



NATIONAL ALUMINIUM COMPANY LIMITED  
(A Govt. of India Enterprise)  
Nalco Bhawan, Bhubaneswar - 751 061, India  
**GLOBAL TENDER NOTICE**

**No. - NBC/MM/PR 1000020356/2014/PT/33**

**Date: 22.04.2014**

Sealed Tenders in two parts are invited from bonafide indigenous as well as overseas manufacturers/suppliers or their accredited Agents for **900 MT Pig Iron** for our Smelter Plant at Angul, Odisha, India. For further details and downloading Tender Documents please log on to [www.nalcoindia.com](http://www.nalcoindia.com) / [www.eprocure.gov.in](http://www.eprocure.gov.in). For updates on this tender, bidders are requested to visit these websites regularly.

GENERAL MANAGER (MATERIALS)

## GLOBAL TENDER NOTICE FOR PROCUREMENT OF 900 MT PIG IRON FOR SMELTER PLANT OF NATIONAL ALUMINIUM COMPANY LTD., INDIA

### INSTRUCTIONS TO BIDDERS

1. Bids are to be submitted in complete accordance with Tender Documents/ attachments for supply of **900 (Nine Hundred) MT Pig Iron** for Smelter Plant at Angul, Odisha. The detailed Technical Specifications shall be as per **Annexure - I** enclosed with this Tender Document.
2. The following documents are enclosed:
  - (i) Technical Specifications - Annexure - I
  - (ii) Special Instructions to Bidders - Annexure - II
  - (iii) Price Schedule Format for Indian Vendor - Annexure - III
  - (iv) Price Schedule Format for Foreign Vendor - Annexure - IV
  - (v) Agreed Terms & Conditions (Indigenous) - Annexure - V
  - (vi) Agreed Terms & Conditions (Import) - Annexure - VI
  - (vii) Standard Terms & Conditions of Purchase Order (Indigenous) - Annexure - VII
  - (viii) Standard Terms & Conditions of Purchase Order (Import) - Annexure - VIII
  - (ix) Proforma for Contract - cum - Performance Bank Guarantee - Annexure - IX
  - (x) Proforma for Earnest Money Deposit - Annexure - X
  - (xi) List of NALCO approved Bank - Annexure - XI
3. Bids are to be submitted in two parts, in sealed envelopes as follows:

**Part - I BID:** Two (2) sets of UN - PRICED BIDS containing Technical details, Drawings, Data Sheets, Catalogues / Literatures, Proof of credentials, Past experience, Financial standing, Commercial details, Tender Fees and Earnest Money Deposit as well as Price Schedule, but with out Price figures. The envelope should be super scribed "**PART - I BID FOR PIG IRON - 900 MT, GLOBAL TENDER NOTICE NO. - NBC/MM/PR 1000020356/2014/PT/33, DUE ON 20.05.2014**".

**Part - II BID:** Two (2) sets of PRICE BIDS as per format enclosed herewith. The envelope should be super scribed "**PART - II BID FOR PIG IRON - 900 MT, GLOBAL TENDER NOTICE NO. - NBC/MM/PR 1000020356/2014/PT33, DUE ON 20.05.2014**".

The Price Schedule in Part - I and Part - II Bids shall be identical in all respect, except that Price Schedule in Part - I Bid should not contain the price figures and in the Price schedule "Quoted" should be indicated, against items for which prices are quoted in the Price bid. For the items, not quoted or mentioned as "Included" in the Price bid, "Not Quoted/ Included" is to be mentioned against the respective items in the Un - priced Bid. The two envelopes containing Part - I & II of bids separately should be enclosed in a large envelope duly sealed and super scribed "**PART - I AND PART - II BIDS FOR PIG IRON - 900 MT, GLOBAL TENDER NOTICE NO. - NBC/MM/PR 1000020356/2014/PT/33, DUE ON 20.05.2014**".
4. The Part - I Bid must be accompanied by Earnest Money Deposit for **INR 3,50,000/-** or equivalent **USD** or **EURO** by way of Bank Guarantee (as per proforma enclosed) to be furnished from any of NALCO approved Banks as per the list enclosed. The tenderer may

also deposit the EMD by way of DD drawn in favor of "National Aluminium Co. Ltd" payable at Bhubaneswar.

The issuing Bank should be advised to send a direct confirmation to the concerned official of NALCO regarding issue of Bank Guarantee to NALCO.

The Bank Guarantee for Earnest Money Deposit shall remain un-discharged for such a period as may be specified for keeping the tender open. If the tenderer, after submitting tender, revokes the offer or modifies the terms & conditions thereof, in a manner not acceptable to the Purchaser, the Bank Guarantee for Earnest Money shall be liable to be forfeited / enforced.

Tenders not accompanied by EMD will not be considered. However, Indian Public Sector Undertakings/ Enterprises and Small Scale Units registered with NSIC for similar item are exempted from furnishing EMD. After finalization of the tender, the EMD BG of unsuccessful tenderers will be returned. The EMD of successful tenderer shall be returned after submission of Contract - cum - Performance Bank Guarantee .

5. Tender Documents can be purchased between **23.04.2014 to 19.05.2014** (except on holidays) from any of our Offices at Bhubaneswar, New Delhi, Kolkata, Mumbai, Chennai, Bangalore & Vizatg within 9:30 AM to 1:00 PM by paying Tender fee of **Rs. 1,000/-** or equivalent **USD** or **EURO** by way of Demand Draft/ Pay Order. The addresses of our offices are as follows:

**BHUBANESWAR**

NALCO BHAVAN,  
P/1, NAYAPALLI,  
BHUBANESWAR - 751 061,  
ODISHA  
PH: 91 - 674 - 2301 988 - 99  
FAX: 91 - 674 - 2300 521/ 580/ 2301 290  
EMAIL: [rnmohapatra@nalcoindia.co.in](mailto:rnmohapatra@nalcoindia.co.in)

**NEW DELHI**

CORE - 4 (5TH FLOOR), SOUTH TOWER,  
DISTRICT CENTRE, SCOPE MINAR,  
LAXMI NAGAR,  
NEW DELHI - 110 092  
PH: 011 - 2201 0793/ 0794/ 0801  
FAX: 011 - 2201 0800/ 0790/ 0792  
EMAIL: [asahluwalia@nalcoindia.co.in](mailto:asahluwalia@nalcoindia.co.in)

**KOLKATA**

1<sup>ST</sup> FLOOR, J.K. MILLENIUM CENTRE,  
46 - D,  
CHOWRINGHEE ROAD,  
KOLKATA - 700 071  
PH: 91 - 33 - 2287 0115/ 7363/ 6622 4510  
FAX: 91 - 33 - 2281 0393/ 2287 9836/ 6622 4535  
EMAIL: [rmeast@nalcoindia.co.in](mailto:rmeast@nalcoindia.co.in)

**MUMBAI**

215, T.V.INDUSTRIAL ESTATE,  
S.K.AHIRE MARG, WORLI,  
MUMBAI - 400 030  
PH: 91 - 22 - 2493 9288/ 9289/ 2496 1711  
FAX : 91 - 22 - 2495 0500  
EMAIL: [bbsinghbabu@nalcoindia.co.in](mailto:bbsinghbabu@nalcoindia.co.in)

**CHENNAI**

3E, CENTURY PLAZA,  
560, ANNA SALAI,

**BENGALURU**

RESHMA COMPLEX,  
3RD FLOOR (FARAH TOWERS), 50 M.G.  
ROAD,

TEYNAMPET, CHENNAI - 600 018  
PH: 91 - 44 - 2434 4162/ 9157/ 2433 5483/  
5493  
FAX: 91 - 44 - 2434 3495  
EMAIL: [rmsouth@nalcoindia.co.in](mailto:rmsouth@nalcoindia.co.in)

BENGALURU - 560 001  
PH: 91 - 80 - 25587 298/ 086/ 2555 0390  
FAX: 91 - 80 - 2558 6151  
EMAIL: [nalblr@nalcoindia.co.in](mailto:nalblr@nalcoindia.co.in)

**VIZAG**

PORT FACILITIES,  
PORT AREA,  
VISAKHAPATNAM - 530035  
PH: 91 - 891 – 2561433/ 35  
FAX: 91 - 891 – 2561598/2651180  
EMAIL: [gmpport@nalcoindia.co.in](mailto:gmpport@nalcoindia.co.in) ,  
[rksahu@nalcoindia.co.in](mailto:rksahu@nalcoindia.co.in)

In case the Tender Document is downloaded from website, Tender fee is to be remitted by way of Demand Draft favoring "National Aluminium Company Ltd.", payable at Bhubaneswar, Odisha, India. The Demand Draft is to be enclosed with the Part - I - Un - priced Bid. Indian Public Sector Undertakings/ Enterprises and Small Scale Units registered with NSIC for similar item are exempted from depositing Tender Fees.

6. All direct and indirect costs associated with preparation and submission of bid (including clarification meetings and site visit, if any) shall be to bidder's account and NALCO will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
7. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. The Bidding Document together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidder, unless deviations are specifically stated in seriatim (giving reference s. no. of Bidding Document) by the Bidder. Failure to furnish all information required by the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect will be at Bidder's risk and may result in the rejection of his bid.
8. The Bidder shall prepare required number of copies of the bid, clearly marking each 'Original Bid' and 'Copy of Bid' as appropriate. In the event of any discrepancy between them, the 'Original Bid' shall govern.
9. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The name and position held by each person signing must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
10. The complete bid shall be without alterations, interlineations or erasures, except as may be necessary to correct errors made by the Bidder, in which case such corrections shall be rewritten & initialed by the person or persons signing the bid.

11. The Part - I & Part - II Bids complete in all respect and duly superscribed are to be submitted in the office of Mr. R.N.Mohapatra, GM (Materials), National Aluminium Co. Ltd., P/1, Nayapalii, Bhubaneswar - 751061 by **13:00 HRS (IST) of 20.05.2014**. NALCO shall not be responsible for any postal delay. Late and Delayed Tenders will not be entertained.
12. **The Part - I - Un-priced Bid shall be opened at 15:30 HRS (IST) on the same day**, in the presence of Bidder's representatives, if any present, duly authorized by a competent person and having the Letter of Authority. The Bidder's representatives, who are present, shall sign a paper evidencing their attendance. Bidders whose bids are not opened for any reason, will not be allowed to be present during bid opening. The Bidder(s) names and the presence or absence of the requisite Earnest Money Deposit and such other details as NALCO, at its discretion may consider appropriate will be announced and recorded at the time of opening of un-priced bids.  
  
NALCO reserves the right to extend Bid Opening Date. In case of extension of Bid Opening Date, the same shall be hosted in NALCO Website and Govt. Websites. Special intimation shall be given to vendors who have submitted their offer within the due date.
13. The date and time of the price bid opening shall be intimated later. During Price Bid opening, the prices quoted by bidders shall only be read out.
14. Technical specifications should be strictly as per **Annexure - I - Technical Specification** enclosed. In case of any deviation, please furnish the same clause-wise, under the head "Technical Deviations". Any deviation mentioned elsewhere in the offer will not be considered
15. The Questionnaire under the caption "Agreed Terms & Conditions (Import)/ (Indigenous)" is to be duly filled in and submitted along with the offer.
16. Manufacturers Test and Warranty Certificate for material composition/ technical parameters is to be furnished along with dispatch/ shipping documents for each supply. NALCO reserves the right to inspect the materials prior to dispatch at Seller's Works. Irrespective of whether pre dispatch inspection is carried out or not, final inspection will be done at NALCO Site Stores and the results shall be binding both on Seller and NALCO.
17. Indigenous bidders are to submit Cenvatable Documents for Excise Duty/ E-cess paid or Customs Duty/ Special Additional Duty paid. In case of non submission of such documents by indigenous bidders, their bids may be rejected.
18. Details of Past experience relating to manufacture & supply is to be furnished. Balance sheets for the last three years are to be submitted.
19. Bidders shall guarantee for the quality against any possible deterioration of materials offered/ supplied by them. Any material found with manufacturing defect or damaged/ deteriorated due to improper packing shall be replaced free of cost at site without any delay.
20. **BID SHALL BE KEPT VALID FOR A PERIOD OF 3 (THREE) MONTHS FROM THE BID DUE DATE/ EXTENDED DUE DATE.**

21. In case of indigenous vendors, prices should be quoted on F.O.R Destination at Smelter Plant, NALCO, Angul Odisha - 759 145 basis giving break-up of FOT dispatch point price, freight charges, Excise Duty, CST against "C Form and other taxes and duties, if applicable. Please note that Odisha Entry Tax shall be borne and paid by NALCO directly to the tax authorities and as such quoted prices shall exclude the same.
22. In case of Indian Vendor quoting on high sea sale transaction basis, prices shall be quoted in INR on CIF Kolkata seaport in packed condition basis.
23. In case of foreign vendors NALCO reserves the right to place order either on FOB basis or CFR basis. In case of acceptance of bid, Order will be placed on FOB basis and bidder to submit shipment wise cargo details/ container details within one month of placement of order. Subsequently, the Order may be converted to CFR basis at Nalco's option within one month of submission of cargo details. Hence, quoted Marine freight should be valid for acceptance for a period of minimum **one month** from the date of submission of complete cargo details.
24. Bidders to quote prices in Single Foreign Currency preferably in USD, GBP, CAD, EUR, CHF, JPY, NOK and AUD only.
25. The tenders should be unambiguous and complete information should be furnished in the tender as per proforma given in the Agreed Terms and Conditions (Imports)/ (Indigenous). Incomplete/ambiguous offers will be rejected outright.
26. No correspondence, whatsoever until & unless called for by the buyer, shall be entertained after due date and time of receipt of tender and any uncalled for communication received later from the tenderers /agents will be ignored.
27. While mailing the bids, Foreign Bidders are required to submit their bids through their courier/ freight forwarding agents on free domicile shipment basis (where all the charges including Customs Duty are to be borne by the bidder) on free delivery to NALCO.
28. Parties submitting tender on behalf of foreign principals/ manufacturers must submit their tender along with authorisation from their respective principals/ manufacturers to represent them in India. Offers received without a proper authorisation will be rejected.
29. Purchaser reserves the right to allow purchase preference to Central Public Sector Undertakings/ Enterprises of India, as admissible under prevailing policy of Government of India.
30. Please confirm that you have not been banned or de-listed by any Government or Quasi Government agencies or PSUs of India. If you have been banned or de-listed by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. If this declaration is not furnished, your bid shall be treated as **non - responsive and liable for rejection**.
31. Bids/ Offers through E-mail or fax shall not be accepted.

32. **DELIVERY SCHEDULE:**

32.1 **For Indian Vendors:**

The materials are to be supplied @250 MT per month starting within one month from the date of Purchase Order on FOT dispatch point basis

32.2 **For Foreign Vendors:**

The materials are to be supplied @250 MT per month starting within one month from the date of Purchase Order on FOB port of exit basis

33. Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id. If e-mail id is not available, an undertaking is to be given that e-mail id is to be registered within 2 weeks of bid submission.

34. The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary. Besides, bidder should furnish litigation history of their firm or group firm. The litigation history shall include:

- (i) Arbitration cases pending
- (ii) Disputed incomplete works
- (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings.

35. We are SA 8000 Certified Company. It is expected that our Suppliers/ Service providers confirm to the requirements of this International Standard SA 8000: 2008. The Survey Questionnaire (attached) may please be filled up and sent along with Bid document.

36. NALCO reserves the right to make any changes in the terms and conditions of Purchase and to reject any or all the bids received including those received late, incomplete and telex/ fax bids, without assigning any reason(s) thereof.

## Social Accountability 8000 Compliance Format

### A. Basic information

|                                   |                      |                        |
|-----------------------------------|----------------------|------------------------|
| Name of the organization          |                      |                        |
| Address                           |                      |                        |
| Telephone No                      |                      |                        |
| Name of the Proprietor            |                      |                        |
| Nature of Business                |                      |                        |
| License Number and date of expiry |                      |                        |
| Employees                         | Staff (Total Number) | Workmen (Total Number) |
| • Permanent                       |                      |                        |
| • Casual                          |                      |                        |
| • Badli                           |                      |                        |
| • Temporary                       |                      |                        |
| • Contracted                      |                      |                        |

### B. Information regarding Social Accountability

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



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

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

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

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

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

▪ Do you provide safety training to your employees? Yes/No

▪ Do you ensure canteen facility for your employees? Yes/No

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

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

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

If no, how do you ensure freedom of expression?

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

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

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

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

- Do you maintain a disciplinary procedure? Yes/No

- If no, how do you terminate your employee?

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

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

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

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

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

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

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

We declare that the above-mentioned information is correct.

Signature:

Designation:

Date

Seal of the organization

**ANNEXURE - I**

**TECHNICAL SPECIFICATION**

Pig Iron as per following material composition:

|             |   |                             |
|-------------|---|-----------------------------|
| Silicon     | : | 3.00% - 3.50%.              |
| Carbon      | : | 3.50% - 4.00%               |
| Sulphur     | : | Less than or equal to 0.05% |
| Phosphorous | : | Less than or equal to 0.15% |
| Manganese   | : | 0.50% - 1.00%               |

Pig Iron weight will be 3 Kg to 12 Kg.

Material should be suitably packed in bag of 1 MT weight for safe and secure delivery to the destination at NALCO-Stores, in Smelter Plant,Angul,Orissa.

NB: Manufacturer's standard Test/ Quality Certificate shall be submitted alongwith each delivery. Note for inspection / testing:

A) **For foreign vendor:** Inspection / testing of pig iron shall be carried out by third party from international accredited testing lab./agency.

B) **For domestic vendor:** Inspection / testing of pig iron shall be carried out at NALCO laboratory and Nalco's decision regarding acceptance /rejection shall be final.

**SPECIAL INSTRUCTIONS TO BIDDERS****1.0 DELIVERY SCHEDULE**

The schedule for Delivery in all respect as per NIT from Purchase Order (PO) date is specified in **Instruction to Bidders**.

**2.0 DUE DATE**

Please ensure your offer, complete in all respects reaches us by the bid due date specified in Instructions to Bidders. Offers received after the bid due date and time will be considered as Late Offers and will not be considered.

**3.0 PRICE FORMAT**

**Please furnish the prices strictly as per the format enclosed. Prices shall not appear any where else in the offer, and if prices are mentioned any where else the same shall not be considered.** Prices should be submitted in duplicate sealed super scribed envelope along with un-priced copies as per NIT (Un-priced copy of price bid should also be enclosed with un-priced copies with prices blanked out but "Quoted/ Not Quoted" marked against respective clauses).

**4.0 VALIDITY OF BIDS**

The bid should be kept valid for acceptance for a period of **3 (Three) months** from the final due date for bid submission.

**5.0 EVALUATION/ LOADING/ REJECTION CRITERIA**

5.1 All evaluation shall be made on landed on destination basis including manufacture, supply, taxes and duties for the same, as per scope of NIT.

5.2 Arithmetical errors will be rectified on the following basis:-

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected. Further, if there is a discrepancy between the quoted lump sum price, and its separate break-up prices (if any), the quoted lump sum price shall prevail.

5.3 To facilitate evaluation and comparison, NALCO will convert all bid prices of foreign Bidders expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees at the Bill Selling Rates of SBI prevailing on the date of price bid opening.

5.4 Supply prices shall be evaluated as follows:

**(i) IMPORTED**

|     |  |   |  |
|-----|--|---|--|
| 1.  | FOB Price  | : | As quoted                                      |
| 2.  | Add Ocean Freight  | : | Firm freight quoted                            |
|     | <b>Note:</b> In case firm freight not quoted by a vendor, loading shall be based on max. freight quoted by other vendor from that region and in case there is no other offer from that region, loading will be based on estimation by NALCO. |   |  |
| 3.  | Sub - Total (CFR)  | : | 1+2  |
| 4.  | Marine Insurance   | : | 0.025% of CFR                                  |
| 5.  | Sub - total (CIF)  | : | 3+4  |
| 6.  | Port Charges   | : | 1% of 5  |
| 7.  | Total including port charges   | : | 5+6  |
| 8.  | Customs Duty   | : | Merit rate of Customs Duty shall be considered |
| 9.  | CVD  | : | As applicable                                  |
| 10. | Total with CD & CVD  | : | 7+8+9  |
| 11. | E-Cess   | : | @3% on (8+9)                                   |
| 12. | Special CVD  | : | @4% on (10+11)                                 |
| 13. | Landed cost  | : | 10+11+12                                       |
| 14. | Custom clearance, handling and transportation up to site   | : | @3% on 13                                      |
| 15. | CENVAT Benefit   | : | (-) (9+12)                                     |
| 16. | Total Price  | : | 13+14+15                                       |
| 17. | Commercial loadings, if any  | : | On FOB Supply Price                            |
| 18. | Total Comparable Price   | : | 16+17  |

Bids in FE shall be evaluated based on Bill selling exchange rate of SBI prevailing as on date of price bid opening. *The statutory levies (Sl. No. - 8, 9, 11 & 12) would be as applicable on date of price bid opening.*

**(ii) INDIGENOUS**

|     |                            |   |                             |
|-----|----------------------------|---|-----------------------------|
| 1.  | FOT Despatch Point         | : | As quoted                   |
| 2.  | Add ED & E-cess            | : | As Applicable               |
| 3.  | Add CST/ LST/ VAT          | : | As Applicable               |
| 4.  | Total Price                | : | 1+2+3                       |
| 5.  | Transit Insurance          | : | 0.025% on (4)               |
| 6.  | Freight Charges            | : | As quoted                   |
| 7.  | Total FOT Site             | : | 4+5+6                       |
| 8.  | Entry Tax                  | : | @ 2% on (7)                 |
| 9.  | Total Price                | : | 7+8                         |
| 10. | Commercial loading, if any | : | On FOT Despatch point price |
| 11. | CENVAT Benefit             | : | (-) 2                       |
| 12. | Total Comparable Price     | : | 9+10+11                     |

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

(i) Payment terms:

Price loading on account of payment terms at variance with NIT Document payment terms will be done @ 12% per annum for the relevant period.

(ii) Price Variation:-

Terms offered by vendor price loading

|     |   |   |                                       |
|-----|---|---|---------------------------------------|
| (a) | Firm Price                                    | : | No loading                            |
| (b) | In case of ceiling on Price Variation Clause  | : | Loading by ceiling percentage offered |
| (c) | No ceiling on the formula                     | : | Offer may be rejected                 |
| (d) | No formula and no ceiling specified by vendor | : | - do -                                |

(iii) Foreign vendors shall quote firm freight charges up to destination port (Kolkata). If a vendor does not quote freight charges then their offer will be loaded with maximum of the freight charges as quoted by the other bidders or based on estimation by NALCO in case there is no other offer from that region.

Indian vendors should quote firm inland freight charges from dispatch point to Nalco Site at Angul, Orissa. If a vendor does not quote firm inland freight charges then their offer will be loaded with maximum of the inland freight charges as quoted by the other bidders from that region or based on estimation by NALCO in case there is no other offer from that region.

(iv) Any differential in taxes and duties will be cost loaded on case-to-case basis. If a vendor states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then no advantage will be given.

5.6 All cost loadings will be calculated on FOB/ FOT dispatch point prices.

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

(i) Bids that do not meet the qualification criteria as specified in the NIT/ bid documents shall be summarily rejected.

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



- (iii) Prices must be furnished in accordance to the price schedule format enclosed and strictly based on the terms specified related to the bid prices in the instructions / conditions. Non compliance to this requirement shall make the bid liable for rejection.
- (iv) Bidders are requested to note that exceptions / modifications taken by them to the following clauses of Tender Documents - Commercial may result in rejection of their bid :-
  - (a) Contract Performance Guarantee clause
  - (b) Delivery Schedule
  - (c) Period of validity of bid
  - (d) Guarantee / Warranty
  - (e) Replacement of Defective parts and materials

## **6.0 REFERENCE LIST**

The bidders are requested to submit a list of buyers to whom the same or similar type of materials have been supplied by them and which are under operation. The detailed addresses of such buyer's office/works including Telephone, Fax Nos. and Contact Person and Order Reference are to be mentioned.

## **7.0 PAYMENT TERMS**

The Payment Terms mentioned in Annexure - VII - Standard Terms & Conditions of Purchase Order (Indigenous) and Annexure - VIII - Standard Terms & Conditions of Purchase Order (Import) shall be superseded by the following Payment Terms:

### **7.1 For Indian Vendors:**

#### Supply:

- (i) 90% on prorata basis along with 100% taxes, duties and freight charges against dispatch documents through Bank.
- (ii) Balance 10% payment after receipt and acceptance of materials at Site.

#### NOTE:

All payments shall be through Bank transfer. All payments are subject to submission of Contract - cum - Performance Bank Guarantee (CPBG) for 10% of Total Order Value within 30 days of placement of order in Nalco's prescribed format. The CPBG shall remain valid till expiry of Guarantee/ Warranty Period with 3 months claim period. Direct Payments will be made through e-payment mode as well as NEFT/RTGS mode through designated enabled branches. Bidders are to furnish duly filled in Bank Mandate Form with due authorisation from their Bank as per format attached with Tender Documents

## 7.2 **For Indian Vendor quoting on High Sea Sales Transaction basis:**

Following documents shall be submitted at least 7 working days prior to arrival of the vessel by Seller to AGM (Materials), Kolkata Office:

- i. Original complete set of shipping documents, duly endorsed in favor of NALCO. This shall include manufacturer's test certificate.
- ii. Seller's guarantee certificate for specification,
- iii. Seller's invoice
- iv. High sea sale agreement.

The payment shall be made as follows:

- (i) 90% of total CIF price on prorata basis against submission of (i) certificate issued by NALCO-Kolkata office in respect of receipt of above said documents, along with 2 photocopied sets of documents and (ii) Seller's invoice
- (ii) Balance 10% payment after receipt and acceptance of materials at Site.

### NOTE:

All payments shall be through Bank transfer. All payments are subject to submission of Contract - cum - Performance Bank Guarantee (CPBG) for 10% of Total Order Value within 30 days of placement of order. The CPBG shall remain valid till expiry of Guarantee/ Warranty Period with 3 months claim period.

## 7.3 **For Foreign Vendors:**

### Supply:

- (i) 90% on prorata basis against shipping documents
- (ii) Balance 10% payment after receipt and acceptance of materials at Site.

### NOTE:

All payments shall be through Irrevocable Letter of Credit, which shall be opened through NALCO authorized Bank and hence shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by them. The Contract - cum - Performance Bank Guarantee (CPBG) for 10% of Total Order Value is to be furnished within 30 days of placement of order to facilitate opening of L/C. The CPBG shall remain valid till expiry of Guarantee/ Warranty Period with 3 months claim period.

## 8.0 **TAXES & DUTIES**

- 8.1 All taxes/ duties including Excise Duty and concessional CST/ VAT will be paid against documentary evidence at actuals.

- 8.2 Service Tax and E - cess applicable shall be paid against documentary evidence and invoice raised in line with Service Tax rule to enable NALCO to avail Cenvat.
- 8.3 It is to be noted that the Contractor shall be required to submit the documentary evidence(s) for Excise Duty, Countervailing Duty (CVD), Education Cess and Service Tax paid by them to concerned authorities for Owner to claim CENVAT/ VAT benefits.
- 8.4 Necessary documents such as copy of Invoice/ Bill of Entry in Triplicate Copy for availing Cenvat benefit to be given in NALCO's name indicating consignee as NALCO for availing Excise Duty/ CVD, Education cess and Service Tax, Copy of Registration with Central Excise Authority and Invoices under rule 57G of 57T for CVD and any other document required by the Owner, as per applicable rule at the time of dispatch shall be furnished by Seller to enable Owner to claim CENVAT.
- 8.5 The classification of goods as per Central Excise Customs Tariffs should be correctly mentioned to ensure that CENVAT benefit is not lost by the Owner on account of any error on the part of the Seller. The Owner shall be at liberty to withhold the payment of cenvatable duties (viz. Central Excise Duties, Countervailing Duties of Customs etc.) If the requirements as specified in the clause are not fulfilled by the Seller, the price of materials shall stand reduced accordingly.
- 8.6 Entry Tax shall be paid by NALCO for consignments coming from outside Orissa, excluding import consignments. For supplies to be made from Orissa, Entry Tax will be paid by supplier and should be mentioned in Invoice for reimbursement by NALCO.

## **9.0 INSURANCE**

The Owner will arrange for transit insurance of materials under the scope of the Order.

## **10.0 MARINE FREIGHT & SHIPPING WEIGHT/VOLUME**

Foreign Bidder shall quote firm marine freight charges separately. NALCO reserves the right to place order either on FOB basis or CFR basis. In case of acceptance of bid, Order will be placed on FOB basis and bidder will be required to furnish firm cargo details containing no. of packages, dimensions, net and gross weight, no. and types of containers required and port of shipment within one month of placement of order. Subsequently, the Order may be converted to CFR basis at Nalco's option within one month of submission of cargo details. Hence, quoted Marine freight should be valid for acceptance for a period of minimum **one month** from the date of submission of complete cargo details. The actual cargo shipped should not exceed the cargo details furnished in terms of volume, weight and no. of containers. In case the actual cargo dispatched exceeds the cargo details furnished, the extra freight incurred by Owner will be to Seller's account.

## **11.0 GUARANTEE/ WARRANTY**

The Guarantee/ Warranty Period mentioned at Cl. No. - 19.0 of Annexure - VII - Standard Terms & Conditions of Purchase Order (Indigenous) and Cl. No. - 14.0 of Annexure - VIII - Standard Terms & Conditions of Purchase Order (Import) shall be read as **6 months** from the date of dispatch.

All other provisions of these clauses remain unaltered.

**12.0 ENGAGEMENT OF AGENTS/ MIDDLEMEN/ INTERMEDIARY/ CONSULTANTS/ SERVICE PROVIDERS:**

- 12.1** Any bidder, hereinafter referred as "Principal", who engages another entity (individual/ firm/ organization) to function, on their behalf, as Agents/ Middlemen/ Intermediary/ Consultants/ Service Providers, hereinafter referred as "Agent", against any tender (single/ limited / open) must disclose the name and address of such an agent in their offer or in course of tendering process prior to the placement of order by NALCO.
- 12.2** Agent shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status, including the extent of authorization and authority given to commit the Principal, being enjoyed by the agent and the commission/remuneration/salary/ retainer-ship fee being paid by the principal to the agent before the placement of order by NALCO. Wherever the Agent is a foreign company, it shall be confirmed whether it is real substantial company and details of the same shall be furnished.
- 12.3** Wherever the Agent have communicated on behalf of their principal, and the principal has stated that they are not paying any commission to the Agent, and the Agent is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the principal before the placement of order by NALCO.
- 12.4** Agent who submits offer, on behalf of their principal, against a tender must submit Letter of Authority of the Principal specifically authorizing the agent to make such an offer.
- 12.5** No entity can be allowed to function as agent on behalf of two principals against any particular tender.
- 12.6** Failure to furnish correct and detailed information as called for in above paragraphs render the concerned offer liable for rejection or in the event of a contract materializing; the same is liable to termination by NALCO. Besides this, there would be a scope for imposing a penalty of banning business dealings with NALCO and/or payment of a named sum as damages.

**ANNEXURE - III****PRICE SCHEDULE FORMAT - INDIGENOUS**

GLOBAL TENDER NOTICE NO.: NBC/MM/PR 1000020356/2014/PT/33

ITEM: PIG IRON

VENDOR:

OFFER NO:

| Sl. No | Descriptions  | Qty    | Unit Price (Rs./ MT) | Total Price (Rs.) |
|--------|---|--------|----------------------|-------------------|
| 1.0    | Supply of Pig Iron as per NIT on FOT dispatch point basis   | 900 MT |                      |                   |
| 2.0    | Excise Duty & E-cess on ED (Amount payable against Cenvatable Invoices )  |        |                      |                   |
| 3.0    | Central Sales Tax against Form C (Considering CST Declaration form to be furnished by NALCO, wherever applicable/ admissible) |        |                      |                   |
| 4.0    | All other taxes & duties currently applicable (Please specify the nature of Tax/ Duty & its rate)                             |        |                      |                   |
| 5.0    | Freight charges up to Site including applicable Service Tax and E-cess for Sl. No. - 1.0                                      |        |                      |                   |
| 6.0    | <b>Total for Supply (1.0 to 5.0)</b>  |        |                      |                   |

**NOTES:**

1. The Price Schedule shall be made available in Un-priced offer also with prices blanked out and written "Quoted/ Not Quoted/ Not Applicable", as the case may be.
2. In the Price Schedule no column should be left blank.

3. The quoted prices shall include charges towards testing & all documentation required as per NIT.
4. Any correction in the quotation shall be initialed by the bidder; otherwise the offer shall be rejected.
5. Applicable Service Tax & E-cess on Service Tax will be paid at actuals subject to documentary evidence limited to the maximum amount quoted.
6. Entry Tax on supplies shall be paid by NALCO directly to Tax authorities.
7. Transit Insurance shall be arranged and borne by NALCO.
8. The Contract prices will remain firm & unchanged until complete execution of order.

**PRICE SCHEDULE FORMAT FOR INDIAN VENDOR QUOTING ON HIGH SEA SALES TRANSACTION BASIS**

GLOBAL TENDER NOTICE NO.: NBC/MM/PR 1000020356/2014/PT/33

ITEM: PIG IRON

VENDOR:

OFFER NO:

| Sl. No | Descriptions  | Qty    | Unit Price (Rs./ MT) | Total Price (Rs.) |
|--------|---|--------|----------------------|-------------------|
| 1.0    | Supply of Pig Iron as per NIT on CIF Kolkata Sea port basis in packed condition | 900 MT |                      |                   |
| 2.0    | <b>Total for Supply</b>   |        |                      |                   |

**NOTES:**

1. The Price Schedule shall be made available in Un-priced offer also with prices blanked out and written "Quoted/ Not Quoted/ Not Applicable", as the case may be.
2. In the Price Schedule no column should be left blank.
3. The quoted prices shall include charges towards testing & all documentation required as per NIT.
4. Any correction in the quotation shall be initialed by the bidder; otherwise the offer shall be rejected.
5. All taxes and duties in India including import duties, statutory port charges shall be to Nalco's account and as such same shall not be included in quoted prices. Free time for detention of containers shall not be less than 14 days.

6. Entry Tax on supplies shall be paid by NALCO directly to Tax authorities.
7. Transit Insurance in India shall be arranged and borne by NALCO.
8. The Contract prices will remain firm & unchanged until complete execution of order.



**ANNEXURE - IV****PRICE SCHEDULE FORMAT - IMPORT**

GLOBAL TENDER NOTICE NO.: NBC/MM/PR 1000020356/2014/PT/33

ITEM: PIG IRON

VENDOR:

OFFER NO:

| Sl. No | Descriptions  | Qty    | Unit Price<br>(Currency -----/<br>MT) | Total Price<br>(Currency -----) |
|--------|---|--------|---------------------------------------|---------------------------------|
| 1.0    | Supply of Pig Iron as per NIT on FOB port of exit basis   | 900 MT |                                       |                                 |
| 2.0    | Ocean freight up to nearest Indian Port (Kolkata) in containerized vessel on liner terms basis/ in packed condition for Sl. No. - 1.0 above |        |                                       |                                 |
| 3.0    | <b>Total for Supply (1.0 + 2.0)</b>   |        |                                       |                                 |

**NOTES:**

1. The Price Schedule shall be made available in Un-priced offer also with prices blanked out and written "Quoted/ Not Quoted/ Not Applicable", as the case may be.
2. In the Price Schedule no column should be left blank.
3. The quoted prices shall include charges towards testing & all documentation required as per NIT.
4. Any correction in the quotation shall be initialed by the bidder; otherwise the offer shall be rejected.

5. All taxes and duties in India including import duties, statutory port charges shall be to Nalco's account and as such same shall not be included in quoted prices. Free time for detention of containers shall not be less than 14 days.
6. Transit Insurance in India shall be arranged and borne by NALCO.
7. In case of placement of order, NALCO reserves the right to convert order from FOB basis to CFR basis within one month of submission of cargo details.
8. The Contract prices will remain firm & unchanged until complete execution of order.

**ANNEXURE - V**

**AGREED TERMS & CONDITIONS (INDIGENOUS)**  
**NALCO, SMELTER PLANT**  
**(FOR INDIGENOUS BIDDERS)**

**IMPORTANT**

1. This questionnaire must be filled in against all Serial nos. & enclosed with the Un-priced offer. Non submission or submission of incomplete questionnaire may lead to rejection of the offer.
2. All commercial terms except the deviations to Standard Terms & Conditions of Purchase Order (Indigenous) and other attachments to NIT must be given in this questionnaire itself and not elsewhere in the quotation. In case of contradiction, the terms given below shall prevail. The deviations to Standard Terms & Conditions of Purchase Order (Indigenous) and other attachments to NIT, if any, must be listed in a separate Annexure.

| Sl. No. | Descriptions  | Vendor's Confirmations |
|---------|---|------------------------|
| 1       | (i) Acceptance of Technical specifications as per attached <b>Annexure - I</b> .  |                        |
|         | (ii) In case of deviations, confirm that the same has been highlighted separately.  |                        |
| 2       | Confirm that data sheets/ technical questionnaire duly filled in are attached, wherever required.   |                        |
| 3       | It is noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer.  |                        |
| 4       | Indicate Manufacturer's name & address with Tel/ Fax no. etc.   |                        |
| 5       | Confirm that the quoted prices are based on FOR/ FOT Despatch point including packing & forwarding.   |                        |
|         | (i) If quoted on Ex-works basis, indicate P&F charges in terms of percentage.   |                        |
|         | (ii) Indicate dispatch station.   |                        |
| 6       | Please confirm that firm freight charges inclusive of applicable Service Tax and E-cess up to Site is quoted in price bid.<br><br>In case you have not quoted the freight charges separately in the Price Schedule, please quote the same in terms of % of the quoted price |                        |
| 7       | Confirm you have quoted prices strictly in the price schedule format enclosed with NIT documents.   |                        |

| Sl. No. | Descriptions  | Vendor's Confirmations |
|---------|---|------------------------|
| 8       | Confirm Transit insurance is excluded from the quoted prices. If inclusive, indicate rebate for excluding the same.   |                        |
| 9       | Indicate rate of Central Sales Tax/Orissa VAT payable extra.  |                        |
|         | (i) CST without concessional Form.  |                        |
|         | (ii) CST with concessional Form.  |                        |
|         | (iii) VAT without concessional form.  |                        |
| 10      | (a) Statutory increase in Excise Duty & E - cess beyond contractual delivery date shall be to vendor's account but any reduction up to actual date of despatch shall be to owner's account. |                        |
|         | (b) Indicate present rate of Excise Duty & Education Cess applicable on the supplies (including Spares) and whether the same is included/ excluded from quoted prices.                      |                        |
|         | (c) If there is any increase in ED & E-cess at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by the vendor.                |                        |
|         | (d) If ED & E-ces is presently not applicable, confirm whether the same will be borne by the vendor in case it becomes leviable later.  |                        |
|         | (e) In case (c) or (d) is not acceptable, advise maximum rate of ED & E-cess chargeable.  |                        |
| 11      | Entry Tax on supplied items shall be paid by Nalco directly to Tax Authorities.   |                        |
| 12      | Confirm submission of following documents with offer:   |                        |
|         | (i) Valid Excise Regn. Certificate.   |                        |
|         | (ii) Valid Sales Tax Regn. Certificate.   |                        |
|         | (iii) Valid Service Tax Regn. Certificate.  |                        |
|         | (iv) TIN (Tax Identification No.)   |                        |
| 13      | Confirm in case of delay on a/c of vendor, any new or additional taxes and duties imposed after contractual delivery shall be to vendor's account.  |                        |
| 14      | Confirm that manufacturer's Test Certificate relating to the specifications will be furnished along with dispatch documents.  |                        |

| Sl. No. | Descriptions  | Vendor's Confirmations |
|---------|---|------------------------|
| 15      | Confirm that the material supplied shall be guaranteed for specification and a certificate will be furnished along with dispatch documents  |                        |
| 16      | Confirm NALCO has the option to inspect the materials prior to dispatch at Seller's Works.<br><br>Irrespective of whether the pre - dispatch inspection is carried out or not, the final inspection will be at Nalco's Site Stores and results shall be binding to both Seller and NALCO. |                        |
| 17      | Confirm acceptance to delivery/ Completion period as mentioned in NIT documents.  |                        |
| 18      | Confirm acceptance of Price Reduction Schedule/ Liquidated Damages for delay in deliveries specified in Tender Documents.   |                        |
| 19      | Confirm acceptance of relevant terms of payment as per the NIT documents attached.  |                        |
| 20      | Confirm that the quoted prices shall remain firm and fixed till complete execution of order.  |                        |
| 21      | Confirm that Contract cum Performance/ Performance Bank Guarantee wherever required will be furnished for value and terms & conditions as per document attached with NIT.   |                        |
| 22      | Confirm that Bank Guarantee for equivalent amount of Free Issue Materials, wherever applicable, shall be furnished.   |                        |
| 23      | Confirm acceptance of Guarantee/ Warranty as per documents attached with NIT.   |                        |
| 24      | Confirm that quoted prices are inclusive of all inspection & testing charges as per NIT.  |                        |
| 25      | Confirm acceptance of Part Order. In the event of Part Order, lump sum charges if any shall be prorated on value basis.   |                        |
| 26      | Confirm acceptance of Repeat Order within 12 months from the date of original order.  |                        |
| 27      | (i) All other Commercial terms & conditions shall be as per Standard Terms & Conditions of Purchase Order (Indigenous) and other documents attached with the NIT. Confirm.  |                        |
|         | (ii) In case of deviations, confirm clause wise comments have been specified in a separate Annexure.  |                        |

| Sl. No. | Descriptions  | Vendor's Confirmations |
|---------|---|------------------------|
|         | (iii) All the terms & conditions have been indicated in this format including Annexure and has not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.   |                        |
| 28      | <p>If offer is based on certain Imported Raw Materials required for Equipments/ Materials offered, please note and specify the following:</p> <p>(i) Owner will not provide any Import License for the same. Any expenditure towards the same shall be borne by Seller.</p> <p>(ii) Indicate Description, Quantity &amp; CIF value of Imported Materials (in Rs.) for each Equipment/ item of quotation in price bid.</p> <p>(iii) Confirm that all variations in Customs duty and Foreign Exchange till complete execution of the contract shall be to Seller's account.</p> |                        |
| 29      | Confirm that all taxes, duties and levies of any kind payable by Seller up to the stage of handing over of the system to Owner shall be borne by you.   |                        |
| 30      | The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner or the vendor is a Private Company in which any of the Directors of Owner is a member or Director.  |                        |
| 31      | Confirm that the quoted prices are valid for acceptance up to three months from the final due date of submission of Bid.  |                        |
| 32      | Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.  |                        |
| 33      | Confirm that net worth of your company during the last financial year is positive.  |                        |
| 34      | Please furnish Annual Report containing Balance Sheet & Profit & Loss Account for the last 3 years.   |                        |
| 35      | As soon as shipment/dispatch is made, the seller shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.  |                        |
| 36      | The Vendor is required to state whether M/s AP/ALCAN has any shareholding/ management control in your Company.  |                        |

| SI. No. | Descriptions   | Vendor's Confirmations |
|---------|--|------------------------|
| 37      | Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU.  |                        |
| 38      | Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id. If e-mail id is not available, an undertaking is to be given that e-mail id is to be registered within 2 weeks of bid submission |                        |

Place:

Signature:

Date:

Name :

Designation :

Seal :

**ANNEXURE - VI****AGREED TERMS & CONDITIONS (IMPORT)**  
**NALCO, SMELTER PLANT**  
**(FOR FOREIGN BIDDERS)****IMPORTANT**

3. This questionnaire must be filled in against all Serial nos. & enclosed with the Un-priced offer. Non submission or submission of incomplete questionnaire may lead to rejection of the offer.
4. All commercial terms except the deviations to Standard Terms & Conditions of Purchase Order (Import) and other attachments to NIT must be given in this questionnaire itself and not elsewhere in the quotation. In case of contradiction, the terms given below shall prevail. The deviations to Standard Terms & Conditions of Purchase Order (Import) and other attachments to NIT, if any, must be listed in a separate Annexure.

| <b>Sl. No.</b> | <b>Descriptions</b>  | <b>Vendor's Confirmations</b> |
|----------------|--|-------------------------------|
| 1              | (i) Acceptance of Technical specifications as per attached <b>Annexure - I</b> .   |                               |
|                | (ii) In case of deviations, confirm that the same has been highlighted separately.   |                               |
| 2              | Confirm that data sheets/ technical questionnaire duly filled in are attached, wherever required.  |                               |
| 3              | It is noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer.   |                               |
| 4              | Indicate Manufacturer's Name and Address.  |                               |
| 5              | Confirm you have quoted prices strictly in the price schedule format enclosed with NIT documents.  |                               |
| 6              | Indicate International Port of exit/ shipment.   |                               |
| 7              | Please confirm that Ocean freight charges up to Port of Entry, India (Kolkata) have been quoted by you in the Price Schedule.<br><br>In case you have not quoted the Ocean freight charges separately in the Price Schedule, please quote the same in terms of % of the quoted FOB price |                               |
| 8              | Indicate Shipping weight (net and gross) including dimensions/ volume of consignments.   |                               |
| 9              | As soon as shipment/dispatch is made, the seller shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.   |                               |
| 10             | Indicate the country of origin of goods offered.   |                               |



| Sl. No. | Descriptions  | Vendor's Confirmations |
|---------|---|------------------------|
| 11      | Confirm that the quoted prices are in the currency of country of origin and also indicate currency of quote.  |                        |
| 12      | Confirm that manufacturer's Test Certificate relating to the specifications will be furnished along with dispatch documents.  |                        |
| 13      | Confirm that the material supplied shall be guaranteed for specification and a certificate will be furnished along with dispatch documents  |                        |
| 14      | Confirm NALCO has the option to inspect the materials prior to dispatch at Seller's Works.<br><br>Irrespective of whether the pre - dispatch inspection is carried out or not, the final inspection will be at Nalco's Site Stores and results shall be binding to both Seller and NALCO. |                        |
| 15      | Confirm acceptance to delivery/ Completion period as mentioned in NIT documents.  |                        |
| 16      | Confirm utility requirement wherever applicable are given in offer.   |                        |
| 17      | Confirm customer references are given in offer.   |                        |
| 18      | Confirm complete technical literature/catalogue are being submitted along with offer.   |                        |
| 19      | Confirm acceptance of Price Reduction Schedule/ Liquidated Damages for delay in completion specified in Tender Documents.   |                        |
| 20      | Confirm acceptance of relevant terms of payment as per the NIT documents attached.  |                        |
| 21      | Letter of Credit shall be opened through a Govt. of India Bank and hence need not be confirmed. In case confirmed L/C is required, L/C confirmation charges shall be to your account.   |                        |
| 22      | All Bank charges and Stamp duties payable outside India in connection with payments to be made under this Purchase Order shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser.   |                        |
| 23      | All taxes, duties and levies of any kind payable up to FOB Port of Shipment shall be borne by you.  |                        |
| 24      | Prices quoted must exclude transit insurance charges from FOB Port of Shipment as the same shall be arranged by the Purchaser. All Transit Insurance charges for inland transit up to FOB Port of Shipment must be included in your prices.   |                        |

| Sl. No. | Descriptions  | Vendor's Confirmations |
|---------|---|------------------------|
| 25      | Confirm that the quoted prices shall remain firm and fixed till complete execution of order.  |                        |
| 26      | Please indicate name and address of your Bankers.   |                        |
| 27      | All correspondence must be in ENGLISH language only.  |                        |
| 28      | Confirm that Contract cum Performance/ Performance Bank Guarantee wherever required will be furnished for value and terms & conditions as per document attached with NIT.   |                        |
| 29      | Confirm acceptance of Guarantee/ Warranty as per documents attached with NIT.   |                        |
| 30      | Confirm that quoted prices are inclusive of all inspection & testing charges as per NIT.  |                        |
| 31      | Confirm that the quoted prices are valid for acceptance up to three months from the final due date of submission of Bid.  |                        |
| 32      | Confirm that in case of placement of order, you will be submitting firm cargo details containing weight, dimensions, no. of packages, no. and types of containers required and port of shipment within one month of placement of order. |                        |
| 33      | Confirm that the quoted prices for Ocean freight shall remain valid for acceptance up to one month beyond submission of complete cargo details by you.  |                        |
| 34      | Confirm acceptance of Part Order. In the event of Part Order, lump sum charges if any shall be prorated on value basis.   |                        |
| 35      | Confirm acceptance of Repeat Order within 12 months from the date of original order.  |                        |
| 36      | (i) All other Commercial terms & conditions shall be as per Standard Terms & Conditions of Purchase Order (Import) and other documents attached with the NIT. Confirm.  |                        |
|         | (ii) In case of deviations, confirm clause wise comments have been specified in a separate Annexure.  |                        |

| Sl. No. | Descriptions   | Vendor's Confirmations |
|---------|--|------------------------|
|         | (iii) All the terms & conditions have been indicated in this format including Annexure and has not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.  |                        |
| 37      | The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner or the vendor is a Private Company in which any of the Directors of Owner is a member or Director. |                        |
| 38      | Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.   |                        |
| 39      | Confirm that net worth of your company during the last financial year is positive.   |                        |
| 40      | Please furnish Annual Report containing Balance Sheet & Profit & Loss Account for the last 3 years.  |                        |
| 41      | The Vendor is required to state whether M/s AP/ALCAN has any shareholding/ management control in your Company.   |                        |
| 42      | Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU.  |                        |
| 43      | Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id. If e-mail id is not available, an undertaking is to be given that e-mail id is to be registered within 2 weeks of bid submission                                 |                        |

Place:

Signature:

Date:

Name :

Designation :

Seal :

**ANNEXURE - VII**

**STANDARD TERMS & CONDITIONS OF PURCHASE ORDER (INDIGENOUS)**

**1. ACKNOWLEDGEMENT:**

Acknowledgement of acceptance of the purchase order must be sent to NALCO within 7 days from the date of receipt of the Order, failing which it shall be deemed that the Order has been accepted by the supplier in full.

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

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

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

**4. PRICE(S):**

The Price mentioned in the Purchase Order will remain firm and fixed till complete execution of the Order unless otherwise specified elsewhere in the Order. However statutory variations, if any in taxes, duties and levies during contractual delivery period only, may be considered against documentary evidence. NALCO will not pay any packing and forwarding charges, Excise Duty, Sales Tax, Entry Tax and or any other taxes, duties or levies that have not been specified in the Order.

**5. CENVAT BENEFIT:**

In case of Excisable goods, for availing CENVAT Credit Transporter's copy of Invoice as prescribed in the Central Excise Rules, must be handed over to the carrier along with other relevant dispatch documents. The original copy of the Excise Duty Invoice should be sent along with the payment documents. However, any modification in the prescribed rule by Excise Authorities from time to Time will be applicable.

**6. DELIVERY AND PRICE REDUCTION SCHEDULE:**

Delivery period is the essence of the contract and the materials should be dispatched within this time, failing which, NALCO without prejudice to its rights under the contract shall have the option either to reduce the price @ 1/2% of order value per week or part thereof subject to a maximum of 5% of the undelivered portion/ the order value (if the item(s) can not be used unless full supply is made) or to cancel the Order and purchase the materials from alternative source at the risk and cost of the supplier.

**7. ALTERNATIVE ARRANGEMENTS:**

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

**8. TERMINATION:**

NALCO shall have the right to terminate the contract by giving 60 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, NALCO will have right to terminate the contract by written notice to the Seller.

NALCO shall have the right to terminate the contract or any part thereof by written notice to the seller in the event of any direction or restriction imposed by the Govt. of India which may effect the Contract.

**9. INSPECTION:**

Unless and otherwise specified, inspection of materials will be carried out at NALCO premises and NALCO decision regarding acceptance or rejection shall be final.

**10. PACKING:**

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

**11. CONSIGNEE:**

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

**12. TRANSIT INSURANCE:**

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

**13. DESPATCH INTIMATION:**

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

**14. WAY BILL FORM:**

For materials coming inside the State of Orissa from outside States Way Bill form XXXII is required for transportation purpose. Transporter shall collect Orissa Way Bills from NALCO's authorized agents stationed at Orissa border check posts. Any change in present procedure of way bill by the Government of Orissa will be adopted.

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

**16. BANK CHARGES:**

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

**17. BILLING:**

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

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

DUPLICATE COPY OF EXCISE INVOICE (TRANSPORTER COPY) SHOULD BE SENT ALONG WITH CONSIGNMENT TO THE CONSIGNEE FOR AVAILING CENVAT.

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

**19. WARRANTY:**

The materials shall conform to specifications for satisfactory performance under normal conditions and carry a warranty against any faulty design, wrong specification, defective materials or bad workmanship for a period of 12 months from the date of putting into use or 18 months from the date of dispatch whichever is earlier.

- 20.** The amount due against this Order can be recovered from or adjusted against any outstanding sums that may be due from NALCO to the seller on any account and without prejudice to any other rights of NALCO.

**21. REMOVAL OF REJECTED GOODS:**

Rejected goods shall be dispatched to the supplier on freight to pay basis.

**22. ARBITRATION:**

In case of any dispute or difference arising out of the contract which can not be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO, shall communicate/cause to communicate, a panel of three names of persons to Seller/NALCO as the case may be in this regard within 30(thirty) days of notice of arbitration by the Seller/NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.

**Jurisdiction:**

The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.

**23. FORCE MAJEURE**

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

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

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

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

- 26.** Sales Tax declaration forms will be issued once in a year covering all the Bills after receipt of a letter with relevant bill copies.

- 27.** Material Code number shall be painted/embossed/cast on the item.
- 28.** Other terms and conditions of the enquiry including agreed variation, if any, to the extent not covered above will also be applicable to this Order.



**ANNEXURE - VIII**

**STANDARD TERMS & CONDITIONS OF PURCHASE ORDER (IMPORT)**

**1.0. ACCEPTANCE OF ORDER:**

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

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

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

**3.0. PRICES:**

**3.1 FIRM PRICE:**

- (i) All prices are to be quoted on FOB port of shipment basis.
- (ii) Prices can be also quoted on any other mode viz. FCA/CFR/DDU/DDP etc.
- (iii) However, Seller shall confirm that quoted prices in any form shall be firm and subject to no escalation whatsoever till complete execution of order.

**3.2 TRANSIT INSURANCE:**

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

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

- (i) All Bank charges (including charges for confirmation of Letter of Credit if required by Seller and agreed to by Purchaser) and Stamp Duties payable in Seller's country in connection

with the payment to be made under this Purchase Order shall be borne by the Seller. All Bank Charges and Stamp Duties payable in India shall be borne by the Purchaser.

- (ii) All Bank charges, taxes, duties and levies of any kind that may be payable up to the stage of putting the materials in F.O.B. Position shall be borne by the Seller.
- (iii) All taxes and duties payable in India on the material shall be payable by the Purchaser, except income tax on supervision of erection and commissioning or any other technical services rendered in India, as applicable as per Double Taxation Avoidance agreement between Seller's country and India, which shall be borne by the Seller.

#### **4.0. PAYMENT TERMS:**

Unless specifically asked for and agreed between the parties for any other payment terms full payment to the Seller shall be made through an irrevocable Letter of Credit. The Seller shall furnish a contract cum performance bank guarantee in the prescribed proforma for the agreed value indicated and valid for the warranty period vide clause 14 as well as for price reduction for Delayed Deliveries vide clause 8.2 here of.

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

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

Any other payment terms e.g. on C.A.D. basis will be applicable only if mutually agreed upon.

#### **5.0 SELLER'S SALES CONDITIONS:**

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

#### **6.0 COMPLETE AGREEMENT:**

The Terms and conditions of the Purchase Order constitute the entire Agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Purchaser and the Seller.

#### **7.0 IMPORT LICENSE:**

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

## **8.0. DELIVERY AND DELAYS:**

### **8.1. CONTRACTUAL DELIVERY DATE:**

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

### **8.2. PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:**

In the event of delay on the part of the Seller in effecting deliveries as agreed contractually, Purchaser will levy a reduction in price for delayed deliveries @ ½% (half of one percent) of total F.O.B. value per week of delay or part thereof, subject to a maximum of 5% of undelivered portion/total F.O.B. value(if the item(s) can not be used unless full supply is made) or to cancel the Order and purchase the materials from alternative source at the risk and cost of the supplier. If the delay in delivery is due to Force Majeure Purchaser shall be free to act in terms under Article 8.3 of the text.

### **8.3. CAUSES OF FORCE MAJEURE:**

Delivery dates will be extended to the Seller without being subject to Clause "Price Reduction Schedule for Delayed Deliveries" in the event of force majeure within contractual delivery period. Only the following to the extent they affect the execution of this order will be considered cause of force majeure, acts of God (like earthquakes, floods, storms etc.) act of states/government, any direction or restriction imposed by Government of India which may affect the contract or the direct and indirect consequences of wars) declared or undeclared, hostilities, national emergencies, civil commotions and strikes(only those which exceed duration of ten continuous days) of Seller's complete factory and major power cuts for a consecutive minimum period of 30 days. The Seller shall immediately inform the Purchaser with certificate issued by Chamber of Commerce or statutory authorities) at the beginning and the end of all such impediments but in no case later than 10 days of the beginning and end of each cause of Force Majeure condition as defined above. It is understood that delivery dates will be extended only for the above mentioned impediments. The decision of the Owner regarding this shall be final and binding on Seller. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

## **9.0. DELAYS AND NON CONFORMANCE:**

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

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

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

The fact of goods having been inspected by the Purchaser before receipt at Project Site shall not affect the Purchaser's right to reject non-confirming goods in any way. Besides, the Purchaser shall have the right to recover actual expenses incurred by Purchaser in installing and removing the non-confirming goods.

**10.0. ALTERNATIVE ARRANGEMENTS:**

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

**11.0. TERMINATION:**

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

**12.0. INSPECTION-CHECKING-TESTING:**

The materials or workmanship covered by the Purchase Order are subject to inspection and testing any time prior to shipment and/or dispatch and/to final inspection within a reasonable time after arrival at Site. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual dispatch before and after completion of packing. The materials shall be subject to inspection by Agencies as mentioned in the requisition and the Seller will also bear the expenses concerning preparation and rendering the tests required by such agencies nominated or Boiler Inspectorate or such other statutory testing agencies as approved by Purchaser as may be required.

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

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

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

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

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

**14.0. WARRANTIES/GUARANTEES:**

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

Checking of Seller's drawings by the Purchaser/Purchaser's representative and their approval and permission to ship or despatch the equipment and materials granted by inspectors shall not relieve the Seller from any part of this/its responsibilities of, proper fulfillment of the requirement. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time prior to twelve (12) months from the date of the successful commissioning/commercial operation of the Plant of which the materials supplied under this order from a part thereof, or thirty (30) months from the date of last shipment, whichever period shall first expire, and the Seller is notified thereof. Seller shall, at its own expense and as promptly as possible make such alternations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and fulfill the foregoing guarantees. Purchaser may, at its option, remove such defective materials, at Seller's expense, in which event Seller shall without cost to Purchaser and as promptly as possible furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed for a period of not less than thirty (30) months from the date of shipment.

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

**15.0. NON ASSIGNMENT:**

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

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

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

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

**17.0. WEIGHTS AND MEASUREMENTS:**

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

**18.0. SPARE PARTS:**

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

**19.0. RESPECT FOR DELIVERY DATES:**

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

**20.0. PART ORDER:**

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

**21.0. REPEAT ORDER:**

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

**22.0 RECOVERY OF SUMS DUE:**

Whenever any claim against the Seller for payment of sums of money arises out of or under the contract, Purchaser shall be entitled to recover sums from any sums then due or which at any time thereafter may become due from the Seller under this or any other contract with the Purchaser and should this sum be not sufficient to cover the recoverable amount the Seller shall pay to the Purchaser on demand the balance remaining due.

**23.0. NON WAIVER:**

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

**24.0 TECHNICAL INFORMATION:**

Drawing, specifications and details specifically developed for Purchaser shall be the property of the owner and shall be returned by the Seller on demand. The Seller shall not make use of drawings and specification for any purpose at any time save and except for the purpose of the Purchaser. The Seller shall not disclose the technical information furnished to or gained by the Seller or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imported and supplied to the Seller by Purchaser shall at all times remain the absolute property of the Purchaser.

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

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

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

**26.0. SUBSTITUTION AND WRONG SUPPLIES:**

Unauthorized substitution of materials delivered in error of description or quality or supplied in excess quantity or rejected goods shall be returned to the Seller at the Seller's cost and risk.

**27.0. SELLER DATA REQUIREMENTS:**

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

**28.0. ORDER OF PRECEDENCE:**

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

**29.0. ARBITRATION:**

In case of any dispute or difference arising out of the contract which can not be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO, shall communicate/cause to communicate, a panel of three names of persons to Seller/NALCO as the case may be in this regard within 30(thirty) days of notice of arbitration by the Seller/NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.

**30.0. JURISDICTION:**

The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.

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

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



actions or claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claims, cause of action or thing whatsoever arising of or under this agreement.

**32.0. GENERAL:**

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

**ANNEXURE - IX**

**PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/CONTRACTOR**

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

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

Date \_\_\_\_\_

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar - 751 061, Orissa (hereinafter called "the Company/Owner") which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has entered into a contract with 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 ..... on the terms and conditions as set out inter alia, in the company Contract No/P.O. No..... dt..... and various documents forming part thereof herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and where as the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/sub-contractors.

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

2. We \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms and conditions of the said Contract including defects liability obligations, in fulfilling the performance Guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms and conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to 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)/Supplier(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the contractor(s)/seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.
5. We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.
6. We..... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor(s)/ Order(s) or to extend time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s)/Seller(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed 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)/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

BG is to be furnished from any of Nalco approved banks, as per list attached in Annexure - XI.

**ANNEXURE - X**

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

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

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

Date \_\_\_\_\_

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar - 751 061, Orissa (hereinafter referred as "The Owner/ 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. .... 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. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) towards earnest money in lieu of cash.
2. We \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any terms and conditions contained in the said tender or failure to accept the letter of Intent/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... Only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependant or conditional on the owner proceeding against the tenderer(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
5. We \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the Company under/or by virtue of the said

tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and shall remain in force till \_\_\_\_\_ unless a demand or claim under this guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liability 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 Tenderer(s).

Date:  
Corporate Seal of the Bank

.....Bank  
By its constitutional Attorney

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

BG is to be furnished from any of Nalco approved banks, listed as per Annexure - XI.

**ANNEXURE - XI**

**LIST OF STANDARDISED BANKS**

**SCHEDULED PUBLIC SECTOR BANKS (INDIAN)**

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Travancore
7. Allahabad Bank
8. Andhra Bank
9. Bank of Baroda
10. Bank of India
11. Bank of Maharashtra
12. Canara Bank
13. Central Bank of India
14. Corporation Bank
15. Dena Bank
16. Indian Bank
17. Oriental Bank of Commerce
18. Punjab National Bank
19. Punjab and Sind Bank
20. Syndicate Bank
21. Union Bank of India
22. UCO Bank
23. Vijaya Bank
24. IDBI Bank

(Twenty Four Banks)

## **LIST OF STANDARDISED BANKS**

### **SCHEDULED PRIVATE SECTOR BANKS (INDIAN)**

1. ING Vysya Bank
2. Axis Bank
3. SBI Commercial & International Bank Ltd.
4. ICICI Bank
5. HDFC Bank
6. Yes Bank
7. Indus Ind. Bank
8. Kotak Mahindra Bank

(Eight Banks)

### **SCHEDULED FOREIGN BANKS**

1. American Express Bank Ltd.
2. Bank of American NT & SA
3. Bank of Tokyo Ltd.
4. BNP Paribas
5. Barclays Bank Plc
6. Citi Bank NA
7. Deutsche Bank AG.
8. Hongkong and Shanghai Banking Corporation
9. Standard Chartered Bank
10. JP Morgan Chase Bank NA

(Ten Banks)

**N.B.: RTGS/ NEFT charges, if any, are to be borne by the party.  
Bank MANDATE FORM for e-payment  
(To be submitted in Duplicate)**

To  
National Aluminium Company Limited,  
NALCO Bhawan,  
Plot No. P/1, Nayapalli,  
Bhubaneswar - 751061

**Dear Sir,**

Sub: Authorization for release of payment due from NALCO, Corporate Office, Bhubaneswar through e-mode facilities of RTGS/NEFT/Internet Banking.

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

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

1. Name of the Party :
2. Address of the party :  
.....  
.....  
.....  
City:..... Pin Code:.....  
E-mail Id:  
Permanent Account Number :.....

3. Particulars of Bank:

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

4. Date from which the mandate should be effective:

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

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)