

Sub: LIQUID COAL TAR PITCH FOR SMELTER PLANT, ANGUL

Dear Sir,

We are pleased to issue the tender documents comprising the following:

1. Tender Notice No.(NIT): NBC/MM/01/NIT/LCTP/2023
2. Bidders Qualifying Criteria (BQC) (Annexure-A)
3. Technical specification - (Annexure-I)
4. Typical Sample Analysis Result & Method Used - (Annexure-IA)
5. (i) Method of testing & sampling - (Annexure-II)
(ii) Penalty for material supplied not confirming to the Specification –(Annexure-IIA)
6. Requirements in Liquid Pitch Tankers. (Annexure-III)
7. Unpriced bid proforma for indigenous offer - (Annexure-IV)
8. Price Bid proforma for indigenous offer - (Annexure-V)
9. Proforma for SA-8000 (Annexure-VI)
10. Instructions to tenderer (Annexure -VII)
11. General terms and conditions governing indigenous purchase (Annexure-VIII)
12. Proforma for Bank Guarantee for EMD (Annexure- IX)
13. Proforma for Performance Bank Guarantee (Annexure-X)
14. Proforma for Integrity pact (Annexure-XI)

Please ensure submission of tenders in time and complete in all respects.

Thanking you,

Yours faithfully,
for NATIONAL ALUMINIUM COMPANY LIMITED.,

Signature :

Designation : **GROUP GENERAL MANAGER (MATERIALS)**

BIDDER'S QUALIFYING CRITERIA (BQC)

- i. Only class-I local supplier or Class –II Local suppliers are eligible to participate in the bid as defined in Public procurement (Preference to Make in India) order 2017. The minimum local content must be 50% for Class-I local supplier and must be minimum 20% and less than 50% for class-II supplier at present.

Accordingly all the bidders are required to submit required certificate indicating the bidder as class-I or Class-II supplier as the case may be, along with the bid from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- ii. All bidders should have supply/production experience of liquid coal tar pitch for at least 10% of NIT quantity in any one of last two years (i.e. 2020-21 & 2021-22).

Certificate issued by chartered accountant/chartered engineers regarding production and supply experience as mentioned above must bear the name and designation of authority issuing the same.

- iii. The offer of the bidder will be considered who offers a minimum 10% of the tender quantity.
- iv. Average annual financial turnover of the bidder during the last three years (i.e. 2019-20, 2020-21 & 2021-22) should be at least Rs.72.50 lakhs. (i.e. sum of turnover of said three years divided by three)
- v. Net worth of the bidder during the last financial year shall be positive as per audited balance sheet.
- vi. The above condition of "Prior turnover & prior experience" is not applicable to all Startups recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India.
- vii. New bidders who have not supplied Liquid CT Pitch to Nalco earlier should submit a representative sample of Liquid CT Pitch of minimum 5Kg in duly labeled sealed package and hand over to the buyer along with the tender for analyzing and testing at Nalco's smelter plant laboratory. The sample should meet specification parameters as per Annexure-I. Otherwise their bid will not be considered.

viii. Following Bidders shall not be considered for ordering against this tender:

- a. Bidder who have been banned by NALCO and their allied firm.
- b. Bidders who have not settled NALCO's claim against Risk & Cost purchase and their allied firm.
- c. Bidders who have not executed at least 80% P.O. schedule quantity as on bid due date of existing orders subject to Force Majeure conditions.

ix. The bid, if any, of a party to whom Risk & Cost Procurement notice has been issued against an existing order and who has failed to supply the defaulted quantity as per the said notice, shall not be considered

Note: Offer of Bidders not meeting the above BQC (Bidder's Qualifying Criteria) are not to be considered and will be rejected.

Bidders are required to submit supporting documentary evidence

- 1) Production and supply experience quantity of Liquid CT Pitch in the financial years 2020-21 and 2021-22 duly certified by chartered accountant/ chartered engineer or supporting documentary evidence i.e. copies of Invoice matching with declared quantity. However, bidder (other than manufacturer) to furnish only supply experience and indicate the name of the 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.
Certificate issued by chartered accountant/chartered engineers regarding production and supply experience as mentioned above must bear the name and designation of authority issuing the same.
- 2) The bidders have to submit the copies of audited standalone financial statements/ profit & loss accounts of the relevant years (i.e. 2019-20, 2020-21 & 2021-22) in support of the above qualifying criterion along with the bid.

TENDER NOTICE NO.(NIT): NBC/MM/01/NIT/LCTP/2023

Date: 05.01.2023

Last date & time of receipt of the - **16/01/2023**
Tender (both priced & unpriced) **upto 3.00 PM**

Date & time of opening of the - **16/01/2023**
Tender (unpriced only) **at 3.30 PM**

Dear Sir,

We are in the market for procurement of **1199 MT +/-2%** of Liquid Coal Tar Pitch for our Smelter Plant at Angul, Orissa (India). Online tenders are invited from indigenous manufacturer/supplier only. The tender is invited with the following terms and conditions. The past supply experience for last 2 financial years 2020-2021 & 2021-22 must be furnished separately. Offers not accompanied by above details are liable for rejection. The specifications of materials required, methods of sampling and testing to be adopted for determining the acceptable quality/specifications, the delivery schedule and other terms and conditions are mentioned hereafter. **However Buyer reserves the right to cancel the tender without assigning any reasons for the same.**

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

The bids are to be submitted online before the bid due date and time through GeM Government e Marketplace (www.gem.gov.in)

In case of any difficulty in submission of online bid through GeM portal, the bidders are requested to contact the helpdesk of GeM portal at their mail ID helpdesk gem@gov.in. Alternatively, they may also be contacted at toll free No. 1800-419- 3436.

- (B) **IMPORTANT POINTS** for submission & consideration of bids for opening:

- (i) **Bidders are required to submit their online bid in GeM Portal.**
- (ii) **Please note that only online bids will be considered for evaluation of offers.**
- (iii) 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.

- (iv) 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.
- (v) 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. No correspondence in this regard will be entertained.
- (vi) 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 financial years 2020-21 & 2021-22 must be furnished as per proforma given separately. Offers not accompanied by above details are liable for rejection.
- (vii) MSME bidders are requested to register their Udyam Registration issued by Ministry of Micro, Small and Medium Enterprises (MSME) in GeM portal. In this regards MSE bidders are required to submit Udyam Registration failing which such bidders will not be considered as MSEs bidder.

(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.

Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per details given below:

- | | |
|---|--|
| (i) Mr.A. K.Maity, AGM(Matls.)
Mob. +91 9937007103 | e-mail: anup.maity@nalcoindia.co.in |
| (ii) Mr. B. D. Mohanty, GGM(Matls)
Mob: +91 9437561995 | e-mail: bibhu.mohanty@nalcoindia.co.in
Landline: +91 674 2301 235 |

1.0 QUALITY & SPECIFICATION :

The specification of the material required shall be strictly as per Annexure-I.

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. Method of Testing and Sampling shall be as per Annexure-II. The Typical Sample Analysis result and method have to be indicated in the blank format attached at Annexure-IA. Penalty for material supplied not confirming to the tender specification shall be as per Annexure-IIA. Requirements in Liquid Pitch Tankers shall be as per Annexure-III.

2.0 PRICE:

The tenderers should submit their price **on FOR destination (Nalco, Smelter Plant, Angul) basis including GST in GeM portal.**

3.0 PRICE VARIATION MODALITY:

The price variation will be calculated excluding Tax (i.e. GST). The price of liquid coal tar pitch will be vary as per following procedure:

The price (Excluding Tax) will be subject to variation only on account of variation in weighted average price of crude tar through e-auction & price circular mode sold by M/s.SAIL, RSP & M/s.RINL, Vizag calculated as per the following,

Monthly weighted average Crude tar price of M/s SAIL, RSP & M/s RINL through e-auction & price circular mode sold by M/s SAIL,RSP & RINL, Vizag in the month of supply (M+0) will be taken into account to calculate the variation in price of same month (i.e. from 1st to end of the month of supply), i.e the weighted average crude tar price of November, 2022 shall be applicable for the period 1st November, 2022 to 30th November, 2022 & so on. For every Re.1 variation in price of Crude Tar, the variation in price of Liquid Coal Tar Pitch will be Rs. 1 per MT.

The suppliers will raise invoice provisionally at the price of the previous month & payment may be released on Provisional basis. After end of the month, when the applicable rate of the month is finalised, the same will be communicated to supplier & will be asked to submit supplementary Invoice / debit note (for increase in price) or Credit Note (for reduction in price) for the differential amount. In this mechanism, in case price goes down, the supplier will issue credit note for the difference in unit price.

The vendors are asked to quote the price based on weighted average price of sale of crude tar by RSP & RINL in November, 2022 which has been arrived as below:

A. Quantity sold in circular / e-auction mode by RINL= 1924 MT

Weighted average price of Crude tar sold by RINL = 46,683.41 MT

B. Quantity sold in circular/e-auction mode by RSP= 6717.26 MT

Weighted average price of Crude tar sold by RSP =Rs. 44,657.59 MT

C. Weighted average crude tar price of RINL & RSP=

$$\frac{46,683.41 \times 1924 + 44,657.59 \times 6717.26}{1924 + 6717.26}$$

=Rs. 45,108.64/MT

This price is applicable for supplies in the month of November, 2022 (i.e. from 1st November, 2022 – 30th November, 2022) & so on. The vendors are required to quote on above basis. Price variation will be calculated w.r.t above basis.

If there is no auction in any month & crude tar weighted average price is not furnished by RSP or RINL, weighted average of any one will be taken for calculation of liquid CT Pitch price. If both prices are not available, the previous month price will be applicable.

- (a) As the offers will be evaluated on FOR destination basis, under no circumstances NALCO will effect the freight payment directly to the transporter. Supplier is required to arrange for transportation of goods from their works to our smelter plant. Supplier is required to furnish ITC enable GST invoice with appropriate documents to enable buyer to avail Input Tax Credit (ITC).

Since supplies are on FOR destination basis, all risk involving loss or damage during transit shall be to the account of supplier.

3.1 TAXES & DUTIES

- To indicate present applicable rate of Taxes & duties (included in price) like IGST/UTGST/CGST/SGST etc. in their offer and statutory variation to the same during contract period shall be to buyer's account.
- NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Cores during the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year.
- Accordingly, Sellers are not to collect tax at source under section 206C(1H) of the Act. W.e.f. 01.07.2021, in case provisions of section are applicable to them

3.2 PRICE FOR DEFAULTED QUANTITY:

The price for the defaulted quantity, when delivered in subsequent months, would be the price applicable in its original months of delivery or price applicable in the actual month of delivery whichever is lower. The LD will be applicable as per normal provision of LD clause. The above calculation will be based on the delivery schedule given every month including the default month's quantity.

3.3 PRICE FOR EXCESS SUPPLY:

No quantity beyond the schedule & allowed tolerance will be acceptable by NALCO except with prior approval /consent of GGM(Matls),C.O. or his authorised representative to this effect. In case of excess supply done by the supplier without consent of NALCO with respect to the schedule delivery quantity in a month, such excess supply will be adjusted against the monthly schedule of next month and the applicable rate will be rate of the actual month of delivery or next month whichever is lower.

4.0 TECHNICAL LITERATURE AND SUPPLY EXPERIENCE

- (a) 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 in Annexure-I &II) of material proposed to be supplied in sealed package of minimum 5Kg and hand it over to the buyer along with the tender. The sample should meet the specification parameters as per Annexure-I. Deviations in parameters as per Annexure-IIA is not applicable for sample. However Nalco's laboratory test results shall be final & binding.
- (b) If required buyer would send their representative for inspection of vendor's plant & vendor should facilitate the inspection process.
- (c) Name of Consumers including Aluminium Producers, to whom Liquid Coal Tar Pitch has been supplied by the manufacturer during the last two financial years 2020-21 & 2021-22 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 two financial years 2020-21 & 2021-22 are liable for rejection. The distribution of order quantity shall be based on tenderers position in bidding and based on their past production, supply experience and supply experience particularly to NALCO as per clause 5.1 read with 5.2.

5.0 QUANTITY

- The quantity under present tender will be 1199 MT +/-2%
- The above quantity is tentative and shall not be taken as NALCO's final requirement.
- Quantity mentioned in the tender notice can be reduced to any extent at the discretion of the Buyer.
- 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.
- In case their rate(s) vary for the quantity higher or lower than the quantity under present tender of Buyer, they should clearly indicate the rate for higher or lower quantity in their tender. In case nothing is stated, it would be presumed that supplier is agreeable for supply of any quantity, as decided by the Buyer at the quoted rate, under any option.

5.1 Determination Of Eligible Quantity:

The bidders are required to submit maximum annual production and supply experience of Liquid Coal Tar Pitch in the last 2 financial years i.e. 2020-21 & 2021-22. The eligibility of quantity for a bidder shall be 20% extra over maximum of two financial years 2020-21 & 2021-22 production, supply experience or quantity offered by vendor whichever is lower subject to having production capacity or the quantity offered by the bidder against the present tender whichever is lower.

The bidders are required to submit copies of production & supply experience figures as mentioned above duly certified by a chartered accountant/chartered engineer in the unpriced bid failing which their offers may be liable for rejection.

5.2 Distribution Of Quantity :

- (a) Buyer will procure the tender quantity by placing orders on minimum three parties. Parties other than L-1 bidder will be asked to match the 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 will be in the ratio of 50%:30%:20% (after considering the requirement of clause nos. c to d). The above distribution may be changed in the event party eligible for ordering as per pricing position in the tender have offered/acceptable for lesser quantity. The distribution of order quantity can be made to more than three parties to cover the full requirement. The guidelines for distribution of order quantity shall be as per clause 3B of the Public Procurement (Preference to Make in India), Order 2017-Revision regarding dated 16.09.2020 & subsequent revision thereof.

- (b) Only parties who offer a minimum 10% of the tender quantity and having production and supply experience of minimum 10% of tender quantity will be considered for placement of order.
- (c) Parties, who have not supplied to Nalco earlier and have minimum production & supply experience of 10% of NIT quantity, may be considered up to 20% of tendered quantity & order can be placed provided they are lowest tenderer in the tender following offer conditions as at 5.1. However the party will be asked to execute a trial quantity of 100 MT of ordered quantity first & depending on successful delivery/laboratory test 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 L-1 price/ negotiated L-1 price/ 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 100 MT of ordered quantity & depending on successful delivery/laboratory test of trial quantity, clearance will be given for executing the balance quantity of the purchase order.
- (d) 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 40% of the tender quantity. If the L1 bidder is other than a MSE. The distribution amongst MSE suppliers shall be shared proportionately to their tendered quantity. Out of 40%, a quantity up to 15% shall be reserved for Ancillary MSE unit of NALCO.
- (e) However, in case of participation of SC/ST category MSEs, 6.25 % of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs as above, subject to matching with L-1 price in the tender.
- Further, in case of participation of woman MSEs in a tender, minimum 3% of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs, subject to matching with L-1 price in the tender.
- (f) If there is no participation from SC/ST category/women owned MSEs or when SC/ST category/women owned MSEs do not match the L-1 price, then the quantity reserved for them shall be available to other MSEs.
- (g) In case of more than one such MSEs in a tender, then the supply shall be shared proportionately to their tendered quantity.
When there is no participation from MSEs Units or when MSEs & Ancillary MSE units do not match the L-1 price, then the reserved quantity for MSEs Units shall be available for other participants
- (h) Bidders having common management and common professional stakes will be treated as if they are from single source because of common management.
- NALCO will consider only the lowest of bid and reject the other price bids. If prices quoted by such bidders are same, then the bid of party having higher quantity eligibility will be consider.

To determining common management and common professional stakes of the firms the following factors shall be taken into consideration, if:

- (i) they have controlling partner(s) in common; or
 - (ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - iii) they have the same legal representative/agent for purposes of this bid; or
 - iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - v) bidder participates in more than one bid in this bidding process.
 - vi) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.
- (j) **However Buyer reserves the right to cancel the tender without assigning any reasons for the same.**
- (k) You are requested to transport goods through registered common carriers only as per Govt. of India guideline.
- (L) MSME bidders are requested to register their Udyam Registration issued by Ministry of Micro, Small and Medium Enterprises (MSME). In this regards MSE bidders are required to give declaration of Udyam Registration number, failing which such bidders will not be considered as MSEs bidder.

6.0 DELIVERY SCHEDULE

- (i) Deliveries from successful parties will be taken within 45 days from the date of PO. The delivery should be commence immediately within in 7 days of order or pro-rata to be delivered uniformly throughout the delivery period and should be completed within 45 days from PO.
IMP: Delivery of liquid Coal Tar Pitch should be made uniformly as per monthly schedule.
Illustration: If delivery schedule is 1500 MT Per month. The seller required to supply @ 58 MT per day though out the months (excluding the Sunday/Public Holidays) starting from the 1st day of the month subject to multiple of tanker loads.
- (ii) Seller should indicate their capacity to despatch maximum quantity per month in the unpriced bid.
- (iii)(A). Delivery schedule is the very essence of the Purchase Orders to be placed against this tender. The monthly 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. NALCO reserves the right to regulate the despatches depending on actual requirement by giving monthly despatch clearance and also to stop despatches in between depending on stock position. In such cases, Vendors are required to regulate supply as per clearance given by Materials Dept., Corporate Office. The despatch clearance including rescheduling of the defaulted quantity will be communicated by GGM(Materials), Corporate Office, Bhubaneswar /his authorized representative to all the suppliers under the tender before 7 days prior to beginning of the month of delivery which will be done equitably with reference to the balance quantity yet to be supplied.

- (B). Delivery at specified rate as informed by Corporate Office is to be adhered strictly in view of continuity of supply to the plant. The quantity of LCT Pitch against the monthly supply scheduled should be delivered uniformly though out the month. Price reduction for delayed delivery on the undelivered portion of the supplies shall be applicable with reference to the original delivery schedule of the P.O. or the clearance / amended clearance schedule given by the GGM(Materials), Corporate Office, Bhubaneswar, whichever is lower, at the rate of 0.5% per week not exceeding 5% of the total value of undelivered quantity.

Any supplier after getting formal written clearance from designated authorised representative Corporate Office GGM(Materials), Corporate Office, Bhubaneswar may supply the defaulted quantity which will be taken into account in the month it is received towards calculation of price reduction for delayed delivery. NALCO reserves the right to ensure supply from alternative sources at the risk & cost of suppliers in case of default in supply for consecutive two months. While giving monthly despatch clearance, the authorized officer of Corporate Office will take into consideration such shortfalls in supply and storage capacity.

Date of entry of Liquid CT Pitch taker in NALCO's Smelter plant will be considered for supply against schedule and as well as implication of LD.

- (C) The monthly quantity as indicated in PO or advised by Materials Dept. Corporate Office would have tolerance of (+/-) 01 tanker load of 25 MT or +/- 2% of the quantity whichever is higher. Corporate Office towards earlier defaulted quantity. No quantity beyond the tolerance level will be accepted by the plant except with prior approval to this effect. However, Price reduction for delayed delivery as mentioned at Para B will be applicable to cumulative undelivered quantity at the end of each month . ***However , the total variation in order quantity should be within +/-2%.***
- (iv) 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.

- (v) The period of delivery of the material as stipulated by buyer in the schedule shall be deemed to be the essence of the order.
- (vi) It should be noted that in case order is placed on a bidder quoting higher price than lowest bidder 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 such 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.

7.0 SAMPLING & PRESHIPMENT INSPECTION

- Method of sampling and testing shall be as per method/procedure outlined at Annexure-I & II.
- Seller to ensure product quality assurance during production process and should have laboratory facilities for testing the major parameters of specification according to method specified.
- The buyer also reserves the option to depute his representative(s) for pre-shipment inspection at manufacture's plant. In such case, material can only be shipped after obtaining specific clearance from buyer's representative(s).
- Sample of 0.5 kg to 1.0 kg will be collected from each Tanker with identification of supplier & tanker registration number.
- Individual & composite samples will be retained in case of discrepancies
- Seller will be informed promptly in case of any parameter not meeting the specification
- In the event the individual tanker sample or the composite sample of 10 to 15 days not meeting the specification for any parameter, penalty for not meeting the specification will be imposed as detailed at Annexure-IIA, as it will not be possible to return the said material. However, if deviation to specification persists in respect of all composite samples for the whole month in such case, buyer will have right to suspend despatch and despatch can be resumed only after it is satisfied that seller is in a position to supply material as per specification.

If the discrepancies occurs more frequently buyer will have right to cancel order & procure from alternate source at risk & cost of seller.

The buyer also reserves the option to depute his representative(s) or pre-shipment inspection at manufacture's plant. In such case, material can only be shipped after obtaining specific clearance from buyer's representative(s).

- Sampling & Analysis will be as per Buyer's established Standard Method. Analysis of material at our plant is final and shall form the basis for levy of penalty (as per Annexure-IIA) and release of payment.
- Unloading of Liquid CT Pitch tanker in Smelter plant & safety compliance:
The vendor will strictly follow the unloading procedure of liquid CT Pitch tanker & safety compliance as per the instruction of Smelter Plant.

8.0 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.

9.0 EARNEST MONEY DEPOSIT

The offer must be accompanied by Earnest Money for a value of **Rs.7,25,000 /-** (Rupees Seven Lakhs Twenty Five thousand only) by Demand Draft /Pay Order/through e-payment favouring "National Aluminium Company Limited" payable at Bhubaneswar, Orissa or by way of Bank Guarantee (as per proforma at Annexure-IX). The Indigenous Supplier should submit EMD in the mode 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.

The clauses 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 below under speed post or registered post (AD) so as to reach the addressee prior to submission date of tender. The bidder/supplier will submit the photocopy of the bank guarantee self certified mentioning despatch reference of the bank in the unpriced bid.

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

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

EMD can be deposited also through RTGS/E-Payment. Details for RTGS Transaction/E-Payment purpose are as below:

IFSC : SBIN0009817

Account No. : 10044880013

Account Name : National Aluminium Company Limited

Banker : State Bank of India, NALCO Corp Office Br., Bhubaneswar-13.

Bidder(s) submitting the EMD Amount through NEFT/RTGS/E-Transfer mode shall fill-up the details of Annexure-IX(A) after making the payment of EMD. The signed soft copy of the duly filled in Annexure-IX(A), along with Transaction slip/receipt of the Bank has to be submitted by the Bidder(s) on the same day of payment to NALCO by email purna.gummadi@nalcoindia.co.in.

A copy of the Annexure-IX and Transaction slip/receipt of the Bank shall also be submitted along with Tender Document in Part-I (Techno-Commercial) offer.

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

If the tenderer after submitting his tender, revokes his offer or modifies the terms & conditions thereof in a manner not acceptable to the purchaser, the Earnest Money/Bank Guarantee shall be liable to be forfeited/encashed.

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 Liquid CT Pitch) and all Startups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, Govt of India shall be exempted from submission of above Earnest Money, subject to submission of valid registration certificate acceptable to buyer. **However, such MSE bidders are required to submit Udyam Registration mandatorily to avail the above exemption of submission of EMD.**

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 a Performance Bank Guarantee.

In the event of non-execution of Order, the EMD will stand forfeited.

10.0 REPLACEMENT OF OFF-GRADE MATERIAL:

The quality of the material supplied will be strictly as per 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, where Buyer request for the same, otherwise material can be used by Buyer by levy of penalty as specified at Annexure-IIA. This is without prejudice to the rights of the company to reject the materials and procure the same at the risk and cost of the Seller.

11.0 INSURANCE:

Since supplies are on FOR destination basis, all risk involving loss or damage during transit shall be to the account of supplier.

12.0 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 3% of the value of the order, valid for six months after the arrival of last lot at Angul.

For supplies prior to submission of PBG within 21 days from LOI/P.O., 3% of invoice value will be retained, thereafter equivalent amount of PBG will be retained & to be released after submission & acceptance of PBG.

The performance bank guarantee should be issued by any of the standardised banks as per list enclosed at Annexure-X.

The wording and clauses 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 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. DGM(Finance) 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.

The message of confirmation can be sent to NALCO's SBI A/c Branch IFSC number-SBIN0008279 (SBI KANDSAR-NALCONAGAR) through SFMS and beneficiary name as NATIONAL ALUMINIUM CO Ltd, Smelter Division.

In case furnishing of an acceptable P.G. Bond is delayed by the seller beyond the period provided above, price reduction for delayed delivery/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 of for a period of six months on each occasion. The aforesaid extension or extensions, executed on non-judicial stamp paper of an appropriate value has to 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.

On the breach of the contract by the supplier, Contract cum Performance Bank Guarantee shall be forfeited/encashed whether or not the company has suffered a loss on this account and Purchase Order will be rescinded. Forfeiture/encashment of Contract cum Performance Bank Guarantee does not prejudice NALCO's rights to make risk purchase and recover damages on account of such risk purchases. In the event of Forfeiture/encashment of PBG the GST will be applicable.

13.0 LIQUIDATED DAMAGES/ PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:

"Delivery period is the essence of the contract and the material should be delivered on FOR Smelter Plant basis within this time, failing which, buyer without prejudice to its other rights under the contract shall have the option either to reduce the price @ 0.5% of order value per week or part thereof subject to a maximum of 5% of the undelivered portion/the order value (if the item(s) 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". GST as applicable would be charged on LD/PRS.

Seller, however, 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 buyer 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.

14.0 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 or should it have a receiving order made against it or made or entered into any agreement or compositions 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.

15.0 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, Or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or contingencies like strikes 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 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 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.

16.0 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.

17.0 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.

18.0 PAYMENT TERMS:

100% Payment including full taxes and duties shall be payable against receipt & acceptance of materials and presentation of complete despatch documents to the Deputy General Manager (Finance), National Aluminium Company Limited, Smelter Plant, Angul, Orissa. However, payment of GST is subject to reflection of suppliers invoice n GSTR2A/Anx-2 (GST new return) of NALCO. All payment shall be made through e-payment. Bank charges, if any, shall be to the account of Buyer. The seller is to furnish appropriate bank mandate form for e-payment.

Tax Deduction at Source under GST

- i. As per section 51 of CGST Act 2017, Nalco shall deduct at source @ 1% CGST & @ 1% SGST for intra state transaction and @2% IGST in the case of interstate transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is more than Rs.2,50,000/-. This provision is applicable from 01.10.2018.
- ii. However, no deduction shall be made if the location of the supplier & the place of supply is in a state or union territory, which is different from the recipient's registration state

In case of taxable goods, for availing input tax credit as prescribed under Goods and Service Tax (GST) Act, the vendor/ party/ Seller/ Service provider as the case may be must hand over transporter's copy of Invoice to the carrier along with other relevant documents. The original copy of Tax Invoice under GST should be sent along with the payment documents. In case, NALCO is not able to take Input Tax Credit for any default/ non-compliance by the vendor/ party/ seller/ service provider, same shall be recovered from the defaulting party. The vendor/ party/ seller/ service provider has to comply any modification in the prescribed rules by GST council/ appropriate authority from time to time in the purchase order

The Seller accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/ State statutes.

In case, NALCO is not able to take Input Tax Credit due to any noncompliance/ default/ negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

19.0 DESPATCH ARRANGEMENT:

The seller shall make necessary arrangement for transportation and timely delivery of the material at Buyer's Plant 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	:	M/s. National Aluminium Co. Ltd., Smelter Division, Nalco Nagar, Dist. Angul, Orissa (India) Attn.: AGM(Materials)
MODE OF DESPATCH	:	By Tanker
DESTINATION	:	Smelter Plant at Angul

Necessary e-way bills shall be arrange by Supplier and your despatch document should accompany with e-way bill .

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.

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.

22.0 The order shall be governed by these terms and conditions read with our General purchase conditions for indigenous 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.

- 23.0** The bidder or its proprietor/partner(s)/Director(s) of the firm should not have been convicted by a court of law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarised by the Notary. Besides, bidder should furnish litigation history of their firm or group firm. The litigation history shall include:
- (i) Arbitration cases pending
 - (ii) Disputed incomplete works
 - (iii) Pending civil cases against the firm or its Proprietor/ partner(s)/Director(s) involving moral turpitude in relation to business dealings.
 - (iv) Pending criminal cases against the firm or its Proprietor/ partner(s)/Director(s) involving moral turpitude in relation to business dealings.
 - (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings
- 24.0** 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-VI).
- 25.0** The tenderer must sign the integrity pact duly filled in as per Annexure-XI & submit the same alongwith unpriced bid , failing which offer shall be liable for rejection. Independent External Monitor (IEM) of Nalco for this NIT is as below who will oversee the compliance to integrity pact:
- i) Ms Archana Ranjan IRS (Retd.)
E-mail: ranjan.archana@mail.com
 - ii) Smt. Deepa Krishan IRS (Retd.)
E-mail: deepakrishangmail.com

Note: Only representation in respect of Integrity Pact need to be addressed to the nominated IEM and no query regarding tender terms and conditions should be address to the IEMs

- 26.0 P.O. against this tender will be treated independently without linking supply/prices with other ongoing contract.
- 27.0 For determining the Allied Firms, as per NALCO's Purchase Manual following factors will 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 controlling power.

28.0 SUBMISSION OF BIDS

The tenderers desirous to quote on the above basis must submit their offer in GeM as per detailed online submission procedure at Annexure-VII .

NOTE: Please refer to the Nalco's Website i.e www.nalcoindia.com and www.gem.gov.in for any future updation and modification (Addendum/Corrigendum) in NIT

FOR & ON BEHALF OF
NATIONAL ALUMINIUM COMPANY LIMITED

Signature :
Name : B.D. MOHANTY
Designation : GROUP GENERAL MANAGER (MATERIALS)
E-mail : bibhu.mohanty@nalcoindia.co.in
Contact no. : 09437561995

ANNEXURE-1

TECHNICAL SPECIFICATION				
MATERIAL: LIQUID COAL TAR PITCH				
SL.	PARAMETERS	UNIT	SPECIFICATION	METHOD USED
1	Softening Point (Mettler)	deg C	107-113	METTLER S.P. Apparatus
2	Coking Value (Alcan)	%	55 min	Alcan
3	Viscosity at 140 ⁰ C at 160 ⁰ C	cps cps	20,000 max 3,000 max	BROOKFIELD VISCOMETER
4	Quinoline Insoluble (Q.I)	%	5.0-11.0	Chemical method
5*	Toluene Insoluble (TI)	%	-	Chemical method
	Beta Resin (TI-QI)	%	20 min	Calculation
7	Density	g/cc	1.30 min	ACCUPYC, Apparatus
8	C/H in Pitch	-	1.73 min	LECO CHN Apparatus
9	C/H in Alpha Resin	-	3.5 min	LECO CHN Apparatus
10	Ash	%	0.50 max	Weight difference after ignition
11	Sulphur (S)	%	0.60 max	XRF
12	Sodium (Na)	%	0.035 max	XRF/AAS
13	Calcium (Ca)	%	0.010 max	XRF/AAS
14	Mesophase: An Optical Microscope must not show the presence of mesophase of size bigger than 10 micron			ASTM:D4616
<i>* These parameter is given only for calculation of Beta Resin.</i>				
XRF = X-Ray Fluorescence Spectrometer, AAS = Atomic Absorption Spectrophotometer.				
Note: Material shall be delivered at our Smelter Plant at temperature of 180 ⁰ C +/-10 ⁰ C.				

Note: The above specifications, figures/ranges are supposed to be for the Coal Tar Pitch as analysed and found at our site laboratory at Angul (to be verified within 30 days of receipt). Hence, while quoting and/in production of Pitch the party shall take sufficient measures to ensure that the pitch shall conform to the specification as analysed at Nalco, Laboratory, i.e. without considering allowances/tolerances if any for the testing equipment, reagents, etc.

ANNEXURE-1A**Typical Sample Analysis Result & Method used****Material: Liquid Coal Tar Pitch**

S L.	PARAMETERS	UNIT	SPECIFICATION	TYPICAL RESULT OBTAINED	METHOD USED BY NALCO	METHOD USED BY THE VENDOR
1	Softening Point (Mettler)	deg C	107-113		METTLER S.P. Apparatus	
2	Coking Value (Alcan)	%	55 min		Alcan	
3	Viscosity at 140°C at 160°C	cps cps	20,000 max 3,000 max		BROOKFIELD VISCOMETER	
4	Quinoline Insoluble (Q.I)	%	5.0-11.0		Chemical method	
5*	Toluene Insoluble (TI)	%	-		Chemical method	
6	Beta Resin (TI-QI)	%	20 min		Calculation	
7	Density	g/cc	1.30 min		ACCUPYC, Apparatus	
8	C/H in Pitch	-	1.73 min		LECO CHN Apparatus	
9	C/H in Alpha Resin	-	3.5 min		LECO CHN Apparatus	
10	Ash	%	0.50 max		Weight difference after ignition	
11	Sulphur (S)	%	0.60 max		XRF	
12	Sodium (Na)	%	0.035 max		XRF/AAS	
13	Calcium (Ca)	%	0.010 max		XRF/AAS	
14	Mesophase: An Optical Microscope must not show the presence of mesophase of size bigger than 10 micron				ASTM:D4616	
	<i>* These parameter is given only for calculation of Beta Resin. XRF = X-Ray Fluorescence Spectrometer, AAS = Atomic Absorption Spectrophotometer.</i>					

STANDARD METHOD FOR SAMPLING & TESTING

(A) **SAMPLING OF LIQUID PITCH :**

After receipt of tankers inside plant premises, sample(s) are collected by a sample scoop by immersing it through the top opening of the tanker either from a particular height or different height of tanker. Samples are drawn in a container for a quantity in between ½ to 1 Kg in duplicate containers. Samples are collected from each tanker for different suppliers and kept with proper identification. One container with the sample is sealed by the representative of the supplier for future reference in case of joint analysis. From the other container a sample mould is prepared for immediate softening point determination. Any other parameter can also be checked, if required. After the liquid sample is solidified, the unsealed container is unpacked & the sample is taken out and preserved in polyethylene sample bag with identification of truck / tanker no. and date received.

If any time, abnormal results are found in the initial softening point determination, then individual tanker samples are checked to reconfirm the abnormal results.

Then after 10-15 days collection a composite sample is prepared by taking (approx.) equal quantity of pitch from individual tanker preserved samples for each supplier. In this composite sample if any variation (out of specification) is found in one or more parameters, further investigation will be done from individual tanker sample already preserved. As the material is fed directly to the storage tank / process and gets mixed with other supplies, no further joint sampling is possible from the consignment tanker.

(B) **TOLUENE INSOLUBLE:**

The sample is digested with hot toluene using a reflux condenser. The insoluble matter is filtered through G-4 crucible, washed with Acetone dried and weighed.

(C) **QUINOLENE INSOLUBLE:**

The sample is digested with quinolene in a water bath at 70-80 degree C. The insoluble matter is filtered through a G-4 crucible using filter pad. Residue is washed with toluene and acetone, dried and weighed.

(D) **COOKING VALUE (ALCAN METHOD):**

1 gram of sample is taken in a weighed porcelain crucible fitted with overlapping lids and is completely embedded by 16/65 mesh (1mm/212micron) coke fraction in a nickel crucible. The crucible with metallic support is placed in an electric furnace, controlled

at 550 ± 10 deg C for 2.5 hours. After cooling down the crucible with the residue is weighed.

(E) SOFTENING POINT BY METTLER METHOD:

In this test method, the Softening Point is the temperature at which pitch suspended in a cylindrical cup (SS mould) with a 6.35 mm hole in the bottom, flows downwards a distance of 19 mm to interrupt a light beam, as the sample is heated at a linear rate in air.

Liquid pitch in hot condition is poured into a cup (SS mould) slowly until the level of pitch exceeds the upper edge of the cup keeping the tip of the container close to the top of the mould to minimize entrapment of air bubbles. The pitch in the cup (mould) is cooled until firm. The sample flush with the top of the cup (mould) is trimmed by pressing with a heated knife or spatula. The softening point is then determined by Mettler apparatus.

Mettler Softening Point Apparatus is set at a temperature 20 deg C below the expected Softening Point of the sample. The sample cup is placed in a cartridge assembly and then to the apparatus and heated in a programmed manner at the rate of 2 deg C/minute. The measurement is automatic and results of Softening Point is displayed.

(F) VISCOSITY:

Shearing is applied by rotation of a cylindro-conical barrel immersed in molten pitch in a fixed cylindrical container. The shearing strength is calculated from the measurement of the torque on the barrel in rotation.

Representative samples of Coal Tar Pitch is sampled in an oven at 150-160 deg C to bring into liquid condition or till the foam ceases. The liquid pitch is taken to fill half of the Aluminium cup or after cooling down, the sample is crushed to 1 mm size and filled to the full capacity of Aluminium cup and placed into the groove of Viscometer.

Viscosity readings are taken at 140⁰ C and 160⁰ C as per the standard procedure of Brooke field Viscometer.

(G) DENSITY (HELIUM PYCNOMETRY):

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

1 mm size sample representing the composite sample is taken for this test. The measurement is done under helium gas in an ACCUPYC Pycnometer as per standard procedure.

(H) ASH CONTENT IN PITCH:

The sample is weighed before and after complete combustion in air at 700 deg C. Place about 5-10 grams of sample is heated on a hot plate initially to remove the oil and then placed in muffle furnace at 350 deg C. The furnace temperature is raised progressively from 350 deg C to 700 deg C. Maintain the crucible and the test sample in the muffle furnace set at 700 deg C until a constant weight is obtained.

(I) PITCH IMPURITIES CONTENT BY XRF:

The concentration of the different impurities is determined using X-ray fluorescence spectrometry (XRF).

(J) C/H IN PITCH AND ALPHA RESIN:

C/H in Pitch and Alpha resin will be determined as per the standard procedure of LECO CHN Analyser.

(K) MESOPHASE:

The amount and size of mesophase in Pitch will be estimated as per ASTM-D4616 method by an optical microscope using reflected light.

ANNEXURE-IIA**PENALTY FOR MATERIAL SUPPLIED NOT CONFIRMING TO THE SPECIFICATION**

SL NO	PARAMETERS	SPECIFICATION	PENALTY RANGE	RATE OF PENALTY
1	Softening point (Mettler) degC	107-113	+/- 0.5 deg C	10%
2	% Coking value (Alcan)	55 min	- 0.5%	10%
3	% Quinoline Insoluble (Q.I)	5 -11	+/- 0.5%	10%
4	% Beta Resin	20 min	- 1%	10%
5	Viscosity – cps at 140 ⁰ C	20,000 max	+2000 cps	10%
6	Viscosity – cps at 160 ⁰ C	3,000 max	+ 500 cps	10%
7	% Ash	0.50 max	0.10%	10%
8	Density gm/cc	1.30 min	- 0.02 gm/cc	10%
9	% Sulphur (S)	0.60 max	+0.10%	10%
10	% Sodium (Na)	0.035 max	+0.010%	10%
11	% Calcium (Ca)	0.010 max	+0.010%	10%
12	Mesophase: An optical microscope must not show the presence of mesophase of size bigger than 10 micron.		Size more than 10 micron	20%

- In case parameters Sl. No.1 to 6 varies beyond the penalty range mentioned above in respect of one or more parameters, imposition of penalty should be at the flat rate of 50% of the landed cost.
- In case of parameters at Sl. No. 7 to 11 varies beyond the above mentioned penalty range in respect of one or more parameters, imposition of penalty should be at the flat rate of 25% of the landed cost.
- Penalty for C/H

1.	C/H in Pitch	<u>Penalty Range</u>	<u>Rate of Penalty</u>
		< 1.73	10%
		< 1.69	20%
		< 1.61	50%

1.	C/H in α -resin	<u>Penalty Range</u>	<u>Rate of Penalty</u>
		< 3.50	10%
		< 3.44	20%
		< 3.38	50%

Note : Max. penalty for C/H ratio deviation will be limited to flat rate of 50% of landed cost.

Note: In case of deviation in multiple parameters (considering all the 12 parameters), the maximum penalty will be levied at 50% maximum of the landed cost.

REQUIREMENT IN LIQUID PITCH TANKERS

The necessary requirements in Liquid Pitch Tankers in particular but not limited to this given below:-

- 1.0 The Liquid Pitch Tankers must have inbuilt Diesel Generator and electric heat tracing coils all around suitably covered under good insulation so as to maintain Liquid Pitch Temp. of $180^{\circ} \pm 10^{\circ} \text{C}$. The tanker is to be heated by electricity only and must not have any flue tube.

An automatic Temperature Control system should be provided to activate the generator. Temperature control system must be in operation in order to maintain temperature of liquid pitch within specified range of $180^{\circ} \pm 10^{\circ} \text{C}$ till unloading at site.

Heating Capacity of the tanker shall be good enough to raise the temperature appreciably whenever the pitch temperature goes down below 170°C .

- 2.0 Liquid Pitch Tanker must have one more reliable Temperature Indicator in order to know the temperature of Liquid Pitch inside the tanker.
- 3.0 Tanker outlet valve should also have electric heat-tracing coil covered by insulation so as to maintain it hot and facilitate easy flow of pitch during unloading. No separate external heating by LPG or Diesel or any other means is permissible.
- 4.0 Height of tanker unloading outlet valve should be minimum 4 feet above ground level.
- 5.0 Party must get well acquainted with Nalco's pitch unloading system as it would be party's responsibility to facilitate unloading at Nalco's receiving point.
- 6.0 For new parties, pre-despatch inspection of Liquid Pitch tankers will be conducted by site people in order to assess the performance of tanker automation facilities.

Parties must be of good repute having sufficient experience in supply of quality Liquid Coal Tar Pitch to Aluminium Industries. Nalco's Site Engineer's will have the option to visit party's plant installations , Laboratory facilities , as consistency in quality of supplied pitch is our prime important factor.

- 7.0 In case the tankers are held up at site for unloading due to various reasons like storage tank high level, the vendors shall have to wait till normalcy prevails without any extra charge for such cases. The supplier should adhere to the delivery schedule as per the normal consumption pattern unless instructed otherwise.

- 8.0 No loaded tankers will be allowed for detention inside the plant. However, in the process of decanting, the tankers will be allowed for completion of the unloading.
- 9.0 All the pitch tankers should be accompanied by a representative for coordination till unloading. Also it must have a helper so that any incident of such nature is reported at the earliest and appropriate remedial action or helps can be rendered.
- 10.0 For extension of electrical power to pitch tanker for heating, standard operating procedures as defined in the relevant sections of the electricity rules/codes are to be followed up without any fail. This facility shall be extended to the pitch tankers who comply with the relevant sections of the CEA Regulations, 2010. Moreover the vendor will be required to engage an electrician and also submit an under taking in this regard.

<p align="center">UNPRICED</p> <p align="center"><u>TENDER FOR SUPPLY OF LIQUID COAL TAR PITCH</u></p> <p align="center">(To be filled in by the Tenderer)</p>										
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 the CEO of the Company : GSTIN	:								
2. (i)	Name and Address of the Manufacturer along with Telephone No., Fax No., Email No. and Contact Person. GSTIN HSN code.	:								
(ii)	Location of the plant from where supplies shall be made.	:								
(iii)	Annual production capacity	:								
(iv)	Quantity booked by Supplier	:								
3 (a)	Whether specification of the material offered is strictly as per Annexure-I of Tender Notice.	:								
(b)	If yes, give details of the results of typical sample analysis and Code/Standard adopted for sampling and analysis along with guaranteed specifications of each parameter of material as per proforma on the right side in a separate sheet.	:	<table border="1"> <tr> <td>Typical sample analysis</td> <td>Your Guaranteed specification against each parameter of Nalco's specification along with test method</td> <td>Code/ standard adopted for sampling & analysis</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Typical sample analysis	Your Guaranteed specification against each parameter of Nalco's specification along with test method	Code/ standard adopted for sampling & analysis				
Typical sample analysis	Your Guaranteed specification against each parameter of Nalco's specification along with test method	Code/ standard adopted for sampling & analysis								
(c)	Confirm information as asked for in Annexure-IA is duly filled in and submitted alongwith the unpriced bid	:								
(d)	Confirm Liquid Pitch to be delivered at Smelter Plant, Angul at temperature 180 ⁰ C +/- 10 ⁰ C.	:								

(e)	Please Confirm acceptance to method of testing & sampling shall be as per Annexure – I & II.	:																															
(f)	Please confirm acceptance to Penalty for Material supplied not conforming to the specification as per Annexure –II A.	:																															
(g)	Please confirm acceptance to requirement of Liquid Pitch Tankers as per Annexure-III.	:																															
(h)	Please give brief description regarding process of manufacturing with flow diagram.	:																															
(i)	Indicate capacity of each tanker	:																															
Note : (All bidders who had not supplied to NALCO earlier are required to submit 5 Kg representative sample along with tender.)																																	
4.	Validity of the offer (<i>Minimum 90 days</i>)	:																															
5.(i).	Quantity offered.	:																															
(ii)	Confirm acceptance to our Clause No. 5.0 regarding Quantity.	:																															
(iii)	HSN code	:																															
6 (i).	Indicate monthly committed rate of supply.	:																															
(ii)	Transit Time from your Plant to our Plant	:																															
(iii)	Confirm total order quantity to be completed within, 45 days from PO, if any	:																															
7 (i).	Indicate past supply experience of quality Liquid Coal Tar Pitch for last 2 financial years 2020-21 & 2021-22 with Quantity & Name of each Customer for each year separately to Aluminium Industry and Non-Aluminium Industry as per proforma given in the right side in a separate sheet. Duly certified by a chartered accountant.	:	<table border="1"> <thead> <tr> <th>Year</th> <th>Qty. Supplied</th> <th>Name of Customer</th> <th>Aluminium Industry</th> <th>Non Aluminium Industry</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Year	Qty. Supplied	Name of Customer	Aluminium Industry	Non Aluminium Industry																					Total				
Year	Qty. Supplied	Name of Customer	Aluminium Industry	Non Aluminium Industry																													
Total																																	
(ii)	Please give Production & Turnover information for last 2 financial years 2020-21 & 2021-22 along with balance sheet for each year as per proforma given in the right side.	:	<table border="1"> <thead> <tr> <th>Year</th> <th>Production in MT</th> <th>Turnover in Rs.</th> <th>Whether balance sheet submitted</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Year	Production in MT	Turnover in Rs.	Whether balance sheet submitted																	Total									
Year	Production in MT	Turnover in Rs.	Whether balance sheet submitted																														
Total																																	

8. (a)	Confirm material shall be delivered at our storage tanks at smelter plant without any deterioration in quality	YES/NO																
(b)	Please Confirm acceptance to sampling & Pre-shipment inspection and penalty as per Clause No. 7.0 of NIT.																	
9. (a)	Confirm quoted prices are based on FOR destination basis including charges for handling, loading, forwarding, transportation till destination and inclusive of GST.																	
(b)	Please confirm freight charges is included in quoted price offered.																	
10.(i)	Confirm price has been quoted considering the price variation clause as per clause 3.0 of tender notice unconditionally.																	
(ii)	Any other condition mentioned in price bid should be mentioned here otherwise offer shall be liable for rejection.																	
11. (a)	Indicate present rate of IGST, which is included in your quoted price in GeM.																	
(b)	(i) Indicate present rate of CGST (ii) Indicate present rate of SGST Which are included in quoted price in GeM.																	
12.	Confirm all the provisions of the GST Act/ Rules/ requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable NALCO to take Input Tax Credit.																	
13	In case, NALCO is not able to take Input Tax Credit due to any noncompliance/ default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).																	
14.	Confirm requisite Bank Guarantee/Demand Draft towards EMD has been submitted as per proforma given in the right side.	<div>In case of BG :<table><tr><td>BG No.</td><td>BG Date</td><td>Issuing Bank</td><td>Validity Date</td></tr><tr><td></td><td></td><td></td><td></td></tr></table><div>In case of DD.<table><tr><td>DD No.</td><td>DD Date</td><td>Issuing Bank</td><td>Validity Date</td></tr><tr><td></td><td></td><td></td><td></td></tr></table></div></div>	BG No.	BG Date	Issuing Bank	Validity Date					DD No.	DD Date	Issuing Bank	Validity Date				
BG No.	BG Date	Issuing Bank	Validity Date															
DD No.	DD Date	Issuing Bank	Validity Date															

		In case RTGS			
		UTR no	Date	Bank	IFSC code
15.	Confirm that Performance Bank Guarantee for 3% of order value will be furnished as per conditions mentioned at Clause 12.0 of NIT and as per proforma enclosed in the Tender.	:			
16.	Confirm that you will start delivery immediately/as soon as possible within a week(7 day) from Letter of Intent/PO if any.	:			
17.	Confirm acceptance of Liquidated Damages for delay in deliveries specified in Clause 13.0 of Tender Notice.	:			
18.	Confirm specific acceptance to our Clause No.16.0 of "Tender Notice" covering the operation of Risk Purchase clause.	:			
19.	(i) Confirm whether you are a MSE unit with valid Udyam Registration (ii) Confirm whether you are a SC/ST MSE unit with valid registration. (iii) If MSE unit, confirm submission of the registration of Udyam Registration by the bidders.	:			
20.	Confirm acceptance to payment terms as per Clause No. 18.0 of tender notice.	:			
21.	Confirm acceptance of Part Order.	:			
22.	Indicate acceptance of Repeat Order within 12 months from the date of original order.	:			
23.	a) Please furnish the list of your Allied Firms, if any. (b) Please confirm whether you or your allied firm have been banned by NALCO. (c) Please confirm whether you or your allied firm have not settled NALCO's claim against Risk & Cost purchase. Note: - For determination of allied firms, factors as mentioned at clause no. 27.0 of NIT, are to be considered.	:			
24.	List of Partners/Directors in the bidder company and a declaration that Partners/	:			

	Directors of the bidder company have no interest in any other bidders in respect of the same tender.	
25.	Confirm acceptance to all other terms and conditions mentioned in the tender.	
26.	In case of reservation to any terms and conditions of tender confirm clause-wise comments have been specified.	
27.	Confirm submission of Required certificate of the bidder as class-I or Class-II local supplier as per (PPP-MII order) BQC clause no. 1 of Annexure-A.	
28.	Please confirm requisite affidavit & litigation history as per clause 23 submitted.	
29.	Confirm whether SA-8000 format duly filled in submitted	
30.	Please confirm you have submitted integrity pact as per Annexure XI duly filled in & signed Alongwith unpriced bid.	
31.	Please confirm that bidder has submitted the Compliance certificate in regards to the guidelines for Land border sharing with India. Pl refer Clause No.27.0 of annexure-VII.	
32.	Please confirm that provision of welfare, wages, social security benefits, provident fund, employees state insurance, etc. available to workers are complied with	
33.	Please confirm you will strictly follow the unloading procedure of liquid CT Pitch tanker & safety compliance as per instruction of Smelter Plant.	
34.	We confirm,	
(a)	We have read the Buyer's terms and conditions for contained in their Tender Notice and also their General Terms and Conditions Indigenous Purchase (Annexure-VIII) and Instructions to Tenderers (Annexure-VII) 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.	

PLACE :
DATE :

Signature of the Tenderer
Name :
Designation :
Seal :

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.

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)

ANNEXURE-V

PRICE SCHEDULE

Sl.no.	Element of price	Rs. PMT
1	Basic price FOR NALCO, Angul (Including loading & transportation till destination)	
2	(i) IGST @ 18% on Sl. no. - 1 Or	
	(ii) CGST @ 9% on Sl. No.-1 & SGST/UTGST @9% ON Sl. No.-1	
3	Total (1 + 2 (i) or (ii)) FOR Destination price inclusive of all (loading & transportation and GST) to be quoted in GeM Portal.	

NOTE: The above Basic Price (sl.no1) are firm and shall remain firm till completion of entire execution of the order except for price variation on account of variation of crude tar price by M/s SAIL, RSP & M/s RINL, Vizag as per clause No.3.0 of NIT).

Annexure-VI

Social Accountability 8000 Compliance Format

A. Basic information

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

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
- Do you provide safe & healthy work environment as per statutory requirement? Yes/No

- If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No
- Are you certified for SA 8000? Yes/No
- If Yes, please submit a copy of SA8000 Certificate alongwith this filled up questionnaire
- Have you undergone Code of Conduct Audit (COC Audit) in last 2 years ? Yes/No
- If yes, please submit a copy of Code of Conduct Audit Report alongwith this filled up questionnaire
- Have your sub-suppliers been certified for SA 8000? Yes/No
- Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you provide safety training to your employees? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- If not, do you get the facilities from NALCO Yes/No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining in your organization?

Yes/No

If no, how do you ensure freedom of expression?

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

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

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

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

- Do you maintain a disciplinary procedure? Yes/No

- If no, how do you terminate your employee?

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

-
- How many shift you have? _____ shifts
 - What is the official working time? _____ hours
 - Which day is off day in your organization? _____

- In case, a person works in off day or holiday, how is he/she compensated?
-
-
-

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

- Is there any apprentice period in your organization? Yes/No
- If yes, what is the apprentice period in your organization? _____

- Do you have any international certification Yes/No
- If yes, please specify

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

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

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

Signature:

Designation:

Date

Seal of the organization

ANNEXURE-VII

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 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.
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 www.gem.gov.in in .pdf format. Tender to be submitted in GeM portal.
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.

8.0 SUBMISSION OF BID:

8.1 The bid due date for the tender is as specified in GeM portal.

8.2 The bids are to be submitted online before the bid due date and time through GeM Government e-Marketplace (www.gem.gov.in). In case of any difficulty in submission of online bid through GeM portal, the bidders are requested to contact the helpdesk of GeM portal at their mail ID helpdesk gem@gov.in. Alternatively, they may also be contacted at toll free No. 1800-419-3436.

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

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

Part –I (un-priced) Bid, shall consist of:

- (i) **Duly filled-in un-priced bid proforma** for indigenous offer (**Annexure – IV**).
- (ii) Required certificate indicating the bidder as Class-I or Class-II local supplier as the case may be, from the statutory auditor or cost auditor of the company or from a practicing cost accountant or practicing chartered accountant giving the percentage of local content as per PPP-MII order.
- (iii) **Copy of Earnest Money deposited/submitted (Original EMD BG/DD/RTGS details to be deposited on or before the stipulated due date & time for submission of bid)**
- (iv) Copies of production, supply experience figures for the last two financial years 2019-20 & 2020-21 duly certified by a chartered accountant/chartered engineer or supporting documentary evidence i.e. copies of invoice matching with declared quantity.
- (v) Audited/certified by chartered accountant standalone Balance sheet and profit & loss account for last three financial years i.e. 2019-20, 2020-21 & 2021-22.
- (vi) Technical literature about the process of manufacture of material, brochure of manufacturer & other technical requirement as per NIT along with the tender.
- (vii) Litigation history as per clause 23 of NIT.
- (viii) Filled in Mandate Form for Electronic Payment.
- (ix) Duly filled in SA-8000 format.
- (x) Pre-contract Integrity Pact duly signed Annexure-XI.

PLEASE NOTE : ORIGINAL EMD BG / DD SHOULD BE REACHED TO US WITHIN DUE DATE AND TIME.

8.3.2 Price Bid:

Price Bids (Inclusive of Transportation & Taxes) should be Submitted in GeM.

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

10.0 NALCO reserves the right to accept or reject any bid, and to 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.

11.0 RATES :

The Indigenous tenderer should offer rates including all charges and inclusive of Taxes & duties for delivery Point basis, inclusive of handling, loading and forwarding charges , Freight charges by Road should for delivery at Smelter Plant, Angul , inclusive of IGST/UTGST/CGST/SGST .

12.0 (a) When quotations are called for conforming a drawing specifications, the offers should strictly conform to the specified drawing/specification. No samples need be submitted in such cases unless otherwise laid down specifically .

(b) When samples are called for along with tenders, they should be marked and labelled so as to correspond with the item of the tender. They should be sent 'freight paid' to the same address as the tender and arrangements should be made to see that they arrive by the opening date of the tender, otherwise offers are liable to be rejected.

(c) The tenderers must state on the tender form, if he requires the return of unaccepted samples failing which they will be retained by the Purchaser. Unaccepted samples will be collected by the local firms themselves and will be returned to outside firms per Passenger Train 'Freight to pay'. The Company shall not in any way be responsible for the return of the sample in its original condition.

13.0 NATURE OF STORES :

a) In the case of indigenous goods, tenderers must show in the relevant column, whether the material offered is a Product of a cottage or a Small Scale Industry or a Factory product.

- b) When offering imported material for supply the maker's name, brand and country of origin must be mentioned in the quotation.

14.0 IMPORT LICENCE AND OTHER ASSISTANCE :

- a) If the tenderer requires Nalco's assistance in securing an import licence the fact should be specifically mentioned in the tender but Nalco can not guarantee the securing of an Import Licence.
- b) The contractor shall not, except to the extent specifically agreed to by the Purchaser in the Purchase Order, be entitled to assistance either in the procurement of raw materials required, for the fulfilment of the contract and/or in the securing of Transport Facilities.

15.0 VALIDITY PERIOD OF OFFERS AGAINST TENDERS :

Tenderer must keep their offers open for at least 12 weeks from the opening date of the Tender offers against advertised tenders or where Nalco's assistance is required for obtaining import licence the offers should be kept open by the tenderer for at least 120 days .Where, however, tenders can not comply with this condition, they should specifically mention in their tender the period for which their offer may be considered as valid.

16.0 DELIVERY PERIOD AND RISK PURCHASE :

- a) The delivery period quoted must be specific and realistic. The inability of the successful tenderers to execute orders in accordance with delivery schedules, will entitle Nalco to Purchase the stores at the risk and cost of the contractors. Such failures will also be kept in view when considering their subsequent quotations.
- b) In case, where offers are accepted at higher rates than those submitted by other tenderers against a particular tender for consideration of earlier delivery and the supply is not made within the stipulated time the Purchaser reserves the right to reduce the part of the supplies outstanding (as well as earlier delivered supplies made under the contract which could not be put to its intended use in the absence of undelivered material) to the price of the said lower quotation without derogation from all other rights and remedies that NALCO may have against the supplier for breach of contract, such price reduction will not in any way confer any right on the supplier to any extension of the agreed delivery date.

17.0 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.

18.0 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 cases, 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.

19.0 CONDITIONS OF CONTRACT :

The conditions of Contract are embodied in NALCO Standard Conditions of Contract, as supplemented by the instructions contained herein.

20.0 TESTING OF STORES :

The suppliers shall be required to reimburse Nalco for any expenditure incurred in testing supplies which failed to correspond to the required specifications.

21.0 BOOKING INSTRUCTIONS :

Consignments, whether full wagonloads or smalls should be booked by goods trains unless otherwise stated to the Consignee as specified in the Purchase Order.

22.0 ADVICE OF DESPATCH:

- a) Suppliers would send an advice as soon as the material 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.

23.0 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 rates should be shown both in words and figures. Bills either prepared or signed by Pencil or ball point 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.

24.0 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 despatch particulars etc. to facilitate prompt action being taken for settlement of their bills.

25.0 REMOVAL OF REJECTED MATERIALS :

- a) Local firms will remove the rejected materials within 7 days of the date of issue of the rejection memo falling which the responsibility of Nalco will cease and the material will remain at Supplier's entire risk and Nalco shall have right to dispose of such stores at the supplier's risk and account without reference to them.
- b) Rejected materials of out station firms if not removed within 21 days of issue of a rejection memo, will be despatched to them at their risk and responsibility by goods train, freight to pay.

26.0 GUARANTEE CLAUSE :

The contractor guarantee that the store which he supplies will be built fully in accordance with specifications and will operate properly. In all cases, the contractor guarantee that his design would strictly follow the ' as made' detailed drawings with such modifications, as are notified in respect of each type. The Contractor further guarantees that the Stores will be free from defects in material and workmanship provided that the contractor's liability on this respect shall be limited to furnishing and

installation of replacement of parts free of any charges or the repair of defective parts only to the extent that such replacements or repairs are attributable to or arise from faulty workmanship of material, or designs in the manufacture of the stores. In the case of imported stores the contractor shall deliver the spares at an Indian port from which point the Purchaser shall clear through customs and arrange delivery at this expense to the inland destination. If the contractor so desires the replaced parts can be taken over by his representatives in India for disposal, as he deems fit, within a period of 3 months from the date of receipt of replacement of parts. At the expiry of this period, no claim whatsoever shall lie on the Purchaser.

It shall be a condition of the guarantee here under that any defects complained of shall be brought to the Contractor's attention within a reasonable time of their being first discovered. The guarantee herein contained shall not apply to any material which shall have been repaired or altered by the Purchaser, or on his behalf in any way so as to affect its strength performance or rehabilitate or to any defect to any part due to misuse, negligence or accident.

The guarantees herein contained shall expire in respect of each item of stores, on the expiration of 24 months from the date of its delivery in India or 18 months from the date of its placing in service whichever is earlier, except in respect of defects notified to the contractor prior to expiration of such date.

All replacements and repairs that the Purchaser shall call upon the Contractor to deliver or perform under this guarantee (shall be delivered and performed) by the contractor promptly and satisfactorily.

Any approval or acceptance by the purchaser of the stores or of the materials incorporated herein shall not in any way limit the contractor's liability hereunder.

The decision of the purchaser in regard to contractor's liability under this guarantee shall be final and conclusive.

27.0 **GUIDELINES FOR ELIGIBILITY OF A BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:**

All the clauses of Order No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>) All the bidders are required to submit compliance certificate as asked in the above order no. F. No. 6/18/2019-PPD dated 23.07.2020.

The model certificate is given below:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of

bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.”

If the above certificate given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.

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 is 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. 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. SECURITY DEPOSIT:

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 equivalencies 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 Purchaser 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. 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. 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 and 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 the stores has been supplied and to recover from the Contractor a 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 Purchase 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 Purchaser may sustain by reason of such failure on the part of the Contractor.

6. EXTENSION OF TIME FOR DELIVERY:

If such failure as aforesaid shall have arisen from any cause which the Purchaser 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. 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 drawing, specification or sealed pattern, be considered.

8. 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. 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. 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. 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. 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. 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. SUBLETTING OF CONTRACT:

The Contractor shall not sublet or assign this contract or 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 where on 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. 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. 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 priced 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. REMOVAL OF REJECTED STORES:

When any stores delivered for inspection at the Consignees depots are rejected on account of default on the part of the Contractor, they shall be removed by the Contractor within 14 days from the date of rejection. Except in case of local firm in whose case the reject stores must be removed within 7 days of the issue of rejected memo. Such rejected stores shall lie at the Contractor's risk from the date of such rejection. If not removed within the stipulated period, as mentioned herein before the Purchaser shall have the right to dispose of such stores as he thinks fit at the Contractor's risk and on his account. The property in goods shall not pass from the Contractor unless and until accepted by the Purchaser after inspection.

18. 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 on 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 of 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. 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. COMMISSION, ETC.:

Any commission, gift or advantage given promised or offered by or on behalf of the Contractor or 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 or 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 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. LAW GOVERNING THE CONTRACT:

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

22. HEADINGS:

The headings of the conditions here to shall not affect the construction hereof.

23. ARBITRATION:

The following clause should be inserted in every order issued:

In the event of any dispute or difference of opinion between the purchaser and the Contractor as to their respective rights obligation of the parties here under or as to the true intent meaning and of these presents and of any articles or conditions thereof, such dispute or difference of opinion (except the matter regarding which the decision has been specifically provided for the terms of the contract) shall be referred to the sole arbitration of an Officer, who shall be nominated for this purpose by the Chairman-cum-Managing Director for the time being as the case may be and his decision shall be final, conclusive and binding on the parties. There will be no objection that he had to deal with the matters to which the contract relates or that in the course of his duties as a Company's employees, he has to express views on all or any of the matters in dispute or difference, the award of the arbitrator shall be final and binding on the parties to this contract.

24. POWERS:

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

25. TERMINATION:

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

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

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).
9. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at _____ (Bank name), _____ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751XXX

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. Allahabad Bank.
2. Andhra Bank.
3. Bank of Baroda
4. Bank of India.
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Oriental Bank of Commerce
13. Punjab National Bank
14. Punjab and Sind Bank
15. State Bank of India.
16. Syndicate Bank
17. Union Bank of India
18. UCO Bank
19. Vijaya Bank

(Nineteen Banks)

LIST OF STANDARDISED BANKS

SCHEDULED PRIVATE SECTOR BANKS (INDIA)

1. HDFC Bank Ltd.
2. ICICI Bank Ltd.
3. Axis Bank Ltd
4. Kotak Mahindra Bank Ltd
5. YES Bank
6. IndusInd Bank Ltd.
7. The Federal Bank Ltd.
8. The Jammu & Kashmir Bank Ltd.
9. The South Indian Bank Ltd.
10. The Karur Vysya Bank Ltd.
11. The Karnataka Bank Ltd.

12. IDFC Bank
13. RBL Bank
14. The Lakshmi Vilas Bank Ltd.
15. Tamilnad Mercantile Bank Ltd.
16. City Union Bank Ltd.

(Sixteen Banks)

SCHEDULED FOREIGN BANKS

	<u>BIC No.</u>
1. Abu Dhabi Commercial Bank Limited	ADCB AE AA
2. Australia & New Zealand Banking Group Limited.	ANZB AU 3M
3. Bank of America NA	BOFA US 3N
4. Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM
5. Bank of Ceylon	BCEY LK LX
6. Barclays Bank PLC	BARC GB 22
7. BNP Paribas	BNPA FR PP
8. Citibank N.A.	CITI US 33
9. Commonwealth Bank of Australia	CTBA AU 2S
10. Credit Agricole Corporate & Investment Bank	BSUI FR PP
11. Credit Suisse AG.	CRES CH ZZ
12. DBS Bank Ltd.	DBSS SG SG
13. Deutsche Bank AG	DEUT DE FF
14. Doha Bank	DOHB QA QA
15. FirstRand Bank Ltd.	FIRN ZA JJ
16. Industrial Bank of Korea	IBKO KR SE
17. Industrial & Commercial Bank of China Limited	ICBK CN BJ
18. JP Morgan Chase Bank	CHAS US 33
19. KEB Hana Bank	KOEX KR SE
20. Krung Thai Bank Public Company Ltd.	KRTH TH BK
21. Mashreqbank PSC	BOML AE AD
22. Mizuho Bank Ltd.	MHCB JP JT
23. National Australia Bank Ltd.	NATA AU 33
24. Sberbank	SABR RU MM
25. Shinhan Bank	SHBK KR SE
26. Societe Generale	SOGE FR PP
27. Sonali Bank Ltd.	BSNBDDH
28. Standard Chartered Bank	SCBL GB 2L
29. Sumitomo Mitsui Banking Corporation	SMBC JP JT
30. The Bank of Nova Scotia	NOSC CA TT
31. The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32. The Hongkong and Shanghai Banking Corp.Ltd.	HSBC HK HH
33. The Royal Bank of Scotland PLC	RBOS GB 2L

34.	United Overseas Bank Ltd.	UOVB SG SG
35.	Westpac Banking Corporation	WPAC AU 2F
36.	Woori Bank	HVBK KR SE

(Thirty Six Banks)

ANNEXURE-IX (A)**FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT [E.M.D.]****PART - A
DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO	NBC/MM/01/NIT/LCTP/2023
	DATE	04.01.2023
2)	DESCRIPTION OF TENDER	LIQUID COAL TAR PITCH
3)	EMD AMOUNT (IN RS)	7,25,000/- (RUPEES SEVEN LAKHS TWENTY FIVE THOUSAND ONLY)
4)	SBI ACCOUNT NO	10044880013
5)	SBI BRANCH CODE	009817
6)	SBI IFSC CODE	SBIN0009817

**PART - B
DETAILS TO BE FURNISHED BY VENDOR**

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

Note : The format duly filled-in shall be sent, along with proof of remittance (transaction slip/receipt), on the same day of remittance, by email to : purna.gummadi@nalcoindia.co.in

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).
9. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at _____ (Bank name), _____ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751XXX

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. Allahabad Bank.
2. Andhra Bank.
3. Bank of Baroda
4. Bank of India.
5. Bank of Maharashtra
6. Canara Bank
7. Central Bank of India
8. Corporation Bank
9. Dena Bank
10. IDBI Bank
11. Indian Bank
12. Oriental Bank of Commerce
13. Punjab National Bank
14. Punjab and Sind Bank
15. State Bank of India.
16. Syndicate Bank
17. Union Bank of India
18. UCO Bank
19. Vijaya Bank

(Nineteen Banks)

LIST OF STANDARDISED BANKS

SCHEDULED PRIVATE SECTOR BANKS (INDIA)

1. HDFC Bank Ltd.
2. ICICI Bank Ltd.
3. Axis Bank Ltd
4. Kotak Mahindra Bank Ltd
5. YES Bank
6. IndusInd Bank Ltd.
7. The Federal Bank Ltd.
8. The Jammu & Kashmir Bank Ltd.
9. The South Indian Bank Ltd.
10. The Karur Vysya Bank Ltd.
11. The Karnataka Bank Ltd.
12. IDFC Bank

13. RBL Bank
14. The Lakhsmi Vilas Bank Ltd.
15. Tamilnad Mercantile Bank Ltd.
16. City Union Bank Ltd.

(Sixteen Banks)

SCHEDULED FOREIGN BANKS

	<u>BIC</u>
1. Abu Dhabi Commercial Bank Limited	ADCB AE AA
2. Australia & New Zealand Banking Group Limited.	ANZB AU 3M
3. Bank of America NA	BOFA US 3N
4. Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM
5. Bank of Ceylon	BCEY LK LX
6. Barclays Bank PLC	BARC GB 22
7. BNP Paribas	BNPA FR PP
8. Citibank N.A.	CITI US 33
9. Commonwealth Bank of Australia	CTBA AU 2S
10. Credit Agricole Corporate & Investment Bank	BSUI FR PP
11. Credit Suisse AG.	CRES CH ZZ
12. DBS Bank Ltd.	DBSS SG SG
13. Deutsche Bank AG	DEUT DE FF
14. Doha Bank	DOHB QA QA
15. FirstRand Bank Ltd.	FIRN ZA JJ
16. Industrial Bank of Korea	IBKO KR SE
17. Industrial & Commercial Bank of China Limited	ICBK CN BJ
18. JP Morgan Chase Bank	CHAS US 33
19. KEB Hana Bank	KOEX KR SE
20. Krung Thai Bank Public Company Ltd.	KRTH TH BK
21. Mashreqbank PSC	BOML AE AD
22. Mizuho Bank Ltd.	MHCB JP JT
23. National Australia Bank Ltd.	NATA AU 33
24. Sberbank	SABR RU MM
25. Shinhan Bank	SHBK KR SE
26. Societe Generale	SOGF FR PP
27. Sonali Bank Ltd.	BSONBDDH
28. Standard Chartered Bank	SCBL GB 2L
29. Sumitomo Mitsui Banking Corporation	SMBC JP JT
30. The Bank of Nova Scotia	NOSC CA TT
31. The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32. The Hongkong and Shanghai Banking Corp.Ltd.	HSBC HK HH
33. The Royal Bank of Scotland PLC	RBOS GB 2L
34. United Overseas Bank Ltd.	UOVB SG SG
35. Westpac Banking Corporation	WPAC AU 2F

36. Woori Bank

HVBK KR SE

(Thirty Six Banks)

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2022, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through 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 Liquid Coal Tar Pitch 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 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 such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
 - 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public

Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.

- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.. **Sanctions for Violations :**

- 5.1. Any breach of the aforesaid provisions by the BIDDER or 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.
- (i) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
6. Independent External Monitors (IEMs):
- 6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website (www.nalcoindia.com).

- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM 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.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. **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.
8. **Law and Place of Jurisdiction:**

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

9. **Other Legal Actions:**

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

10. **Validity:**

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

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

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

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

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation:

Company: NALCO

Official Seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____