

Sub : OPEN TENDER THROUGH GeM (Government e Marketplace) UNDER BID TO RA (REVERSE AUCTION) FOR PROCUREMENT OF CALCINED PETROLEUM COKE FOR SMELTER PLANT, ANGUL

Dear Sir,

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

1. Bidder's Qualifying Criteria (BQC) – Annexure A
2. Tender Notice No. NBC/MM/01/NIT/CPC/2023
3. Technical Specification (Annexure-I)
4. Penalty clauses for the non conforming C.P.Coke consignment (Annexure-IA)
5. Proforma for submitting specification (Annexure-1B)
6. Testing & Sampling Method (Annexure-II)
7. Unpriced bid proforma for Indigenous offer (Annexure-III)
8. Price Evaluation Formats for indigenous offer (Annexure-IV)
9. Proforma for SA-8000 (Annexure-V)
10. Instructions to tenderers (Annexure-VI)
11. General terms and conditions governing indigenous purchase (Annexure-VII)
13. Proforma for Bank Guarantee for EMD (Annexure VIII)
14. Proforma for Performance Bank Guarantee (Annexure- IX)
15. Proforma for pre contract Integrity pact (Annexure- X)

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

Thanking you,

Yours faithfully,

For & on behalf of NATIONAL ALUMINIUM COMPANY LIMITED.,

Signature :

Name : B.D. Mohanty

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) Bidders should have supply experience of C. P. Coke for last two financial/calendar years 2020-21 and 2021-22 or 2020 and 2021 (applicable as per the accounting procedure of bidder).

They must submit the production & supply experience of C.P. Coke for the aforesaid two years duly certified by chartered accountant/chartered engineer or supporting documentary evidence i.e. Invoice copies or B/L matching with declared quantity.

Bidder (other than manufacturer) has to furnish only supply experience of C. P. Coke for above mentioned two years should indicate in their offer the name of manufacturer/s from whom they intend to supply C. P. Coke to NALCO along with support letter of manufacturer/s, confirming allocation of quantity for the above tender. Offer not accompanied by above details is 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.*

- III) The offer of the bidder will be considered only if they have offered to supply a minimum quantity 7,800 MT by rake or by road.
- IV) Average annual financial turnover of the bidder during the last three financial/calendar year 2019-20, 2020-21 and 2021-22 or 2019 , 2020 & 2021 (applicable as per the accounting procedure of bidders), should be at least Rs.56.38 Crores.

Net worth of the bidder during the last financial year shall be positive as per audited balance sheet.

Bidders who do not have average annual turnover and positive net worth as above will not be considered.

- v) New bidders (i.e. bidders who have not supplied C. P. Coke to NALCO earlier) should have minimum average supply experience of 7,800 MT of C. P. Coke during last two years (i.e. FY 2020-21 & 2021-22 or calendar years 2020 & 2021). Otherwise their bid will not be considered. *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.*

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

- 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) Suppliers who had failed to execute our previous order and/or have not settled our claim against the Risk & Cost procurement shall not be considered against the present tender. The firms who are banned by NALCO will not be considered for placement of order. Allied firms of above suppliers will also not be considered.

TENDER NOTICE NO (NIT). NBC/MM/01/NIT/CPC/2023**Date: 17/02/2023**

Last date & time of receipt of the Tender (both priced & unpriced) - **27/02/2023 upto 3.00 PM**

Date & time of opening of the Tender (unpriced only) - **27/02/2023 at 3.30 PM**

Dear Sir,

We are in the market for procurement of **90,000 MT \pm 5%** of Calcined Petroleum Coke for our Smelter Plant, Angul, Orissa, (India), with specification at Annexure- I. NALCO reserves the right to procure the part/full quantity. **NALCO will go for reverse auction in GeM portal.** The tolerance of \pm 5% shall be at buyer's option. Bids are invited both from indigenous manufacturer/supplier. Supplier should indicate the name of the manufacturer whose product is being offered and letter of manufacturer confirming allocation of quantity with quality certificates for the above tender should accompany the offer. The past supply experience for last 2 years (i.e. 2020-21 & 2021-22 or 2020 & 2021 in case of calendar years) must be furnished as per proforma given. Offers not accompanied by above details are liable for rejection. Please refer BQC for detail requirement.

The tender is invited with following terms & conditions.

- (A) Bids are invited from indigenous bidders (manufacturer/supplier). The 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-VI 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 of Bids:

- (i) In order to be able to participate in our Online tender you need to register themselves in GeM Portal (www.gem.gov.in).
- (ii) Bidders are required to submit their online bid in GeM Portal.
- (iii) Please note that only online bids will be considered.
- (iv) 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.
- (v) Nalco shall not take any responsibility for delay in on-line submission of tender after scheduled date & time. Offers incomplete in any respect will be summarily rejected.

- (vi) 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, unless such deviation are removed unconditionally as communicated by the buyer. No correspondence in this regard will be entertained.
- (vii) However Buyer reserves the right to procure the part/full quantity. Supplier should indicate the name of the manufacturer(s) whose product is being offered. However, it would be the sole responsibility of bidder to fulfil the contract, if awarded. The past supply experience of supplier and manufacturer for last two years must be furnished as per BQC in the proforma given separately. Offers not accompanied by above details are liable for rejection.
- (viii) The Un-price (Part-I) bid will be opened on scheduled date for opening of tender for techno-commercial evaluation. The price bids of techno-commercially qualified bidders shall only be opened on a later date. The date & time of opening of price bid shall be intimated to the qualified bidders.
- (ix) Supplier who had failed to execute our previous order and/or have not settled our claim against the Risk & Cost procurement shall not be considered against the present tender. The firms who are banned by NALCO will not be considered for placement of order.
- (x) Being a critical raw material, the company reserves the right not to accept any offer received from a bidder, if any “allied firm” of the bidder is black listed/banned/suspended by NALCO or failed to execute previous order as mentioned at para VII of BQC, in terms of the provisions contained in NALCO’s Purchase/ Contract Manual. As per Purchase Manual in determining allied firms the following factors shall be taken into consideration.
 - (a) whether the Management is common;
 - (b) whether majority interest in the Management is held by the partners or Directors of the blacklisted/banned/suspended Firm;
 - (c) whether substantial or majority shares are owned by the blacklisted/banned/suspended Firm and by virtue of this, it has a controlling power.

In this context clause 22 of Annexure III may be referred to.

(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.

(i) Mr.A. K.Maity, AGM(Matls.) e-mail: anup.maity@nalcoindia.co.in
Mob. +91 9937007103

(ii) Mr. B. D. Mohanty, GGM(Matls) e-mail: bibhu.mohanty@nalcoindia.co.in
Mob: +91 9437561995 Landline: +91 674 2301 235

- (D) Please refer to the Nalco's Website i.e www.nalcoindia.com and www.eprocure.gov.in & www.gem.gov.in for any future updation and modification (Addendum/Corrigendum) in NIT.
- (E) **The Revers Auction will be conducted in GeM portal as per Guide Line/provision of GeM portal.**

1.0 **QUALITY & SPECIFICATION :**

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

2.0 **PRICE BASIS FOR TENDER :**

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

- A1) Price should be quoted in GeM Portal as per price schedule (ref. Annexure-IV). The quotation should be for **delivery of material at Nalco's Smelter Plant, Angul, (FOR Destination NALCO's Smelter plant basis including GST, Packing forwarding and freight).**
- A2) A firm price for supply from the date of order during entire contract period.

2.1 **TAXES & DUTIES**

To indicate present rate of IGST, CGST & SGST which is included in price bid and statutory variation to the same 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.

3.0 **DISTRIBUTION OF QUANTITIES**

- (a) Nalco would like to procure the tender quantity by placing orders on minimum 3 parties. The buyer reserves the right to conduct price negotiation if necessary and the same shall be done only with L-1 tenderer and parties will be asked to match L- 1/negotiated L-1 price for distribution of order in order of pricing position in the tender. Percentage of distribution in order of pricing position in tender subject to matching the L-1 price/negotiated L-1 price will be in the ratio of 50%:30%:20% (after considering the requirement of clause nos. (b) & (c)). The above distribution can be changed in the event parties eligible for ordering as per pricing position in the tender have

offered/acceptable (as per eligibility clause of NIT)) for lesser quantity. The distribution of order can be made to more than 3 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) Parties, who have not supplied to NALCO earlier but are eligible otherwise, may be considered for awarding maximum of 20% (*rounded off to nearest full rake load*) of tender quantity if they are lowest (L-1) bidder in the tender. However if the parties are not L-1 but eligible for ordering as per interse position, trial order for maximum 10% (*rounded off to nearest full rake load*) of tender quantity may be considered subject to matching L-1 price.

However, such party will be asked to execute a trial quantity of 1 rake load (2600 MT approx) of ordered quantity & depending on successful delivery of trial quantity clearance will be given for executing the balance quantity of the purchase order.

- (c) (i) The qualified MSEs participating in the tender, who have quoted within the price band of L-1 +15% can be given a chance to match with L1 price in order of their bid position and take order for supply of up to 25% of the tender quantity, if the L1 bidder is other than a MSE.
- (ii) 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.
- (iii) Further in case of participation of women MSEs, minimum 3 % of tender quantity shall be reserved for placement of order on them, out of the 25% of tender quantity reserved for MSEs, subject to matching with L-1 Price in the tender.
- (iv) If there is no participation from SC/ST category/women owned MSEs or when SC/ST MSEs/ women owned MSEs do not match the L-1 price, then the tender quantity reserved for them shall be available to other MSEs.
- (v) In case of more than one such MSEs in a tender, then the supply shall be shared proportionately to their tendered quantity.
- (d) NALCO reserves the right to eliminate at least one bidder (place in highest order of pricing position) while considering placement of order(s) subject to other conditions of NIT.
- (e) However, Buyer reserves the right to cancel the tender without assigning any reasons for the same.
- (f) MSME bidders are requested to register their Udyam Registration(UM) as per circular issued by Ministry of Micro, Small and Medium Enterprises (MSME). In this regards MSE bidders are required to give declaration of Udyam Registration certofocate in GeM, failing which such bidders will not be considered as MSEs bidder.
- (g) Nalco will go for Bid to RA (Reverse Auction) in GeM Portal. After completion of Reverse Auction process the price bids of all eligible bidders in GeM shall be opened in the system. Accordingly inter-se pricing position will be determined.

- (h) The bidders having common management and common professional stakes will be treated as if they are from single source because of common management. After the reverse auction in GeM portal, NALCO will consider only the lowest of bid of bidders having common management 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 considered. Under the situation where total quantity offered/eligibility of bidders (including the lowest bid of the bidder having common management) is less than full tender quantity, then the bidder having common management can also be considered together with other bidders.

To determine common management 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.

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

- (a) The bidders are required to submit maximum annual production and supply experience of C.P. Coke in the last 2 years i.e. 2020-21 & 2021-22 For organizations where accounting is done on calendar year basis, they are to submit their production and supply experience for last two calendar years i.e. 2020 and 2021. The eligibility of quantity for a bidder shall be 20% extra over maximum of two years production, supply experience or quantity offered by vendor whichever is lower subject to having production capacity.
- (b) The bidders are required to submit copies of production; supply experience figures & production capacity as mentioned above duly certified by a chartered accountant/chartered engineer in the unpriced bid failing which their offers may be liable for rejection. As regards production capacity, the bidders must enclose copy of factory licence/consent given by pollution board to operate/acknowledgement by SIA.
- (c) Tenderers/Manufacturers must enclose technical literature about the process of manufacture of material, brochure of manufacturer along with the tender. The

tenderers who had not supplied previously to NALCO should submit a representative sample taken from the whole lot (preferably following sampling procedure as detailed at clause 2.2 in Annexure-II) of material proposed to be supplied in sealed package of minimum 5Kg and hand it over to the buyer alongwith the tender. The sample should meet the specification parameters as per Annexure-I. Deviations in parameters as per Annexure-IA is not applicable for sample.

- (d) Name of Consumers including Aluminium Producers, to whom Calcined Petroleum Coke has been supplied by the manufacturer during the last two years (i.e. 2020-21 & 2021-22 or 2020 & 2021) with quantity and period of supply should also be mentioned in detailed in the tender. Tenderers who do not have experience in supply for the last two years (i.e. 2020-21 & 2021-22 or 2020 & 2021) are liable for rejection. The distribution of order quantity shall be based on tenderers position in tender and based on their past supply experience and supply experience to NALCO.
- (e) Balance sheet & Profit loss account for last three financial year i.e. 2019-20, 2020-21 & 2021-22 as per BQC shall be submitted in the unpriced bid.
- (f) The tenderers who have not previously supplied C.P.Coke to NALCO must enclose documentary evidence (invoices & B/L) for their supply experience during last 2 years (i.e. 2020-21 & 2021-22 or 2020 & 2021) along with the tender as per BQC, otherwise their offers are liable to be ignored.
- (g) Your plant should have valid statutory clearance including clearance from pollution Control Board and the plant should be in operational condition as on bid due date. For this effect you are required to submit supporting document i.e. valid consent to operate/permission from Pollution Control Board. NALCO may call for additional documents and verify the status independently. Nalco reserves the right to reject the bid in the absence of acceptable documents in respect of statutory clearance for operation of the plant.

5.0 QUANTITY

- (a) The quantity under present tender is **90,000 MT+/-5%**. NALCO reserves the right to procure part/full quantity. Tolerance of +/-5% on the order quantity shall be at buyer's option.
- (b) The above quantity is tentative and shall not be taken as NALCO's final requirement.
- (c) Quantity mentioned in the tender notice can be reduced to any extent at the discretion of the Buyer.
- (d) Buyer reserve full rights to reject all or any of the tenders or to accept tender either in full or a part of it or to split up the quantity without assigning any reasons. The tenderer should be prepared to accept order for any quantity decided by the Buyer, under any of the price option.
- (e) One rake load is around 2600 MT. The vendors are required to quote in multiples of rake loads & accordingly purchase order will be placed in multiple of rake loads.

- (f) As far as receipts by road is concerned, the maximum quantity that can be accepted by road shall be limited to 15,000 MT subject to price being competitive, since maximum 2,500 MT per month can be supplied by Road to Smelter Plant.

For Road despatch of CP Coke by trucks, the supplier has to co-ordinate with Central Stores, Smelter Plant regarding number of trucks/despatch quantity for smooth unloading during working hour. For despatch on Sunday & Holidays prior intimation & confirmation may be sought from Central Stores, Smelter plant.

6.0 DELIVERY SCHEDULE

- A)(i) The seller should arrange the transportation and delivery of the material at Nalco's Smelter Plant, Angul. Supply to be made uniformly distributed over the delivery period of 6 (Six) months (tentatively during March end/ beginning of April,2023 - September,2023) in Rake load/truck loads & to be completed within a period of 06 (Six) month from the date of order (tentatively during March end/beginning of April,2023 - September,2023) subject to provision at para 6.0 D). Supply to be effected as per the specific monthly despatch schedule/despatch clearance of Buyer. Supply is to be made by rail on rake load basis only. However Buyer may consider on exceptional case for despatch by road.
- (ii) Date of entry of Rake/Truck at NALCO's Smelter plant / NALCO Exchange Yard (Bhudhapanik) will be considered as date of delivery. LD as per clause no.12 shall be applicable based on this date of delivery at Smelter Plant.
- (iii) It will be the total responsibility of the supplier to ensure all co-ordination with Railway Authorities for quick & timely placement of rake and timely delivery of the rake at our site as per delivery schedule giving by buyer.
- B) The Seller should indicate their capacity to despatch maximum quantity per month in Rake loads /truck loads in the Unpriced bid. The delivery schedule quoted must be specific and realistic considering the production capacity & despatch of full rake loads/truck loads. 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.
- C) The delivery schedule of the material as stipulated in the purchase order shall be the essence of the order. The monthly delivery quantity will be total order quantity divided by 6 month rounded up to rake loads/truck loads. The delivery in any month should be uniformly distributed (E.g. if 2 rake loads are to be delivered, 1st Rake should be in the 1st half and 2nd rake in 2nd half of the month & for 3 rakes, one rake is to be delivered in every 10 days etc.) The monthly delivery quantity/rake(s) will be stipulated in the order. In case there is delay in delivery in the scheduled month LD will be applicable as per clause no. 12.

- D) The delivery schedule is subject to change depending upon the actual production programme of the buyer and seller shall have to regulate the supplies accordingly if requested by the buyer. Buyer reserves the right to extend the delivery period at its option.
- E) It should be noted that if order is placed on higher tenderer in preference to the lowest acceptable one, in consideration of earlier delivery quoted by the tenderer and accepted by the Buyer, the supplier shall be liable to pay to the company the difference between the ordered rate and the lowest acceptable tender rate, in case tenderer fails to make complete supplies as per the terms and conditions of the order within the agreed shipment schedule incorporated in the order. This is without prejudice to other rights of the Buyer under the terms and conditions of the order. Delivery should be completed within delivery date of PO. Any delivery beyond the delivery date of PO requires the specific clearance from NALCO.

7.0 SAMPLING & ANALYSIS & PRESHIPMENT INSPECTION:

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

For rake/ truck despatch

- The sampling, testing and analysis of the materials to be supplied from your works shall confirm to our detailed testing procedure as per Annexure-II to the tender document.
- Calcined Petroleum Coke to be supplied shall be inspected at your site and certified as to bear the same specification details as enclosed at Annexure-1. In case of any deviation/ discrepancy found in the specification of Calcined Petroleum Coke at our site at Angul, the supplier shall depute his technical representative to visit the buyer's plant for joint analysis for determination of Penalty / Rejection.
- The supplier has to send their representative to be present at the time of sample collection of C. P. Coke for each rake/truck(s) during unloading from conveyor belt or platform and to accompany at laboratory during sample preparation.
- Samples after reducing will be divided into two parts and one part will be sealed and kept at Smelter Laboratory for future probable joint analysis. The supplier can use their own seal
- Size fraction analysis will be done in their presence & the representative can go back after sealing the relevant samples with proper identification.
- Arrangement for gate-pass will be coordinated by Laboratory Executives with CISF as & when required even at odd hour
- In case of non-arrival from supplier, the preserved sample in Laboratory will be considered for joint analysis, in case of deviation/discrepancy found for any parameter during analysis

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.25,00,000/- (Rupees Twenty five Lakhs 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-VIII). 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-VIII.

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

issuing bank. EMD bank guarantee should be valid for 6 months (including claim period) beyond validity of offer.

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,
Nayapalli, 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-VIII(A) after making the payment of EMD. The signed soft copy of the duly filled in Annexure-VIII(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-VIII 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 C.P. Coke) 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 **INSURANCE:**

Transit insurance for supply shall be to the NALCO's account.

11.0 **PERFORMANCE GUARANTEE BOND:**

The seller shall furnish a performance Bank Guarantee Bond as per the enclosed proforma, within 21 days from the date of issue of Letter of Intent/Telex of Intent by the Buyer, for an amount equivalent to 3 % of the value of the order, valid for six months after the arrival of last lot at Angul.

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

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

The indigenous seller shall ensure that the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Smelter plant, Angul-759145, Orissa. Attn. 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, 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. 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. Initial validity shall be six months beyond the date of arrival of last consignment at Angul, provided that before the expiry of the date of validity of the P.G. Bond the seller on being called upon by the buyer from time to time obtain from the Guarantor Bank, extension of time for validity there off for a period of six months on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of an appropriate value reach the buyer at least fifteen days before the date of expiry of the P.G. Bond on each occasion. Failure to extend the P.G. Bond shall entail termination of the order and shall constitute breach of contract. In the event of Forfeiture/encashment of CPBG the GST will be applicable.

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

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

12.0 LIQUIDATED DAMAGES:

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

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

The deduction of liquidity damage shall attract GST as applicable.

13.0 DEFAULT :

Should the seller fail to have the material ready for delivery by the time or times or times agreed upon or should the seller in any manner/or otherwise fail to perform the order should it have a receiving order made against it or made or entered into any

agreement or 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.

14.0 FORCE MAJEURE:

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

15.0 RISK PURCHASE :

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

16.0 ARBITRATION:

All disputes or differences arising under the contract whether during or after completion of the contract or whether before or after determination, for closure or breach of the contract (other than those in respect of which the decision of any person

is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

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

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

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

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

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

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

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

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

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

17.0 PAYMENT TERMS :

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

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.
- iii. No GST TDS shall be applicable on supply of goods which take place between one person and another specified below:
 - (a) a department or establishment of the Central Government or state Government ; or (b) local authority ; or (c) Government agencies ; or (d) PSU

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.

18.0 DESPATCH ARRANGEMENT :

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

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

- MODE OF DESPATCH : 1. By goods train on rake load basis.
2. By Trucks (for exceptional cases)
- DESTINATION : 1. NALCO Exchange Yard, Budhapank
S.E.Railway. (For train loads.)
2. Smelter Plant at Angul.

19.0 REPLACEMENT OF DAMAGED MATERIAL :

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

20.0 LEGAL INTERPRETATION :

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

21.0 EXECUTION :

The whole order will be executed to the entire satisfaction of the Buyer.
The order shall be governed by these terms and conditions read with our General purchase conditions for indigenous purchase. 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.

22.0 WEIGHMENT TOLERANCE :

- (a) Provisional payment will be made as per challan quantity subject to actual weighment of individual rake at our weigh bridge is within $\pm 1\%$. If shortage in any rake exceeds 1%, payment shall be released provisionally as per weighment recorded at our site
- (b) After total order quantity is supplied, the total of challan quantities and actual received quantities as per our weighment will be compared. If the difference remains within $\pm 0.5\%$ the challaned quantity will be considered acceptable as receipted quantity. However any loss on account of nonavailability of ITC for shortage in individual rake will be to seller's account. However, if shortage is beyond 0.5% recovery of total shortage will be made from your invoice. No additional payment will be made if actual receipted quantity is more than +0.5% of the challaned quantity.

23. We are SA 8000 certified company. It is expected that our suppliers/service providers confirm to the requirements of this international standard SA8000-2008. The survey questionnaire (attached) may please be filled & sent along with the bid document (Annexure-V).
24. The tenderer must sign the integrity pact duly filled in as per Annexure-X & submit the same alongwith unpriced bid. At present, there is a panel of three Independent External Monitors (IEM) in NALCO . The panel of 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.)
A 4/1, Vasant Vihar
New Delhi- 110057
E-mail: ranjan.archana@gmail.com
 - ii) Smt. Deepa Krishan IRS (Retd.)
C 2603, Sushant Lok-1
Gurgaon, Haryana-122002
E-mail: deepakrishan@gmail.com
 - iii) Dr. Meeran C Borwankar IPS (Retd.)
C10/5, Vasant Vihar
New Delhi-110052
E-mail: mcborwankar@gmail.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

25. Bidders to note the following:
- i. Complete offer including EMD, duly filled in Integrity Pact format, must submit on or before due date & time of offer submission, failing which offer shall be liable for rejection.
 - ii. EMD bank guarantee should be valid for 6 months (including claim period) beyond validity of offer.

26.0 SUBMISSION OF BIDS :

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

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

For & on behalf of National Aluminium Company Limited

Signature :

Name : B.D.Mohanty

Designation : Group General Manager (Materials)

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

ANNEXURE-1

TECHNICAL SPECIFICATION				
MATERIAL: CALCINED PETROLEUM COKE				
SL.	PARAMETERS	UNIT	SPECIFICATION	METHOD USED
1	Vibrated Bulk Density (VBD) (-850 & +300 microns)	g/cc	0.85 min	ASTM D4292
2	Real Density (RD)	g/cc	2.050-2.085	ACCUPYC Apparatus
3	Hard grove Grindability Index (HGI)	-	33-42	HGI Apparatus
4	<u>Particle Size *</u> + 4.75 mm - 0.30 mm	% %	30 min 15 max	Standard Sieves
5	Ash	%	0.50 max	Weight difference after ignition
6	Water (Moisture)	%	0.30 max	Weight difference after drying
7	Sulphur (S)	%	3.00 max	XRF
8	Iron (Fe)	%	0.060 max	XRF/AAS
9	Silicon (Si)	%	0.040 max	XRF/AAS
10	Vanadium (V)	%	0.025 max	XRF/AAS
11	Nickel (Ni)	%	0.025 max	XRF/AAS
12	Nickel + Vanadium (Ni + V)	%	0.045 Max	XRF/AAS
13	Sodium (Na)	%	0.030 max	XRF/AAS
14	Calcium (Ca)	%	0.020 max	XRF/AAS
* Individual particle size of coke		mm	30 (max)	
Optional:				
Dedusting Oil		%	0.5 (max)	
Note : Desirable Ranges : <i>Vibrated Bulk Density (VBD) - 0.86 or more</i> <i>Real Density (RD) - 2.055 to 2.070 g/cc</i> <i>Size +4.75 mm - > 33%</i>				
XRF = X-Ray Fluorescence Spectrometer, AAS = Atomic Absorption Spectrophotometer.				

ANNEXURE-1 A

PENALTY CLAUSES FOR THE NON CONFORMING C. P. COKE CONSIGNMENT

MATERIAL: CALCINED PETROLEUM COKE

<u>S.No.</u>	<u>Parameters</u>	<u>Unit</u>	<u>Specification</u>	<u>Range</u>	<u>Deduction %</u>
1	Vibrated Bulk Density (VBD)	g/cc	0.85 min	< 0.85 to 0.84 < 0.84 to 0.83 < 0.83 to 0.82 < 0.82 to 0.81 < 0.81 to 0.80	1.0 2.0 4.0 7.0 15.0
2	Real Density	g/cc	2.050-2.085	< 2.050 to 2.04 < 2.040 to 2.03 <2.03 >2.085 to 2.095 >2.095 to 2.105 >2.105	0.5 3.0 15.0 0.5 3.0 15.0
3	(HGI)	No.	33-42	< 33 to 31 < 31 to 29 < 29 to 27 <27 >42 to 44 >44 to 46 >46 to 48 >48	0.5 1.0 2.0 7.0 0.5 1.0 2.0 7.0
4	Size + 4.75 mm	%	30 min	< 30.0 to 28.0 < 28.0 to 26.0 < 26.0 to 24.0 <24.0	1.0 2.0 5.0 15.0
	- 0.30 mm	%	15 max	>15.0 to 17.0 >17.0 to 19.0 >19.0 to 21.0 >21.0	1.0 2.0 5.0 15.0
5	Moisture	%	0.30 max	> 0.30 to 0.60 > 0.60 to 1.00 > 1.00 to 1.70 >1.70	0.5 1.0 2.0 7.0
6	Ash	%	0.50 max	> 0.50 to 0.60 > 0.60 to 0.70 > 0.70 to 0.80 >0.80	0.5 1.0 2.0 7.0

7 Elemental analysis				
a) Iron (Fe)	%	0.060 max	> 0.060 to 0.065	0.5
			> 0.065 to 0.070	1.0
			> 0.070 to 0.080	2.0
			>0.080	7.0
b) Silicon (Si)	%	0.040 max	> 0.040 to 0.045	0.5
			> 0.045 to 0.050	1.0
			> 0.050 to 0.060	2.0
			>0.060	7.0
c) Sulphur (S)	%	3.00 max	> 3.00 to 3.20	0.5
			> 3.20 to 3.30	1.0
			> 3.30 to 3.40	2.0
			>3.40	7.0
d) Nickel (Ni)	%	0.025 max	> 0.025 to 0.028	1.0
			> 0.028 to 0.031	3.0
			> 0.031 to 0.035	5.0
			>0.035	15.0
Vanadium (V)	%	0.025 max	> 0.025 to 0.028	1.0
			> 0.028 to 0.031	3.0
			> 0.031to 0.035	5.0
			>0.035	15.0
Nickel + Vanadium (Ni + V)	%	0.045 Max	> 0.045 to 0.048	2.0
			> 0.048 to 0.051	5.0
			> 0.051to 0.055	7.0
			>0.055	15.0
Calcium (Ca)	%	0.020 max	> 0.020 to 0.025	1.0
			> 0.025 to 0.030	3.0
			> 0.030 to 0.035	5.0
			>0.035	15.0
Sodium (Na)	%	0.030 max	> 0.030 to 0.035	0.5
			> 0.035 to 0.040	1.0
			> 0.040 to 0.045	3.0
			> 0.045 to 0.050	5.0
			>0.050	15.0

- Note :
1. The above deduction is valid if the material is charged to silo or kept on the platform.
 2. % Deduction will be calculated from the prevailing rate of landed price of C.P.Coke per tonne as mentioned in P.O.
 3. If two or more parameters are failing to meet the specification, deduction will be done separately for each parameters as per above, limited to the total landed cost of the consignment.
 4. The parties who have not supplied to NALCO earlier have to submit sample as at Clause 4.(c) of the tender notice. The sample should meet the specification parameters as per Annexure-I. Deviations in parameters as per Annexure-IA is not applicable for sample.

ANNEXURE-1B

MATERIAL : CALCINED PETROLEUM COKE						
SL.	PARAMETERS	UNIT	SPECIFICATION	TYPICAL SAMPLE ANALYSIS RESULT OBTAINED BY THE SUPPLIER	METHOD USED	METHOD USED BY THE SUPPLIER
1	Vibrated Bulk Density (VBD) (-850 & +300 microns)	g/cc	0.85 min		ASTM D4292	
2	Real Density (RD)	g/cc	2.050-2.085		ACCUPYC Apparatus	
3	Hard grove Grindability Index (HGI)	-	33-42		HGI Apparatus	
4	<u>Particle Size *</u> + 4.75 mm - 0.30 mm	% %	30 min 15 max		Standard Sieves	
5	Ash	%	0.50 max		Weight difference after ignition	
6	Water (Moisture)	%	0.30 max		Weight difference after drying	
7	Sulphur (S)	%	3.0 max		XRF	
8	Iron (Fe)	%	0.060 max		XRF/AAS	
9	Silicon (Si)	%	0.040 max		XRF/AAS	
10	Vanadium (V)	%	0.025 max		XRF/AAS	
11	Nickel (Ni)	%	0.025 max		XRF/AAS	
12	Nickel+ Vanadium(Ni+V)	%	0.045 max		XRF/AAS	
12	Sodium (Na)	%	0.030 max		XRF/AAS	
13	Calcium (Ca)	%	0.020 max		XRF/AAS	

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

1.0 SAMPLING AND PREPARATION OF CP COKE

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

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

Rakes:

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

Trucks:

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

METHOD –II

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

Note :

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

METHOD-III (Consignment Coke unloaded on to platform)

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

Rakes & Trucks:

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

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

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

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

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

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

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

- 1.4 Each sample is reduced to 1 or 2 Kg by riffle sampler. Out of last two parts from riffle sampler, one portion each is poured into a bag for size and other analysis. From other each portion, 200gm(approx) of C.P.Coke is taken by coning and quartering in a glass/s.s.bowl for drying in an oven at 110 deg C for one hour (min) for XRF analysis.
- 1.5 These samples are ground in a grinding machine (preferably not to contaminate coke with iron from grinding source) and sieved in –100 mesh for elemental analysis (XRF). The sample should pass almost completely through 100 mesh.
- 1.6 Then the other composite sample from 1.4 for size and other analysis is reduced to 3 parts of 2 to 3 Kg each by riffle sampler. One part is taken for size analysis, 2nd part for storing for future reference and 3rd part for other analysis like vibrated bulk density, Real density, Ash, H.G.I etc.
- 1.7 From the 3rd part, 200 gm of –4 mesh is taken for moisture determination. Rest quantity is dried in an oven at 110 degC for one hour at least. This part is subdivided into 4 parts by coning & quartering and further prepared to get 10/20 fraction, 16/30 fraction, & -200 mesh.

NOTE :

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

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

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

2.0 SPECIAL CASES

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

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

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

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

Analysis requirements for each fraction :

-100 mesh	-	Element analysis such as Si, Fe, S, Ni, V, Ca, Na by XRF/AAS
-850 & +300 microns	-	Vibrated Bulk density.
16/30 fraction ASTM or 14/28 Tyler or 1.18/0.60mm	-	Hardgroove Grindability Index
-200 mesh	-	Real density by He-density apparatus, Ash
4 mesh (-4.75mm) fraction	-	Moisture content

3.0 Elemental analysis by XRF/AAS

3.1 XRF:

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

3.2 AAS:

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

4.0 Real Density:

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

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

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

5.0 Vibrated Bulk Density (VBD) :

Principle : ASTM D4292 method covers the determination of bulk density of a representative calcined petroleum coke after vibration to increase compaction.

After appropriate crushing of the calcined coke, using both the jaw crusher and roll crusher, the test volume of 100 gm is measured after vibration and the bulk density is calculated.

A sample size of -850 & +300 micron is taken for the VBD determination.

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

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

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

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

UNPRICED
TENDER FOR SUPPLY OF CALCINED PETROLEUM COKE
(INDIGENOUS)

(To be filled in by the Tenderer)

1. Offer of M/s. :
(Name & Complete Address of Tenderer)

Fax No. :
Telex No. :
Telephone No. :
E-mail Address :
Cable Address :
Name of Contact person:
Name of CEO:
Contact Telephone No/Mobile No..
Email:
GSTN & HSN Code
2. (i) Name and Address of the Manufacturer :

(ii) Location of the plant from where supplies shall be :
made.

(iii) Annual production capacity :

(iv) Quantity booked by Supplier (Present orders with
the supplier for all customers)

(v) Please confirm document regarding Production :
capacity like factory license , Consent given by
Pollution Control Board to operate ,
acknowledgement by SIA is submitted

(vi) GSTN no. Manufacturer & HSN code of material :

(vii) Please confirm placement of order on supply
location/plant, in the event of order.
3. (a) Whether specification of the material offered is : YES/NO
strictly as per ANNEXURE-I

(b) If yes, give details of the result of typical sample : Submitted/Not submitted
analysis and Code/Standard adopted for sampling
and analysis along-with guaranteed value against
each parameter as per Annexure-1B format.

- (c) Please confirm acceptance to method of testing and :
sampling as per Annexure-II.
- (d) Please confirm acceptance to Penalty clauses for :
the non conforming C.P.Coke consignment as per
Annexure-IA.
4. Validity of the Offer (Minimum 90 days) :
5. (i) Quantity offered :
- (ii) Indicate monthly committed rate of supply :
- (iii) Please confirm delivery uniformly within 06 month
from order (tentatively during March'23 end /
beginning April'23-September'23).
- 6(i) Tenderers/Manufacturers to submit technical Submitted/Not submitted
literature about the process of manufacture of
material, brochure of manufacturer alongwith the
tender.
- (ii) The tenderers who had not supplied previously to Sample Submitted/Not
Nalco have to submit a representative sample of
material proposed to be supplied in sealed package
of 5 Kg & hand it over to buyer alongwith the
tender applicable
- (iii) Indicate past supply experience of last two year :
(i.e. 2020-21 & 2021-22) as per BQC as follows
- | <u>Year</u> | <u>Qty. Supplied</u> | <u>Name of Party</u> | <u>Whether under supply
contract or conversion
contract</u> |
|--|-------------------------|---|---|
| (iv) Please give production for last 2 years (i.e. 2020- :
21 & 2021-22) as per BQC along with balance
sheet for each year as per follows | | | |
| <u>Year</u> | <u>Production in MT</u> | <u>Turnover in Rs.</u> | <u>Whether Balance
Sheet Submitted</u> |
| (v) Please confirm supply shall be made by rake load :
only and also please indicate. No of rakes
despatched during last two (i.e. 2020-21 & 2021-
22) as per BQC years as follows. | | | |
| <u>Year</u> | <u>No. of Rakes</u> | <u>Name of Parties to whom
supplied</u> | |

- (vi) Whether rake loading facility available at : Available/Not Available manufacturing plant.

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

- (vii) Please give turnover information for last 3 years (i.e. 2019-20 , 2020-21 & 2021-22 or 2019,2020 & 2021) as per BQC along with balance sheet for each year as per follows

<u>Year</u>	<u>Turnover in Rs.</u>	<u>Whether Balance Sheet & Profit loss account Submitted</u>
(viii) Please confirm you have submitted Balance sheet & profit loss account for last three financial year as per BQC.		
(ix) Please confirm you have submitted all the required documents as mentioned at para 8.2.1 of Annexure-VI.		
7. Confirm if packing is offered in new LDPE/ HDPE : lined 50 Kg.Bags/LDPE lined gunny bags only (50 Kg bags packed in 1 MT jumbo bags or loose material packed in bags other than 50 Kg bags or 1 MT Jumbo bags is not acceptable).		YES/NO
8.(i) Confirm quoted prices are on FOR destination : including charges for packing, loading and forwarding , Freight charge & GST amount.		
(ii) Confirm freight is firm and included in Total Value		
9. (i) Confirm quoted prices as above will remain firm : and fixed till complete execution of the order.		
(ii) Any other condition mentioned in price bid should : be mentioned here. Otherwise offer shall be liable for rejection		
10.(i) Indicate present rate of GST (i.e. IGST /CGST&SGST) applicable which is included in : quoted price.		

- (ii) Confirm ITC enable GST Invoice shall be submitted as per GST rule to enable buyer to avail ITC (Input Tax Credit) :
11. **Confirm Transit Insurance is excluded in the quoted price.**
12. Confirm requisite Bank Guarantee/Demand Draft : towards EMD has been submitted as per proforma given in the right side.
13. Confirm that Performance Bank Guarantee for 3% : of Order Value will be furnished as per attached terms and conditions.
14. Indicate shortest period for commencement of : delivery at Smelter, Plant Angul which will be counted from date of Letter of Intent/ PO, if placed.
Please Note that Date of entry at NALCO's Smelter Plant will be considered as delivery date.
15. To pay Liquidated Damage for delayed delivery as : per Clause No. 12.0 of Tender Notice.
16. Confirm acceptance to our Clause No. 3.0 of : Tender Notice regarding Quantity.
17. Confirm specific acceptance to our Clause No. 15.0 : of "Tender Notice" covering the operation Risk Purchase Clause.
18. Confirm acceptance of Part Order. :
19. Please confirm acceptance to Payment Terms as : per Clause No. 17.0 of Tender Notice.
- 20(i) 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.
- (ii) 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.).

21. Name of directors in the board of your company & percentage of shares hold by them
- 22 (i)Do you have any allied firm
- (ii) If Yes, please furnish the following details.
- (a) Name of the allied firm(s)
- (b) Name of Directors in the board of allied firm(s)
- (c) Percentage of share held by them in the allied firm(s)
- (d)Confirm that you have furnished along with unpriced bid a copy of last three years (i.e. 2019-20 2020-21 & 2021-22) Balance Sheet/Financial Account of the allied firm(s)
- 23 (a) Please confirm whether you or your allied firm have been banned by NALCO.
- (b) Please confirm whether you or your allied firm have not settled NALCO's claim against Risk & Cost purchase.
24. Please confirm acceptance to all other Terms and : Conditions mentioned in the Tender.
25. In case of reservation to any terms & conditions of : tender confirm clause-wise comments have been specified.
- 26 Indicate acceptance of Repeat Order within 12 : months from the date of original order.
- 27 Whether SA-8000 format duly filled in submitted.
- 28 Confirm whether you are a MSE unit with valid Udyam Registration Certificate.
- i) Confirm whether you are SC/ST MSE unit with valid registration.
- ii)If MSE unit, confirm the registration of Udyam Registration by the bidders on GeM Portal
- 29 Please confirm that your plant has got valid statutory clearance including clearance from

pollution Control Board and the plant is in operational condition.

30. Bidder to confirm that 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 furnish litigation history of their firm which shall include:

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

- 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.(18) of annexure IV

32. Please confirm pre contract integrity pact as per : Annexure-X duly filled in & signed submitted

- 33 Please confirm the following in regards to your relationship with other participating bidders in the tender i.e. whether you have

- | | |
|---|---------------|
| i) controlling partner(s) in common; | i) YES / NO |
| ii) received any direct or indirect subsidy/financial stake from any of them; | ii) YES / NO |
| iii) same legal representative/agent for purposes of this bid; | iii) YES / NO |
| iv) 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; | iv) YES / NO |
| v) participated in more than one bid in this bidding process. | v) YES / NO |

vi) holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management and are participating in the tender

vi) YES / NO

34. We confirm,

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

Signature of the Tenderer

PLACE :

Name :

DATE :

Designation :

Seal :

Annexure-III Contd.

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI

To
National Aluminium Company Limited,

Dear Sir,

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

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

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

3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

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

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

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

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

Annexure-III(continued)

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET

To

National Aluminium Company Limited,

.Dear Sir,

Sub: Authorisation for release of payment due from NALCO, -----
_through Electronic fund transfer by Internet Mode .
Refer Order No.....dt.....and/or Tender/Enquiry/Letter No.....dt.....

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

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

3. Particulars of Bank:

Bank Name		Branch Name								
Branch Place		Branch City								
Pin Code		Branch Code								
Account Type	Savings ف		Current ف				Cash Credit ف			
Account Number(as appearing in the Cheque Book)										
Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number .										

4. Date from which the mandate should be effective :

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

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

ANNEXURE-IV

Sl. No.	Element of price	Rs. /PMT
1	FOR Destination price (Including Freight), Smelter Plant, Angul	
2	(i) IGST @ 18% (on sl. No. 1) or (ii) CGST @9% (on sl.no. 1) & SGST @9% (on sl.no. 1)	
3	Total (1 + 2 (i) or (ii)) FOR Destination price inclusive of all (loading & transportation and Taxes) to be quoted in GeM Portal.	
4	a) Less: ITC (i.e. sl. no. 2(i))	
	b) (i) Less CGST Credit @ 9% & (ii) Less SGST Credit @ 9%	
5	Net Landed (net of ITC)	

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

Note: Transit insurance for supply shall be borne by NALCO. Therefore, bidders should not include insurance in the price.

Social Accountability 8000 Compliance Format

A. Basic information

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

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
- Do you provide safe & healthy work environment as per statutory requirement? Yes/No
- If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No
- Are you certified for SA 8000? Yes/No

If Yes, please submit a copy of SA8000 Certificate 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-VI

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

INSTRUCTIONS TO TENDERERS

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

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

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

- (i) Duly filled –in un-priced bid proforma for indigenous offer (**Annexure – III**)
- (ii) 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 in GeM portal).
- (iii) Copies of production, supply experience figures for the last two financial years - 2020-21 & 2021-22 (2020 & 2021) as per their accounting procedure duly certified (with UDIN) by a chartered accountant/chartered engineer or invoices and Bill of Lading Copies regarding Supply experience.
- (iv) 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 (or 2019, 2020 & 2021) as per the accounting year.
- (v) Required certificate of the bidder as class-I or Class-II local supplier.
- (vi) Details of Allied firm as per clause no. 22 of Annexure-III
- (vii) Copy of valid consent to operate/permission from Pollution Control Board.
- (viii) Litigation history as per clause 29 of Annexure-III
- (ix) Filled in Mandate Form for Electronic Payment.
- (x) Duly filled in SA-8000 format
- (xi) Pre-contract Integrity Pact dully signed Annexure-X.

8.2.2 **Part – II (Price Bid):**

Price Bids should in GeM portal..

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

10 **RIGHT OF ACCEPTANCE AND REJECTION OF TENDERS :**

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

11. DELIVERY OF STORES :

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

14. ADVICE OF DESPATCH:

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

15. INSTRUCTIONS TO BE OBSERVED BY SUPPLIERS IN PREPARING BILLS

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

16. COMPLAINTS REGARDING NON-PAYMENT :

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

17. NON CONFORMING MATERIAL:

(i) RAKES/WAGONS:

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

(ii) TRUCKS:

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

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

18.0 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:

Model certificate for tenders: “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.

ANNEXURE-VII

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

1.0 DEFINITION :

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

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

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

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

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

4.0 DELIVERY :

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

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

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

6.0 EXTENSION OF TIME FOR DELIVERY :

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

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

7.0 EXAMINATION OF DRAWINGS, SPECIFICATIONS AND PATTERNS :

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

8.0 DRAWING :

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

9.0 INSPECTION NOTICE :

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

10.0 CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

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

11.0 EXECUTION OF THE CONTRACT :

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

12.0 CONTRACTOR'S RESPONSIBILITY :

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

13.0 INDEMNITY :

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

14.0 SUBLETTING OF CONTRACT:

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

15.0 PACKING MATERIALS :

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

16.0 NOTIFICATION OF DELIVERY OF DESPATCH :

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

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

17.0. NON CONFORMING MATERIAL:

(i)RAKES/WAGONS:

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

(ii)TRUCKS:

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

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

18.0 SYSTEM OF PAYMENT :

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

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

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

19.0 CLAIMS :

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

20.0 COMMISSION, ETC. :

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

21.0 LAW GOVERNING THE CONTRACT :

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

22.0 HEADINGS :

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

23.0 ARBITRATION :

All disputes or differences arising under the contract whether during or after completion of the contract or whether before or after determination, for closure or

breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

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

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

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

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

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

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

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

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

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

24.0 POWERS:

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

25.0 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	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)

ANNEXURE-VIII (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/CPC/2023
	DATE	17.02.2023
2)	DESCRIPTION OF TENDER	CALCINED PETROLEUM COKE
3)	EMD AMOUNT (IN RS)	25,00,000/- (RUPEES TWENTY FIVE LAKHS 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-IX

PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/CONTRACTOR

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

B.G. No _____

Date _____

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 thereof herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and where as the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/sub-contractors.

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

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

2. 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

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	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 _____ 2023, 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 _____ and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain

from bribing and other corrupt practices and the BUYER will comment to prevent corruption, in any form, by its officials by following transparent procedures.

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

Commitments of the BUYER

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including

information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 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

1. _____

2. _____

Witness

1. _____

2. _____