder's quotation is the responsibility of the bidder and no relief or consideration can be given for errors and omissions.
- 7.6 For the purpose of these documents the terms “bid” and “tender”, “bidding” and “tendering” and other similar expressions are synonymous.
- 7.7 Also, “Bid Document”, “Tendering Document” and “Bidding Document” and similar expressions are synonymous.

8.0 CHECKLIST FOR SUBMISSION OF BID

- 8.1 To assist Bidder in ensuring the completeness of bid, a checklist for submission of various documents/details in un-priced commercial part of bid', has been enclosed.
- 8.2 Bidder is required to fill the checklist and submit along with the bid for ready reference.

9.0 FRAUDULENT PRACTICES

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
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				Rev	01	Page

9.1 The OWNER requires that Bidder/Vendor/ Contractor observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the OWNER, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non- competitive levels and to deprive the OWNER of the benefits of free and open competition.

9.2 The OWNER will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.

Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

9.3 In case, the information / document furnished by the Bidder/vendor/Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, OWNER shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/Vendor/ Contractor without any prejudice to other rights available to OWNER under the contract such as forfeiture of CPBG / Security Deposit, withholding of payment etc.

9.4 In case, this issue of submission of false document comes to the notice after execution of work, OWNER shall have full right to forfeit any amount due to the Bidder/Vendor/Contractor along with forfeiture of CPBG/Security Deposit furnished by the Bidder/Vendor/Contractor.

9.5 Further, such Bidder/Vendor/ Contractor shall be put on Blacklist / Holiday/ Negative List of OWNER debarring them from future business with OWNER for the specified time period, as per the prevailing policy of OWNER.


10.0 CURRENCIES OF BID AND PAYMENT & INVOLVEMENT OF AGENT

10.1 The principal bidder shall be the Bidder who has met the stipulated Bid Qualification Criteria and has been qualified accordingly by the Owner / Consultant. This can be either a foreign vendor or an Indian vendor. The LSTK packages will be placed on divisible contract basis separately on Foreign and Indian Vendors as follows:

Contract-A On Foreign vendor covering the foreign supplies and Foreign supervision of erection/testing/commissioning (in foreign currency)

Contract-B Indian Supplies, customs clearance, port handling, inland transportation to site, on Indian vendor (in Indian Rupees)

Contract-C Erection, testing and commissioning work at site on Indian Vendor (in Indian Rupees)

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

If the Principal Bidder is a foreign bidder, then they shall indicate in their techno-commercial unpriced bid the name of the Indian vendor and vice versa.

In either case, the principal bidder shall submit along with his techno-commercial bid, a Memorandum of Understanding (MoU) between both the parties. The MoU shall clearly define the division of responsibilities between both the parties. The MoU shall be converted into a definitive legally binding agreement within one month from the award of the job by NALCO. The division of responsibility mentioned in the MoU shall not be changed subsequently. However, such arrangements shall not absolve the principal bidder of his responsibility for total job execution of the above Package Unit.

- 10.2 Indian Bidders shall quote only in Indian Rupees. Foreign bidders may quote in single currency and preferably in USD, GBP, EUR and JPY. Bids in Foreign Currency shall be evaluated based on Reserve Bank of India (RBI) reference exchange rate prevailing as on date of price bid opening.

In case the date of the Price Bid Opening happens to be a Bank Holiday then the rate prevailing on the previous working day shall be considered.

The Indian bidder shall quote only in Indian Rupees. Price Variation due to Variation in Foreign Exchange currency rate / Customs Duty rate shall be to be the Bidder's account only and not to NALCO's account.


The Principal bidder shall give the overall guarantee for total LSTK package. The respective vendors can submit 10% Contract Performance Bank Guarantee as per NALCO's format for their respective portions or one of the vendors can submit combined Contract Performance Bank Guarantee as per NALCO's format for 10% of total Value of the Package.

- 10.3 Bid Currencies once quoted shall not be allowed to be changed.

10.4 **INVOLVEMENT OF AGENT**

- 10.4.1 OWNER shall deal directly with the CONTRACTORS abroad without involving any agent. Each bidder shall be required, along with the bid to give a declaration in **PROPOSAL FORM-K** that no Agent is involved in the transaction.

11.0 **BID SECURITY/ EARNEST MONEY DEPOSIT**

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

- 11.1 The Bidder shall submit the Earnest Money for the amount as stipulated in the NIT. The EMD shall be submitted in the form of a Bank Guarantee only and the EMD Bank Guarantee shall be in the Format (given below in this ITB Document) and from any NALCO's Approved Bank (Listed in **Annexure I** to SCC (Part –B)). The EMD Bank Guarantee shall be valid for a period of eight months from the due date of submission of Bid. The Bidder shall submit the EMD Bank Guarantee along with his Techno Commercial / Unpriced Bid. The offers received without EMD shall be rejected.

Foreign bidder may submit EMD in form of Bank Guarantee in any one of the foreign currencies i.e. USD/ GBP/ EURO / JPY equivalent to the INR value of EMD . The value of Foreign Currency shall be calculated based on RBI reference exchange rate as on bid floating date.


The Public Sectors, Government agencies and the Firms registered with DGS&D/NSIC /District Industries Centres (DICs) / Khadi& Village Industries Commission(KVIC)/ Khadi & Village Industries Board (KVIB)/Cair Board/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (for the product for which they are registered), others for which specific exemption has been granted by NALCO such as Ancillary Industries etc and all Startups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, Govt of India are exempted from payment of EMD, subject to submission of documentary evidence for waiver of entitling them to such exemption. The Bidder shall submit such documentary evidence along with his Techno-Commercial / Unpriced Bid.

The EMD will be returned to all unsuccessful bidders within one week after finalization of the Contract. The EMD of the successful bidder will be returned after they accept the Contract and submit the Contract performance bank guarantee.

EMD of the successful bidder shall be forfeited if the bidder fails to deposit the requisite CPBG.

12.0 PERIOD OF VALIDITY OF BIDS

- 12.1 Bids will remain valid for Six (6) months from the due date for submission of Bid (BDD). A bid valid for a shorter period may be rejected by the OWNER as non-responsive.
- 12.2 Notwithstanding the above, the OWNER 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.
- 12.3 If the bidder agrees to the extension request, the validity of the bid security (if Bid security is applicable) shall also be suitably extended.
- 12.4 A bidder may refuse the request for extension of validity of the Bid. In such case bidder will be allowed to withdraw his bid without forfeiting his bid Security.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

- 12.5 A bidder accepting the request for extension shall not be permitted to modify his bid including change in prices because of the extension, unless specifically invited to do so. If a Bidder still deviates or changes prices, its bid shall be rejected.

13.0 NUMBER OF BIDS

- 13.1 A Bidder shall not submit more than one Bid either directly or indirectly.


- 13.2 Alternative bids will not be considered.

14.0 PREBID MEETING

- 14.1 The bidder or his authorized representative(s), is advised to attend a pre-bid meeting in the office of CONSULTANT in Mumbai. The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to the Tender conditions that may be raised at that stage by Bidders who have been issued the Bidding Document.
- 14.2 The bidder may submit any queries/clarification/information pertaining to Bidding Documents in writing delivered by hand or by e-mail/fax as per **PROPOSAL FORM M** enclosed in the Bidding Documents so as to reach OWNER/CONSULTANT not later than the date specified in the Letter Inviting Bid. Queries / Clarifications / Information sought in any other manner shall not be responded to.
- 14.3 The OWNER's responses to Bidder's queries / clarifications raised will be furnished as expeditiously as possible. Any modification of the Bidding Documents which may become necessary as a result of the pre-bid meeting / conference, shall be sent to all bidders to whom the Bidding Documents have been issued, through the issue of an Amendment / Addendum. The response shall not form part of the Bidding Document unless issued as an Addendum/ Amendment.
- 14.4 The CONTRACTOR shall provide execution methodology for the LSTK Project covering detailed engineering, procurement, logistics, construction, installation and commissioning etc. The CONTRACTOR shall give Power Point presentation to the CONSULTANT / OWNER, explaining the execution methodology at CONSULTANT / OWNER's office. All presentation related costs shall be borne by the CONTRACTOR.

15.0 FORMAT AND SIGNING OF BID

- 15.1 The bid shall be signed by the bidder or a person or persons duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid.
- 15.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case, such corrections shall

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

be signed in full by the person or persons signing the bid. In the event of any discrepancy between the original of the Bid and its copies, the original shall govern.

- 15.3 All signatures in bids shall be dated and shall bear a seal of the bidder. In addition, all pages of the bids shall before submission of the bid be initialed at lower right hand corner by the Bidder or by a person holding a Power of Attorney authorizing him to sign on behalf of the bidder.
- 15.4 The Bidder shall sign and affix its seal on all pages of the Priced bid.

16.0 BIDDING DOCUMENTS AND DEVIATIONS

- 16.1 One complete set of Bidding Document shall be issued to the Bidders in the form of CD (or any other mode as decided by Consultant). Bidders shall confirm compliance to the Bidding Document as per PROPOSAL FORM L.
- 16.2 It is expected that bidders will submit bids based strictly on the terms and conditions and specifications contained in the Bidding Documents and will not stipulate any deviations. Bidders shall confirm compliance to the Bidding Document as per PROPOSAL FORM L. Should it, however, become unavoidable, deviations should be separately and specifically stipulated only in the prescribed Proposal FORM-J. OWNER/CONSULTANT reserves the right to reject as non-responsive any bid containing unacceptable deviation(s).

17.0 SUBMISSION OF BIDS


- 17.1 Bids shall be submitted as per the instructions mentioned in the various clauses of this ITB.

18.0 DEADLINE FOR SUBMISSION OF BIDS

- 18.1 The bid must be submitted on or before the date, time and venue specified in the Notice Inviting Tender (NIT).
- 18.2 The OWNER / CONSULTANT may, at their discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the OWNER and bidders previously subject to the deadline, will thereafter be subject to the deadline as extended.

19.0 SUB - VENDOR LIST

Sub-Vendor List included by OWNER/CONSULTANT in the Bidding Documents should be followed by the Bidder for enquiry and order placement, without any

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

deviation.

However, if any item which is required for execution of the Project is not included in the above Sub-Vendor List then the CONTRACTOR shall propose vendors for such items to the OWNER/CONSULTANT for their prior approval, along with the Proven Track Record (PTR) of the selected Vendors.

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

In case any vendor is placed on the Holiday List of the Owner / Consultant during the execution of the Contract, OWNER / CONSULTANT shall inform the Contractor accordingly from time to time. The CONTRACTOR shall ensure that they do not place orders on any Vendor who is on the Owner's / Consultant's Holiday List. The Contractor shall not be entitled for any claim for time extension or any cost implication, in this regard.

20.0 PRICES TO BE IN FIGURES AND WORDS


- 20.1 The bidder shall fill the Schedule of Lumpsum Prices both in figures as well as in words in the Price Schedule forming part of the Bidding Documents, in such a way that interpolation is not possible. The tendered amount for the work shall be entered in the Price schedule and duly signed by the bidder.
- 20.2 When there is a difference between the prices in figures and words, the price in words shall prevail.
- 20.3 Price Bid evaluation will be done as mentioned in Clause No. 31 below.

21.0 CORRECTIONS AND ERASURES

- 21.1 Bidders are required to fill in the tender documents with due care so as to avoid any corrections / alterations in the entries made in the tender papers.
- 21.2 In case any corrections are required, the original writings shall be neatly strike through / penned through and re-written nearby. No overwriting or erasure of original writings by use of 'Correcting fluid' or the like is permitted. In case any erasure using 'correcting fluid' is found, the Bid shall be liable to be rejected.
- 21.3 All corrections / alterations shall be signed in full by the tenderer with date. Numerical figures shall be written both in figures as well in words.

22.0 LATE BIDS/ UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 22.1 Any bid received by OWNER/CONSULTANT after the deadline for submission of the bids (including any extension(s) hereof) will be declared "Late" and rejected, and returned unopened to the bidder.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

- 22.2 Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid documents will not be considered for opening / evaluation / award.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS


- 23.1 The Bidder may modify or withdraw its Bid after the Bid's submission but prior to the due date prescribed for submission of Bids, provided that written notice of such modification or withdrawal is received by the OWNER/CONSULTANT prior to the deadline prescribed for submission of bids.
- 23.2 No bid shall be modified subsequent to the deadline for submission of bids.
- 23.3 No bid 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.

24.0 OPENING OF BIDS

- 24.1 The OWNER/CONSULTANT will open the Unpriced Bids, in the presence of Bidder's representative(s) duly authorized to attend such opening by a person competent and having the Power of Attorney to bind the Bidder. The Bidder's representative(s) who choose to attend and are present shall sign a register evidencing their attendance.
- 24.2 The Bidder's names and the presence or absence of the requisite Bid Security, and such other details as the OWNER/ CONSULTANT may, at their discretion consider appropriate, will be announced and recorded at the opening.

25.0 CLARIFICATION OF BIDS

- 25.1 To assist in the examination, evaluation and comparison of bids, the OWNER/CONSULTANT may, at their discretion, ask the bidder for a clarification of his bid. All responses to a request for clarification shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by OWNER/CONSULTANT.
- 25.2 If desired by the OWNER/CONSULTANT, the Bidder shall give presentation on salient features of his bid including but not limited to Project Execution Methodology.


Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) 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

26.0 TECHNO-COMMERCIAL EXAMINATION OF BIDS

- 26.1 The OWNER/CONSULTANT will examine or cause to be examined the bids to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.
- 26.2 The bids without requisite Bid Security (EMD) shall not be considered and bids of such bidders shall be rejected. In case EMD Bank Guarantee submitted by any Bidder is not as per NALCO's format, but acceptable otherwise (considering amount, validity and issuing bank etc.) then the Bidder shall submit (within the time limit prescribed by the Owner / Consultant) either fresh Bank Guarantee or an amendment to the Bank Guarantee submitted with the Bid, to make the Bank Guarantee fully as per NALCO's Bank Guarantee format, failing which the Bid of such Bidder shall be rejected.
- 26.3 The OWNER/ CONSULTANT will determine to their subjective satisfaction whether the bidder has submitted a responsive bid and is qualified to satisfactorily perform the WORK, and such determination shall not be open to question.
- 26.4 The determination will also take into account the bidder's financial and technical capabilities, as well as such other qualifications as the OWNER/ CONSULTANT deem necessary and appropriate.

27.0 BID EVALUATION CRITERIA

- 27.1 The offers of only those Bidders who meet the Bid Qualification Criteria stipulated in the NIT enclosed with the Bidding Document shall be taken up for further Techno Commercial evaluation. In case any Bidder does not meet the stipulated BQC, his offer shall be rejected.
- 27.2 Previous and present performance of the Contractors at NALCO sites shall be considered while evaluating their offers. In case of poor performance, the offer from such bidders shall not be evaluated.
- 27.3 Prior to detailed bid evaluation, the OWNER/ CONSULTANT will determine the substantial responsiveness of each bid with respect to the Bidding Documents. A substantially responsive bid is one which conforms to the terms, conditions and specification of the Bidding Documents without material deviation. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents, the OWNER's rights or the bidder's obligations as envisaged in the Bidding Documents, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids. Further examination of only such bids as are determined to be substantially responsive shall be taken up, unless otherwise determined by the OWNER/ CONSULTANT.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 नालको NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd. Rev 01 Page 20 of 61


27.4 The following provisions of the Bidding Document must be adhered to without deviations, failing which the bid shall be considered to be non-responsive and is liable for rejection:

- i) Bid Security (EMD)
- ii) Bid Validity period
- iii) Security Deposit (Contract Performance Bank Guarantee)
- iv) Cancellation of Contract
- v) Suspension of work and supplies
- vi) Price discount / adjustments / Liquidated Damages Clause / Price reduction clause.
- vii) Defect Liability Period (Guarantee Period) and associated clauses thereunder including clauses related to defective parts and materials.
- viii) Termination of Contract.
- ix) Time Schedule for completion
- x) Proforma of all Bank Guarantees.
- xi) Arbitration Clause
- xii) Complete scope of Supplies / Work as per the provisions of the Bidding documents.
- xiii) Non submission of Integrity Pact Agreement as per NALCO's Format.
- xiv) Non submission of Secrecy Agreement (NDA) as per NALCO / NALCO's licensor format (if Secrecy Agreement / NDA) is required to be submitted by the Bidder.
- xv) Non submission of Price Bid in accordance with the price schedule format enclosed with the Bidding Document / Non submission of Price Bid based on the terms specified in the Bidding Document, related to the bid prices.
- xvi) Any other rejection criteria as may be specified elsewhere in the Bidding Document.

27.5 The Bid is liable for rejection on any of the following grounds also:

If the Bidder :

- a. stipulates his own conditions or stipulates unacceptable terms & conditions.
- b. does not furnish with his bid, the CV's of his key personnel meeting the requirements stipulated in the Bidding Document or does not confirm in his bid that he shall deploy the key personnel in accordance with the stipulation of the Bidding Document.
- c. does not fill in and sign the tender form as well as the schedule of rates, annexures, etc.
- d. does not agree, in his bid, to make available sufficient number of manpower and machinery required for satisfactory and timely execution of the work.
- e. does not quote as per the requirement of Bid document.
- f. does not have his PF Code Number from the Regional Provident Fund Commissioner (applicable for Indian Bidders)/ does not have his GSTIN (applicable for Indian Bidders).

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

- g. stipulates the validity period less than what is stated in the Bidding Document.
- h. quotes partly.
- i. Submits the tender which is not as per the Bidding Document format.


28.0 COMPLETE SCOPE OF SUPPLIES / WORK

- 28.1 The complete scope of supplies and work/services has been defined in the Bidding Documents. Only those bidders who take complete responsibility and who bid for the complete scope of supplies and work/services as contained in the Bidding Document shall be considered for further evaluation.
- 28.2 If the CONTRACTOR is required to engage a Sub-Contractor for any part of work, then such Sub-Contractors shall have prior proven experience of similar work and shall require specific approval by OWNER/CONSULTANT before award of work to the Contractor.

If the CONTRACTOR is required to engage a sub-contractor for construction work (including mechanical, civil and structural, insulation, painting, electrical, instrumentation work etc), then such sub-contractors shall have prior proven experience of similar work and shall require specific approval by OWNER / CONSULTANT.

Bidders shall submit their Bids with the details of such proposed Sub- Contractors in line with requirement of SCC.

- 28.3 If a proposed sub-contractor has been approved by the OWNER/CONSULTANT, the CONTRACTOR shall not replace such approved sub-contractor with another sub-contractor without obtaining the OWNER's/CONSULTANT's prior approval for the proposed replacement.
- 28.4 The Bidder shall along with the bid furnish its Project Execution Plan, which shall be evaluated for technical acceptability of the Bids.
- 28.5 The Project Execution Plan shall be submitted as per following basic guidelines:
 - 28.5.1 As a minimum following activities shall be performed by the CONTRACTOR directly and shall not be sub-contracted:
 - Overall Project Management
 - Planning, Scheduling, Monitoring
 - Engineering
 - 3-D Modelling
 - Procurement

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

- HSE
- Quality Assurance
- Construction Management / Construction Supervision
- Pre-commissioning, Start-up and Commissioning

28.5.2 Bidder shall identify the key persons responsible for the above activities of work by identifying the relevant persons and submitting the bio-data of such Personnel:

Project Management

Project Director
Project Manager at Contractor's home office
Project Manager for this work stationed at site
Project Co-ordinators

Planning, Scheduling, Monitoring

Planning & Scheduling Manager
Planning Engineer

Procurement

Procurement Manager
Procurement Engineer
Expeditor

Construction Management


Resident Construction Manager
Lead Construction Engineer for disciplines

- o Civil/Structural
- o Mechanical Equipment
- o Electrical
- o Instrumentation
- o Safety Manager
- o QA/QC Engineer

Project Engineering Management

Engineering Manager
Lead Engineer for all disciplines such as:

- o Process
- o Civil/Structural
- o Pressure Vessels
- o Rotary Equipment
- o Mechanical / Static Equipment
- o Electrical
- o Instrumentation
- o Piping

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

o Commissioning

Bidder shall furnish the bio-data of all key personnel as mentioned above who are working within Bidder's Organization.

28.5.3 Bidder shall submit a commitment from its Chief Executive that the Project Progress Schedule shall be monitored by its Board and all actions required to arrest the failure / delays shall be initiated by them at the appropriate time. Such action plan document shall be sent by the CONTRACTOR's home office to the Executive Director / OWNER.

28.5.4 Bidder shall ensure that the Project Execution Plan submitted by it are adequate for completing the work in all respects. All details as mentioned above shall be submitted along with Bid in the first instance.

28.6 Project Execution Plan shall be evaluated by the OWNER / CONSULTANT and in case the same is not found adequate for this work, such Bid(s) shall be treated Technically Not Acceptable and such Bid(s) shall not be considered for price opening.

29.0 MEETING WITH BIDDERS PRIOR TO OPENING OF PRICE BID

29.1 If required by OWNER, before opening the Priced Bid of the technically & commercially acceptable Bidders, a meeting with the Bidders shall be arranged. Date and Venue of such meeting shall be informed at the appropriate time.

29.2 Waiver of deviations and conditions (if any) as per **PROPOSAL FORM L**, should be submitted by the Bidders before the opening of the Priced Bid failing which the Priced Bid of concerned Bidder shall not be opened.

30.0 OPENING OF PRICE BIDS


30.1 Substantially responsive bidders will be shortlisted by the OWNER / CONSULTANT for opening of price part of their bids. Date, time and venue for opening of price bids will be informed to the shortlisted bidders subsequently.

30.2 The price bids for technically and commercially acceptable Bidders will be opened in the presence of Bidder's representative who choose to attend, on the date and time to be intimated. The bidder's name, bid price and such other details as the OWNER at its discretion may consider appropriate, will be announced at the opening of price bids.

31.0 EVALUATION AND COMPARISON OF PRICES

The prices shall be evaluated considering all of the following:

A IMPORTED SUPPLIES (Foreign Currency)

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page


1	CFR Price including inspection / testing charges and commissioning & mandatory spares	Total of Form 'SP-1' in Foreign Currency
2	Marine Insurance	0.02% of above CFR Price in Foreign Currency
3	Sub-total (CIF)	1+2
4	Customs duty	0% under EPCG Scheme
5	Social Welfare Surcharge	@ 10% on (4)
6	Total including Custom Duty & SWS	3+4+5
7	IGST	As applicable on Sl. No. 6
8	GST Compensation Cess (If applicable)	Merit rate shall be considered on (6)
9	Landed cost	6+7+8
10	Technical loadings, if any	Refer the formula mentioned in Sl. No. 31.1.1 below
11	Commercial loadings, if any	On Total CFR Supply Price in Foreign Currency (i.e. on Sl. No.1 above)
12	Total after loading	9+10+11
13	Less, Input tax credit	(-7)
14	Total Comparable Price	12+13

B FOREIGN SERVICES (Foreign Currency)

1	Site Supervision Services / Training Services quoted by the Bidder in Foreign Currency in Form SP-2	Total of Form 'SP-2' in Foreign Currency
2	IGST	As applicable on Sl. No.1 above
3	GST Compensation Cess (If applicable)	Merit rate shall be considered on (1)
4	Withholding tax which will be paid by NALCO	As Applicable on Sl. No.1 above
5	Commercial loading, if any	On Sl. No. 1 above
6	Total after loading	1+2+3+4+5
7	Less Input Tax Credit	(-2)
8	Total Comparable Price	6+7

C INDIGENOUS SUPPLIES (INR)

1	FOT NALCO Site, including P&F charges, freight charges, Inspection / testing	Total of Form 'SP-1' in INR
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Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

	charges, unloading at site and commissioning & mandatory Spares	
2	IGST / CGST & SGST	As per merit rate on 1
3	GST Compensation Cess (If applicable)	As per merit rate on 1
4	Non- Creditable Portion of GST quoted by the Bidder in Form SP-3	As Quoted by Bidder in SP-3 (Sl. No.1 of SP-3)
5	Total Landed Cost	1+2+3+4
6	Insurance to be borne by NALCO	@ 0.02% on (5)
7	Technical loadings, if any	Refer the formula mentioned in Sl. No. 31.1.1 below
8	Commercial loading, if any	On FOT NALCO Site Price in INR (i.e. on Sl. No. 1 above)
9	Total after loading	5+6+7+8
10	Less, Input Tax Credit	(-2)
11	Total Comparable Price	9+10


D INDIAN SERVICES (INR)

1	Site Supervision Services, Training and All Services quoted by the Bidder in INR in Form SP-2	Total of Form 'SP-2' in INR
2	IGST	As applicable on Sl. No.1 above
3	GST Compensation Cess (If applicable)	Merit rate shall be considered on (1)
4	Non- Creditable Portion of GST quoted by the Bidder in Form SP-3	As Quoted by Bidder in SP-3 (Sl. No.2 of SP-3)
5	Commercial loading, if any	On Sl. No. 1 above
6	Total after loading	1+2+3+4+5
7	Less Input Tax Credit	(-2)
8	Total Comparable Price	6+7

31.1 DELETED

31.2 Price loading on account of payment terms quoted by the Bidder which are at variance with the payment terms stipulated in the Bidding Document will be loaded @ 10% per annum for the relevant period.

31.3 Any other Price loading specified elsewhere in the Bidding Document. Non-creditable GST ,if any, will be loaded during bid evaluation.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

32.0 DISCHARGE OF EFFLUENTS

- 32.1 Besides meeting the guaranteed consumption figures, the CONTRACTOR should also ensure that discharge of all effluents is satisfying 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 on this behalf by the Engineer-in-Charge after consulting the OWNER, so as to ensure that effluent discharge is satisfying the various statutory requirements.

33.0 REBATE / PRICE INCREASE


- 33.1 Any Suo moto reduction in prices offered by any Bidder within the validity period of the Bid, by way of discount or revised price, subsequent to the submission of Bid, and which is not as a result of any change in scope of supply or terms and conditions, shall not be taken into account for comparison. In case any Bidder deliberately reduces the price suo moto, the Owner reserves the right to reject the Bidder's Bid or restrict the Bidder from participating in further bidding.
- 33.2 Suo-moto increase in price(s) by any Bidder after the Bid submission due date is not acceptable and shall lead to rejection of the Bidder's Bid.
- 33.3 Any increase/decrease in price due to validity extension will be considered for evaluation provided such increase/decrease is intimated before price bid opening.

34.0 CONTACTING OWNER / CONSULTANT

- 34.1 A bidder shall not contact the OWNER/CONSULTANT on any matter relating to his bid from the time of bid opening to the time, that the Contract is awarded, unless requested to do in writing. Any effort by a bidder to influence the OWNER/CONSULTANT in the OWNER's decisions in respect of bid evaluation or contract award will result in the rejection of that bidder's bid.
- 34.2 However, a Bidder may seek clarifications regarding Bidding Document Provisions, Bidding Process and/or rejection of his bid. OWNER/Consultant may respond to such requests within reasonable time.

35.0 OWNER'S RIGHT TO ACCEPT / REJECT BIDS

- 35.1 The OWNER/CONSULTANT 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(s) or any obligation to inform the affected bidder(s) of the ground of OWNER's/CONSULTANT's action.
- 35.2 The OWNER reserves the right to conduct price negotiations with the Lowest Bidder.
- 35.3 The OWNER shall not be obliged to award the Contract to the lowest evaluated bidder if the OWNER apprehends that it will not be in the interest of the OWNER or the

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

work to award the Contract at the lowest evaluated price or to the lowest evaluated bidder.

- 35.4 After opening of price bid if the Bidder increases the price, though within the validity period, and even though bid remains the lowest, the same will be rejected.

36.0 NOTIFICATION OF AWARD

- 36.1 The OWNER will notify the successful bidder in writing by letter and/or by Fax of Acceptance or by Brief Order of Acceptance (BOA) or in any other manner as per Owner's procedure that his bid has been accepted. The Acceptance of Bid will constitute the formation of Contract.

37.0 CONTRACT AGREEMENT


- 37.1 Contract documents for agreement shall be prepared after the notification of Acceptance of Bid. Until the formal Contract is signed, the Bidding Documents and Addendum(s) and any modifications thereto and/or therefrom agreed upon by the OWNER read with the bidder's final bid shall be considered as Contract.
- 37.2 The Contract document thus shall consist of the following:
- Original Bidding Documents issued with its enclosures including General Conditions of Contract, Special Conditions of Contract, drawings etc.
 - Amendment(s)/Addendum, if any issued, to Bidding Documents.
 - The notification of Acceptance of bid.
 - The Detailed Letter of Acceptance and accepted price-schedule.
 - Secrecy Agreement.
 - Integrity Pact Agreement
 - Formal Contract
 - Letter of waiver
- 37.3 Any deviations or stipulations made and accepted by the OWNER after acceptance of the bid shall be treated as amendment(s) to the Contract and shall be governed by the conditions relating to amendment of Contract.

38.0 SIGNING OF CONTRACT

- 38.1 The CONTRACTOR shall execute a formal Contract (on non-judicial stamp paper of Odisha State (India) and of Rs. 50/- with the OWNER in the Owner's Form of Contract within the time limit specified by the OWNER after issue of Detailed Letter of Acceptance by OWNER. The cost of non-judicial stamp paper shall be borne by the CONTRACTOR.

39.0 CONTRACT PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

The Contractor shall furnish a Contract Performance Bank Guarantee (CPBG), for 10% of the total order value plus GST as per the provisions of the Special Conditions (Part B) of LSTK Contract.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

40.0 **COST OF BIDDING DOCUMENTS**

Not applicable

41.0 **CONFIDENTIALITY OF DOCUMENTS**

- 41.1 Bidders shall treat the Bidding Documents and contents therein as strictly confidential. The Bidder on whom M/s. NALCO decides to place the Order for the above Package Unit shall submit the Secrecy Agreement / Non-Disclosure Agreement as per NALCO's / Licensor's Format before placement of Order by M/s. NALCO.

If at any time the Bidder decides to decline to Bid, all the documents must be immediately returned to CONSULTANT.

42.0 **INFORMATION TO BE FURNISHED BY FOREIGN CONTRACTORS**

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


- PAN Number as per the Indian Income Tax requirements failing which the CONTRACTOR 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 CONTRACTOR.
- Tax Residency Certificate (TRC) containing prescribed particulars as per the enclosed **Annexure-1 to ITB** from the Government of foreign country 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 prevailing applicable rate of withholding tax will be deducted from the payment made to CONTRACTOR (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.
- In addition to TRC, Bidder shall also submit such additional information as required under the various provisions of Indian Income Tax Rules Form number 10F (enclosed as **Annexure-2 to ITB**). Form 10F has to be signed & verified by the assessee himself.

The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier. Failing submission of the above information, any additional tax liability on OWNER, will be deducted from the payment due to the bidder.

43.0 **THIRD PARTY INSPECTION AGENCIES AND ALL INSPECTION AND TESTING CHARGES**

The CONTRACTOR shall arrange Third Party Inspection through any of the following approved agencies of the OWNER for all imported equipment / materials and also for all equipment / materials sourced & supplied within India.

The quoted prices shall be inclusive of third party inspection charges of NALCO Approved TPI Agency, and the charges for all inspection and all testing requirements

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

specified in the Bidding document. The list of Third Party Inspection Agencies approved by NALCO are mentioned in Clause No. 15 of SCC – Part A.

Contractor may select any of the above mentioned NALCO approved 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 TPI charges shall be paid by Contractor directly to the TPI Agency. 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, his offer is liable to be rejected.

44.0 Independent External Monitors (IEMs)


1. In respect of this Tender, the Independent External Monitors (IEMs) would be monitoring the Bidding Process and execution of Project Agreement to oversee implementation and effectiveness of the Integrity Pact Program.

The following Independent External Monitor(s) (IEMs) have been appointed by NALCO, in terms of Integrity Pact (IP) which forms part of the NALCO Tenders / Contracts:

Shri Suresh Chandra Panda, IAS (Retd.)
Duplex 136, Swarnim Vihar,
Sector – 82,
Noida, Uttar Pradesh.
PIN – 201306.

Cell No. : 9968193767 / 9910666101.
e-mail : sureshpanda@yahoo.com

1. IEM is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NALCO or directly with the IEMs at above Address.
2. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO including that provided by the Bidder. The Bidder will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members/Sub Contractors with confidentiality.
3. **Tender Inviting Authority** is the Nodal Officer for necessary coordination in this regard.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

4. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall encash the Contract Performance Bank Guarantee/Performance Guarantees, in accordance with **Section 6 of Integrity Pact.**
5. The Earnest Money shall be valid **for eight months from the due date of submission of bid.** In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the OWNER, including warranty period.
6. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

45.0 Anti-Profiteering Provisions:

Anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Indigenous bidders (Indian Bidders) to take note of the same and pass on such benefits to NALCO while quoting their price as well as during execution of the Contract.

46.0 Make in India

1. Definitions:

'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.


'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

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


'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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

2. **Requirement of Purchase Preference** : Purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page


- a. In procurement of goods in respect of which there is sufficient local capacity and local competition and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs 50 lakhs, the provisions of subparagraph b or c, as the case may be, shall apply.
- b. In the procurements of goods which are not covered by paragraph 2a and which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. In procurements of goods not covered by sub-paragraph 2a and which are not divisible and in procurement of services where the bid is evaluated on price alone the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the 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 local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
3. **Minimum local content:** The minimum local content shall ordinarily be 50%.
4. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
5. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self- certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd. Rev 01 Page 32 of 61

- b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of Govt of India guidelines on purchase Preference shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- e. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member— Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry/ Department or in some other manner;
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment. the debarment takes effect prospectively from the date of uploading on the website(s) in such a manner that ongoing procurements are not disrupted.

6. Specifications in Tenders and other procurement solicitations:

- a. The eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. The eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. A supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more that 50% of the value of the item being supplied has been

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.
		Rev	01	Page
				33
			of	61

added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

7. Manufacture under license/ technology collaboration agreements with phased indigenization:


While notifying the minimum local content, special provisions may be made for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

8. Powers to grant exemption and to reduce minimum local content:

Boards of Directors of NALCO reserves the right to followings:

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

XXXXXXXXXX

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

PROFORMA FOR FOREIGNER'S VISIT - TEMPORARY GATE PASS


(ROUND THE CLOCK INCLUDING SUNDAYS & HOLIDAYS)

1. FULL NAME (EXPANDING THE INITIAL) :
2. NATIONALITY :
3. DATE OF BIRTH :
4. PARENTAGE :
5. PRESENT ADDRESS :
6. PERMANENT ADDRESS :
7. PARTICULAR OF PRESENT : EMPLOYMENT
8. PASSPORT NUMBER / DATE OF ISSUE : VALIDITY / PLACE OF ISSUE
9. VISA DETAILS & VALIDITY :
10. WHETHER PREVIOUSLY IN INDIA, IF SO : DATE & PLACE OF PREVIOUS VISIT
11. DESIRED PLACE/SECTION/POINTS/
UNDERTAKING : INSTALLATION OF VISIT IN THE
12. DATE OF ARRIVAL IN INDIA :
13. PERIOD OF STAY IN INDIA :
14. PURPOSE OF VISIT :
15. DATE OF VISIT :
16. CONTACT ADDRESS IN INDIA :
17. CONTACT ADDRESS IN APPLICABLE COUNTRY :
18. LAPTOP AND ACCESSORIES DETAILS :

Recommendation of sponsoring Department Head

Recommendation of issuing Departmental


ED (M & R) - for approval

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

Annexure -1

Tax Residency Certificate (TRC) obtained by the Non-resident from Government of foreign country shall contain the following particulars :

- i) Name of the assessee:
- ii) Status (Individual, company, firm etc.) of the assessee:
- iii) Nationality (In case of individual)
- iv) Country or specified territory of incorporation or registration (in case of others):
- v) Assessee's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number of the basis of which the person is identified by the Government of the country or the specified territory:
- vi) Residential status for the purposes of tax:
- vii) Period for which the certificate is applicable; and
- viii) Address of the applicant for the period for which the certificate is applicable:

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

Annexure-2

"FORM NO. 10F"

[See sub-rule (1) of rule 21AB]

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

I. *son/daughter of Shri. in the capacity of
 (designation) do provide the following information, relevant to
 the previous year. *in my case/in the case of.
 .. for the purposes of sub-section (5) of * section 90/section 90A:

SI.No.	Nature of information	:	Details#
(i)	Status (individual; company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(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 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:

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

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 the day of.


.

Signature of the person providing the information

Place:

Notes :

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.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

ANNEXURE-3

INTEGRITY PACT AND COVERING LETTER

A. Integrity Pact:

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format attached at **Annexure-IV-BB- of SCC**, and submit the same duly signed on all pages by the Bidder's Authorized Signatory in a separate sealed envelope along with EMD and other document at the address specified in the ITB. Bidder and its Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members shall individually sign Integrity Pact (IP) and shall be submitted in a separate sealed envelope before stipulated Project Proposal submission time at the address specified in Data Sheet. Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP)' shall lead to outright rejection of Project Proposal as being non-responsive and shall not be opened.

In case of selected bidder being a Consortium, in addition to above, after incorporation of Joint Venture Company, Integrity Pact shall be signed by the Joint Venture Company along with Project Agreement.

B. Independent External Monitors (IEMs)


1. In respect of this Tender, the Independent External Monitors (IEMs) would be monitoring the Bidding Process and execution of Project Agreement to oversee implementation and effectiveness of the Integrity Pact Program.

The following Independent External Monitor(s) (IEMs) have been appointed by NALCO, in terms of Integrity Pact (IP) which forms part of the NALCO Tenders/Contracts:


Shri Suresh Chandra Panda, IAS (Retd.)
Duplex 136, Swarnim Vihar,
Sector – 82,
Noida, Uttar Pradesh.
PIN – 201306.

Cell No. : 9968193767 / 9910666101.
e-mail : sureshpanda@yahoo.com

2. IEM is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NALCO or directly with the IEMs at above Address:
3. The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO including that provided by the Bidder. The Bidder will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Subsidiary (ies) and/or Holding Company and/or Subsidiary (ies) of its Holding Company / Consortium members/Sub Contractors with confidentiality.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.
		Rev	01	Page 39 of 61

4. **Tender Inviting Authority is** the Nodal Officer for necessary coordination in this regard:
5. If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall encash the Contract Performance Bank Guarantee/Performance Guarantees, in accordance with **Section 6 of Integrity Pact.**'
6. The Earnest Money shall be valid **for eight months beyond validity period of offer.** In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the OWNER, including warranty period
7. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the OWNER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd. Rev 01 Page 40 of 61

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2018, 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, India (referred to as NALCO) acting through Shri _____ (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Equipment / Item) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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


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

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

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or Organization 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.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd. Rev 01 Page 41 of 61

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.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.
		Rev	01	Page
				42
			of	61

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.

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. **Earnest Money / Security Deposit :**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **Rs.1,29,09,000/-** (as specified in NIT) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments:

- (i) A confirmed Guarantee by any Bank in NALCO's approved list of Bankers promising payment of the guaranteed sum to the BUYER on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (ii) Any other mode or through any other instrument (to be specified in the NIT).

5.2 The Earnest Money shall be valid for eight months beyond validity period of offer. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sections for Violation shall be applicable for 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.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. **Sanctions for Violations:**

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

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

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

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

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


(v) To encash 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.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

(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.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(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.

6.3 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.

7. **Fall Clause:**

7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent External Monitors (IEMs):**

8.1. The BUYER has appointed Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the IEMs to be given by Buyer).


8.2 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.

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

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

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

8.6 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.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
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				Rev	01	Page

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

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

9. **Facilitation of Investigation:**

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

10. **Law and Place of Jurisdiction:**

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

11. **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.

12. **Validity:**

12.1 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.

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

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

For & on behalf of

For & on behalf of

BUYER

BIDDER


Name of the Officer:

Designation:

Company:

Official Seal

NALCO

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.
		Rev	01	Page
				46
		of		61

Witness

1. _____

2. _____

Witness

1. _____

2. _____

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed on non-judicial stamped paper of appropriate value)

B. G. No. _____

Date: _____

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

power of the Company under the tender.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly Authorised person
On behalf of the Bank With seal & signature

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.

E-mail :

IFSC code

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

BANK GUARANTEE FOR SECURITY DEPOSIT

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

B. G. No. _____

Date: _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its UNIT/Office at _____ (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to exempt M/s.(Hereinafter called "the said Contractor(s)/ Seller(s)"), which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No. dt.for (work/assignment description) of cash security deposit for the due fulfillment by the said contractor(s)/seller(s) of the terms and conditions contained in the said Contract(s)/Order(s), on production of Bank Guarantee for Rs.(Rupees.....only).
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained

in the said contract(s)/orders(s) or by reasons of the said Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s) including defect liability obligations or that the amount covered under this guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly Authorised officer of the company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature

code

Detail of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

IFSC code

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

**PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/
CONTRACTOR.**

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

B. G. No.....

Date.....

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

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

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. (Rupees.....only).

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding

pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Sellers(s).

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly Authorised person
On behalf of the Bank With seal & signature

code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

IFSC code

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

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 Unit/Office at _____ (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs.....(Rupees.....only) to M/s. (hereinafter called "the said Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand, terms and conditions of Contract/Order No..... dated. for (work/assignment description) on production of a bank guarantee equivalent to 110% of the advance payment indicated above.
2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the Company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment/adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s)/orders(s) or by reasons of the Contractor(s)/Seller(s) failure to perform the said Contract(s)/Order(s). Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any claim dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the Company proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/order(s) are fulfilled.
5. WeBank 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 saidContract(s)/Order(s) have been fully and properly carried out by the said Contractor(s)/Seller(s) and accordingly discharges this guarantee.

6. That the Company/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 Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Contractor(s)/Seller(s).

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly Authorised person
On behalf of the Bank With seal & signature

code

Details of Persons issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

IFSC code

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

BANK GUARANTEE AGAINST FREE ISSUE OF MATERIALS

GUARANTEE NO.....

DATE :.....

WHEREAS National Aluminium Company Limited (hereinafter referred to as "the Company") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751 061, Odisha, and their Branch Unit/office at _____ (UNIT/OFFICE ADDRESS), has entered into a Contract with M/s _____ (hereinafter referred to as the Contractor which expression shall unless repugnant to the context include their legal representatives, successors and assigns for the work of _____ on the terms and conditions as set out, inter-alias, in the Company's Contract No. _____ dated: _____ and various documents forming part thereof hereinafter collectively referred to as the "said contract" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS one of the conditions of the said contract is that the Company has agreed to supply to the contractor raw-materials (hereinafter referred to as the "said materials") for the purpose of execution by the contractor of the said contract and pending execution by the contractor of the said contract incorporating the said materials, the said materials shall be under the custody and charge of the contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the Contractor.

AND WHEREAS the Company has asked the contractor for adequate security for the said materials to be supplied to the contractor under the contract.

AND WHEREAS at the request of the contractor the Company has agreed to accept a bank guarantee from _____ with Registered Office at _____ (hereinafter referred to as "the surety").

NOW THIS GUARANTEE WITNESSETH that in consideration of the Company having at the request of contractor agreed to accept a Bank Guarantee of the Surety amounting to Rs. _____ (Rupees _____ only) in respect of the said materials against any and all loss, damage, destruction (inclusive of but not limited to any and all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, explosion, storage, chemical or physical action or reaction, bending, wrapping exposure, rusting, faulty workmanship, faulty methods or technique of fabrication, or other act of omission or commission whatsoever within the control of the contractor, misuse or misappropriation by the contractor and the contractor's servant and/or agents whatsoever to or of in the said materials or any part of items thereof from the date the said materials was supplied to the contractor upto and until the date of return to the Company of the said materials or relative part of item thereof or completed fabricated work(s) incorporating the said materials, the surety shall indemnify and pay, without protest or demur and without recourse to the contractor, the Company upto

and not exceeding altogether a sum of Rs. _____ (Rupees _____ only) on demand by the Company. The decision of the Company as to any loss, damage, destruction, misuse and misappropriation under the terms and conditions of this guarantee shall be final and binding on the Surety.

THIS GUARANTEE is irrevocable and will remain in force and effect upto and until the said materials have been returned to the Company as per terms of the said contract and intimation thereof being given by the Company to the surety on the aggregate amount payable hereunder has been paid by the surety to the Company, whichever is earlier.

Notwithstanding anything stated above, the liability of the surety under the guarantee is restricted to Rs. _____ (Rupees _____ only) and this guarantee will remain in force upto _____ in the first instance. However, if the contractor's obligations under this guarantee is not completed or fully performed within this period, the surety hereby agrees to further extend the guarantee till such time as is required to fulfill such obligations.

We have the power to issue this guarantee in your favour under memorandum and Articles of Association and the undersigned has full power to do so under the power of Attorney dated _____ granted to him by the Bank.

Unless a claim made on us within three months from the date of expiry, i.e., _____, all our rights under the said guarantee shall be forfeited and we shall be relieved, and discharged from all liabilities there under.

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly Authorised person
On behalf of the Bank With seal & signature
code

Details of Persons Issuing the BG:

Name-----


Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

IFSC code

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

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			 NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd. Rev 01 Page 47 of 61

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. which is submitting the accompanying Bid / Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Managing Partner are currently placed on black list or holiday list declared by NALCO or its Administrative Ministry, except as indicated below :

(Give particulars of black listing or holiday listing and in absence thereof state "NIL").

I, hereby do further declare that the following notice(s) have hitherto been issued against proposed action for holiday / black listing and/or the following action for holiday listing / black listing has hitherto been taken, as the case may be, by NALCO or its Administrative Ministry in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the managing partner.

**No. and Date of Show-cause Notice
Notice of Holiday / Black Listing**

**Period of Holiday
Listing/Black Listing**

Present Status


(State 'NONE' if there is no such notice or action).

In the case of a Partnership Firm

We, hereby declare that neither we, M/s. submitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a Managing Partner, are currently placed on Black List or Holiday List declared by NALCO or its Administrative Ministry, except as indicated below:

(Give particulars of black listing or holiday listing and in absence thereof state "NIL").

We _____ hereby further declare that the following notice(s) have hitherto been issued against proposed action for holiday / black listing and or the following action for holiday listing / black listing has hitherto been taken as the case may be, by NALCO or its Administrative Ministry against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as Managing Partner of any firm.

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

**No. and Date of Show-cause Notice
Notice of Holiday / Black Listing**

**Period of Holiday
Listing/Black Listing**

Present Status

(State 'NONE' if there is no such notice or action).
In the case of Company

We hereby declare that we are not currently placed on any holiday list or black list declared by NALCO or its Administrative Ministry, except as indicated below :

(Give particulars of black listing or holiday listing and in absence thereof state "NIL").

We, _____ hereby do further declare that the following notice(s) have hitherto been issued against proposed action for holiday / black listing and / or the following action for holiday listing / black listing has hitherto been taken, as the case may be, by NALCO or its Administrative Ministry against the Company.

**No. and Date of Show-cause Notice
Notice of Holiday / Black Listing**

**Period of Holiday
Listing/Black Listing**

Present Status

(State 'NONE' if there is no such notice or action).


It is understood that if this declaration is found to be false in any particular, NALCO or its Administrative Ministry, shall have the right to reject my / our bid, and, if the bid has resulted in a contract, the contract is liable to be terminated.

Place :

Signature of the Bidder.....

Date :


Name of the Signatory

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page


CONTENTS OF BID AND CHECK LIST

Bidder is requested to fill this check list and ensure that all details/documents have been furnished under relevant sections as called for in the Bidding Document along with duly filled in, signed & stamped.


(A) UNDER SECTION-I		
(A.1)	All Documents evidencing fulfillment of the stipulated Bidders Qualification Criteria (BQC) and all other documents mentioned in the NIT regarding the BQC. Submitted	
(A.1)	Letter of submission Submitted	
(A.2)	Form of Bid as per Proposal FORM-A including Annexure of Information about the Bidder (Along with the Declaration mentioned in Sl. No. 7 in Annexure to Form – A). Submitted	
(A.3)	Bank Guarantee as Bid Security (EMD) as per NALCO's format attached Submitted	
(A.4)	Table of Contents (also referred as Master Index) of the Bidding Document duly signed and stamped on each page, in token of having received the complete set of the Bidding Document and its acceptance. Submitted	
(A.5)	Power of Attorney in favour of the person(s) who has signed the bid. Submitted	
(A.6)	Declaration as per Proposal FORM-B duly signed & stamped by the bidder in token of having received and read all volumes of the commercial & technical documents and having accepted and considered the same in preparing and submitting the bid. Submitted	
(A.7)	Memorandum of Understanding (MOU)	
(B) UNDER SECTION-II		
(B.1)	Deployment Schedule of construction equipment, tools & tackles proposed for execution of works as per Proposal FORM-C. Submitted	

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.
				Rev 01 Page 50 of 61

(B.2)	Detailed execution philosophy of work as per Proposal FORM–D. Submitted	
(B.3)	Details of proposed organisation along with CV's of key personnel for Home and site Office as per Proposal FORM-E Submitted	
(B.4)	Deployment Schedule of Supervisory personnel & Construction Workers as per FORM-F. Submitted	
(B.5)	Project Schedule in the form of Bar Chart. Submitted	
(C) UNDER SECTION-III		
(C.1)	Declaration about Bidder's Income Tax Liability in India as per Proposal FORM-G Submitted	
(C.2)	Solvency Certificate from Bidder's bankers. Date of issue of this certificate should not be earlier than 6 months from due date of opening of Techno-commercial part Submitted	
(C.3)	Financial details as per Proposal FORM-H Submitted	
(C.4)	Partnership Deed in case of partnership firm, Consortium Agreement in case of Consortium and Memorandum & Articles of Association in case of constituent companies Submitted	
(C.5)	Information about any Current Litigation/ Arbitration, if any, in which bidder is involved as per Proposal FORM-I Submitted	
(D) UNDER SECTION-IV		
(D.1)	Reply to Commercial Questionnaire. Submitted	

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.
				Rev 01 Page 51 of 61

(D.2)	Blank copy of Schedule of Lumpsum Prices (duly marked as quoted in all items) stamped & signed on each page. Submitted	
(D.3)	Integrity Pact (As per NALCO's Format) – Refer enclosed Annexure-3. Submitted	
(E) UNDER SECTION-V		
(E.1)	Technical Details / documents as specified in Document Matrix (6695-PIP-555-AB-0001 (Vol. 2, Sec. 1). Submitted	
(E.2)	Reply to Technical Questionnaire. Submitted	
(E.3)	Details of concurrent commitments as per FORM-N enclosed Submitted	
(F) UNDER SECTION-VI		
(F.1)	Schedule of Deviations (if any) to the commercial and Technical bid documents as per Proposal FORM-J. Submitted	
(G) UNDER SECTION-VII		
(G.1)	Any other information required in the Bidding Documents or considered relevant by the bidder, including declaration in FORM-K with regard to non-involvement of Agent. Submitted	
(G.2)	Proforma of Declaration of Black Listing / Holiday Listing duly signed & stamped by the Bidder. Submitted	
(G.3)	Social Accountability 8000 Compliance Format in Proposal FORM O	
(G.4)	Details of Safety Statistic of past 3 years in Proposal FORM P	
(H) UNDER SECTION-VIII		
(H.1)	Declaration in Form L- Letter of Waiver of Conditions / Deviations duly signed and stamped on each page. Submitted	
(I) UNDER SECTION-IX		

Plant 1.0 MTPA ALUMINA REFINERY STREAM-5 DAMANJODI, ODISHA	Client NALCO	Contract Code NAL	Document ID 6695-PPM-0005	Contract No. 66-6695		
thyssenkrupp Industrial Solutions (India)	INSTRUCTIONS TO BIDDERS (ITB) Alumina Storage & wagon loading at Refinery (Damanjodi) and Alumina storage & handling at Port (Vizag)			नालको  NALCO नेशनल एल्युमिनियम कंपनी लिमिटेड National Aluminium Company Ltd.		
				Rev	01	Page

(I.1)	Quality Assurance: A brief description of the Bidder's QA system and a statement detailed how QA will be implemented for the Project. Submitted	
(J) UNDER SECTION-X		
(J.1)	Check- List. Submitted	

(STAMP & SIGNATURE OF BIDDER)