

EOI FOR C. P. COKE

No- NBC/MM/EOI/CPC/2017

Date – 09/09/2017

National Aluminium Company Limited (NALCO) invites Expression of Interest (EOI) for supply of the following materials for our Smelter Plant, Angul (Odisha), India from bonafide Indigenous as well as Overseas manufactures/ suppliers or their accredited agents:

Item Description : Calcined Petroleum Coke (Anode Grade)
Approx. Qty required(MT) : 18,770 MT +/- 5%
Last date of EOI Submission : 07/10/2017

Interested Parties can download the EOI document from Nalco's website i.e www.nalcoindia.com & www.eprocure.gov.in Please refer to the website for any future updation and modification in EOI.

DY. GENERAL MANAGER (MATERIALS)

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Expression of Interest (EOI) notice no.	NBC/MM/EOI/CPC/2017 dtd.09.09.2017
Name of work	Expression of Interest for “Procurement of Calcined Petroleum Coke(Anode Grade) ” for Alumina Smelter Plant at Angul , Odisha.
Date of Uploading of Expression of Interest Documents	09/09/2017
The document can be down loaded from:	www.nalcoindia.com & www.eprocure.gov.in
Last Date & time of receipt of Expression of Interest Document	Before 1530 hrs on 07/10/2017
Method of Submission	<p>The party desirous to submit their expression of Interest must submit their offer in the enclosed proforma given at Annexure- III complete in all respect in sealed cover and super-scribing on the cover "EOI for CP COKE Notice NO. NBC/MM/EOI/CPC/2017 dtd.09.09.2017 DUE ON 07 /10/2017 & should be addressed to:</p> <p>Mr. B. D. Mohanty DGM(Matls) National Aluminium Co. ltd NALCO BHAWAN, P/1, Nayapalli, Bhubaneswar – 751 013, India</p> <p>Offer must be submitted at our Corporate Office, Bhubaneswar within due date & time.</p>
Date of opening of Expression of Interest	At 1600 hrs on 07/10/2017

Note: Please note that this is an Expression of Interest and not a tender.

TERMS & CONDITIONS FOR EXPRESSION OF INTEREST (EOI)

1.0 ITEM : Calcined Petroleum Coke (Anode Grade)

2.0 QUALITY & SPECIFICATION :

- The specification of the material (C.P. Coke) required shall be as per Annexure-1.
- Penalty clauses for the non conforming C.P.Coke consignment shall be as per Annexure-IA
- The methods of sampling and testing to be adopted for determining the acceptable quality/specifications shall be as per Annexure-II.

3.0 QUANTITY

The intended quantity will be 18,770 MT +/-5%.

4.0 DELIVERY SCHEDULE: Supply to be completed within 2 - 3 (three) months from date of order.

5.0 Price : Price to be Firm & Fixed till execution of order.

6.0 Qualification Criteria for participation in EOI:

- (i) Average annual financial turnover of the bidder during the last three years ending 31st March of the previous financial year should be at least Rs.5.21 crores.
- (ii) Net worth of the bidder during the last financial year shall be positive as per audited balance sheet.
- (iii) Bidders who have been banned by NALCO shall not be considered.

7.0 The bidders are requested to submit the confirmation /views as the NALCO's required specification of C. P. Coke, the capability to supply the required specification & quantity with consistency and acceptance/feedback on Specification & terms conditions (Ref. Annexure-III).

8.0 Discussion: The parties who submit EOI may be called for discussion on technical & commercial terms for further clarification, if any.

9.0 The party desirous to submit their expression of Interest must submit their offer in the enclosed proforma given at Annexure- III complete in all respect in sealed cover and super-scribing on the cover "EOI for CP COKE Notice NO. NBC/MM/EOI/CPC/2017 dtd.09.09.2017 DUE ON 07/10/2017 & should be addressed to:

Mr. B. D. Mohanty, Dy. General Manager (Materials)

National Aluminium Co. Ltd

NALCO BHAWAN, P/1, Nayapalli, Bhubaneswar – 751 013, India

Offer must be submitted at our Corporate Office, Bhubaneswar within due date & time.

For & on behalf of NATIONAL ALUMINIUM COMPANY LIMITED.,

Signature :

Designation : DY.GENERAL MANAGER (MATERIALS)

RESPONSE

(To be filled in by the Party)		<u>ANNEXURE -III</u>
1.	Name of Company M/s. : (Name & Complete Address of Tenderer) Fax No. Telex No. & Telephone No. E-mail Address : Cable Address : Name of Contact person: : Name of CEO: : Contact Telephone No/Mobile No.. : Email: GSTIN & HSN Code (Indigenous)	
2. (i)	Name and Address of the Manufacturer :	
(ii)	Location of the plant from where supplies shall be made . :	
(iii)	Annual production capacity (of each plants) :	
3. (a)	Please confirm that you can supply Calcined Petroleum Coke strictly as per Specification ANNEXURE-I :	YES/NO
(b)	If yes, give details of the typical sample analysis and Code/Standard adopted for sampling and analysis along-with guaranteed value against each parameter as per Annexure-1B format. :	Submitted/Not submitted
(c)	If no, please give reason for the same.	
(d)	Please confirm acceptance to method of testing and sampling as per Annexure-II. :	
(e)	Please confirm acceptance to Penalty clauses for the non conforming C. P. Coke consignment as per Annexure-IA. :	
5. (i)	Maximum Quantity you can supply per annum as per the above specification.	
(ii)	Indicate monthly committed rate of supply/maximum quantity you can supply :	
(iii)	Indicate shortest period for commencement of despatch from date of order of intended quantity of 18,770 MT.	

(iv) Please confirm delivery within 02 - 03 (three) : month from the date of order													
6	Tenderers/Manufacturers to submit technical literature about the process of manufacture of material, brochure of manufacturer alongwith the tender												
Submitted/Not submitted													
7.	Indicate past supply experience of CP Coke for last two (i.e. (i.e. 2015-16 & 2016-17) years as follows :												
	<table border="1"> <thead> <tr> <th><u>Year</u></th> <th><u>Qty. Supplied</u></th> <th><u>Name of Party</u></th> <th><u>Whether under supply contract or conversion contract</u></th> </tr> </thead> <tbody> <tr> <td>2015-16</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2016-17</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<u>Year</u>	<u>Qty. Supplied</u>	<u>Name of Party</u>	<u>Whether under supply contract or conversion contract</u>	2015-16				2016-17			
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2015-16													
2016-17													
8.	Please give production & turnover information for last 2 years (i.e. 2015-16 & 2016-17) year as follows:												
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<u>Year</u>	<u>Production in MT</u>	<u>Turnover in Rs.</u>	<u>Whether copy of Balance Sheet & Profit Loss Submitted</u>										
2015-16													
2016-17													
9.	Confirm whether packing for CP Coke will be : in new LDPE/ HDPE lined 50 Kg. Bags/LDPE lined gunny bags only (50 Kg bags packed in 1 MT jumbo bags or loose material packed in bags other than 50 Kg bags or 1 MT Jumbo bags is not acceptable).												
	YES/NO												
10.	Any other Reservation/condition with respect : to this EOI & our existing Terms and conditions for CP Coke (Annexure-A) is to be mentioned here												
11.	Other relevant information, if any:												
12. We confirm, we have read and understood the Buyer's terms and conditions contained in their Expression of Interest Notice.													

PLACE :

Name :

DATE :

Designation :

Seal :

TECHNICAL SPECIFICATION				
MATERIAL: CALCINED PETROLEUM COKE				
SL.	PARAMETERS	UNIT	SPECIFICATION	METHOD USED
1	Apparent Density (Mercury) AD _{Hg}	g/cc	1.74 min	Carlo Erba Apparatus
2	Real Density (RD)	g/cc	2.050-2.085	ACCUPYC Apparatus
3	Hard grove Grindability Index (HGI)	-	30-40	HGI Apparatus
4	<u>Particle Size</u> + 4.75 mm - 0.30 mm	% %	35min 15 max	Standard Sieves
5	Ash	%	0.50 max	Weight difference after ignition
6	Water (Moisture)	%	0.30 max	Weight difference after drying
7	Sulphur (S)	%	2.50 max	XRF
8	Iron (Fe)	%	0.050 max	XRF/AAS
9	Silicon (Si)	%	0.035 max	XRF/AAS
10	Vanadium (V)	%	0.015 max	XRF/AAS
11	Nickel (Ni)	%	0.020 max	XRF/AAS
12	Sodium (Na)	%	0.020 max	XRF/AAS
13	Calcium (Ca)	%	0.015 max	XRF/AAS
* Individual particle size of coke = 30 mm (max)				
Note: Dedusting Oil = 0.3% - 0.5%				
XRF = X-Ray Fluorescence Spectrometer, AAS = Atomic Absorption Spectrophotometer.				

PENALTY CLAUSES FOR THE NON CONFORMING C. P. COKE CONSIGNMENT**MATERIAL: CALCINED PETROLEUM COKE**

<u>S.No.</u>	<u>Parameters</u>	<u>Unit</u>	<u>Specification</u>	<u>Range</u>	<u>Deduction %</u>			
1	Apparent Density (Hg)	g/cc	1.74 min	< 1.74 to 1.73	0.5			
				< 1.73 to 1.72	1.0			
				< 1.72 to 1.71	2.0			
				< 1.71 to 1.70	4.0			
				< 1.70 to 1.69	7.0			
				< 1.69	15.0			
2	Real Density	g/cc	2.050-2.085	< 2.050 to 2.04	0.5			
				< 2.040 to 2.03	3.0			
				< 2.03	15.0			
				> 2.085 to 2.095	0.5			
				> 2.095 to 2.105	3.0			
				> 2.105	15.0			
3	(HGI)	No.	30-40	< 30 to 28	0.5			
				< 28 to 26	1.0			
				< 26 to 24	2.0			
				< 24	7.0			
				> 40 to 42	0.5			
				> 42 to 44	1.0			
				> 44 to 46	2.0			
				> 46	7.0			
4	Size + 4.75 mm	%	35 min	< 35.0 to 33.0	1.0			
				< 33.0 to 31.0	2.0			
				< 31.0 to 29.0	5.0			
				< 29.0	15.0			
				- 0.30 mm	%	15 max	> 15.0 to 17.0	1.0
							> 17.0 to 19.0	2.0
> 19.0 to 21.0	5.0							
> 21.0	15.0							
5	Ash	%	0.50 max	> 0.50 to 0.60	0.5			
				> 0.60 to 0.70	1.0			
				> 0.70 to 0.80	2.0			
				> 0.80	7.0			
6	Water(Moisture)	%	0.30 max	> 0.30 to 0.60	0.5			
				> 0.60 to 1.00	1.0			
				> 1.00 to 1.70	2.0			
				> 1.70	7.0			
7	Elemental analysis a) Iron (Fe)	%	0.050 max	> 0.050 to 0.055	0.5			
				> 0.055 to 0.060	1.0			
				> 0.060 to 0.070	2.0			
				> 0.070	7.0			

b) Silicon (Si)	%	0.035 max	> 0.035 to 0.040	0.5
			> 0.040 to 0.045	1.0
			> 0.045 to 0.055	2.0
			>0.055	7.0
c) Sulphur (S)	%	2.50 max	> 2.50 to 2.70	0.5
			> 2.70 to 2.80	1.0
			> 2.80 to 2.90	2.0
			>2.90	7.0
d) Nickel (Ni)	%	0.020 max	> 0.020 to 0.023	1.0
			> 0.023 to 0.026	3.0
			> 0.026 to 0.030	5.0
			>0.030	15.0
e) Vanadium (V)	%	0.015 max	> 0.015 to 0.018	1.0
			> 0.018 to 0.021	3.0
			> 0.021 to 0.025	5.0
			>0.025	15.0
f) Calcium (Ca)	%	0.015 max	> 0.015 to 0.020	1.0
			> 0.020 to 0.025	3.0
			> 0.025 to 0.030	5.0
			>0.030	15.0
g) Sodium (Na)	%	0.020 max	> 0.020 to 0.025	0.5
			> 0.025 to 0.030	1.0
			> 0.030 to 0.035	3.0
			> 0.035 to 0.040	5.0
			>0.040	15.0

- Note :
1. The above deduction is valid if the material is charged to silo or kept on the platform.
 2. Deduction % will be calculated from the prevailing rate of landed price of C.P.Coke per tonne as mentioned in P.O.
 3. If two or more parameters are failing to meet the specification, deduction will be done separately for each parameters as per above, limited to the total landed cost of the consignment.

ANNEXURE-1B

MATERIAL : CALCINED PETROLEUM COKE						
SL.	PARAMETERS	UNIT	SPECIFICATION	TYPICAL SAMPLE ANALYSIS RESULT OBTAINED BY THE SUPPLIER	METHOD USED	METHOD USED BY THE SUPPLIER
1	Apparent Density (Mercury) AD _{Hg}	g/cc	1.74 min		Carlo Erba Apparatus	
2	Real Density (RD)	g/cc	2.050-2.085		ACCUPYC Apparatus	
3	Hard grove Grindability Index (HGI)	-	30-40		HGI Apparatus	
4	<u>Particle Size *</u> + 4.75 mm - 0.30 mm	% %	35min 15 max		Standard Sieves	
5	Ash	%	0.50 max		Weight difference after ignition	
6	Water (Moisture)	%	0.30 max		Weight difference after drying	
7	Sulphur (S)	%	2.50 max		XRF	
8	Iron (Fe)	%	0.050 max		XRF/AAS	
9	Silicon (Si)	%	0.035 max		XRF/AAS	
10	Vanadium (V)	%	0.015 max		XRF/AAS	
11	Nickel (Ni)	%	0.020 max		XRF/AAS	
12	Sodium (Na)	%	0.020 max		XRF/AAS	
13	Calcium (Ca)	%	0.015 max		XRF/AAS	

**STANDARD METHOD FOR TESTING AND
SAMPLING AND PREPARATION OF CP COKE**

1.0 SAMPLING AND PREPARATION OF CP COKE

- 1.1 Consignment coke is received in wagon (rake) or trucks in 50 kg bags. These bags are unloaded into hoppers and then conveyed to the coke silo.
- 1.2 Samples collected from surface of coke in piles, bins, wagons, bags or any stationary bulk quantity are in general, unreliable because of size segregation. Hence coke shall be sampled wherever possible in motion, while it is being loaded into or unloaded from any source.
- 1.3 Sampling is done during unloading the coke into the hopper. Out of various recognized methods following three sampling methods are adopted depending upon the unloading area condition at the time of arrival of consignments. Collection of samples will be done depending on the prevailing condition.

METHOD-I : (Consignment coke Unloaded to hoppers for conveying to coke silo)

Rakes:

Representative samples of consignment C.P.Coke from the rake are sampled during unloading the coke near conveyor belt. This method is adopted as a part stream-cut in which a portion of C.P.Coke is removed with a sampling scoop from a moving stream of C.P.Coke in conveyor belt. Each increment should be of min 1 Kg. Similar 10/15 increments are taken in an interval of one to 2 min each. This is to avoid any selective sampling. Sample collected from each placement in a bag is tied. Similarly samples are collected from consecutive placements of the rake. All the individual placement samples collected are brought to Laboratory for further sampling.

Trucks:

At a time, for each placement, maximum 5 trucks can be placed for unloading to hoppers. Depending on the availability of trucks/manpower, required trucks can be placed for unloading to hoppers. Samples will be collected with a sampling scoop from the moving stream of coke in conveyor belt. Each increment should be approximately 1 kg. Similar 10 increments are taken in an interval of 1 or 2 min each. Sample collected from each placement in a bag is tied. Similarly, samples are collected from consecutive placements of the trucks. All the individual placement samples collected are brought to Laboratory for further sampling. Samples so collected from consecutive five placements (representing approximately 250 MT) are sampled to make one composite sample. This composite sample will be considered for analysis of all the parameters as per P.O. specification.

METHOD –II

NALCO will have an option to collect the C. P. Coke by Automatic sampling device, near the discharge point from one conveyor to another with a preset timer arrangement, say one scoop (3 to 5 kg) in each 5 to 10 minutes interval during the entire unloading period. Minimum 5 to 8 samples will be collected to represent the total rake. Sample size reduction in Laboratory will be done in an automatic sample divider.

Note :

1. Automatic sampling device & automatic sample divider will be installed shortly.
2. In case of breakdown/shutdown of automatic sampling device method-I will be applicable for sampling. In case of unloading problem through conveyor belt method-III will be applicable.

METHOD-III (Consignment Coke unloaded on to platform)

This method is adopted when samples are to be taken before discharge to silo due to any unavoidable circumstances such as breakdown of the hoppers / coke conveying system at the time of arrival of consignment.

Rakes & Trucks:

The total bags unloaded from rake/trucks is divided into lots (each lot approximately 250 MT/5000 nos of bags).

From each lot, one composite sample is collected from minimum 15 nos of bags (each weighing approx. 50 kg) randomly.

The bags are to be chosen randomly in a basis to avoid selective sampling.

The bags are cut in the middle by a knife in length-wise and from each bag three scoops of sample shall be collected from top/middle/bottom. One Kg (approx) of C.P.Coke from each bag may be collected.

After collecting the sample, the cut bag is emptied on the platform to physically check presence of any extraneous/foreign matter or presence of wet coke (if water droplets are coming out of the bags or if the coke is found to be soaked in water then it may be termed as wet coke).

Then each collected sample is brought to Laboratory for further sampling.

Samples collected either by Method-I, II and III are brought to laboratory for further sampling by 1.4.

- 1.4 Each sample is reduced to 1 or 2 Kg by riffle sampler. Out of last two parts from riffle sampler, one portion each is poured into a bag for size and other analysis. From other each portion, 200gm(approx) of C.P.Coke is taken by coning and quartering in a glass/s.s.bowl for drying in an oven at 110 deg C for one hour (min) for XRF analysis.

- 1.5 These samples are ground in a grinding machine (preferably not to contaminate coke with iron from grinding source) and sieved in –100 mesh for elemental analysis (XRF). The sample should pass almost completely through 100 mesh.
- 1.6 Then the other composite sample from 1.4 for size and other analysis is reduced to 3 parts of 2 to 3 Kg each by riffle sampler. One part is taken for size analysis, 2nd part for storing for future reference and 3rd part for other analysis like Hg- apparent density, Real density, Ash, H.G.I etc.
- 1.7 From the 3rd part, 200 gm of –4 mesh is taken for moisture determination. Rest quantity is dried in an oven at 110 degC for one hour at least. This part is subdivided into 4 parts by coning & quartering and further prepared to get 10/20 fraction, 16/30 fraction, & -200 mesh.

NOTE :

1. NALCO will have an option to do the size analysis for each placement of 5 wagons i.e. 250 MT approx.. Supplier has to ensure to meet the specifications for each placement of 5 wagons. Similarly the party has to meet the other parameters as per annexure-I for each placement of 5 wagons. However, for determination of moisture content, individual lots/wagon will be considered for sampling if required.
2. Supplier has to take precautionary steps to reduce particulate dust level in the C. P. Coke by suitable oil treatment during their production, so that during unloading at Smelter Site, the dust level will not be visible extensively. However the oil level should not exceed 0.5% in the C. P. Coke supplied. If required, standard mutually agreed method will be adopted for testing oil level in C. P. Coke.
3. Penalty deduction will be done on the basis of the analysis for representative sample, preserved in Laboratory as the entire rake is unloaded into silo, before the analysis.

On supplier's request, joint analysis can be done at Nalco Laboratory from the representative sample preserved in Laboratory.

4. For elemental analysis results determined in Smelter Laboratory X-Ray Fluorescence (XRF) will be final. Only in case of long breakdown of XRF instrument, results obtained by Atomic Absorption Spectrophotometer (AAS)/Wet Chemical methods will be taken into consideration.

2.0 SPECIAL CASES

- 2.1 In special cases where coke is imported and unloaded at the port and then transported one composite sample is collected. Samples are collected randomly from 10-12 bags. It is reduced to 4/5 kg (approx) by coning and quartering. This sample is divided into three parts. Then sampling is done as per 1.4.
- 2.2 In special case when sampling is to be done at supplier's work, C.P.Coke samples are taken from bags after packing. Approx 1000 MT(max) is considered as one lot.

Random samples are drawn from 25 bags minimum of 1 kg each. The bags are cut with knife length wise and 3 scoops are drawn from both the end & middle portions of the bag.

If one lot contains less qty i.e. 250-500 MT material, 8-12 bags may be taken for sampling.

After collecting all the samples, the total quantity is divided with riffle sampler, one portion is handed over to the supplier, another portion is brought to NALCO Smelter Laboratory for further sampling. Out of this 2nd portion, the sample is divided into three parts. One for stock, 2nd for size analysis and 3rd part for complete analysis as per Nalco's procedure.

Analysis requirements for each fraction :

-100 mesh	-	Element analysis such as Si, Fe, S, Ni, V, Ca, Na by XRF/AAS
10/20 fraction Tyler	-	Mercury Apparent density.
16/30 fraction ASTM or 14/28 Tyler or 1.18/0.60mm	-	Hardgroove Grindability Index
-200 mesh	-	Real density by He-density apparatus, Ash
4 mesh (-4.75mm) fraction	-	Moisture content

3.0 Elemental analysis by XRF/AAS

3.1 XRF:

-100 mesh fraction C.P.Coke is mixed with stearic acid and grinded in a Swing Mill using Tungsten Carbide bowl. The sample with stearic acid is pressed in a 30T Pelletising Press to get a tablet. The tablet is exposed to X-ray in XRF instrument to determine Si, Fe, S, Ni, V, Ca and Na which has been calibrated with standard C.P.Coke sample.

3.2 AAS:

During breakdown of XRF or for cross checking the elemental analysis Atomic Absorption Spectrophotometer is being used. -100 mesh sample is kept in 700 degC overnight to determine the ash content. The ash content is fused with fusion mixture (Sodium Carbonate and Disodium Tetraborate) or Lithium Tetraborate, Lithium Metaborate (specially for Na) then extracted with 1:3 Nitric Acid/ or 1:1 HCl (for Na). Then elemental analysis is carried out by AAS using calibration standard solution.

4.0 Real Density:

Principle : Knowing the mass of the sample, the apparatus used (Accupyc 1330 Micromeritics), determines sample volume, and calculates its density.

-200 mesh fraction of C.P.Coke is dried in a vacuum oven for 6 to 12 hrs at 110 degC under approximately 1 atmospheric pressure.

Then the real density is determined by Accupyc 1330, Micromeritics, and Helium density apparatus under Helium gas.

5.0 Mercury Apparent Density :

Principle : The Mercury Apparent Density is measured by pycnometer using mercury at atmospheric pressure in 10/20 Tyler mesh fraction.

A pycnometer made of glass is used for this, which has been calibrated by Mercury with the help of Carlo Erba Mercury Apparent Density Apparatus.

The 10/20 fraction is exposed to vacuum under same atmospheric pressure as that during calibration and Mercury is filled and weighed. Then the apparent density is calculated as per the procedure.

6.0 Ash : -200 mesh sample is kept in a Muffle furnace at 700 degC for overnight and the % Ash is calculated by weighing.

7.0 Moisture : -4 mesh fraction of C.P.Coke is put into oven at 110 degC (approx.) for 3 hours minimum and weighed to calculate % moisture content

8.0 Size : 2 to 3 Kg of composite sample is sieved in a rotap sieve shaker for 30 minutes and individual fraction is being weighed and calculated to get the percentage size of various fraction

9.0 HGI : 16/30 fraction is weighed and grinded in a Hardgrove Grindability apparatus for 60 revolutions and the grinded fraction is sieved in a 200 mesh. The +200 mesh is weighed and calculated for HGI

ANNEXURE - A

Terms & Condition of NALCO's last Tender For your information& reference.

This is not a part of EOI.

TENDER NOTICE NO. NBC/MM/02/GTN/CPC/2017

BIDDER'S QUALIFYING CRITERIA(BQC)

- I) All bidders should have experience in supply of C. P. Coke. All the bidders must enclose maximum production and supply experience quantity of C. P. Coke in financial year 2015-16 and 2016-17 duly certified by chartered accountant /chartered engineer or supporting documentary evidence i.e. Invoice copies or B/L matching with declared quantity. Bidder (other than manufacturer) should indicate the name of manufacturer whose product is being offered and letter of manufacturer confirming allocation of quantity for the above tender should accompany the offer. Offers not accompanied by above details are liable for rejection.
- II) The offer of the bidder will be considered only if it can supply a minimum quantity of 10% of the tender quantity rounded off to nearest full rake load (1 Rake load is approximately 2600 MT) and truck load.
- III) Bidders who have not supplied C. P. Coke to NALCO earlier should have minimum supply experience of 10% of NIT quantity during last two years combined(i.e. 2015-16 & 2016-17). Otherwise their bid will not be considered.

Such new bidders should submit a representative sample of C.P. Coke of minimum 5 Kg in duly labelled sealed package and hand it over to the buyer along with the tender for analyzing & testing NALCO's Smelter Plant Laboratory. Otherwise their bid will not be considered. The sample should meet the specification parameters as per Annexure-I.

- IV) Suppliers who had failed to execute our previous order and/or have not settled our claim against the Risk & Cost procurement shall not be considered against the present tender. The firms who are banned by NALCO as on the date of opening of price bid will not be considered for placement of order.

TENDER NOTICE NO. NBC/MM/02/GTN/CPC/2017

Last date & time of receipt of the tender (both priced & unpriced) - **00/00/2017** upto **13.00 hrs.**

Date & time of opening of the tender (unpriced only) * - **00/00/2017** at 15.30 hrs.

* (Authorised representative of firms who have submitted valid tenders will be permitted to attend tender opening. **However they must bring authorization letter along with identity card while participating in bid opening**)

Dear Sir,

We are in the market for procurement of _____ **MT+/-5%** of Calcined Petroleum Coke for our Smelter Plant, Angul, Orissa, (India). The tolerance of +/-5% shall be at buyer's option. Bids are invited both from overseas manufacturer/supplier as well as indigenous manufacturer/supplier. However Buyer reserve the right to procure the part/full quantity either from indigenous or overseas source. Supplier should indicate the name of the manufacturer whose product is being offered and letter of manufacturer confirming allocation of quantity with quality certificates for the above tender should accompany the offer. The past supply experience for last 2 years (i.e. 2015-16 & 2016-17) must be furnished as per proforma given. Offers not accompanied by above details are liable for rejection.

The tender is invited with following terms & conditions.

(A) Bids are invited from overseas bidders (manufacturer/supplier) as well as indigenous bidders(manufacturer/supplier). The bids are required to be submitted **in two parts, unpriced (Part-I) and priced (Part-II)** as per detail Instructions to Tenderer at **Annexure-VI** for details.

The bids are to be submitted online before the bid due date and time (i.e. 13. 00 hrs 00.00.2017) through our SRM - 7 portal, by logging into our website www.nalcoindia.com. For online submission of bids, the bidder should have a **valid Class - III Digital signature certificate issued by Authorized Certifying Authority**. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person. If you have already registered, you may access the SRM-7 portal in our website www.nalcoindia.com using your allotted user-id and password.

In case of any difficulty in submission of online bid through our SRM - 7 portal, the bidders are requested to contact the following persons:

- (i) SRM Help Desk e-mail: srm7helpdesk@nalcoindia.co.in
Tel. 0674 2300003
- (ii) Mr. Tapan Samantaray, SM (Matls.) e-mail id: tapan.samantray@nalcoindia.co.in

Mob : +91 9437022746 (NALCO ERP Team)

- (iii) Mr.A.K.Maity, Mgr(Matls.) e-mail: anup.maity@nalcoindia.co.in
Mob: +91 9437007103 Landline: +91 674 2300 777
- (iv) Ms. B.D.Mohanty DGM(Matls) email: bibhu.mohanty@nalcoindia.co.in
Mob: +91 9437561995 Landline: +91 674 2301 235

(B) **IMPORTANT POINTS** for submission of Bids:

- (i) In order to be able **to participate in our Online tender** you need to **register party details as per enclosed format**. Only after registration & obtaining User ID & password you will be able to login to our E-tendering (SRM-7) i.e. available in our website www.nalcoindia.com. You are advised to furnish details as per format enclosed (IN CASE SAME HAS NOT BEEN GIVEN EARLIER) to get the user ID & password.
Futher, **you are required to obtain class III DSC**. Licensed Certifying Authorities are Safescript , NIC, IDRBT, TCS, GNFC, e-MudhraCA.
- (ii) **Bidders are required to submit their online bid in NALCO's SRM-7 Portal**. Bidders are also advised to submit hard copy of such bid in sealed cover separately within the due date and time.
- (iii) **Please note that only online bids will be considered for evaluation of offers.**
- (iv) The hard copy of the bids submitted will be considered for opening under the following circumstances:
(a) In case of any technical difficulty at Buyer's E-procurement Portal for which online bids could not be submitted.
(b) In case of technical difficulty at Buyer's E-procurement Portal for which online bids could not be opened.
- (v) For considering of opening of hard copy, under situation at (a) above, bidder has to give a request along with the proof of difficulty during submission of offer , under intimation to ERP Cell (srm7helpdesk@nalcoindia.co.in, tapan.samantray@nalcoindia.co.in).
- (vi) For consideration of hard copy of offer for opening under situation (b) above, the bidders are requested to give separately declaration that the hard copy offer submitted is identical to online offer submitted by them in buyer's E-procurement Portal.

Note:- Non-availability of Class – III DSC or any requisite software at bidder's end, will not be entertained as technical difficulty.

Sealed Bids must submitted at our Corporate Office, Bhubaneswar within due date & time. NALCO shall not take any responsibility for postal delay and/or misplacement.

- (vii) The bid submitted should be un-ambiguous and complete information should be furnished in the tender. 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 tenderer/agents will be ignored.

- (viii) Nalco shall not take any responsibility for delay in on-line submission of tender after scheduled date & time. Offers incomplete in any respect and EMD not submitted within stipulated date and time will be summarily rejected.
- (ix) Bidders are not allowed to take any deviation to the specifications and terms and conditions of NIT or make any unsolicited/qualifying remark/conditions in the offer. In the event of any deviation to the specifications and terms and conditions or any unsolicited remark/conditions in the tender, the tender shall be outrightly rejected. Similarly, in case any qualifying remarks/conditions(s) is/are found in the price bid which were not there in the “price blank” format, the price bid would stand outrightly rejected, though opened & irrespective of its pricing status. No correspondence in this regard will be entertained.
- (x) However Buyer reserves the right to procure the part/full quantity either from indigenous or overseas source. Supplier should indicate the name of the manufacturer(s) whose product is being offered. However, it would be the sole responsibility of bidder to fulfil the contract, if awarded. The past supply experience of supplier and manufacturer for last two years (i.e. 2015-16 & 2016-17) must be furnished as per proforma given separately. Offers not accompanied by above details are liable for rejection.

(C) Clarification Request From Bidders:

A bidder may seek clarification regarding the bidding document provisions, bidding process and /or rejection of his bid. NALCO shall respond to such queries within a reasonable time.

IF YOU ARE NOT REGISTERED FOR ONLINE BIDDING IN NALCO'S SRM-7 PLEASE SUBMIT THE FOLLOWING DOCUMENTS WELL IN ADVANCE FOR PARTICIPATION IN ONLINE BIDDING

FORMAT FOR VENDOR DETAILS (SRM7)

1. Please fill in the enclosed form duly signed & stamped by your authorized signatories and submit the scan copy of same as mail attachment.
2. In case there is change of contact person the same should be communicated to above address immediately with fresh authorization.

Particulars to be filled in by the vendor on their own letter head to participate in E-Tendering process of NALCO.

1. Name of the vendor: _____
2. Vendor code (allotted by Nalco): _____
3. Official Mailing Address: _____
4. Company's Email ID: _____
5. Telephone Number(s): _____
6. Fax Number(s): _____
7. Name of Contact Person with designation: _____
8. Address of the contact person: _____

9. Email ID of the contact person: _____
Cell No. & Land Line No. _____

10. We do undertake that in case of any change in contact person the same shall be communicated to NALCO immediately with fresh authorization.
11. We have understood the requirement of Class III DSC for submission of online offer as per tender document. We will arrange for Class III DSC for the auothorised person well in advance to participate in the tender.

(Name & signature of the authorized person with stamp)

Frequently Asked Questions

1. What is "e-Procurement" on NALCO e-Procurement Site?

Selected NALCO Tenders are hosted on NALCO's e-Procurement site. Registered Vendors can participate in such tenders through this site.

2. Do I have to compulsorily submit my tender through the Internet?

Yes. For NALCO tenders which are hosted on NALCO's e-procurement site, the bids have to be submitted online **only**. No hard copy offers against E-procurement tender will be entertained.

3. What are the pre-requisites to submit tenders on-line?

1. Vendor should have a valid User-id to access NALCO's e-Tendering application.
2. Should have internet connectivity / Broadband connectivity.
3. Vendors should fulfill any other pre-requisites mentioned in the tender documents of a specific tender.

4. How do I attach my tender documents?

You can submit your Bid(offer) directly from your PC and attach required documents in the –My notes Tab of both Header and Item section of the bid.

5. What if I need help while submitting my electronic tender?

If you need help while submitting your electronic tender, please contact our helpdesk during Business Hours at: 0674-2301181, 09437022746, 09437176925. Emails to be addressed to eprocurement@nalcoindia.co.in . Business Hours: 09:30 to 17:30 Hrs India Time (GMT + 5:30 Hrs)

Or you can also contact as per the contact details provided in the Tender Documents.

6. What if I don't submit my tender through the Internet before the closing time of the tender?

NALCO's e-Procurement system does not allow you to submit the tender, once the submission deadline is passed. You have to submit your tender before the submission deadline. Bidders are advised to submit bids sufficiently in advance before the bid submission time.

7. What are the benefits in receiving / submitting tenders online?

Electronic or Online Tendering is carrying out the traditional tendering process in an electronic form, using the Internet.

Using Online Tendering, the Bidders can:

- a) Receive notification of the relevant tenders.
- b) Receive tender documents online.
- c) Submit Bids Online

8. How Secure is it?

The security features incorporated in the application ensure that all activities are logged and no unauthorized person has access to data.

Process Validation: The Solution has been so architected that a user (NALCO Officers / Vendors) cannot view the quotation/bid of any vendor till the date & time specified for the opening of the quotation/bid is due.

Unauthorized Access: The entire solution is behind a firewall and Unauthorized access is not allowed. The login passwords of all users are encrypted at the database level. 128 bit SSL Certificate of Entrust provided by M/s GNFC is used for communication between the browser and the web server. This ensures that all communication between browser and web server is encrypted and cannot be hacked.

9. What is a Firewall?

A firewall is a set of related programs, located at a network gateway server that protects the resources of a private network from users from other networks. Basically, a firewall, working closely with a router program, filters all network packets to determine whether to forward them toward their destination.

10. What is downloading & uploading?

Downloading means to download/receive a particular file from a remote server using the internet or any kind of network. Uploading means to upload/furnish a particular file into a remote server using the internet.

11. Glossary

Bid: Bid is a response or Quotation of offer from a vendor against a Bid Invitation issued by a buying organization. Bids are to be submitted against the Bid Invitation Number.

Bid Status 'Held': Bid Saved, but not submitted. (By clicking on Hold Button)

Invitation for Bid (IFB): Invitation for Bid refers to enquiry floated by the Buying Organization (in this case NALCO) inviting vendors to submit their Bids/Quotation/Offer. This is abbreviated as IFB.

The details requested at page 6 are also required to be submitted in **excel sheet** as per format given below:

VENDOR CODE ALLOTTED BY NALCO	NAME OF THE VENDOR	OFFICIAL ADDRESSES	CITY	PIN	Country

CONTACT PERSON				OFFICIAL TELEPHONE NUMBER		E-Mail
Title	First name	Last name	Cell No.	Tel No	Fax No	
Mr./Ms.		-	-			

MSE CATEGORY		OWNER /PROPRIETOR BELONGS TO SC / ST			
MICRO	SMALL	SC	ST	NOT APPLICABLE	

1.0 **QUALITY & SPECIFICATION :**

- The specification of the material required shall be as per Annexure-1.
- The quality of the material supplied shall be strictly as per specifications mentioned as above and tenderer should clearly mention quality offered and guaranteed parameters for each parameter specified above. Penalty clauses for the non conforming C.P.Coke consignment shall be as per Annexure-IA The methods of sampling and testing to be adopted for determining the acceptable quality/specifications shall be as per Annexure-II.

2.0 **PRICE BASIS FOR TENDER :**

(i) **Overseas Supplier**

The tenderer should quote their price on CFR Visakhapatnam Port on liner term basis.. Prices should be quoted only in US Dollars. The shipment lot shall be approx 5000 MT-5200 MT packed in new LDPE/HDPE lined 50Kg bags/LDPE lined gunny bags only. The tenderer should submit offer on firm price basis for supply within 04 (four) month (Extendable to six months at the option of NALCO) from date of order. Please note that comparison will be made on landed basis at our plant considering taxes, duties & cost/expenses like port charges, inland freight, L/C charges etc. to be incurred by NALCO. At present, the indicative insurance is @ 0.02 % of CFR, port charges , storage and handling charges @ Rs.3371/MT*. Transportation charges from Vizag to Angul on railway rakes is @.1180/MT extra at actual which would be considered for evaluation. Besides, L/C opening charges @0.875% of CFR price will be considered for evaluation. But for parties taking payment on CAD basis, documentation charges @ 0.06% of CFR price will be considered for evaluation. In addition to above, a notional interest charge of 1% of CFR price will be loaded in case of overseas parties getting payment against L/C or on CAD basis. Evaluation sheet for arriving of landed price for comparison of bids will be as per Annexure-IV E

Note: * The storage & handling charges may be updated. Please referred to NALCO's website /CPP Portal for any updation in future.

(ii) **Indigenous Supplier**

The tenderer should submit their offer on the following basis:-

- A1) Price should be quoted as per price schedule at Annexure-IV.A . The quotation should be for delivery of material at Nalco's Smelter Plant, Angul, with price breakup as per Annexure-IVA
Evaluation sheet for arriving of landed price for comparison of bids will be as per Annexure-IV D.
- A2) A firm price for supply within a period of 04 (four) month (Extendable to six months at the option of NALCO) from date of order.
- A3) In case the price is not firm they should give the necessary price variation formula, if any, in the unpriced bid, along with ceiling limit on escalation. Without ceiling limit no price variation shall be considered. Offers will be evaluated on landed basis at our plant. Ceiling limit on escalation will be loaded on quoted price for evaluation.

NOTE: Offer may also be submitted on High Seas Sale basis as per format Annexure- IV C. The evaluation shall be done as per format Annexure – IV E.

3.0 TAXES & DUTIES

- Overseas bidders - To include all taxes & duties applicable in their country in the offered price and in case of any variation, the same shall be to Bidders Account. Taxes & duties applicable in India shall be to buyer's account.
- Indigenous bidders - To indicate present rate of IGST, CGST & SGST in their offer and statutory variation to the same shall be to buyer's account.

4.0 DISTRIBUTION OF QUANTITIES

- (a) Nalco would like to procure the tender quantity by placing orders on minimum 3 parties. The buyer reserves the right to conduct price negotiation if necessary and the same shall be done only with L-1 tenderer and parties will be asked to match L-1/negotiated L-1 price for distribution of order in order of pricing position in the tender. Percentage of distribution in order of pricing position in tender subject to matching the L-1 price/negotiated L-1 price will be in the ratio of 50%:30%:20%. The above distribution can be changed in the event parties eligible for ordering as per pricing position in the tender have offered/acceptable for lesser quantity. The distribution of order can be made to more than 3 parties to cover the full requirement.
- (b) The offer of the bidder will be considered only if it can supply a minimum quantity of 10% of the tender quantity rounded off to nearest full rake load (1 Rake load is approximately 2600 MT) and truck load. However, bidders can be considered acceptable for lesser quantity for ordering by buyer
- (c) Parties ,who have not supplied to Nalco earlier and have minimum supply experience of 10% of NIT quantity can be considered up to 20% of tendered quantity & order can be placed provided they are lowest tenderer in the tender. However the party will be asked to execute a trial quantity of 1 rake load (**2600 MT approx.**) (indigenous supplier)/1 shipment lot (5000-5200 MT)(Overseas supplier) of ordered quantity & depending on successful delivery of trial quantity clearance will be given for executing the balance quantity of the purchase order. If parties are not L-1, they can be considered trial order for a maximum quantity upto 10% of tender subject to they match **frozen** L-1 till the tender quantity is covered depending on their interse pricing position in the tender. However the party will be asked to execute a trial quantity of 1 rake load (**2600 MT approx**) (indigenous supplier)/1 shipment lot(**5000-5200 MT**)(Overseas supplier) of ordered quantity & depending on successful delivery of trial quantity clearance will be given for executing the balance quantity of the purchase order .
- (d) (i)The qualified MSEs participating in the tender, who have quoted within the price band of L-1 +15% can be given a chance to match with L1 price in order of their bid position and take order for supply of up to 20% of the tender quantity.
(ii) However, in case of participation of SC/ST category MSEs, 4% of tender quantity shall be reserved for placement of order on them, out of the 20% tender quantity reserved for MSEs as above, subject to matching with L-1 price in the tender.

- (iii) If there is no participation from SC/ST MSEs or when SC/ST MSEs do not match the L-1 price, then the 4% quantity reserved for them shall be available to other MSEs.
- (iv) In case of more than one such MSEs in a tender, then the supply shall be shared equally.
- (v) Up to 40% of tender quantity less the quantity considered on MSEs as at (i) above shall be reserved for Ancillary unit subject to matching with L-1 price.

In case, no MSE is participating in the tender and /or are not matching L-1 price, Ancillary units can be allowed up to 40% quantity on matching L-1 price.

When there is no participation from MSEs & Ancillary Units or when MSEs & Ancillary units do not match the L-1 price, then the reserved quantity for MSEs & Ancillary Units shall be available for other participants.

- (e) Supplier who had failed to execute our previous order and/or have not settled our claim against risk and cost procurement shall not be considered for further order under present tender.
- (f) Being a critical raw material, the company reserves the right not to accept any offer received from the allied firms, in terms of the provisions contained in NALCO's Purchase/ Contract Manual. As per Purchase Manual in determining allied firms the following factors shall be taken into consideration.

- (a) whether the Management is common;

- (b) whether majority interest in the Management is held by the partners or Directors of the blacklisted/banned/suspended Firm;

- (c) whether substantial or majority shares are owned by the blacklisted/banned/suspended Firm and by virtue of this, it has a controlling power.

In this context clause 22 of Annexure III(A) & 21 of Annexure-III(B) may be referred to.

- (g) Total quantity from overseas sources shall be limited to _____ MT subject to price being competitive.
- (h) However Buyer reserves the right to cancel the tender without assigning any reasons for the same.

5.0 **TECHNICAL LITERATURE , SUPPLY EXPERIENCE & ELIGIBILITY CRITERIA FOR CONSIDERATION OF ORDER TO BE PLACED ON THE BIDDER:**

(a)The bidders are required to submit maximum annual production and supply experience of C.P. Coke in the last 2 years i.e. 2015-16 & 2016-17 . The eligibility of quantity for a bidder shall be 20% extra over maximum of two years production, supply experience or quantity offered by vendor whichever is lower subject to having production capacity.

(b) The bidders are required to submit copies of production ;supply experience figures & production capacity as mentioned above duly certified by a chartered accountant/chartered engineer in the unpriced bid failing which their offers may be liable for rejection. As regards production capacity, the bidders must enclose copy of factory licence/consent given by pollution board to operate/acknowledgement by SIA.

(c) Tenderers/Manufacturers must enclose technical literature about the process of manufacture of material, brochure of manufacturer along with the tender. The tenderers who had not supplied previously to NALCO should submit a representative sample taken from the whole lot (preferably following sampling procedure as detailed at clause 2.2 in Annexure-II) of material proposed to be supplied in sealed package of minimum 5Kg and hand it over to the buyer alongwith the tender. The sample should meet the specification parameters as per Annexure-I. Deviations in parameters as per Annexure-IA is not applicable for sample.

(d)Name of Consumers including Aluminium Producers, to whom Calcined Petroleum Coke has been supplied by the manufacturer during the last two years (i.e. 2015-16 & 2016-17) with quantity and period of supply should also be mentioned in detailed in the tender. Tenderers who do not have sufficient experience in supply for the last two years (i.e. 2015-16 & 2016-17) are liable for rejection. The distribution of order quantity shall be based on tenderers position in tender and based on their past supply experience and supply experience to NALCO.

(e) Balance sheet in last three financial year i.e 2014-15 , 2015-16 & 2016-17 shall be submitted in the unpriced bid.

(f) The tenderers who have not previously supplied C.P.Coke to NALCO must enclose documentary evidence (invoices & B/L) for their supply experience during last 2 years (i.e. 2015-16 & 2016-17) along with the tender, otherwise their offers are liable to be ignored.

6.0. QUANTITY

(a) The quantity under present tender is _____ MT +/-5%. Tolerance of +/-5% shall be at buyer's option..

(b) The above quantity is tentative and shall not be taken as NALCO's final requirement.

(c) Quantity mentioned in the tender notice can be increased/reduced to any extent at the discretion of the Buyer.

(d) Buyer reserve full rights to reject all or any of the tenders or to accept tender either in full or a part of it or to split up the quantity without assigning any reasons. The tenderer should be prepared to accept order for any quantity decided by the Buyer, under any of the price option.

(e) One rake load is around 2600 MT. The vendors are required to quote in multiples of rake loads & accordingly purchase order will be placed in multiple of rake loads.

- (f) As far as receipts by road is concerned, the maximum quantity that can be accepted by road shall be limited to _____ MT subject to price being competitive.

7.0 DELIVERY SCHEDULE

A) OVERSEAS SUPPLY :

- (i) Shipment shall be made in 5000 MT-5200 MT lot packed in new LDPE/HDPE lined 50 Kg bags/LDPE lined gunny bags only. On CFR Visakhapatnam Port liner terms (hook point) basis.
- (ii) Supply to be made in a phased manner to be completed during a period of _____ month (Extendable to six months at the option of NALCO) from date of order.
- (iii) Exact month of shipment shall be intimated which should be adhered by seller. However the seller may offer their schedule in the unpriced bid.
- (iv) The shipment schedule is tentative and subject to changes depending upon the actual production programme of the buyer and seller shall have to regulate the supplies accordingly, if requested by the buyer.

B) INDIGENOUS SUPPLY :

- (i) The seller should arrange the transportation and delivery the material at Nalco's Smelter Plant , Angul. Supply to be made in phased manner & to be completed within a period of 04 (four) month (Extendable to six months at the option of NALCO) from the date of order. Supply to be effected as per the specific monthly despatch clearance of Buyer. Supply is to be made by rail on rake load basis only. However Buyer may consider on exceptional case for despatch by road.
- (ii) Seller should indicate their capacity to despatch maximum quantity per month in the Unpriced bid.
- (iii) The delivery schedule is subject to change depending upon the actual production programme of the buyer and seller shall have to regulate the supplies accordingly if requested by the buyer.
- C) The delivery schedule quoted must be specific and realistic. Inability of the successful tenderer to execute order in accordance with the above schedule will entitle the buyer to purchase the same from any other source at the risk and cost of the tenderer. Needless to say that such failure to adhere to the agreed shipment/delivery schedule will also be kept in view while considering their subsequent tenders.
- D) The period of delivery of the material as stipulated in the schedule shall be deemed to be the essence of the order.
- E) It should be noted that if order is placed on higher tenderer in preference to the lowest acceptable one, in consideration of earlier delivery quoted by the tenderer and

accepted by the Buyer, the supplier shall be liable to pay to the company the difference between the ordered rate and the lowest acceptable tender rate, in case tenderer fails to make complete supplies as per the terms and conditions of the order within the agreed shipment schedule incorporated in the order. This is without prejudice to other rights of the Buyer under the terms and conditions of the order.

8.0 SAMPLING & ANALYSIS & PRESHIPMENT INSPECTION :

- The sampling, testing and analysis of the materials to be supplied from your works shall confirm to our detailed testing procedure as per Annexure-II to the tender document.
- Each lot of material/consignment shall have to be accompanied by producer's weight and analysis certificate and also (for overseas supplier) to be supported by a requisite certificate issued by an internationally reputed surveyor/analyst (acceptable to the buyer) at seller cost.
- The material shall be analysed at our plant for final acceptance within 7 days of receipt of material at our plant. However, in case of any discrepancy observed with respect to any quality parameter, the reporting time may get prolonged till the arrival of supplier's representative for joint testing/analysis.
- However, a joint survey shall be conducted at our site in case of any discrepancy in the results of weights and analysis is detected at our site (to be verified within 30 days of receipt at site or 45 days from the date of receipt at the discharge port whichever is earlier) for a settlement mutually acceptable. In case of seller's failure to depute his representative(s) (at seller's cost only) within 21 days of the issue of such notice, the buyer shall have the option to appropriate the goods as per his requirement and/or reject the entire consignment, which shall be binding on the seller.
- The buyer also reserves the option to depute his representative(s) for preshipment inspection at manufacture's plant. Pre-shipment/sporadic inspection will be carried out intermittenly as per the necessity & terms & conditions of P.O to ascertain the quality of material. All expenses including boarding, lodging and local transportation etc. but excluding to and fro airfares shall be at seller's cost. In such case, material can only be shipped after obtaining specific clearance from buyer's representative(s).

For rake/ truck despatch

- The sampling, testing and analysis of the materials to be supplied from your works shall confirm to our detailed testing procedure as per Annexure-II to the tender document.
- Calcined Petroleum Coke to be supplied shall be inspected at your site and certified as to bear the same specification details as enclosed at Annexure-1. In case of any deviation/ discrepancy found in the specification of Calcined Petroleum Coke at our site at Angul, the supplier shall depute his technical representative to visit the buyer's plant for joint analysis for determination of Penalty / Rejection.
- The supplier has to send their representative to be present at the time of sample

collection of C.P.Coke for each rake/truck(s) during unloading from conveyor belt or platform and to accompany at laboratory during sample preparation

- Samples after reducing will be divided into two parts and one part will be sealed and kept at Smelter Laboratory for future probable joint analysis. The supplier can use their own seal
- Size fraction analysis will be done in their presence & the representative can go back after sealing the relevant samples with proper identification.
- Arrangement for gate-pass will be coordinated by Laboratory Executives with CISF as & when required even at odd hour
- In case of non-arrival from supplier, the preserved sample in Laboratory will be considered for joint analysis, in case of deviation/discrepancy found for any parameter during analysis

9.0 VALIDITY

The tender should be valid for acceptance till end of 90 days from the date of opening of the tender. Tender with lesser validity will be liable for rejection at the discretion of the buyer.

10.0 EARNEST MONEY DEPOSIT

The offer must be accompanied by Earnest Money for a value of Rs. 25,00,000/- (Rupees Twenty five Lakh only) or Equivalent US Dollars by Demand Draft or by way of Bank Guarantee (as per proforma at Annexure-IX). The indigenous suppliers should submit EMD in the form as mentioned above preferably issued by State Bank of India, Commercial Branch, Bhubaneswar or from any of the standardised banks as per list enclosed at Annexure-IX. In case of overseas supplier the EMD shall be obtained from any of the standardised banks as per list enclosed at Annexure-IX based on counter bank guarantee given by foreign bank.

The wording of BG should be strictly as per proforma at Annexure-IX and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank.

The seller shall ensure that the issuing bank must send the original bank guarantee directly to the addressee given in clause 8.5 of Annexure-VI below under speed post or registered post (AD) so as to reach the addressee prior to submission date of tender.

Mr. B.D.Mohanty, DGM (Materials),
National Aluminium Co. Ltd., NALCO BHAWAN, P/1,
Nayapalii, Bhubaneswar - 751 013
Odisha, INDIA

The bidder/supplier will submit the photocopy of the bank guarantee self certified mentioning despatch reference of the bank in the unpriced bid

The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to the buyer.

The Earnest Money shall be kept deposited (or the bank guarantee) as the case may be shall remain undischarged for such period as may be specified for keeping the tender open. The earnest Money will not earn any interest.

If the tenderer after submitting his tender, revokes his offer or modifies the term & conditions thereof in a manner not acceptable to the Purchaser, the Earnest Money/Bank Guarantee shall be liable to be forfeited/enforced. Tenders not accompanied by Earnest Money/Bank Guarantee will not be considered.

Tenderers who are covered under public Sector, Govt. Agencies and the Firms registered with DGS&D/NSIC/District Industries Centres(DIC)/Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board (KVIB)/Cair Board/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (If registered for production/supply of C.P.Coke) shall be exempted from submission of above Earnest Money, subject to submission of valid registration certificate acceptable to buyer.

After finalisation of the tender, the EMD of unsuccessful tenderer shall be refunded to respective tenderer. The EMD of successful tenderer shall be refunded after submission of Performance Bank Guarantee.

10.0 INSURANCE :

Transit insurance for indigenous supply shall be to the account of seller.

10.1 MARINE INSURANCE :

Insurance shall be arranged by the Buyer at his cost from the F.O.B stage/port of shipment. At least two weeks before shipment, the Seller shall send an advance intimation to :

M/s HDFC Ergo General Insurance Co. Ltd.

2nd. Floor, 6-3-346/1,

Opposite Jalagam Vengal Rao Park,

Road No. 1, Banjara Hills (Above Scotia Bank),

Hyderabad - 500 034

Contact Person: Mr. Srinivas A. Somayajula

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E-mail: srinivas.somayajulu@hdfcergo.com

With a copy to the Buyer at Bhubaneswar regarding anticipated shipment. Later on, within 48 hours of each shipment, the seller shall send a cable to Insurance Company and buyer intimating full details of shipment giving contract No. Name of Vessel, Port of shipment, Port of discharge, material weight, total value of shipment so that Insurance Company shall issue necessary insurance policy for the shipped material against Buyer's Open Policy.

The risks that are to be covered under the insurance shall include, but not limited to the loss or damage in transit, theft, pilferage, riot, civil commotion, weather condition, accidents of all kinds, fire, war risk etc. The scope of such insurance shall cover the

entire value of supply from time to time.

Note: For offers on High Seas Sale terms, marine insurance till delivery of consignment at Vizag port shall be kept in seller's scope. As such, bidder may indicate marine insurance charges for the purpose in percentage terms of CFR Price for delivery on CIF Visakhapatnam Sea port terms. However, please note that evaluation for determining interse position shall be done considering the marine insurance charges as per NALCO's Open Policy.

11.0 PERFORMANCE GUARANTEE BOND :

The seller shall furnish a performance Bank Guarantee Bond as per the enclosed proforma, within 21 days from the date of issue of Letter of Intent/Telex of Intent by the Buyer, for an amount equivalent to 10% of the value of the order, valid for six months after the arrival of last lot at Angul.

The performance bank guarantee should be issued preferably by State Bank of India, Commercial Branch, Bhubaneswar or any of the standardised banks as per list enclosed at Annexure-X. In case of overseas supplier the bank guarantee shall be obtain from any of the standardised banks as per list enclosed at Annexure-X based on counter bank guarantee given by foreign bank.

The wording of BG should be strictly as per proforma at Annexure-X and no deviation to the same shall be permitted .Seller is required to ensure the same from the issuing bank

The indigenous seller shall ensure that the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Smelter plant, Angul-759145, Orissa. Attn. AGM(Finance) under speed post or registered post (AD) so as to reach the addressee within 21 days of order.

The overseas seller shall ensure that the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Nalco Bhavan P/1, Nayapalli,Bhubaneswar-751013,(Orissa), Orissa. Attn. General Manager(Materials) under speed post or registered post (AD) so as to reach the addressee within 21 days of order

The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to the buyer.

In case furnishing of an acceptable P.G. Bond is delayed by the seller beyond the period provided above, Liquidated Damage, as provided in Liquidated Damages clause for the period of delay in submission of the Bond shall be levied. Alternatively, the buyer may declare the order as terminated and enforce the clause of default.

The P.G. Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the order. Initial

validity shall be six months beyond the date of arrival of last consignment at Angul, provided that before the expiry of the date of validity of the P.G. Bond the seller on being called upon by the buyer from time to time obtain from the Guarantor Bank, extension of time for validity there off for a period of six months on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of an appropriate value reach the buyer at least fifteen days before the date of expiry of the P.G. Bond on each occasion. Failure to extend the P.G. Bond shall entail termination of the order and shall constitute breach of contract.

As and when an amendment is issued to the order, the seller shall within fifteen days of the receipt of such an amendment furnish to the buyer an amendment to the P.G. Bond rendering the same valid for the order as amended.

The P.G. Bond and/or any amendment there to shall be executed on a non-judicial stamped paper of requisite value in accordance with the laws of the country in which the same is are executed by the party competent to do so. On satisfactory performance and completion of the order in all respect, the P.G. Bond will be returned to the seller even before the expiry of CPBG.

12.0 LIQUIDATED DAMAGES :

Delivery period is the essence of the contract and the material should be dispatched within this time, failing which, buyer without prejudice to its rights under the contract shall have the option either to reduce the price @ ½% of the value of the undelivered quantity per week or part thereof subject to a maximum of 5% of the undelivered portion/the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the seller”.

However seller will not be held responsible for delays caused by buyer's shipping advices. However such liquidated damages shall not apply to any period of extension which would be granted by the buyer under "Force Majeure" conditions as per clause No.14 hereunder. Imposition of liquidated damages shall be without prejudice to the rights of the company to terminate the order and get it executed through alternative sources at the risk and cost of the seller. This is without prejudice to any other rights under the contract.

13.0 DEFAULT :

Should the seller fail to have the material ready for delivery by the time or times or times agreed upon or should the seller in any manner/or otherwise fail to perform the order should it have a receiving order made against it or made or entered into any agreement or compotions with creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the buyer shall have the power to declare the order as at an end at the risk and cost of the seller in every way. In such a case, the seller shall be liable for any liquidated damages which the buyer may be put to, incur or sustain by reasons of/or in connection with the seller's default, or on account of risk purchase.

14.0 FORCE MAJEURE :

If at any time during the continuance of the order, the performance, in whole or in part by either party, or any obligations under the order, shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy civil commotion, sabotage, fires, floods, explosion epidemics quarantine restrictions, which affects the execution of this order directly or acts of God (hereinafter referred to as events) then provided a notice of the happening of any such event is given by either party to other by Fax within 48 hours from the date of occurrence thereof, neither party shall by reasons of such events be entitled to terminate this order nor shall any party have any claim for damages against the order in respect of such non-performance or delay in performance and delivery under this order shall be resumed as soon as practicable after such an event has come to an end or ceased to exist provided it can be done within 60 (sixty) days time from the date of commencement of the event, provided further that if the performance in whole or part of any obligation under this order is prevented or delayed by reasons of any such event for a period exceeding sixty days either party may at its option, terminate the order. Provided also that if the order is terminated under this clause, the buyer shall be at liberty to take over from the seller all the completed materials, already produced against the order, at the ordered price.

15.0 RISK PURCHASE :

The cancellation of order as stated in the above Default clause may be either for whole or part of the order at the buyer's option. However, before such cancellation the buyer shall give four week notice to the seller for taking corrective action and in case necessary corrective action is not taken by the seller to buyer's satisfaction within the said period of four week, buyer shall be at liberty to terminate the order in part or whole and he may procure, upon such terms and in such manner as he deems appropriate, supplies or services similar to those so terminated and the seller shall be liable to the buyer for any losses, excess costs for such/similar supplies or services provided that the seller should continue the performance of the order to the extent not terminated under the provisions of this clause. If in the opinion of buyer, the seller shall not be able to cure the default even after notice, such notice shall not be necessary and the buyer may terminate the order at the risk and cost of the seller.

16.0 ARBITRATION :

All disputes or differences arising under the contract whether during or after completion of the contract or whether before or after determination, for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the CMD, NALCO who shall be Appointing Authority who will send within thirty days of receipt of the notice to the seller a panel of three names of persons. The contractor shall on receipt of the names as referred select any one of the person name to be Appointed as a sole arbitrator and communicate his name to the Appointing Authority shall there upon Appoint the said person as the sole Arbitrator.

If the seller fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable to/unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever sole arbitrator shall be appointed as aforesaid. The work under the contract shall not be stopped during the arbitration proceedings.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

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

The venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants, it may, as and when required, be held at the place where the site of work is situated.

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

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

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

17.0 PAYMENT TERMS :

(i) OVERSEAS SUPPLY :

Full payment for each consignment excluding India Agency Commission, if any, shall be made against presentation of shipping documents through an irrevocable Letter of Credit. The L/C shall be opened by Buyer's bank in India and shall be advised through buyer's corresponding bank in Seller's country. All bank charges outside India including L/C confirmation charges (if required by seller) shall be Seller's account. The buyer prefer not to have any direct

involvement with any Indian Agency for transaction between overseas supplier and buyer. However, if the tenderer decides that such a situation is unavoidable, then they may engage Indian agent. Indian Agency Commission, if any, shall however be paid only directly to the agent in India in equivalent Indian rupees against each shipment. In case, the overseas supplier wish to appoint any Agent in India, the said Indian Agent must get himself registered with NALCO after submitting a photo copy of the agreement between the overseas supplier and the Indian agent which must clearly indicate the role of the Indian agent, his functions *in line with Annexure-XI* and the details of agency commission to be payable to them. Indian agent commission shall be paid against each shipment after clearance of the cargo at port of discharge on submission of invoice by Indian agent. The exchange rate for conversions

shall be as applicable on the date of negotiation of documents under L/C. Indian Agent commission shall be paid after deduction of income tax as per rules applicable at that time.

Payment on CAD basis will be done through SBI, Commercial Branch, BHUBANESWAR

(ii) INDIGENOUS SUPPLY :

100% Payment including full taxes and the freight charges shall be payable on receipt of material, invoice, challan & receipt of GR by Deputy General Manager (Finance), National Aluminium Company Limited, Smelter Plant, Angul, Orissa. The GST shall be payable only on submission of GST Invoice in conformity with the GST rules prevailing at the time of supply to enable buyer to avail Input Tax Credit. The payment shall made through e-payment. Bank charges, if any shall be to the account of Buyer. The seller is to furnish bank mandate form for e-payment

18.0 DESPATCH ARRANGEMENT :
OVERSEAS SUPPLY :

Buyer shall place order on CFR Visakhapatnam basis. The terms and conditions for CFR contract are covered under General Purchase Condition (Import). Seller should arrange shipment through Indian Flag Vessel wherever possible, for shipment on liner term basis.

The bill of Lading shall indicate the following :

SHIPPER: Seller

CONSIGNEE : National Aluminium Company Ltd.,
Smelter Plant, Angul.
Orissa (India)
Attn.: AGM (Materials).

INDIGENOUS SUPPLY :

The seller shall make necessary arrangement for transportation and timely delivery of the material at Buyer's site at Angul. The basis of billing and payment of each supply will be based on weights/analysis recorded at our end. The supplies to be made as per details given below, consignment to be despatched to :-

CONSIGNEE : National Aluminium Company Ltd.,
Smelter Plant, Angul.
Orissa (India)
Attn.: AGM (Materials).

MODE OF DESPATCH : 1. By goods train on rake load basis.
2. By Trucks (for exceptional cases)

DESTINATION : 1. NALCO Exchange Yard, Budhapank
S.E.Railway. (For train loads.)
2. Smelter Plant at Angul.

19.0 REPLACEMENT OF DAMAGED MATERIAL :

In the event of any material being found damaged during transit, the seller shall replace such damaged material with the material of ordered quality within one month of receiving an intimation in this regard from the Buyer, as per the Purchase order price and such replaced material shall be duly guaranteed as per terms and conditions stipulated herein before.

20.0 LEGAL INTERPRETATION :

The order shall be governed by the laws of India for the time being in force and as may be amended from time to time and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.

21.0 EXECUTION :

The whole order will be executed to the entire satisfaction of the Buyer.
The order shall be governed by these terms and conditions read with our General purchase conditions for indigenous purchase/import purchase. No other terms and conditions of the tenderers whatsoever, shall be applicable to the order. In case of conflict, the above conditions will have precedence over the general purchase conditions for indigenous purchase/import purchase.

22.0 WEIGHTMENT TOLERANCE :

- (a) Provisional payment will be made as per challan quantity subject to actual weightment of individual rake at our weigh bridge is within $\pm 1\%$. If shortage in any rake exceeds 1%, payment shall be released provisionally as per weightment recorded at our site
- (b) After total order quantity is supplied, the total of challan quantities and actual received quantities as per our weightment will be compared. If the difference remains within $\pm 0.5\%$ the challaned quantity will be considered acceptable as

received quantity. However any loss on account of nonavailability of ITC for shortage in individual rake will be to seller's account. However, if shortage is beyond 0.5% recovery of total shortage will be made from your invoice. No additional payment will be made if actual received quantity is more than +0.5% of the challaned quantity.

23. We are SA 8000 certified company. It is expected that our suppliers/service providers confirm to the requirements of this international standard SA8000-2008. The survey questionnaire(attached) may please be filled & sent along with the bid document (Annexure-V)
24. The tenderer must sign the integrity pact duly filled in as per Annexure-XII & submit the same alongwith unpriced bid. The nominated Independent External Monitor (IEM) of Nalco for this NIT is as below who will oversee the compliance to integrity pact.

Name of IEM:

Address:

Contact Dtails:

Landline No: ,Mobile No;

email:

25. Bidders to note the following:

- i. Complete offer including EMD, duly filled in Integrity Pact format, must reach on or before due date of offer submission, failing which offer shall be liable for rejection.
- ii. EMD bank guarantee should be valid for 6 months (including claim period) beyond validity of offer.

26.0 SUBMISSION OF BIDS :

The tenderers desirous to quote on the above basis must submit their offer as per detailed information at Annexure-VI .

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

for & on behalf of National Aluminium Company
Limited

Signature :

Name : B.D.Mohanty

Designation : Dy. General Manager (Materials)

Email ID : bibhu.mohanty@nalcoindia.co.in

UNPRICED
TENDER FOR SUPPLY OF CALCINED PETROLEUM COKE (INDIGENOUS)
(To be filled in by the Tenderer)

1. Offer of M/s. :
(Name & Complete Address of Tenderer)
- Fax No. :
Telex No. :
Telephone No. :
E-mail Address :
Cable Address :
Name of Contact person:
Name of CEO:
Contact Telephone No/Mobile No..
Email:
GSTN & HSN Code
2. (i) Name and Address of the Manufacturer :
- (ii) Location of the plant from where supplies shall :
be made .
- (iii) Annual production capacity :
- (iv) Quantity booked by Supplier (Present orders :
with the supplier for all customers)
- (v) Please confirm document regarding Production :
capacity like factory license / Consent given
by Pollution Control Board to operate /
acknowledgement by SIA is submitted
- (vi) GSTN no. & HSN code of Manufacturer :
3. (a) Whether specification of the material offered is : YES/NO
strictly as per ANNEXURE-I
- (b) If yes, give details of the result of typical : Submitted/Not submitted
sample analysis and Code/Standard adopted for
sampling and analysis along-with guaranteed
value against each parameter as per Annexure-
1B format.
- (c) Please confirm acceptance to method of testing :
and sampling as per Annexure-II.
- (d) Please confirm acceptance to Penalty clauses :
for the non conforming C.P.Coke consignment

as per Annexure-IA.

4. Validity of the Offer (Minimum 90 days) :

5. (i) Quantity offered

(ii) Indicate monthly committed rate of supply :

6(i) Tenderers/Manufacturers to submit technical literature about the process of manufacture of material, brochure of manufacturer alongwith the tender Submitted/Not submitted

(ii) The tenderers who had not supplied previously to Nalco have to submit a representative sample of material proposed to be supplied in sealed package of 5 Kg & hand it over to buyer alongwith the tender Sample Submitted/Not applicable

(iii) Indicate past supply experience of last two (i.e. : (i.e. 2015-16 & 2016-17) years as follows

<u>Year</u>	<u>Qty. Supplied</u>	<u>Name of Party</u>	<u>Whether under supply contract or conversion contract</u>
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(iv) Please give production & turnover information : for last 2 years (i.e. 2015-16 & 2016-17) along with balance sheet for each year as per follows

<u>Year</u>	<u>Production in MT</u>	<u>Turnover in Rs.</u>	<u>Whether Balance Sheet Submitted</u>
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(v) Please confirm supply shall be made by rake : load only and also please indicate. No of rakes despatched during last two (i.e. 2015-16 & 2016-17) years as follows.

<u>Year</u>	<u>No. of Rakes</u>	<u>Name of Parties to whom supplied</u>
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(vi) Whether rake loading facility available at : Available/Not Available manufacturing plant.

If not available then please indicate nearest rake loading facility and covered storage availability for storing rake load material.

- (v) Please confirm you have submitted Balance sheet last three financial year i.e. 2014-15, 2015-16 & 2016-17.
7. Confirm if packing is offered in new LDPE/ HDPE lined 50 Kg.Bags/LDPE lined gunny bags only (*50 Kg bags packed in 1 MT jumbo bags or loose material packed in bags other than 50 Kg bags or 1 MT Jumbo bags is not acceptable*). YES/NO
- 8.(i) Confirm quoted prices are on FOR destination including charges for packing, loading and forwarding & Freight charge.
- (ii) Confirm quoted freight is firm and included in Transaction Value
9. (i) Confirm quoted prices as above will remain firm and fixed till complete execution of the order.
- (ii) Any other condition mentioned in price bid should be mentioned here. Otherwise offer shall be liable for rejection
- 10.(i) Indicate present rate of GST (i.e. IGST /CGST&SGST) applicable
- (ii) whether the same is excluded from the quoted price.
- (iii) Confirm ITC enable GST Invoice shall be submitted as per GST rule to enable buyer to avail ITC (Input Tax Credit)
11. Confirm Transit Insurance is included the quoted price.
12. Confirm requisite Bank Guarantee/Demand Draft towards EMD has been submitted.
13. Confirm that Performance Bank Guarantee for 10% of Order Value will be furnished as per attached terms and conditions.

14. Indicate shortest period for commencement of :
despatch which will be counted from date of
Telefax/Letter of Intent, if placed. Date of
RR/LR will be considered as delivery
completion date.
15. To pay Liquidated Damage for delayed :
delivery as per Clause No. 12.0 of Tender
Notice.
- 16.(i) Confirm acceptance to our Clause No. 4.0 of :
Tender Notice regarding Quantity.
- (ii) Confirm specific acceptance to our Clause No. :
15.0 of "Tender Notice" covering the operation
Risk Purchase Clause.
17. Confirm acceptance of Part Order. :
18. Please confirm that along with the Unpriced :
bid you have furnished a copy of last three
years (i.e. 2014-15, 2015-16 & 2016-17)
Balance Sheet/Financial Account.
19. Please confirm acceptance to Payment Terms :
as per Clause No. 17.0 of Tender Notice.
20. Name of directors in the board of your
company & percentage of shares hold by them
- 21 (i)Do you have any allied firm

(ii) If Yes, please furnish the following details.

(a) Name of the allied firm(s)

(b) Name of Directors in the board of allied
firm(s)

(c) Percentage of share held by them in the
allied firm(s)

(d)Confirm that you have furnished alongwith
unpriced bid a copy of last three years (i.e.

2014-15, 2015-16 & 2016-17) Balance Sheet/Financial Account of the allied firm(s)

23. Please confirm acceptance to all other Terms : and Conditions mentioned in the Tender.
24. In case of reservation to any terms & : conditions of tender confirm clause-wise comments have been specified.
25. Please confirm that along with the Unpriced : bid you have submitted a **copy of price bid proforma with price figure deleted.**
26. Whether SA-8000 format duly filled in submitted.
27. Confirm whether you are a MSE unit with valid registration.
 - i) Confirm whether you are SC/ST MSE unit with valid registration.
 - ii) Confirm whether you are a ancillary unit of NALCO with valid registration.
28. Please confirm that your plant has got valid: : statutory clearances including clearance from Pollution Control Board and the plant is in operational condition.
29. Please confirm delivery within ___ month (Extendable to six months at the option of NALCO) from order.
30. For Agents:
 - (i) Please confirm whether you are a agent of your principal
 - (ii) If yes, Pl. confirm necessary documentation as per Annexure-XI is submitted
31. Please confirm pre contract integrity pact as : per Annexure-XII duly filled in & signed submitted

33. We confirm,
- (a) We have read the Buyer's terms and conditions contained in their Tender Notice and also their General Terms and Conditions and Instructions to Tenderers and hereby agree to abide by the same.
 - (b) The firm delivery schedule as well as other information for delivering the material stated above forms an integral part of this offer.

Signature of the Tenderer

PLACE :

Name :

DATE :

Designation :

Seal :

Annexure-III A Contd.

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI

To
National Aluminium Company Limited,

Dear Sir,

Sub: Authorization for release of payment due from NALCO, -----
 -- through Electronic fund transfer(RBI-EFT)/Internet / RTGS.
 Refer Order No.....dt.....and/or Tender/Enquiry/Letter No.....dt.....

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

1. Name of the 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											
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)											
Account Type	Savings ف			Current ف			Cash Credit ف				
Account Number(as appearing in the Cheque Book)											
RTGS / IFSC Code											

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

Place:
 Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:
 Date:

(Signature of the Authorized Official from the Banks)

N.B. : RBI EFT / RTGS facilities Centre:
 New Delhi, Chandigarh, Kanpur, Jaipur, Ahmedabad, Mumbai, Nagpur, Hyderabad, Bangalore, Chennai,
 Trivandrum, Kolkata, Bhubaneswar, Guwahati, Patna.

N.B. : RTGS charges if any, is to be borne by the party.

Annexure-III(continued)

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET

To
National Aluminium Company Limited,

.Dear Sir,

Sub: Authorisation for release of payment due from NALCO, -----
_through Electronic fund transfer by Internet Mode .

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																	
Account Type	Savings	ف	Current	ف	Cash Credit										ف					
Account Number(as appearing in the Cheque Book)																				

Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number .

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.

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

UNPRICED
TENDER FOR SUPPLY OF CALCINED PETROLEUM COKE (OVERSEAS)
(To be filled in by the Tenderer)

Note: This Proforma is applicable also for offer on High Seas Sale Terms

1. Offer of M/s. :
(Name & Complete Address of Tenderer)
- Fax No. :
Telex No. :
Telephone No. :
E-mail Address :
Cable Address :
Contact person :
Name of CEO :
Contact telephone No. :
Email:

Note : Authorisation Letter must accompany, if offer is being submitted by an agent of India.

2. Name and Address of the Supplier/Principal :
Fax No. :
Telex No. :
Telephone No. :
E-mail Address :
Cable Address :
Contact person:
Name of CEO :
Contact telephone No. :
3. (i) Name and Address of the Manufacturer :
(ii) Location of the plant from where supplies :
shall be made. :
(iii) Annual production capacity :
(iv) Confirm authorization letter of manufacturer :
is enclosed for offered quantity :
(v) Quantity booked by Supplier (Present orders :
with supplier for all Customers) :
- (vi) Please confirm document regarding
Production capacity like factory license /
Consent given by Pollution Control Board
to operate / acknowledgement by SIA
is submitted
:

4. Name and Address of the Indian Agent, if any :
5. (a) Whether specification of the material offered is strictly as per ANNEXURE-I of this Tender. : YES/NO
- (b) If yes, give details of the result of typical (sample) analysis and Code/Standard adopted for sampling and analysis along-with guaranteed specification of material as per Annexure -1B format : Submitted/Not submitted
- (c) Please confirm acceptance to method of Testing and Sampling as per Annexure-II. :
- (d) Please confirm acceptance to Penalty clauses for the non conforming C.P.Coke consignment as per Annexure-IA. :
6. Validity of the Offer (Minimum 90 days) :
7. Quantity offered :
- 8 Please confirm supply shall be made packed in new LDPE/HDPE lined 50 Kg bags/LDPE lined gunny bags only .(50 Kg bags packed in 1 MT jumbo bags or loose material packed in bags other than 50 Kg bags or 1 MT jumbo bags is not acceptable)
- 9(i) Tenderers/Manufacturers to submit technical literature about the process of manufacture of material, brochure of manufacturer alongwith the tender : Submitted/Not submitted
- (ii) The tenderers who had not supplied previously to Nalco have to submit a representative sample of material proposed to be supplied in sealed package of 5 Kg & hand it over to buyer alongwith the tender : Sample Submitted/Not applicable
- (iii) Indicate past supply experience of last two years (i.e. 2015-16 & 2016-17) as follows :

- Year Qty. Supplied Name of Party

10. Please give production & turnover information :
for last 2 (i.e. 2015-16 & 2016-17) years
along with balance sheet for each year as per
follows

Year Production in MT Turnover .

Whether Balance
Sheet Submit

10.1 Please confirm you have submitted Balance
sheet last three financial year i.e 2014-15,
2015-16 & 2016-17.

11. Confirm price quoted is firm on CFR
Visakhapatnam basis, the same should be CFR:
on liner term basis

12.(i) Confirm firm price is quoted for supply till :
complete execution of the order.

(ii) Any other condition mentioned in price bid
should be mentioned here. Otherwise offer
shall be liable for rejection

13.(a)-i Whether agree for preshipment inspection
for sampling, analysis and weighment by an
Independent Surveyor, acceptable to the
buyer at Seller's Cost.

(a-ii) Please indicate the name of Independent :
Surveyor for buyer's acceptance.

(b) Whether agree for preshipment sampling, :
analysis and weighment of material at
manufacturer's work by Buyer's
Representative at Seller's Cost, if and when
considered necessary.

- (c) Whether agree for Joint Survey at Owner's :
Cost in case of any discrepancy found at the
receiving point of Buyer's Plant in India,
and prorata cost appropriation and/or
rejection of material by the Buyer if
discrepancy is confirmed.
- (d) Suppliers offering delivery per vessel,
please confirm Marine Insurance charges in
%age of CFR in reference to Note of clause
no. 10.1 of NIT.
14. FIRM DELIVERY SCHEDULE :
- (i) Minimum period for delivery of each :
consignment at smelter plant. from date of
order
- (ii) Please indicate delivery schedule for :
quantity offered,
- (iii) please confirm delivery within _____
month (Extendable to six months at the
option of NALCO) from order.
- (iv) Indicate Port of shipment & load port
details
15. CONFIRM, IF AGREEABLE :
- (i) To submit necessary Performance Bank :
Guarantee @ 10% of the Order Value as per
Clause No. 11.0 of Tender Notice.
- (ii) To pay Liquidated Damage for delayed :
shipments as per Clause No. 12.0 of Tender
Notice.
16. Please confirm, :
- (a) Whether EMD as per Clause No. 10.0 of :
Tender Notice submitted.
- (b) Whether Sales Records/Technical details :
etc. as per Clause No. 5.0 of Tender Notice
submitted.
17. Specific acceptance to our Clause No. 15.0 :
of "Tender Notice" covering the operation
Risk Purchase Clause.

18. Confirm acceptance of Part Order. :
19. Name of Directors on the board of your company & percentage of shares hold by them
20. Please confirm that along with the Unpriced Bid, you have furnished a copy of last three years (i.e. 2014-15, 2015-16 & 2016-17) Balance Sheet/Financial Account
21. (i) Do you have any allied firm
- (ii) If Yes, please furnish the following details.
- (a) Name of the allied firm(s)
- (b) Name of Directors in the board of allied firm(s)
- © Percentage of share held by them in the allied firm(s)
- (d) Confirm that you have furnished along with unpriced bid a copy of last three years (i.e. 2014-15, 2015-16 & 2016-17) Balance Sheet/Financial Account of the allied firm(s)
22. Confirm acceptance to all other Terms and Conditions mentioned in the Tender. :
23. In case of reservation to any terms & conditions of tender confirm clause-wise comments have been specified. :
24. Please confirm acceptance to Payment Terms as per Clause No. 17.0 of Tender Notice. :
- A) Confirm whether payment is against L/C
- B) Confirm whether payment is against CAD
25. Please confirm that along with the Unpriced bid you have submitted a **copy of price bid proforma with price figure deleted.** :

- 26 Whether SA-8000 format duly filled in submitted
27. Please confirm that your plant has got valid statutory clearances including clearance from Pollution Control Board and the plant is in operational condition.
28. For Agents :
- (i) Please confirm whether you are a agent of your principal.
 - (ii) If yes, please confirm necessary documentation as per Annexure-XI is submitted
29. Pl. Confirm Integrity pact as per Annexure-XII duly filled in & signed submitted along with un-price bids
30. We confirm,
- (a) We have read the Buyer's terms and conditions contained in their Tender Notice and also their General Terms and Conditions governing import and hereby agree to abide by the same.
 - (b) The firm shipment schedule as well as other information for shipping of the material stated above forms an integral part of this offer.

PLACE :

DATE :

Signature of the Tenderer

Name :

Designation :

Seal :

Supply prices shall be evaluated as follows:

ANNEXURE-IV A

(i) FOR INDIGENOUS VENDORS

Sl. No.	Element of price	Rs. /PMT
1	Basic price, Ex-works Inclusive of Packing/bagging, loading & forwarding Charges	
2	Committed freight charges upto Smelter Plant at Angul.	
3	Sub-total-I (1 +2) TRANSACTION VALUE	
4	(i) IGST @ 18% (on sl. No. 3) or (ii) CGST @9% (on sl.no. 3) & SGST @9% (on sl.no. 3)	
5	Sub-total-II (3+4)	
6	a) Less: ITC (i.e. sl. no. 4(i))	
	b) (i) Less CGST Credit @ 9% & (ii)Less SGST Credit @ 9%	
7	Net Landed (net of ITC) (5-6)	

(ITC shall be considered only subject to submission of ITC enable documents as per GST rules & regulation).

In the event of statutory variation of taxes and duties , revised rates as applicable shall be considered for evaluation

ANNEXURE-IV B

FOR OVERSEAS VENDORS /HIGH SEAS SALE

Sl. No.	Element of price	USD /PMT
1	Basic price (in USD/MT) of CFR, Visakhapatnam Basis	
		Rs./PMT
2	Basic price (in Rs./MT) of CFR, Visakhapatnam Basis considering 1 USD = Rs.....(As per Reserve Bank of India Exchange Rate on Part-I bid opening date)/High Seas Sale Basic Price (in Rs./MT) of CFR, Visakhapatnam	
3	Marine Insurance @ 0.02%	
4	Sub-total-I (2+3)	
5	Landing Charges @ 1% on 4	
6	Sub-total II (4+5)	
7	Basic Custom Duty @ 2.5% on 6	
8	Sub-total-III (6+7)	
9	Total Custom E-cess @ 3% on CD (i.e. on 7)	
10	Sub-total-IV(8+9)	
11	IGST @ 18% on sub-total-IV (sl.no.10)	
12 (i)	Storage & Handling charges @3371/MT*	
(ii)	Railway Freight from Vizag to Angul@Rs.1180.09 per MT	
13	GST @ 5% on Transportation Charges sl. no. 12 (ii)	
14	Sub-total-V (10+11+12+13)	
15	Loading for payment term (i) Payment under CAD basis @ 0.06% of CFR price (ii) Payment against L/C basis @ 0.875% of CFR price (iii) Payment against documents through Bank @ 1% on CFR Price	
16	Sub – total -VII (14+15)	
17	Less IGST @ 18% {11}	
18	Less GST @ 5% (13)	
19	Net Landed net of ITC (16-17-18)	

In the event of statutory variation of taxes and duties, revised rates as applicable shall be considered for evaluation.

*The storage & handling charges may be updated. Please referred to NALCO's website/CPP Portal for any updation in future.

ANNEXURE-VI

NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)
Bhubaneswar (Orissa)

INSTRUCTIONS TO TENDERERS

1. At any time prior to the bid due date, NALCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document and issue amendment in the form of Addendum.
2. Any addendum/Corrigendum thus issued will become part of bidding document and bidder shall submit original addendum/ compliance letter duly signed and stamped in token of his acceptance. The addendum/Corrigendum , if any will be published only in NALCO's tender site & CPP Portal. Hence bidders are advised to check these sites for any addendum/Corrigendum
3. In order to afford prospective Bidders, reasonable time in which to take the amendment into account in preparing their bids, NALCO may, at its discretion, extend the bid due date.
4. Bidder can download the complete set of tender documents which is available in our website www.nalcoindia.com and also in the website www.eprocure.gov.in.
5. Bidders shall treat the tender documents and contents therein as strictly confidential.
6. The tender document is and shall remain the exclusive property of the OWNER without any right to bidder to use them for any purpose except for the purpose of bidding.
7. The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. The Tender 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 sl. no. of Tender Document) by the Bidder. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in the rejection of his bid.
8. **SUBMISSION OF BID:**
 - 8.1 The bid due date for the tender is **00/00/2017, 13:00 Hrs. (IST)**.

- 8.2 The bids are to be submitted online before the bid due date and time through our SRM - 7 portal, by logging into our website www.nalcoindia.com. For online submission of bids, the bidders should have a **valid Class - III Digital signature certificate issued by Authorized Certifying Authority**. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

In case of any difficulty in submission of online bid through our SRM - 7 portal, the bidders are requested to contact the following persons:

- (i) Mr. Tapan Samantaray, SM (Matls.), e-mail id: tapan.samantray@nalcoindia.co.in
Mob – 09437022746 (ERP Team)
- (ii) Mr.A.K.Maity, Mgr(Matls.) e-mail: anup.maity@nalcoindia.co.in
Mob: +91 9937007103 Landline: +91 674 2300 777
- (iii) Ms. B.D.Mohanty,DGM(Matls) e-mail: bibhu.mohanty@nalcoindia.co.in
Mob: +91 9437561995 Landline: +91 674 2301 235

- 8.3 The bids are to be submitted in two parts – unpriced(techno-commercial) and priced

8.3.1 Techno - commercial (unpriced)Bid should contain the following:

- (i) Commercial details
- (ii) The Price - Schedule (without Price figures).

IMPORTANT: The unpriced bid is required to be submitted online under the “C-folder”

8.3.2 Price Bid:

Price Bids should contain the prices strictly as per format attached with the tender documents. Prices shall not appear anywhere else in the offer.

The bidder will quote their prices as per our Price Bid Proforma (IVA/IVB/IVC)and upload the scanned copy of the format onto our SRM - 7 portal. The priced bid is required to be submitted under the tab “attachment”.

- 8.4 For Un- priced Bid, the bidder must prepare all the required documents and then upload the soft copies of the documents to our SRM - 7 portal. However, wherever in the tender documents the bidder has been asked to submit the scanned copies of documents, the vendor shall upload the scanned copies and then send the original hard copy of the document/s in a sealed envelope (for eg- EMD) . The sealed envelope should be superscribed with the Tender No. and on the cover , list of the documents enclosed should be clearly indicated. The sealed envelope should be sent to the address given below so as to reach us before the bid due date and time. Or else, the offer may be liable for rejection.

- 8.5 Additionally, bidders are also advised to submit hard copy (offline) of such bid in sealed cover separately (both un-priced and priced) within the due date and time, complete in all respect along with all relevant documents as mentioned at 8.3.1 and 8.3.2 above in the following manner:

Unpriced Bid : In sealed envelope superscribing “Unpriced bid for Supply of Calcined Petroleum Coke Tender Notice no. NBC/MM/02/GTN/CPC/2017 dtd. 00.00.2017” shall consist of

- i. Duly filled in unpriced bid proforma for Indigenous offer (Annexure – IIIA)
or
 - ii. Duly filled in unpriced bid proforma for Overseas offer/High Seas Sale (Annexure – IIIB)
- and
- iii. Earnest Money Deposit

Priced Bid : In sealed envelope superscribing “Priced bid for Supply of Calcined Petroleum Coke against Tender Notice no. NBC/MM/02/GTN/CPC/2017 dtd. 00.00.2017” shall consist of

- i. Duly filled in Price Bid proforma for Indigenous offer (Annexure – IVA)
or
- ii. Duly filled in Price Bid proforma for Overseas offer (Annexure – IVB)
or
- iii. Duly filled in Price Bid proforma for High Seas Sale offer (Annexure – IVC)

Both the above envelopes (Unpriced and Priced) should be further put in another sealed envelope superscribing "TENDER FOR SUPPLY OF CALCINED PETROLEUM COKE AGAINST TENDER NOTICE NO. NBC/MM/02/GTN/CPC/2017 dtd.00.00.2017 due on 00.00.2017 13.00 Hrs(IST) ” and sent to following address:

Mr. B.D.Mohanty, DGM (Materials),
National Aluminium Co. Ltd., NALCO BHAWAN, P/1,
Nayapalii, Bhubaneswar - 751 013
Odisha,INDIA

8.6 IMPORTANT POINTS

- i. Please note that only online bids will be considered for evaluation of offers.
- ii. The hard copy of the bids submitted will be considered for opening under following circumstances;
 - (a) In case of technical difficulty at Buyer’s E-procurement Portal for which online offer could not be submitted.

- (b) In case of technical difficulty at Buyer's E-procurement Portal for which online bids could not be opened.
- iii. For considering of opening of hard copy offer, under situation at (a) above, bidder has to give a request along with the proof of difficulty during submission of offer, under intimation to ERP Cell (srm7helpdesk@nalcoindia.co.in, tapan.samantray@nalcoindia.co.in).
- iv. For consideration of hard copy offer for opening under situation (b) above, the bidders are requested to give separately declaration that the hard copy offer submitted is identical to online offer submitted by them in buyer's E-procurement Portal.

Note: - Non-availability of Class III DSC or any requisite software at bidder's end, will not be entertained as technical difficulty.

Sealed Bids must be submitted at our Corporate Office, Bhubaneswar within due date & time. NALCO shall not take any responsibility for postal delay and/or misplacement.

9. NALCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim, against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and the Bidder shall have no claim in that regard against the Owner. A bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.

10. RIGHT OF ACCEPTANCE AND REJECTION OF TENDERS :

The Purchaser reserves to himself the right to accept tenders in respect of all items, any one item or part of an item, and the acceptance thereof shall be deemed as sufficient notice of the exercise of such right. The tender shall thereafter be for the quantity so accepted which will form the Contract.

11. DELIVERY OF STORES :

- a) Delivery of stores despatched F. O. R. from any stations will not be considered as taken over by consignee until invoiced quantities have been inspected, counted, weighed or measured at destination. Until such delivery is taken all stores shall be at Sender's risk and NALCO shall not be bound by any number, weight or measurement stated in the relative Railway documents or the Firm's invoices.
- b) All supplies shall be subject to inspection, measurement and weighment on receipt of stores at destination as specified in the Purchase Order. The decision of the inspection Officer or any other person nominated by the Purchaser, as regards quality or quantity

of supplies delivered shall be final. The Inspecting Officer is entitled to reject any or all of the supplies.

- c) Even in case, if prior inspection of stores before despatch is arranged, the Consignee shall be entitled to reject any of all the supplies on receipt if not found complying with terms of the contract.

14. ADVICE OF DESPATCH:

- a) Suppliers would send an advice as soon as the materials against an order placed on them is despatched to the consignees specified in the Purchase Order giving full description of the material and quantity despatched, reference to R.R. or Postal Receipt and reference to relative order No. and date.
- b) All despatch documents i.e. Railway receipts and Challans should be sent to the Consignees.

15. INSTRUCTIONS TO BE OBSERVED BY SUPPLIERS IN PREPARING BILLS

- a) The bills should be prepared in ink or duly typed and submitted in triplicate marked "Original" or "Duplicate" or "Triplicate" on the respective foils. The rate should be shown both in words and figures. Bills either prepared or signed by Pencil or ballpoint pens will not be accepted.
- b) The nomenclature of the material supplied shown in the bills should be strictly in accordance with the description given in the Purchase Order.
- c) Consignee's name and other reference should be given on the bill as well as in all correspondence in connection therewith for facility of connecting the papers and arranging for early payment.

16. COMPLAINTS REGARDING NON-PAYMENT :

The suppliers shall, when making reference regarding non-payment of their bills for supplies made, invariably mention the particulars of material and the destination of Consignee to whom the materials have been despatched. Purchase Order No. and date and des- patch particulars etc. to facilitate prompt action being taken for settlement of their bills.

17. NON CONFORMING MATERIAL:

(i)RAKES/WAGONS:

If extraneous/foreign material is physically found in one or more wagons in the CP Coke consignment during unloading, further unloading of those wagons and direct feeding to the silo through conveyor will be stopped and the balance material from those wagons only stand rejected. The rejected material will be unloaded at the cost of the supplier and kept separately. The party will be given a notice to take back the materials within 15 days failing which NALCO will have the right to forfeit and will not be responsible for return of the materials. No payment for the rejected materials

will be made including transportation charges. Unloading and demurrage charges including any other incidental expenditure for the rejected material will be to supplier's account.

(ii)TRUCKS:

In case of supply of material in open trucks, there are possibilities of water ingress during transportation, especially during rainy season. The bags may get sufficiently wet along with the coke in it. If water droplets are coming out of the bags or if the coke is found to be soaked in water then it may be termed as wet coke.

If extraneous/foreign material or wet coke is physically found in the truck(s) in the CP Coke consignment during unloading, further unloading of those truck(s) and direct feeding to the silo through conveyor will be stopped and the balance material from those truck(s) only stand rejected irrespective of applicability of penalty clause. The rejected material will be unloaded at the cost of the supplier and kept separately. The party will be given a notice to take back the materials within 15 days failing which NALCO will have the right to forfeit and will not be responsible for return of the materials. No payment for the rejected materials will be made including transportation charges. Unloading and demurrage charges including any other incidental expenditure for the rejected material will be to supplier's account.

ANNEXURE-VII

GENERAL TERMS & CONDITIONS GOVERNING IMPORT

1.0 PAYMENT :

The documents should be presented to beneficiary's bank within one week of date of issue of the Bill of Lading. The payment, after deduction of agency commission of the Indian agent, if any, will be effected through an irrevocable letter of credit to be established by the buyer on a first class bank in seller's country in favour of the Seller on presentation of the following documents:

- i. Three complete sets of clean bill of lading showing NALCO as consignee and certifying that material has been shipped (and freight paid in case of (C&F)).
- ii. Three copies of the signed commercial invoices.
- iii. Certificate on quality analysis issued by the manufacturer in quadruplicate certifying that the quality of the material supplied conforms to contractual specifications.
- iv. Seller's certificate of guarantee in quadruplicate guaranteeing quality of material with regard to specifications, grade consistency etc., stating that material is free from all patent and latent defects and faults on account of material manufacture and work-ship.
- v. Certificate in quadruplicate from agency, which would be indicated in specific terms and conditions of order, specifying sampling testing and quantity measurement methods adopted for testing at the loading port, indicating test results and quantity shipped and confirming that materials shipped is as per the ordered specifications.
- vi. Certificate regarding country of origin in goods.
- vii. Certified copies of the cable sent by the seller notifying the buyer and its concerned branches (indicated in Clause No. 5 to 10 hereafter) the following details immediately after shipment.
 - (a) Name of the commodity
 - (b) Quantity shipped
 - (c) Total invoice value
 - (d) Name of carrying vessel
 - (e) Port of Loading
 - (f) Port of Unloading
 - (g) Date of departure of vessel

- (h) ETA at port of discharge
 - (i) Bill of Lading No. and date
 - (j) Order No. and date.
- viii. Seller's certificate to the effect that (a) non-negotiable copy bill of Lading and (b) Other documents have been despatched by airmail to the Buyer and its concerned branches (indicated in clause Nos. 5 & 10 within 48 hours of shipment of material).
- ix. Seller's certificate to the effect that the requisite performance Guarantee Bond, in Buyer's standard proforma has been executed by them as well as their Bankers and the number of P.G. Bond so executed and has been despatched on (date to be indicated) through Registered Airmail to the Buyer.

2.0 AGENCY COMMISSION :

The agency commission as specified in the offer, if the offer has been submitted through an Indian agent, will be paid in Indian Rupees by Buyer to the Indian agent after receipt of material at the Buyer's works at Angul, Orissa (India) Bills for payment may be submitted to Executive Director (Materials), NALCO, NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751013. The exchange rate shall be as applicable on the date of negotiations of documents under the L/C.

3.0 INSPECTION OF MATERIAL :

Company reserves the right to have joint inspections of the material in manufacture's works and at the loading port. Sampling, testing and certification of quality and quantity shall be got carried out by the seller at his cost at the port of loading from any internationally reputed surveyor/analyste (Acceptable to the buyer).

In case material is certified by Inspection Agency as per ordered specification, three sealed samples of two kgs each should be sent through Ship's Master for delivering to buyer at discharge port.

4.0 PORT OF DISCHARGE :

VISHAKHAPATNAM (INDIA)

5.0 SHIPPING DOCUMENTS :

Two copies of the following non-negotiable shipping documents should be airtailed/ courier within 48 hours of shipment to National Aluminium Company Ltd., Bhubaneswar and one copy to the AGM (Smelter) National Aluminium Co. Ltd., Angul Dist, Orissa (India) and one copy to the buyer M/s. National Aluminium Company Ltd., P/1, Nayapalli, Bhubaneswar-751 013. So that non-negotiable shipping documents reach the buyer's vishakhapatnam Office at least six days before arrival of the ship at the port of discharge.

- (a) Bills of lading.
- (b) Signed invoices
- (c) Certificate regarding country of origin of material.
- (d) Certificate of quality analysis issued by manufacture.
- (e) Certificate of sampling, analysis and quantity at loading port issued by agency nominated by Buyer.

In case the above non-negotiable documents do not reach Buyer's Bhubaneswar Office at least six days before arrival of ship or original documents are submitted to the beneficiary's bank within one week of the date of charter party bill of lading the seller will be responsible for all consequences arising on account of delay in receipt of negotiable/non-negotiable document.

6.0 ADVANCE INTIMATION :

Immediately after the shipment, the Seller should notify the Buyer at Bhubaneswar by a cable the name of the ship, date of sailing from the port of loading, weight, value of cargo shipped and expected time of arrival of the ship at the port of discharge from time to time under this contract.

7.0 ENDORSEMENT OF ORIGINAL BILLS OF LADING :

The original bills of lading in triplicate should be endorsed by the shipper with their rubber stamp.

8.0 SHIPPING :

- 8.1 All shipment of materials shall be made by first class direct vessels, through the shipping co-ordination committee as per procedure detailed hereunder. The Seller shall arrange with vessels owner for Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate the handling and off loading at the port of destination and to avoid any over carriage at the port of discharge. All shipments shall be made under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of National Aluminium Company Limited or order and the notify column should indicate (National Aluminium Company Limited.)

All columns in the body of the Bill of Lading namely marks and numbers, material description, weight particulars etc should be filled in accurately and such statements should be uniform in all the shipping documents, the freight particulars should be uniform in all the shipping documents, the freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge discount etc, clearly and separately and the net total freight payable shown at the bottom.

8.2 SHIPPING DOCUMENTS :

All documents viz. Bill of lading, Invoices, packing list, Freight Memos, Country of origin certificate, Test Certificates, Drawings and catalogues should be in English Language. In addition to the bill of lading which should be obtained in 3 stamped original plus as many copies as required, invoices packing lists, freight memos (if the freight particulars are not shown in the bill of lading) Country of origin certificate, test composition certificate shall be made out against each shipment in as many number of copies as shown below. The bill of lading, Invoice and packing list specifically must shown uniformly the marks and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars. The invoice must show the unit rates and net total FOB prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars, actuals contents in each case, net and gross weights and dimensions and the total number of packages. All documents should be duly signed by the Sellers authorised representative.

8.3 TRANSMISSION OF SHIPPING DOCUMENTS :

Seller shall obtain the shipping documents in eleven complete sets including three original stamped copies of the bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessel's arrival.

Seller shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

Distribution of shipping documents shall be as under :-

- (a) Original Bill of lading along with one copy each of invoice, packing list, freight memo, country of origin certificate and test certificates through Bank of Nalco, Bhubaneswar.
- (b) Two copies of each documents mentioned at (a) to NALCO, Bhubaneswar.
- (c) Two copies of each documents mentioned at (a) to NALCO Bhubaneswar.

9.0 INSURANCE :

Insurance shall be arranged by the Buyer at his cost from the F.O.B stage/port of shipment. At least two weeks before shipment, the Seller shall send an advance intimation to :

M/s HDFC Ergo General Insurance Co. Ltd.
2nd. Floor, 6-3-346/1,
Opposite Jalagam Vengal Rao Park,
Road No. 1, Banjara Hills (Above Scotia Bank),
Hyderabad - 500 034
Contact Person: Mr. Srinivas A. Somayajula

Mob: +91 9642423188, Ph: +91 40 30682837

E-mail: srinivas.somayajulu@hdfcergo.com

With a copy to the Buyer at Bhubaneswar regarding anticipated shipment. Later on, within 48 hours of each shipment, the seller shall send a cable to Insurance Company and buyer intimating full details of shipment giving contract No. Name of Vessel, Port of shipment, Port of discharge, material weight, total value of shipment so that Insurance Company shall issue necessary insurance policy for the shipped material against Buyer's Open Policy.

Note: For offers on High Seas Sale terms, marine insurance till delivery of consignment at Vizag port shall be kept in seller's scope. As such, bidder may indicate marine insurance charges for the purpose in percentage terms of CFR Price for delivery on CIF Visakhapatnam Sea port terms. However, please note that evaluation for determining interse position shall be done considering the marine insurance charges as per NALCO's Open Policy.

10.0 TAXES, DUTIES/BANK CHARGES ETC.

All taxes, duties, levies on material bank charges etc. present and future in Buyer/Seller's countries will be to their respective account. Charges for opening of Letter of Credit will be borne by the Buyer. Charges for extension/amendment of Letter of Credit will be to the account of the party who asks for such extension/amendment.

11.0 QUALITY OF MATERIAL :

The quality of the material will be strictly as per the ordered specifications. In case, material is not as per the ordered specifications, the seller shall replace the off grade material with the material of ordered quality as stipulated in Clause No.19 in tender Notice.

12.0 PERFORMANCE GUARANTEE BOND :

The seller shall furnish a Performance Guarantee Bond as per the enclosed proforma, within 21 days from the date of issue of Letter of Intent by the Buyer, for an amount equivalent to 10% of the value of the order, valid for five months after the arrival of last lot shipment at Visakhapatnam Port, whichever is later. The seller shall undertake to get the Bond duly confirmed by the State Bank of India. The expenditure to be incurred for confirmation shall be borne by the seller. In case, furnishing of an acceptable P.G.Bond is delayed by the seller beyond the period provided above, liquidated damage, as provided in Liquidated Damages clause for the period of delay in submission of the Bond, shall be levied. Alternatively, the Buyer may declare the order as terminated and enforce the clause of default the P.G. Bond shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the order and six months beyond the date of arrival of last lot of consignment at Vizag Port, whichever is later, provided that

before the expiry of the date of validity of the P.G. Bond, the seller on being called upon by the Buyer from time to time obtain from the Guarantor Bank extension of time for validity thereof for a period of six months on each occasion. The extension or extensions aforesaid, executed on non-judicial stamped paper of an appropriate, value must reach the Buyer at least fifteen days before the date of expiry of the P.G.Bond on each occasion.

As and when an amendment is issued to the order, the Seller shall within fifteen days of the receipt of such and amendment furnish to the Buyer an amendment to the P.G.Bond rendering the same valid for the order as amended.

The P.G.Bond and/or any amendment thereto shall be executed on a non-judicial stamped paper of requisite value in accordance with the law of the country in which the same is/are executed by the party competent to do so.

On satisfactory performance and completion of the order in all respects, the P.G.Bond will be returned to the seller.

13.0 LIQUIDATED DAMAGES :

In the event of the Seller's failure to deliver the material or any part thereof within the time schedule of delivery specified by the Buyer, the Buyer at his option may deduct or recover from the Seller, liquidated damages (and not by way of penalty a sum at the rate of 1/2% the order value, with a maximum ceiling of 5% of the total order price for each/every week (para of a week being treated as a full week for which the material are not delivered after the ordered delivery period provided in the delivery schedule. Seller will furnish a Bank Guarantee as per proforma at Annexure-IX for 5% five percent) of ordered value valid beyond six months from contractual delivery date to be submitted along with despatch documents. Seller's now ever, will not be held responsible for delays caused by Buyer's shipping advices. This is without prejudice to any other rights under the contract.

14.0 FORCE MAJEURE :

If, at any time during the continuance of the order, the performance, in whole or in part by either party, of any obligations under the order, shall be prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, fires, floods explosion, epidemics, quarantine restrictions which directly affect the execution of the order, or acts of God (hereinafter referred to as events) then provided a notice of happening of such event is given by either party to other by cable within 48 hours from the date of occurrence thereof, neither party shall be reasons of such events be entitled to terminate this order nor shall any party have any claim for damages against the other in respect of such non-performance and delivery under this order shall be resumed as soon as practicable after such an event has come to an end or ceased to exist provided it can be done within 60 (sixty) days time from the date of commencement of the event, provided further that if the performance in whole or part of any obligation under this order is prevented or delayed by reasons of any such event for a period exceeding sixty days either party may, at its option terminate the

order. Provided also that if the order is terminated under this clause, the Buyer shall be at liberty to take over from the Seller all the completed material, already produced against the order, at the ordered price.

15.0 RISK PURCHASE :

The cancellation of order as stated in the above may be either for whole or part of the order at the Buyer's option. However, before such cancellation the Buyer shall give four weeks notice to the Seller for taking corrective action and in case necessary corrective action is not taken by the seller to Buyer's satisfaction within the said period of six weeks Buyer shall be at liberty to terminate the order in part or whole and he may produce upon such terms and in such manner as he deems appropriate, supplies or services similar to those so terminated and the Seller shall be liable to the buyer for any losses, excess costs for such/similar supplier or services, provided that the Seller should continue the performance of the order to the extent not terminated under the provisions of this clause.

16.0 ARBITRATION :

All disputes or differences arising under the contract whether during or after completion of the contract or whether before or after determination, for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the CMD, NALCO who shall be Appointing Authority who will send within thirty days of receipt of the notice to the seller a panel of three names of persons. The contractor shall on receipt of the names as referred select any one of the person name to be Appointed as a sole arbitrator and communicate his name to the Appointing Authority shall there upon Appoint the said person as the sole Arbitrator.

If the seller fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable to/unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever sole arbitrator shall be appointed as aforesaid. The work under the contract shall not be stopped during the arbitration proceedings.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

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

The venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants, it may as and when required, be held at the place where the site of work is situated.

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

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

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

17.0 EXPORT LICENCE :

If any export licence to export the material is required, the Seller shall approach the appropriate authority of their government for grant of the requisite export licence within 7 (seven) days on receipt of the order.

18.0 REPLACEMENT :

In the event of any material being found damaged during transit, the seller shall replace such damaged material with the material of ordered quality within one month of receiving an intimation in this regard from the Buyer, on payment at the ordered price and such replaced material shall be duly guaranteed as per the terms and conditions stipulated therein before.

19.0 LEGAL INTERPRETATION :

The order shall be governed by the laws of India for the time being in force and as may be amended from time to time.

20.0 EXECUTION :

The whole order will be executed to the entire satisfaction of the buyer.

**NATIONAL ALUMINIUM COMPANY LIMITED.,
(A Government of India Enterprise)
GENERAL TERMS & CONDITIONS GOVERNING
INDIGENOUS PURCHASE**

1.0 **DEFINITION** :

Throughout these conditions and in the specifications (if any) hereto annexed in terms.

- i. The Purchaser means the Chairman and Managing Director of NALCO in case of Stores ordered for NALCO or any of its constituent Units /Projects.
- ii. The Indentor means any officer authorised by the Purchaser to order stores.
- iii. The Inspecting Officer means the persons, firm or department nominated by the Purchaser to inspect the stores on his behalf and the deputies of the Inspecting Officer so nominated.
- iv. The Contractor means the person, firm or Company with whom the order for the stores is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the Contract. Contractor/Technical supplier are to be regarded as synonyms.
- v. The Sub-Contractor means any person, firm or Company from whom the Contractor may obtain any materials or fittings to be used in the supply of manufacture of the stores.
- vi. Drawings means the drawings exhibited or provided for the guidance of the Contractor.

2.0 This contract is for the supply of stores of the descriptions and in the quantities set forth in the schedule to the order on date or dates specified therein. Except as hereby otherwise provided, a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall be deemed provisional and shall not be binding on the purchaser unless and until the same is endorsed on the Contract or incorporated in a formal instrument and signed by the parties here to and till then the purchaser shall have the right to repudiate such arrangements.

3.0 Unless otherwise agreed to between the Purchaser and the Contractor, the contractor within 14 days after written notice of the acceptance of the tender from the date it has been posted to the Contractor, deposit with NALCO/any of NALCO's constituents Units/Projects as the case may be, in cash or the equivalents Government Securities or approved Banker's Guarantee Bond a sum equal to the agreed amount of deposit as

security for the due fulfilment of the Contract. No claim shall lie against the Purchase in respect of interest on cash deposits, on Government Securities or depreciation thereof. The Purchaser shall be entitled to deduct from the said deposit any loss or damage which the Purchaser may be put to by reason or any act or default, recoverable by the Purchaser from the Contractor and to call upon the Contractor to maintain the deposit, at its original limit by making further deposits. In the event of the Contractor failing to make and to maintain a security Deposit in the manner aforesaid he shall be liable to forfeit any moneys lodged with the tender by him and the Purchaser shall be entitled to cancel the acceptance of the tender on due performance and completion of contract in all respects. The security deposit will be returned to the Contractor without any interest on presentation of an absolute No Demand Certificate and upon return in good condition of any specifications, drawings, samples or other property belonging to the Purchaser which might have been issued to the Contractor.

4.0 DELIVERY :

The Contractor shall, as may be required by the Purchaser, deliver in accordance with the conditions laid down in the tender at places detailed or places in the Schedule to the order the quantities of the Stores detailed therein and the stores shall be delivered or despatched not later than the dates specified in the Schedule. No Stores shall be deliverable to the consignee on Sunday and Public Holidays, without the written permission of the Consignee.

5.0 TIME FOR DELIVERY OR DESPATCH THE ESSENCE OF THE CONTRACT :

The time given for delivery or despatch shall commence from receipt by the Contractor of the order together with all necessary information drawings to enable the work to be put in hand. The time for and the rate of delivery or despatch of stores shall be deemed to be the essence of the Contract and should the contractor fail to deliver or despatch the Stores or any consignment thereof within the period prescribed for such delivery or despatch, the purchaser shall be entitled to withhold payment until the whole of sum of one half percent of the price of any stores which the contractor has failed to deliver or despatch aforesaid for each and every week or part of a week during which the delivery or despatch of such stores may be in arrears subject to a maximum of 10% of the total value of the Purchaser Order alternatively at the option of the Purchaser the Purchaser shall be entitled to Purchase elsewhere on the account and at the risk of the Contractor, the stores or any consignment thereof which the Contractor has failed to deliver or despatches aforesaid or not available the best and nearest available substitute thereof or to cancel the contract and the contractor shall be liable for any loss or damage which the Purchase may sustain by reason of such failure on the part of the Contractor.

6.0 EXTENSION OF TIME FOR DELIVERY :

If such failure as aforesaid shall have arisen from any cause which the Purchase may admit as reasonable ground for extension of time, the Purchaser shall allow such

additional time as he considers to be justified by the circumstances of the case and shall forgo the whole or such part as he may consider reasonable of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub contractor though their employment, may have been sanctioned under condition 15 hereof shall not be admitted as reasonable ground for any extension of time or for exempting Contractor from liability for any such loss or damage as aforesaid.

7.0 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND PATTERNS :

When tenders are called for in accordance with a drawing, specification or sealed pattern, the contractor's tender to supply in accordance with such drawings, specification or sealed pattern shall be deemed to be an admission on his part that he has fully acquainted himself with details thereof and in no circumstances will any claim on his part on account of his insufficient examination of the said drawings, specification or sealed pattern, be considered.

8.0 DRAWING :

If any dimensions figured upon a drawing differ from those obtained by scaling the drawing the dimensions as figured upon the drawings shall be taken as correct.

9.0 INSPECTION NOTICE :

When inspection during manufacture or before delivery or despatch is required notice in writing will be sent by the contractor to the purchaser or an Inspecting Officer nominated by the Purchaser, when the Stores or materials to be supplied are ready for inspection and test and no stores shall be delivered or despatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him.

10.0 CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

The Contractor shall pay all charges for handling stamping, painting, marking, protecting or preserving patent rights drawings tin-plates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the contracts through special provision therefore may not be made in the specification or drawings.

11.0 EXECUTION OF THE CONTRACT :

The whole contract is to be executed in the most efficient and workman like manner to the entire satisfaction of the Purchaser or the Inspecting Officer who both personally and by any deputy appointed on his behalf shall have power to reject any of the stores of which he may disapprove and his decision thereon and on any question as to the true intent and meaning of the specifications or drawings or of the work necessary for the proper completion of the Contract be final and conclusive.

12.0 CONTRACTOR'S RESPONSIBILITY :

The Contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of the tender and schedule annexed thereto. Any approval which the Inspecting Officer may have given in respect of the stores materials or other particulars and the work or workmanship involved in the Contract (Whether with or without test carried out by the Contractor or the Inspecting Officer) shall not bind the Purchaser and notwithstanding an approval or acceptance given by the Inspecting Officer, it shall be lawful for the consignee on behalf of the Purchaser to reject the stores or the goods supplied by the contractor are not in conformity with the terms and conditions of the Contract in all respects.

13.0 INDEMNITY :

The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the said stores for infringement of any right protected by Patent, Registration of Design or Trade Mark, Provided always that in the event of any claim in respect of an alleged breach of a Patent, Registered Design or Trade Mark being made against the Purchaser he shall notify the Contractor of the same and the Contractor shall be at liberty but at his own expense to conduct negotiations for settlement or any litigation that may arise there from.

14.0 SUBLETTING OF CONTRACT :

The Contractor shall not sublet or assign this contract of any part thereof without the written permission of the Purchaser, in the event of the Contractor's subletting or assigning this contract or any part thereof, without such permission the Purchaser, shall be entitled to cancel the Contract and to purchase the stores else whereon the Contractor's account and risk and the contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such purchases.

15.0 PACKING MATERIALS :

All packing cases containers, packing and other similar materials shall unless otherwise agreed, be supplied by the Contractor free of charge and will not be returned. Every bale or package shall be clearly marked with the Contractor's name, consignee's name and address and gross weight and shall contain a packing note showing its contents in detail. The Contractor shall provide such packing as the Purchaser or the Inspecting Officer may consider necessary to ensure safe arrival of the stores at destination.

16.0 NOTIFICATION OF DELIVERY OF DESPATCH :

Notification of delivery or despatch in regard to each and every consignment shall be made to the consignee and the indenter immediately upon despatch or delivery. The Contractor shall supply to the consignee a pieced invoice and packing account of all stores delivered or despatched. All damages, containers, bundles and loose material

forming part of each and every consignment shall be described fully in the packing account and full details of contents of packages and quantity of materials shall be given to enable the consignees to check the stores on arrival at destination.

17.0. NON CONFORMING MATERIAL:

(i) RAKES/WAGONS:

If extraneous/foreign material is physically found in one or more wagons in the CP Coke consignment during unloading, further unloading of those wagons and direct feeding to the silo through conveyor will be stopped and the balance material from those wagons only stand rejected. The rejected material will be unloaded at the cost of the supplier and kept separately. The party will be given a notice to take back the materials within 15 days failing which NALCO will have the right to forfeit and will not be responsible for return of the materials. No payment for the rejected materials will be made including transportation charges. Unloading and demurrage charges including any other incidental expenditure for the rejected material will be to supplier's account.

(ii) TRUCKS:

In case of supply of material in open trucks, there are possibilities of water ingress during transportation, especially during rainy season. The bags may get sufficiently wet along with the coke in it. If water droplets are coming out of the bags or if the coke is found to be soaked in water then it may be termed as wet coke.

If extraneous/foreign material or wet coke is physically found in the truck(s) in the CP Coke consignment during unloading, further unloading of those truck(s) and direct feeding to the silo through conveyor will be stopped and the balance material from those truck(s) only stand rejected irrespective of applicability of penalty clause. The rejected material will be unloaded at the cost of the supplier and kept separately. The party will be given a notice to take back the materials within 15 days failing which NALCO will have the right to forfeit and will not be responsible for return of the materials. No payment for the rejected materials will be made including transportation charges. Unloading and demurrage charges including any other incidental expenditure for the rejected material will be to supplier's account.

18.0 SYSTEM OF PAYMENT :

- i) Unless otherwise agreed to between the parties. Payment for each delivery of the stores will be made on submission of bills in the prescribed form in accordance with the instructions laid down i.e. by a cheque on the State Bank of India.
- ii) Payment for the stores or each delivery will be made to the contractor on submission of bills as follows except where otherwise laid down.
 - a) 90% of the price of each consignment will be paid on proof of despatch of stores to the consignee from a Railway Station or a Port in India after inspection. A copy of the Railway Receipt or Bill of Lading under which the goods charged for in the bill, are

despatched, should be sent along with the bills, the balance of 10% will be paid on receipt of the consignment in good condition by the consignee in which case, the consignee's receipt should be submitted with the Contractor's bill.

- b) In the case C.I.F contracts 90% will be paid on presentation of shipping documents and inspection certificate, in India and 10% on receipt of stores in good condition.
- c) Alternatively, at the Purchaser's option, the full value of stores will be paid after inspection on receipt of the consignment in good condition by the consignee.

19.0 CLAIMS :

The Purchaser shall be entitled to retain the amount of any claim of the Purchaser against the Contractor whether liquidated arising out of the Contract under reference or otherwise, however, and set off the same portion to against the amount payable to the Contractor, under the Contract, under reference or otherwise, however, without prejudice and in addition to the other rights of the Purchaser, to recover the amount of any such claim as aforesaid.

20.0 COMMISSION, ETC. :

Any commission, gift of advantage given promised or offered by or on behalf of the Contractor of his partner, agent or servant or anyone on his or their behalf to any Officer, servant, representative or agent of the Purchaser any person on his or their behalf in relation to the obtaining or to the execution of the particular or any other contract with the Purchaser for showing or to bearing to show in our or disfavour to any person in relation to the particular or any other constant is aforesaid shall subject the Contractor to the cancellation of the particular and all or any other contracts as aforesaid and also to payment of any loss r damage resulting from any such cancellation to the like extent as is provided in case of cancellation under clause 6 thereof. Any dispute or difference of opinion arising in respect of either the interpretation, effect or application of this particular condition of contract or the amount recoverable here under from the contractor shall be decided by the purchaser and his decision shall be final and conclusive.

21.0 LAW GOVERNING THE CONTRACT :

This contract shall be governed by laws of India for the time being in force.

22.0 HEADINGS :

The heading of the conditions here to shall not affect the construction hereof :

23.0 ARBITRATION :

All disputes or differences arising under the contract whether during or after completion of the contract or whether before or after determination, for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the CMD, NALCO who shall be Appointing Authority who will send within thirty days of receipt of the notice to the seller a panel of three names of persons. The contractor shall on receipt of the names as referred select any one of the person name to be Appointed as a sole arbitrator and communicate his name to the Appointing Authority shall there upon Appoint the said person as the sole Arbitrator.

If the seller fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable to/unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever sole arbitrator shall be appointed as aforesaid. The work under the contract shall not be stopped during the arbitration proceedings.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

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

The venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants, it may, as and when required, be held at the place where the site of work is situated.

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

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

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

24.0 POWERS :

All the powers under these presents will be exercised by the Chairman-cum-
Managing Director/General Manager, NALCO, as the case may be.

ANNEXURE-IX

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No _____ Date _____

WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at _____ (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.....
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) us 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

- i) B.G.s to be furnished from any of the banks listed as per Annexure.
- ii) Address of NALCO'S Office where tender is to be finalised is to referred in the BG.

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 Sindh 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 (INDIA)

1. ING Vysya Bank.
2. Axis Bank.
3. S.B.I. 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 N.A
7. Deutsche Bank A.G.
8. Hongkong and Shanghai Banking Corporation
9. Standard Chartered Bank
10. JP Morgan Chase Bank NA.

(Ten Banks)

ANNEXURE-X

PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/CONTRACTOR

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

B.G. No _____

Date _____

WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at _____ (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 their of 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.....)

3. We undertake to pay to the Company any money so demanded not withstanding 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 guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the 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 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 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

- i) B.G.s to be Furnished from any of the banks listed as per Annexure.

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 Sindh 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 (INDIA)

1. ING Vysya Bank.
2. Axis Bank.
3. S.B.I. 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 N.A
7. Deutsche Bank A.G.
8. Hongkong and Shanghai Banking Corporation
9. Standard Chartered Bank
10. JP Morgan Chase Bank NA.

(Ten Banks)

ANNEXURE-XI

10.3 ENGAGEMENT OF AGENTS/ MIDDLEMEN/ INTERMEDIARY/CONSULTANTS/ SERVICE PROVIDERS:

10.3.1 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.

10.3.2 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.

10.3.3 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.

10.3.4 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.

10.3.5 No entity can be allowed to function as agent on behalf of two principals against any particular tender.

10.3.6 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.

10.4. GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS:

10.4.1 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with NALCO shall apply for registration.

10.4.2. Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by NALCO

10.4.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

10.5 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY (FOREIGN NATIONALITY):

10.5.1. Tenderers of Foreign nationality shall furnish the following details in their offer.

10.5.2. The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

10.5.3. The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

10.5.4. Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by NALCO in Indian Rupees only.

10.6 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY (INDIAN NATIONALITY):

10.6.1 Tenderers of Indian Nationality shall furnish the following details in their offers.

10.6.2. The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

10.6.3. The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

10.6.4. Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by NALCO in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

10.6.5. In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

10.6.6 Failure to furnish correct and detailed information as called for in paragraph-10.6.2 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NALCO. Besides this there would be a penalty of banning business dealings with NALCO or damage or payment of a named sum.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 20__, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, India (referred to as NALCO) acting through Shri _____ (with designation of the Officer) (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Calcined Petroleum Coke) and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or

disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

4. **Previous Transgression**

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money / Security Deposit :**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money / Security Deposit, with the BUYER through any of the following instruments :
- (i) Bank Draft or a Pay Order in favour of _____
 - (ii) A confirmed guarantee by any bank in NALCO's approved list of bankers promising payment of the guaranteed sum to the BUYER on demand without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money shall be valid for nine months beyond validity period of offer. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sactions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6.. **Sanctions for Violations :**

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. **Fall Clause :**

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

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

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

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

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

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

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

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

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

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

9. **Facilitation of Investigation :**

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

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

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

11. **Other Legal Actions :**

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

12. **Validity :**

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

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

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

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation:

Company: NALCO

Official Seal

Witness

1. _____

2. _____

Witness

1. _____

2. _____