



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3109611
Dated/दिनांक : 09-02-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	09-03-2023 09:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	09-03-2023 09:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines
Department Name/विभाग का नाम	Materials
Organisation Name/संगठन का नाम	National Aluminium Company Limited, Bhubaneswar
Office Name/कार्यालय का नाम	Materials
Total Quantity/कुल मात्रा	200
Item Category/मद केटेगरी	FLUE WALL BRICKS MORTAR AND CALCINED BAUXITE FOR ANODE BAKE OVEN I
BOQ Title/बीओक्यू शीर्षक	FLUE WALL BRICKS MORTAR AND CALCINED BAUXITE FOR ANODE BAKE OVEN I
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required	No
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ePBG Detail/ईपीबीजी विवरण

Required	No
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Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	SPLIT RATIO - 60:40 AS PER CLAUSE NO. 21 OF ANNEXURE - III (COMMERCIAL CHECKLIST) OF NIT DOCUMENT

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any

impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

FLUE WALL BRICKS MORTAR AND CALCINED BAUXITE FOR ANODE BAKE OVEN I

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	SUBHENDU MISHRA	759145, PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	200	255

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

4.1 Delivery period: The required quantity shall be supplied on FOR NALCO, Smelter Stores basis in 08 equal lots as per following details:

- (i) 1st lot of 25 Sets within 45 days of LOI/PO placement
- (ii) 2nd lot of 25 Sets within 75 days of LOI/PO placement
- (iii) 3rd lot of 25 Sets within 105 days of LOI/PO placement
- (iv) 4th lot of 25 Sets within 135 days of LOI/PO placement
- (v) 5th lot of 25 Sets within 165 days of LOI/PO placement
- (vi) 6th lot of 25 Sets within 195 days of LOI/PO placement
- (vii) 7th lot of 25 Sets within 225 days of LOI/PO placement
- (viii) 8th lot of 25 Sets within 255 days of LOI/PO placement

LD will be calculated based on each lot of supply. Bidders shall confirm to the above point specifically. The quantity and the delivery date may change as per the requirement of NALCO.

4.2 Following categories of Sellers shall however, be exempted from furnishing Bid Security (also known as Earnest Money Deposit):

(i) Micro and Small Enterprises who are manufacturer of the Primary Product Category or Service Provider of the Primary Service Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration / Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.

(ii) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).

(iii) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.

(iv) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.

(v) Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s)

(vi) Micro and Small Enterprises registered with NSIC for the Primary Product Category whose credentials are validated through NSIC database and through uploaded supporting documents.

(vii) Micro and Small Enterprises registered with DIC for the Primary Product Category whose credentials are validated through DIC database and through uploaded supporting documents.

(viii) Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.

(ix) Central / State PSUs.

(x) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload scanned copy of relevant registration document in place of Bid Security document while bidding.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई

का आधार होगा।

---Thank You/धन्यवाद---



National Aluminium Company Limited
(A Government of India Enterprise)
Smelter Plant, Angul – 759145, Odisha

**NOTICE INVITING TENDER (NIT)
FOR**

**FLUE WALL BRICKS, MORTAR & CALCINED BAUXITE FOR ABF I (NALCO SMELTER), ANGUL, ODISHA -759145
(INTERNAL NIT#SMLT/MMP/408/1000059869)**

List of Annexures:

S.No.	Annexure Number	Subject
1	Annexure - I	Pre-Qualifying criteria
2	Annexure - II	Technical Checklist
3	Annexure - III	Commercial Checklist
4	Annexure - IV	NALCO's policy
5	Annexure - V	Anti-Profitteering/Income Tax clause/ Guidelines for eligibility of a "Bidder having beneficiary relationship from a country which shares a land border with India"
6	Annexure - VI	Pre-contract Integrity pact
7	Annexure - VII	Proforma for bank guarantee for Earnest Money Deposit (EMD)
8	Annexure - VIII	Proforma of Contract cum Performance Guarantee by seller/contractor (CPBG)
9	Annexure - IX	List of approved Banks of NALCO
10	Annexure - X	Procedure for Virtual Inspection
11	Annexure - XI	Make in India Declaration Format
12	Annexure - XII	SA 8000 Compliance Format
13	Annexure - XIII	Format for compliance to General Environmental Requirement
14	Annexure - XIV	NALCO's standard terms and conditions of NIT
15	Annexure - A	Additional Technical tender specific documents/Drawings

PRE-QUALIFYING CRITERIA – ANNEXURE - I

Tender Reference no. SMLT/MMP/408/1000059869

Bidder internal offer no. & date: _____

A) TECHNICAL	
Eligibility Criteria	Documentary Proof
<p>1) (a) Bidder should have manufacturing facility/facilities in India for Refractory Bricks having Alumina content 43 % or more, through Oil/ Gas fired Chamber or Tunnel Kiln.</p> <p align="center">OR</p> <p>(b) A valid agreement with a manufacturer for using their manufacturing facility of Refractory Bricks products through Oil/ Gas fired Kiln having Alumina content 43 % or more. The date of agreement should be prior to the date of bid submission.</p> <p>2) Any Bidder, having manufacturing facilities as per 1.(a) or any Bidder having valid agreement with a manufacturer for using their manufacturing facility as per 1.(b) must have updated & calibrated equipment/ facilities with them to conduct the test parameters namely:</p> <p>i) Apparent Porosity, (AP) ii) Bulk Density. (B.D) iii) Cold Crushing Strength.(C.C.S) iv) Refractoriness Under Load. (RUL) v) Spalling Resistance. vi) Thermal Expansion. vii) CO-Disintegration. viii) Pyrometric Cone Equivalent (PCE) ix) Thermal Conductivity, x) Chemical Analysis for the following a) Al₂O₃ b) Fe₂O₃ as per latest & relevant IS standards, to test the tender items.</p>	<p>1) Certificate issued by a Cost accountant in practice as a manufacturer of Refractory Brick having Alumina content 43 % or more & having the Oil/ Gas fired Chamber or Tunnel Kiln.</p> <p>Copy of Valid agreement is to be certified by a Notary Public.</p> <p>2) Self-Certification of having the facilities are to be submitted.</p>
B) EXPERIENCE	
Eligibility Criteria	Documentary Proof.
<p>The bidder must have successfully executed supply orders for refractory bricks having Alumina content 43 % or more of following minimum quantities of 1211.04 MT in a single year, within last seven (7) years ending last day of the month previous to the one in which tenders are invited.</p>	<p>Relevant copies of purchase orders along with details Specifications & Drawings of items, & relevant invoice/Relevant order completion certificate duly signed with name & Designation of the issuing authority of the customer, duly certified by Notary Public.</p> <p>N.B: Experience/Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/Completion certificates issued after 30/06/2022.</p>
C) FINANCIAL	
Eligibility Criteria	Documentary Proof
<p>(i) Average Annual Turnover of last three financial years (ending on 31.03.2022) should be minimum of ₹ 55.04 lacs.</p> <p>(ii) Net worth of the bidder during the last financial year shall be positive as per audited balance sheet.</p>	<p>The bidders have to submit the copies of audited financial statements and profit & loss accounts of the relevant years in support of both the qualifying criteria along with the bid.</p> <p>(For bids received prior to 30th June of any year, the financial figure for the previous to previous year may also be considered for evaluation, whereas for bids submitted after 30th June , the bidder may also submit financial statement for the previous year Certified by Chartered Accountant /Auditor for consideration of their bid).</p>
<p>Note: Non-submission of Documentary Proof as required above to meet pre-qualifying criteria is liable for techno-commercial rejection of the offer.</p>	

TECHNICAL CHECKLIST – ANNEXURE – II

Tender Reference no. SMLT/MMP/408/100059869

Bidder internal offer no. & date:

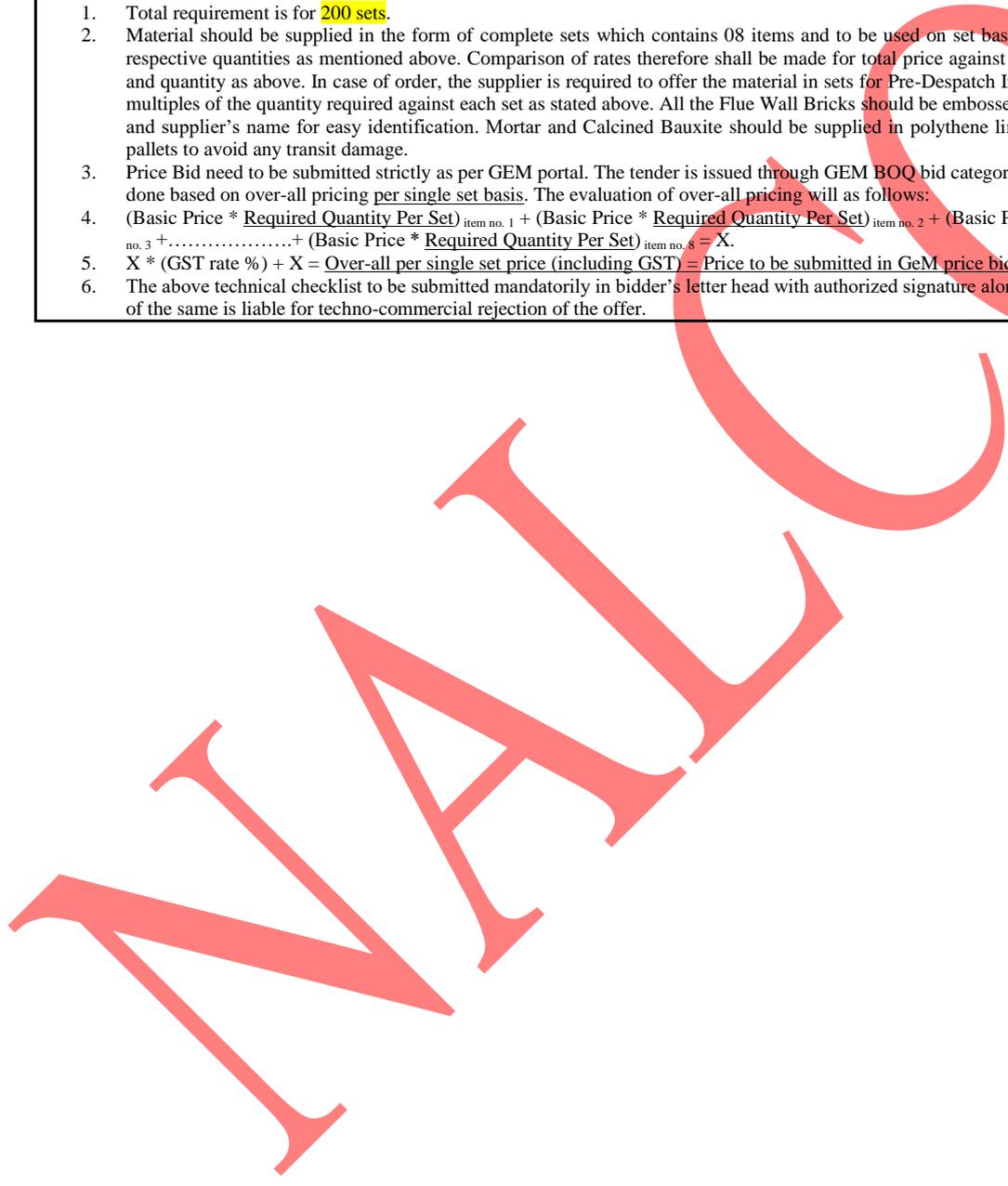
S.No.	Material Code	Qty	Qty per Set	UOM	Material Long text	Point wise Bidder's acceptance to material long text (yes/no)	If "no" deviation to material long text to be provided below
1	81601101080	3,50,000	1,750	EA	<p>REFRACTORY BRICKS WITH IDENTIFICATION MARK " A-229" 43 % AL2O3 BRICK. MARK-A-229. DRG.NO: NAL/05/ABF/FW/BS/126.</p> <p>SPECIFICATION DETAILS & OTHERS DETAILS ARE AS FOLLOWS.</p> <p>1. SPECIFICATIONS:</p> <p>1.1 Physical and Chemical Test Properties:</p> <p>A) C.C.S (Kg/sq-cm): 350 (Min), As per IS-1528 (Part-4), 1974. B) R.U.L. (Ta), (Deg-C): 1450 (Min). As per IS-1528 (Part-2), 1974. C) SPALLING RESISTANCE (Water quenching at 1300 Deg-C) (Cycles):15 (Min), As per IS-1528 (Part-3), 1983. D) B.D. (Gm/cc):2.17 (Min). As per IS-1528 (Part-12), 1974. E) A.P. (%) :19 (Max) . As per IS-1528 (Part-8), 1974. F) THERMAL CONDUCTIVITY (Kcal./m.Hr.Deg-c): At 600 Deg C: 1.16(Max) At 1100 Deg C: 1.28 (Max). As Per Water Calorimeter Instrument Manual.</p> <p>G) Co-efficient of Expansion: At 1000 Deg C: 0.000068 (Max), As per IS-1528 (Part-19),1991. H) P.C.E. (Orton):34 (Min). As per IS-1528 (Part-01), 1980) I) CHEMICAL COMPOSITION: (As per IS-1527-1972) Al2O3 Content (%):43 (Min) Fe2O3 Content (%):1.8 (Max)</p> <p>1.2 Visual Inspection (Non-destructive testing):</p> <p>A) SIZE TOLERANCES :</p> <p>(i) HEIGHT: With in the limit of +1 mm and -1.6 mm. (ii) LENGTH: With in the limit of + 0.0 % and -1.1 % . (iii) WIDTH: With in the limit of +0.6 mm and -1.4 mm.</p> <p>B) Height measurement of individual item shall be carried out for a pile of 10 bricks. The height of the pile shall be between 843 mm and 851mm. C) WARPAGE: 0.5% max, of the longest dimension. D) SURFACE CONDITIONS: The surface of brick should be free from iron spots and other defects like crack, breakage etc. There should not be more than 3 nos of iron spots in each brick of size maximum 2 mm (dia) and 2 mm (depth) maximum. E) GROOVES & TONGUES: The position of grooves and tongues with respect to the longitudinal and transversal axis of the bricks as well as their respective dimensions must be scrupulously respected. The tolerances w.r.t.the theoretical dimension indicated on the drawings cited on the reference are: Tongue height: 0.0 mm & -1.0 mm. Groove depth: +1.0 mm & 0.0 mm.</p> <p>2. Special Instruction:</p> <p>2.1 PRE-DESPATCH Inspection of the materials shall be carried out at supplier's works. Party has to inform NALCO 15 Days prior to the Inspection date. 2.2 The materials shall be offered for pre-delivery Inspection in multiple of sets. One set of materials consists of the following items. ITEM-1: (A-229)-1750 NOS. ITEM-2: (A-182)-350 NOS. ITEM-3: (A-277)-350 NOS. ITEM-4: (B1-460)-4 NOS. ITEM-5: (B2-460)-138 NOS. ITEM-6: (T-260.5)-18 NOS. ITEM-7: (ABF MORTAR)-0.6 MT. ITEM-8: (CALCINED BAUXITE)-0.1 MT. 2.3 During inspection at Vendors site, in case the testing apparatus is found defective and if NALCO desires, samples will be tested in any Independent third party NABL accredited laboratory/ Govt. approved laboratory, before giving the inspection report. For testing in Independent third party NABL accredited laboratory/ Govt. approved laboratory, joint sampling will be done by both the representatives of NALCO and the vendor and will be sent to the said laboratory. The total expenses will be borne by the supplier. 2.4 Testing and test certificates: Testing of the bricks, mortar and bauxite shall be done as per specified IS-standard mentioned against materials specification or latest available version of the specified standard.</p>		

					<p>2.5 However, final inspection on size and surface condition will be done at NALCO site after receipt and completion of dispatch of each lot and the result will be binding on the party.</p> <p>2.6 Mortar and Bauxite will be tested at smelter plant lab after receipt against each lot.</p> <p>2.7 If the offered quantities available at vendors works are less than the quantities mentioned in PDI call letter, the total expenditure borne by NALCO for that particular inspection tour shall be deducted from any of the bill submitted by the vendor after due approval by the competent authority.</p> <p>2.8 If the material fails to confirm the P.O. specification during two consecutive PDI, the expenditure borne by NALCO for those two inspection tours, will be deducted from any of the bills submitted by the vendor after due approval by the competent authority.</p> <p>2.9 Manufacturers test certificate should be submitted along with pre-despatch inspection call.</p> <p>3. PROCEDURE TO BE ADOPTED FOR PDI: Sampling: 3.1. All the refractory bricks offered for inspection shall constitute a single batch as they are manufactured under similar conditions of production and will be used under the same service conditions. 3.2. From the offered batch, lots as per set configuration, having permissible size as IS: 1528(Part-VII), will be prepared and representative samples of each item from each lot, will be taken proportionately, through random sampling. 3.3. The refractory mortar offered for inspection shall constitute another lot. 3.4. The calcined bauxite offered for inspection shall constitute another lot. 3.5. Lot size, Size of sample and permissible number of defectives shall be as per IS: 1528(Part VII) of the latest version. 3.6. For the parameters, where the no of samples are not specified and/or are not covered in the standard, minimum 01 no of sample from the whole offerings will be tested as per testing procedures mentioned in respective IS Standard. 3.7. Care shall be taken to take the samples proportionately from each item, maintaining the size of samples and lot size as per IS: 1528(Part VII).</p> <p>4. PACKING: 4.1 Each brick shall be marked with its identification mark and the name of the manufacturer. 4.2 Mortar and calcined bauxite bag shall be marked with date of manufacturing, quantities, Grade, date of expiry and the name of the manufacturer. 4.3 Packing shall be made in non-returnable pallets suitable for handling with forklift and with transparent plastic cover to avoid exposure to rain during transportation and storage. 4.4 Individual items shall be packed separately. Bricks of different size shall not be mixed in a pallet even in case of small quantities. 4.5 Each pallet shall be labelled with quantity, manufacturing date, grade, size, weight and supplier's Name. 4.6 The materials shall be dispatched in sets.</p>		
2	81601102030	70,000	350	EA	43% Al ₂ O ₃ BRICK. MARK: A - 182. DRG.NO:NAL/05/ABF/FW/BS/126. SPECIFICATIONS AND OTHER DETAILS ARE SAME AS ITEM NUMBER-1 ("MATERIAL CODE: 81601101080").		
3	81601100580	70,000	350	EA	43% Al ₂ O ₃ BRICK. MARK : A - 277 . AS PER DRG.NO.NAL/05/ABF/FW/BS/126. SPECIFICATIONS AND OTHER DETAILS ARE SAME AS ITEM NUMBER-1 ("MATERIAL CODE":81601101080.) EXCEPT THE SIZE TOLERANCE FOR LENGTH. LENGTH: WITHIN THE LIMIT OF +0.4% AND (-)1.1%.		
4	81601103080	800	4	EA	43% Al ₂ O ₃ BRICK. MARK:B1-460 . DRG. NO: NAL/05/ABF/FW/BS/124. SPECIFICATIONS AND OTHER DETAILS ARE SAME AS ITEM NUMBER-1.("MATERIAL CODE:81601101080"). EXCEPT THE SIZE TOLERANCE FOR LENGTH. LENGTH : WITHIN THE LIMIT OF +0.4% AND (-)1.1%.		
5	81601104030	27,600	138	EA	43% Al ₂ O ₃ BRICK. MARK: B2-460. DRG.NO:NAL/05/ABF/FW/BS/125. SPECIFICATIONS AND OTHER DETAILS ARE SAME AS ITEM NUMBER-1. ("MATERIAL CODE:81601101080") EXCEPT THE TOLERANCE LIMIT FOR LENGTH. LENGTH:WITHIN THE LIMIT OF +0.4% AND (-) 1.1%.		
6	81601105080	3,600	18	EA	REFRACTORY BRICKS T-260.5. DRG.NO:NAL/05/ABF/FW/BS/118. SPECIFICATIONS ARE SAME AS ITEM NUMBER-1 ("MATERIAL CODE : 81601101080") EXCEPT THE TOLERANCE LIMIT FOR LENGTH. LENGTH:WITHIN THE LIMIT OF +0.4% AND (-) 1.1%.		

					ALL THE BRICKS WILL BE PHYSICALLY CHECKED INDIVIDUALLY.		
7	81602020050	120	0.6	MT	ABF MORTAR. SPECIFICATION: 1. OPERATING TEMP. (Deg C) :1600 2. PCE (Orton):35 (Min). As per IS-1528,Part-1. 3. GRAIN SIZE (mm) :0.5 (Max). As per IS-1528,Part-14. 4. CHEMICAL COMPOSITION: Al2O3 CONTENT (%) :43 (Min) . Fe2O3 CONTENT (%) :1.8(Max) . As per IS-1527.		
8	81601259800	20	0.1	MT	80% AL2O3 CALCINED BAUXITE MARK-CB FOR ABF-II. AL2O3: 80 % (MIN) : IS-1527-1972. GRAIN SIZE :(MM): 95 % PASSING THROUGH 0.2 MM TO 2.0 MM. IS-11452-1985.		

NOTE:

- Total requirement is for **200 sets**.
- Material should be supplied in the form of complete sets which contains 08 items and to be used on set basis. Each set consists of items and its respective quantities as mentioned above. Comparison of rates therefore shall be made for total price against each set constituting individual item and quantity as above. In case of order, the supplier is required to offer the material in sets for Pre-Despatch Inspection (PDI) of individual item in multiples of the quantity required against each set as stated above. All the Flue Wall Bricks should be embossed with identification marks with size and supplier's name for easy identification. Mortar and Calcined Bauxite should be supplied in polythene lined HDPE bags and then in wooden pallets to avoid any transit damage.
- Price Bid need to be submitted strictly as per GEM portal. The tender is issued through GEM BOQ bid category, for which price evaluation shall be done based on over-all pricing per single set basis. The evaluation of over-all pricing will as follows:
- $(\text{Basic Price} * \text{Required Quantity Per Set})_{\text{item no. 1}} + (\text{Basic Price} * \text{Required Quantity Per Set})_{\text{item no. 2}} + (\text{Basic Price} * \text{Required Quantity Per Set})_{\text{item no. 3}} + \dots + (\text{Basic Price} * \text{Required Quantity Per Set})_{\text{item no. 8}} = X$.
- $X * (\text{GST rate \%}) + X = \text{Over-all per single set price (including GST)} = \text{Price to be submitted in GeM price bid.}$
- The above technical checklist to be submitted mandatorily in bidder's letter head with authorized signature along with online offer. Non-submission of the same is liable for techno-commercial rejection of the offer.



COMMERCIAL CHECKLIST – ANNEXURE – III

Tender Reference no. SMLT/MMP/408/100059869

Bidder internal offer no. & date: _____

S.No.	NALCO's Requirement	Bidder's Remarks	If "not agreed" deviation to be provided below
1	Prices are quoted for 'FOR NALCO SMELTER STORES' basis (i.e. including P&F, freight, insurance, testing and inspection charges in supplier's account)	Agreed/Not agreed	
2	Offer shall be valid for 180 days from the date of opening of tender i.e. final tender opening date with extension time, if any	Agreed/Not agreed	
3	Price shall remain firm & till complete execution of order.	Agreed/Not agreed	
4	Please confirm applicable GST rate inclusive in your submitted offer _____%		
5	Payment terms: 100% payment shall be released within 10 days after receipt and acceptance (CRAC) of material at site, subject to reflection of the party's invoice/credit or debit note in GSTR 2A/Anx-2 (GST new return) of NALCO.	Agreed/Not agreed	
6	Payment of GST is subject to reflection of the party's invoice in GSTR 2A/ Anx-2 (GST new return) of NALCO.	Agreed/Not agreed	
7	Delivery period: The required quantity shall be supplied on FOR NALCO Smelter Stores basis in 08 equal lots as per following details: 7.1 1 st lot of 25 Sets within 45 days of LOI/PO placement 7.2 2 nd lot of 25 Sets within 75 days of LOI/PO placement 7.3 3 rd lot of 25 Sets within 105 days of LOI/PO placement 7.4 4 th lot of 25 Sets within 135 days of LOI/PO placement 7.5 5 th lot of 25 Sets within 165 days of LOI/PO placement 7.6 6 th lot of 25 Sets within 195 days of LOI/PO placement 7.7 7 th lot of 25 Sets within 225 days of LOI/PO placement 7.8 8 th lot of 25 Sets within 255 days of LOI/PO placement LD will be calculated based on each lot of supply. Bidders shall confirm to the above point specifically. The quantity and the delivery date may change as per the requirement of NALCO.	Agreed/Not agreed	
8	Inspection/Sampling/Packing: Pre-Despatch Inspection (PDI) shall be carried out by the authorized representative of NALCO at supplier's works and the required inspection facilities shall be provided by supplier. Supplier has to inform NALCO well in advance to depute NALCO's technical representative for PDI at supplier's works. Bidder has to mention clearly on the offer about place of works where PDI will be carried out by NALCO. If the offered materials are not ready for inspection during the visit of NALCO's representative, the expenditure of the inspector for that lot will be deducted from any bill of the supplier. PDI call against each lot should accompany with manufacturer's test certificate. However, final inspection will be done by NALCO at NALCO site after receipt and completion of the supplies against each lot and the result will be binding on the supplier. The vendor has to provide a certificate to the effect that the inspected & accepted materials during PDI have been dispatched. Mortar and Calcined Bauxite will be tested at NALCO's Site after receipt of materials against each lot. 8.1 If the offered quantities at vendor's work during inspection are less than the mentioned in PDI call letter, the total expenditure borne by NALCO during that inspection tour shall be deducted from any of the bill submitted by the vendor. 8.2 If the material fails to confirm the PO specification during PDI in two consecutive occasion i.e. during two continuous PDI, the expenditure borne by NALCO, during that two inspection tour, shall be deducted from any of the bill submitted by the vendor. 8.3 Detailed Instruction on PDI/Sampling/Packing is provided in specification of item no.1 at Annexure-II. These instruction will be strictly followed for PDI/Sampling/Packing for all the items/lots. 8.4 In case, if the intra-state or inter-state travel is not possible due to statutory & regulatory guidelines issued by Government of India or by State Government (Odisha or supplier's state where manufacturing facility exists) or by NALCO Management, against the Covid-19 Pandemic, instead of PDI at supplier's works, Virtual Inspection shall be carried out by NALCO. Decision pertaining to Virtual Inspection against each Lot of materials supply shall be taken by NALCO Only. The procedure of virtual inspection shall as per Annexure – X.	Agreed/Not agreed	
9	Test Certificate: Testing of the Bricks, Mortar & Calcined Bauxite etc. shall be done according to the latest version of IS- standards and as stipulated in description of line item no.1 of Annexure-II. Test certificates confirming to NALCO's Specification shall be submitted along with the dispatch documents as well as during the pre-dispatch inspection.	Agreed/Not agreed	
10	Guarantee: Materials should be guaranteed against defective design, faulty materials of construction, poor workmanship and un-satisfactory performance for a period of 18 months from the date of dispatch or 12 months from the date of use whichever is earlier. Supplier has to submit the guarantee certificate along with the supplies.	Agreed/Not agreed	

11	CPBG: The Supplier shall furnish a bank guarantee (CPBG) of 3% of order value including amendment if any, in NALCO's prescribed format (enclosed, Annexure – VIII) towards guarantee of supplied material against any defective design, faulty materials of construction, poor workmanship and un-satisfactory performance for a period of 18 months from the date of dispatch or 12 months from the date of use whichever is earlier (plus 03 months claim period) on all the supplied items, from any bank approved by NALCO. The BG shall be submitted within 15 days from the date of PO released by NALCO. If supplier fail to submit CPBG after placement of order, the equivalent amount shall be recovered from their bill(s). Subject to any deduction which NALCO is authorized to make CPBG shall be released after satisfactory completion of guarantee period. On the breach of the contract by the supplier, BG shall be forfeited/ encased whether or not the company has suffered a loss on this account and purchase order shall be rescinded. Forfeiture/ encashment of BG does not prejudice NALCO's rights to make risk and cost purchases and recover damages on account of such risk and cost purchases.	Agreed/Not agreed	
12	Dispatching station of the material to be indicated:		
13	Please confirm that you have gone through the revised Public Procurement (Preference to Make in India), Order 2017 dtd. 4 th June, 2020 vide order no. P-45021/2/2017-PP (BE-II) by Ministry of Commerce & Industry and understood to the "Purchase Preference Policy" mentioned therein and submitted declaration as per Annexure-XI.	Confirm/Not confirmed	
14	Please certify that the "local content" of the item offered against the subject tender is:	%	
15	Details of the location(s) where the local value addition has been made:		
16	Please certify that you understood that false declaration in this regard will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.	Confirm/Not confirmed	
17	Please confirm that you have submitted declaration on Anti-Profitteering/Income Tax clause/ Guidelines for eligibility of a "Bidder having beneficiary relationship from a country which shares a land border with India" as per Annexure- V.	Submitted/Not Submitted	
18	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU. Please submit a declaration to this effect in your letter head with authorized signature.	Submitted/Not Submitted	
19	Pre-bid/Pre-contract Agreement (Integrity Pact) & Independent External Monitor: 19.1 The accompanying 'Integrity Pact' attached at Annexure – VI of Tender documents is to be executed in two (02) originals. Bidder may submit the Integrity Pact on its company's Letter Head/ A4 size paper, duly signed by the person(s) signing the bid. 19.2 All the pages of the Integrity pact are to be signed by the bidder. Bidders are required to clearly indicate the name and designation of the signatory as well as the name and address of the witnesses. The Bidders should not change the contents of the Integrity Pact. 19.3 The two (2) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in sealed cover to the address: GM(Matls.)-Smelter Purchase department, NALCO Smelter Plant, NALCO Nagar, Angul-759145. The scanned copy of the Integrity Pact is to be uploaded along with their Online Part - I - Bid. 19.4 The two originals of Integrity pact will be signed by the representative of NALCO. One original of the Integrity pact will be retained by NALCO & the other original will be returned to the bidder through Post/Courier. 19.5 At present, there is a panel of three Independent External Monitors (IEM) in NALCO. Their contact details are given as below: (i) Ms. Deepa Krishna IRS (Retd.) C 2603, Sushant Lok-1 Gurgaon, Haryana - 122002 E-mail: deepakrishna@gmail.com (ii) Dr. (Ms.) Meeran C. Borwankar IPS (Retd.) C 10/5, Vasant Vihar, New Delhi - 110052 E-mail: mcborwankar@gmail.com (iii) Ms. Archana Ranjan IRS (Retd.) A 4/1, Vasant Vihar, Newdelhi - 110057 E-mail: ranjan.archana@gmail.com Note:- • Bidder may write to either of the IEMs for their grievances related to Integrity pact, if any, giving details of the tender, name of the tender issuing officer etc. for quick identification of the tender by the IEM to resolve their grievances.	Submitted/Not Submitted	

	<ul style="list-style-type: none"> Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be address to the IEMs. Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials only. 		
20	<p>EMD: Tenderers are required to submit interest free EMD of value ₹ 3,50,000/- in shape of Demand Draft/Pay Order/through e-payment favoring "National Aluminium Company Limited" Payable at Angul or in the form of Bank Guarantee valid for nine months beyond validity period of your offer in NALCO's format from any of the Banks approved by NALCO(EMD BG Format and as Annexure-VII).EMD in the form of DD/ Banker's Cheque/ BG (photocopy) should be submitted along with Techno-Commercial bid (i.e., Part-I) only. Offers received without EMD shall not be considered. This deposit shall not carry any interest. In case of quotation submitted through online mode in GEM portal, scanned copy of DD / BG is to be uploaded along with online offer only (Part-I bid). The original DD / BG towards EMD should reach us before the due date and time of tender opening in a sealed envelope (on top of sealed envelope should be mentioned as EMD against tender no _____ Dt.). The Public Sectors, Government agencies and the Firms registered with DGS&D/NSIC /District Industries Centers(DICs) /Khadi & Village Industries Commission(KVIC)/ Khadi & Village Industries Board (KVIB)/Coir Board/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (for the product for which they are registered), others for which specific exemption has been granted by NALCO such as Ancillary Industries etc and all Startups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, Govt of India are exempted from payment of EMD. The exemption for submitting EMD may be considered only if photocopy of a valid Registration Certificate for the product is submitted along with the offer. The original Bank Guarantee is required to be sent directly by the Bank under Speed Post or Registered Post to the addressee given in the tender document. The Bidder shall submit copy of Bank Guarantee duly self-certified mentioning dispatch reference of the Bank from where original Bank Guarantee has been sent. The EMD shall be returned to all unsuccessful bidders after finalization of the order. The EMD of the successful bidder shall be returned after they accept the order and submit Contract- cum-performance bank guarantee (CPBG) as per clause no. 11 i.e. If the successful bidder accepts the order but fails to submit the CPBG, the EMD shall be retained. In such cases the differential amount towards CPBG and EMD may be deducted from the bills of vendor which may be released after receipt of CPBG. In the event of non-execution of Order, the EMD shall stand forfeited.</p> <p>Note:-</p> <p>20.1 Address for sending original EMD documents: Siddharth Kar, Deputy Manager (Matsl)/e-mail: siddharth.kar@nalcoindia.co.in PH No. 9437479569. National Aluminium Company Limited, Smelter Plant, Angul – 759145, Odisha.</p> <p>20.2 On-line payment shall be made in Beneficiary name "National Aluminium Company Limited" Account No: 10657908114, IFSC Code: SBIN0008279, Bank Name/Address: SBI Branch Kandsar, Angul. In case of on-line payment, bidder must submit payment UTR no. with transection details along with techno-commercial bid (Part-I) and an immediate e-mail in this regards must be send to undersigned as per details above for further verification.</p>	Submitted/Not Submitted	
21	<p>SPLITTING OF ORDER: Present total tender requirement is for 200 SETS. Total quantity is reserved for only Class-I local supplier. NALCO may split its requirements and procure from techno-commercially accepted at least from two Sources of Supply in the ratio of 60:40. The L-1 bidder shall however eligible to get order for maximum upto 60% (120 SETS) of the total requirement.</p> <p>21.1 The modality of splitting will be governed by following policy of Govt. of India and terms of tender in order of their mentioned precedence herewith:</p> <p>21.1.1. Govt. of India MSE policy (For detailed policy please Refer cover Page of GEM bid)</p> <p>21.1.2. The quantity left after distribution through above mentioned policy shall be available to all other bidders (other than L-1) including MSE bidder participated in the tender. They shall be given a chance to match with L-1 price in order of their bid position and take order for left over quantities.</p> <p>21.2 However in case none of the bidder (other than L-1) agrees to match the L-1 price, than 100% of tender requirement will be awarded to L-1 bidder.</p> <p>21.3 Part order: Bidder has to confirm their acceptance to part order quantities.</p>	Agreed/Not agreed	

Note: The above commercial checklist to be submitted mandatorily in bidder's letter head with authorized signature along with online offer. Non-submission of the same is liable for techno-commercial rejection of the offer. For any query contact undersigned: Name: Siddharth Kar, Deputy Manager(Matsl)/E-mail: siddharth.kar@nalcoindia.co.in/ PH No. 9437479569.

SOCIAL ACCOUNTABILITY POLICY

We at NALCO are committed to provide a socially accountable work environment to all employees and uphold ethical business practices by respecting employees' rights. We shall achieve these by adopting a companywide culture, which will help to promote:

- Involvement of all employees in sustenance of SA 8000:2008 standard;
- Continual improvement initiatives in all social issues;
- Learning and training opportunities to all employees;
- Fulfillment of relevant statutory rules & regulations, ILO requirements, applicable international instruments and their interpretation.

ENVIRONMENT POLICY ISO-14001

In recognition of the interests of the society in securing sustainable industrial growth, compatible with a wholesome environment, NALCO affirms that it assigns high importance to promotion and maintenance of a pollution-free environment in all its activities.

OBJECTIVES:

- To use non-polluting and environment-friendly technology.
- To monitor regularly air, water, land, noise and other environmental parameters.
- To constantly improve upon the standards of pollution control and provide a leadership in environment management.
- To develop employees' awareness on environmental responsibilities and encourage adherence to sound environmental practices.
- To work closely with the Government & local authorities to prevent or minimize adverse consequences of the industrial activities on the environment.
- To comply with all applicable laws governing environment protection through appropriate mechanisms.
- To actively participate in social welfare and environmental development activities of the locality around its Units.

OCCUPATIONAL HEALTH & SAFETY POLICY

NALCO is committed to maintain a Safe, Healthy and Sustainable work environment in all its operations. This shall be achieved by:

- Focusing on prevention of Accidents and Occupational Health issues.
- Complying with all legal requirements & other requirements related to Safety and Occupational Health of persons and establishing clearly defined goals & procedures to achieve the same.
- Ensuring Safety & Health of all employees and contract workers in its premises, including those involved in transportation, cleaning and other such activities.
- Conducting Periodic Safety Audits, Environment Audits, Health Check-ups and Risk Assessment by both internal and external qualified persons.
- Considering aspects related to Safety and Health of personnel as well as environmental issues at the time of procurement of equipment and selection of technologies.
- Ensuring health of persons in the peripheral locations, likely to be affected by our operations.
- Periodically monitoring and reviewing safety & occupational health issues at relevant levels, including the highest levels.
- Communicating Safety Hazards and health related issues to all concerned through suitable means, including training.
- Involving the workmen in Policy implementation as well as identification of potential issues.
- Considering Health & Safety performance of individuals at different levels during their career advancement as per NALCO's policy.
- Establishing and maintaining suitable set-up with competent persons to monitor and bring to the notice of the management any issues related to unsafe conditions & practices.
- Striving for continual improvements, exceeding statutory compliance levels, wherever feasible.

ENERGY POLICY ISO-50001:2011

Enhancing Energy Performance, comprehensively optimizing energy use, Energy consumption and energy efficiency, is a major imperative for an energy intensive industry like ours. In recognition of this, we focus on improvement of Energy Performance in all areas of operations with thrust on planning Energy Objectives based on the enshrined Guiding Principles.

Guiding Principles

- To Endeavour for reduction in specific consumption of energy in all forms and in all areas of operations.
- To ensure availability of information and necessary resources for achieving objectives and targets.
- To comply with all applicable legal, regulatory and other requirements related to energy use, consumption and efficiency.
- To espouse energy efficient technology encompassing procurement of energy efficient products & services and design for Energy Performance improvement.
- To carry out energy audits and energy reviews, at planned intervals, to improve energy performance.

ANTI-PROFITEERING CLAUSE (SEC 171 OF CGST ACT) (APPLICABLE FOR INDIAN BIDDERS)

If any new Tax/Taxes is introduced on sale of goods/services, either in lieu of existing tax/taxes or as separate tax/taxes, then the overall incidence of tax/taxes on the Vendor on account of its inputs and outputs wherever less than the incidence of existing taxes, then the Vendor shall pass on to Owner, the benefits thereof by way of commensurate reduction in the basic price w.r.t. Input Tax benefits and reduction in Tax chargeable to 'NALCO' w.r.t. Output Tax benefits in connection with goods and/or services provided.

If on the other hand, the incidence of tax/taxes is in excess of the incidence of existing tax/taxes, the Owner on submission of satisfactory proof, shall reimburse the Vendor the additional incidence of tax provided they are within the contractual completion date.

The Vendor has to provide a declaration along with the Tender that they will abide by the requirements under CI 171 of CGST Act, 2017.

Format:- (To be submitted with NIT- To be signed by the authorized person under the firm's seal)

ANTI-PROFITEERING

To whomsoever it may concern.

DECLARATON

FORMAT

I, Mr. _____ proprietor / (other authorized signatories) of M/s. _____, hereby solemnly and sincerely declare that, while giving this quotation to 'NALCO' against Tender No Dt _____, me/my firm/my company has abided by all Tax Laws and Rules including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017. I, hereby solemnly and sincerely further declare that me/my firm/my company will continue to abide by the said laws, including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017, as applicable from time to time during the life of the tender and during execution of any order placed with reference to the said tender.

I further declare that, me/my firm/my company, in furtherance and in compliance to the said section, will make commensurate reduction in the basic prices w.r.t. Input Tax benefits and reduction in Tax charged to 'NALCO' w.r.t. Output Tax benefits in connection with goods and/or services provided.

I further declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.

Date: _____

Place: _____

INCOME TAX CLAUSE

1. NALCO (Buyer) w.e.f. 01.07.21, will deduct TDS u/s 194Q at the prescribed rate on Purchase value exceeding Rs.50 Lac. For the purpose of computing threshold limit of Rs.50 Lac in a Financial Year, all Invoices accounted for by NALCO from 1st April will be considered. However this is as per current status and is subject to modification based on further notification on the subject by Govt. of India under Income Tax Act.”
2. Providing a Copy of Income Tax Return for each of the Two previous Financial Years for which due date for filling of Income Tax Return has expired with self-certification is a mandatory requirement else suitable provisions of Act will be applicable.
3. Providing copy of the Income Tax Return for each of the two previous Financial Years for which due date of filling of Income Tax Return has expired with self-certification is mandatory along with each GST Tax Invoice else suitable provisions of Act will be applicable.

GUIDELINES FOR ELIGIBILITY OF A “BIDDER HAVING BENEFICIARY RELATIONSHIP 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 & OM Dtd.08.02.2021 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 & OM Dtd. 08.02.2021. The model certificate is given below:

Model certificate for tenders:

“We have read & understood 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) does not have beneficiary relationship from such a country or have beneficiary relationship 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.

PRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2022, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through Shri _____ (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____ 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.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR.

If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be 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 his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

10. Validity:

- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD,NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
- 12. The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:
Designation:
Company: NALCO
Official Seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No _____

Date _____

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar – 751 013, Orissa (hereinafter referred as "The Owner/ Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper vide its Tender No. for..... (Hereinafter called "The said tender") to M/s. (hereinafter called "The said Tenderer(s)" which expression shall unless repugnant to the subject or context includes Their legal representatives, successors and assigns) and as per terms and conditions of the said tender, The tenderer shall submit a Bank Guarantee for Rs. (Rupees only) towards earnest money in lieu of cash.
2. We _____ Bank having its branch office at _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, The amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any terms and conditions contained in the said tender or failure to accept the letter of Intent/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... Only).
3. We undertake to pay to The Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependant or conditional on the owner proceeding against the tenderer(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
5. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed ₹. (Rupees only) and shall remain in force till _____ unless a demand or claim under this guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liability under this guarantee.
8. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of The Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the tenderer(s).
9. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at Angul/Bhubaneswar (Bank name), _____ (Branch Name with IFSC code and address of the Branch), Bhubaneswar, Odisha.

Date:

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly authorised person
on behalf of the Bank with seal & signature code

Details of person issuing the BG:

Name: _____

Address for correspondence: _____

Telephone and Fax No.: _____

E-mail: _____

IFSC Code of the Bank: _____

BG is to be furnished from any of NALCO approved banks.

PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/CONTRACTOR

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

B.G. No _____

Date _____

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Unit/ Office at (Foreign vendors to incorporate NALCO's Corporate Office address/ Indigenous vendors to incorporate NALCO's Unit address where the supply or work is to be executed) (hereinafter called "the Company/Owner") which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has entered into a contract with M/s. _____ / has placed a purchase order on M/s. _____ (hereinafter referred to as "Contractor(s)/Seller(s)") which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for on the terms and conditions as set out inter alia, in the company Contract No/P.O. No. dt. and various documents forming part thereof herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and where as the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/sub-contractors.
AND WHEREAS one of the conditions of the "said contract" is that "contractor/seller shall furnish to the owner a Bank Guarantee from a bank for% (..... percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including defects liability obligations and the performance guarantee obligations of the contractor/seller for execution/supplies made under the "said contract".
2. We _____ Bank having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms and conditions of the said Contract including defects liability obligations, in fulfilling the performance Guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms and conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. (Rupees..... only)
3. We undertake to pay to the Company any money so demanded 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 being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the contractor(s)/seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.
5. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.
6. We..... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor(s)/ Order(s) or to extend time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s)/Seller(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ (Rupees _____ only) and shall remain in force till _____ unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.
8. We _____ Bank 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.
9. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).

Date:
Corporate Seal of the Bank

.....Bank
By its constitutional Attorney

Signature of duly authorised person
on behalf of the Bank with seal & signature code

Details of person issuing the BG:
Name: _____
Address for correspondence: _____
Telephone and Fax No.: _____
E-mail: _____
IFSC Code of the Bank: _____
BG is to be furnished from any of NALCO approved banks.

LIST OF APPROVED BANKS OF NALCO

I. SCHEDULE OF PUBLIC SECTOR BANKS (INDIA)

Sl.No.	Public Sector Banks (India)	Sl.No.	Public Sector Banks (India)
1	State Bank of India.	14	Canara Bank
2	State Bank of Bikaner and Jaipur.	15	Central Bank of India
3	State Bank of Hyderabad.	16	Corporation Bank
4	State Bank of Indore	17	Dena Bank
5	State Bank of Mysore	18	Indian Bank
6	State Bank of Patiala	19	Oriental Bank of Commerce
7	State Bank of Saurashtra.	20	Punjab National Bank
8	State Bank of Travancore.	21	Punjab and Sind Bank
9	Allahabad Bank	22	Syndicate Bank
10	Andhra Bank	23	Union Bank of India
11	Bank of Boroda	24	UCO Bank
12	Bank of India	25	Vijaya Bank
13	Bank of Maharashtra		(Twenty Five Banks)

II. SCHEDULE OF PRIVATE SECTOR BANKS (INDIA)

Sl.No.	Private Sectors Banks (India)	Sl.No.	Private Sectors Banks (India)
01	ING Vysya Bank	05	HDFC Bank Ltd.
02	Axis Bank Ltd	06	IDBI Bank Ltd.
03	S.B.I. Commercial & International Bank Ltd.	07	Indus Ind Bank
04	ICICI Banking Corporation Bank Ltd.	08	Kotak Mahindra Bank
(Eight Banks)			

III. SCHEDULE OF FOREIGN BANKS

Sl.No.	Foreign Banks	Sl.No.	Foreign Banks
01	American Express bank Ltd.	06	Citi Bank NA
02	Bank of American NT & SA	07	Deutsche Bank A.G.
03	Bank of Tokyo Ltd.	08	HSBC
04	BNP Paribas	09	Standard Chartered Bank
05	Barclays Bank plc.	10	J P Morgan
(Ten Banks)			

PROCEDURE FOR VIRTUAL INSPECTION

The procedures to be adopted are:

- All the offered materials for inspection will be visually observed on-line.
- As stipulated in the P.O., the representative of the supplier will be guided to draw samples through on line mode for the tests to be conducted against the specifications detailed in the P.O.
- Once Samples are drawn, they will be numbered, and segregated for different tests through on-line.
- Samples will be cut into required size, photographed and will be shared with NALCO on the same day.
- All the above drawn samples will be tested by the supplier by his own representative, at their own premises/laboratory as per respective IS standard. In case the vendor does not have the facilities in their Laboratory to conduct the test parameters for i) Creep at 1280 °C ii) HMOR at 1250 °C & 1350 °C and iii) Gas Permeability, the same tests may be conducted in the following laboratory against every lot of supply, at their cost. **a) Central Glass and ceramic Research Institute (CGCRI), Kolkata. b) Research & Development Center for Iron & Steel (RDCIS), Ranchi. c) National metallurgical Laboratory (NML), Jamshedpur. d) Dalmia Institute of Scientific & Industrial Research (DISIR), Rajgangpur. e) or any other NABL accredited laboratories for testing of refractory materials/products.** In such cases the copy of accreditation/recognition of that laboratory by NABL shall be provided.
- Test results of the samples, so obtained, will be sent to NALCO through mail as early as possible from the day of the samples drawn.
- The test results will be verified and based on the test results, Inspection certificate will be issued by NALCO to despatch the accepted materials.
- Residual Cut bricks from the samples drawn for AP, BD, CCS, RUL, Creep, MOR, Thermal Expansion & and test samples used for AP, BD, CCS, & RUL, Creep, MOR, Thermal Expansion will be sent in a separate box, along with the consignment.
- Final inspection as per the procedure detailed below will be done at NALCO, after all the materials as per I/C, reaches at site:
 - Physical checking w.r.t. dimensional tolerances, visual appearances and other parameters for physical observations mentioned in P.O.
 - The sample materials collected from the pallets for final inspection will be compared and verified visually with the residual Cut bricks and test samples supplied by the bidder.
 - For any kind of deviations in visual observations, the samples drawn by NALCO for final inspection may be sent to our Smelter laboratory for necessary testing or to any other 3rd party independent NABL accredited laboratory for the tests, where NALCO doesn't have the requisite facilities.
- On acceptance of the above, the materials will be accepted at site.
- All the other Terms & Condition of the PO shall remain same.

PREFERENCE TO MAKE IN INDIA
ORDER NO. P-45021/2/2017-PP(BE-II) DT. 04.06.2020
(Declaration by the bidder on their letter head)

DATE: XX/XX/2023

To,
GM(Materials),
M/s. National Aluminium Company Limited,
Smelter Plant, Angul
Dist.- Angul, Odisha-759145

Sub: Declaration of Local content
Ref. No: GoI order No. P-45021/2017-PP (BE-II), Dated: 04/06/2020.

Dear Sir,

We, M/s. _____ having its registered office at _____ (address) hereby confirm that the offered product has _____% of the local content.

Following is/are the location(s) at which local value addition is made:

For multiple items, the format is as follows:

Sl. No.	Mat. code	Item	Local content (%)	Location(s) of value addition

Yours sincerely,

Signature
Name
Designation
Organization
Mobile No.
E-Mail ID:
CIN:

NAILED

Social Accountability 8000 Compliance Format**A. Basic information**

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

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
- Do you provide safe & healthy work environment as per statutory requirement? Yes/No
- If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No
- Are you certified for SA 8000? Yes/No
If Yes, please submit a copy of SA8000 Certificate along with this filled up questionnaire
- Have you undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
If yes, please submit a copy of Code of Conduct Audit Report along with this filled up questionnaire
- Have your sub-suppliers been certified for SA 8000? Yes/No
- Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you provide safety training to your employees? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- If not, do you get the facilities from NALCO? Yes/No
- What types of medical benefits you provide to your employees?

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

If no, how do you ensure freedom of expression?

▪ In case 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 labor Forced labor, health & safety, working hours and remuneration of your suppliers Yes/No

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

We declare that the above-mentioned information is correct.

Signature:

Designation:

Date

Seal of the organization

Annexure to Bid/ Offer
STATEMENT OF COMPLIANCE WITH GENERAL ENVIRONMENTAL REQUIREMENTS

To
GM (Materials),
National Aluminium Company Ltd.,
Smelter Plant, Angul, Odisha, India

This is with reference to your Tender Reference no. _____
dtd. _____ for items _____
_____.

I. We confirm that our product(s) **manufacturing/assembly sites** at _____
_____ possess valid **consents/** licenses/authorizations eg
_____ from _____
_____.

Or

No consents/ licenses/authorizations from the Statutory Authorities is required/ applicable as _____

II. We confirm that our product(s) shall not contain more than max. allowable limit (as per Regulations) of asbestos materials, arsenic and its compounds, lead and its compounds, mercury and its compounds, cadmium and its compounds.

III. We confirm that our product(s) **packaging** will use materials of bio-degradable nature or re-cyclable nature to the maximum possible extent, and will not use environmentally damaging or hazardous materials.

IV. We confirm that our product(s) packaging will be adequate for preventing leaks/ spills/ exposure during handling or transportation.

Packaging brief description:

V. We confirm that our product(s) **labeling and marking** shall be as per recognized national/international standards and will include all relevant symbols/instructions for handling, safety, disposal etc as needed.

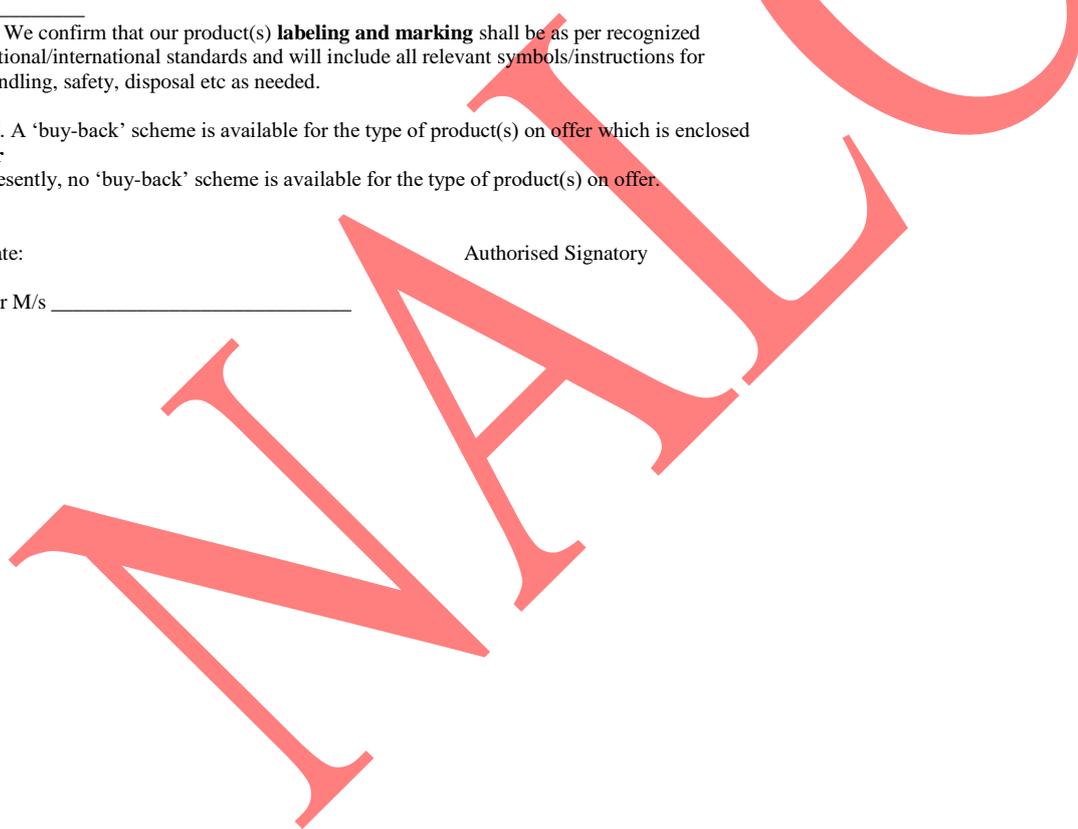
VI. A 'buy-back' scheme is available for the type of product(s) on offer which is enclosed

Or

Presently, no 'buy-back' scheme is available for the type of product(s) on offer.

Date: _____ Authorised Signatory _____

For M/s _____



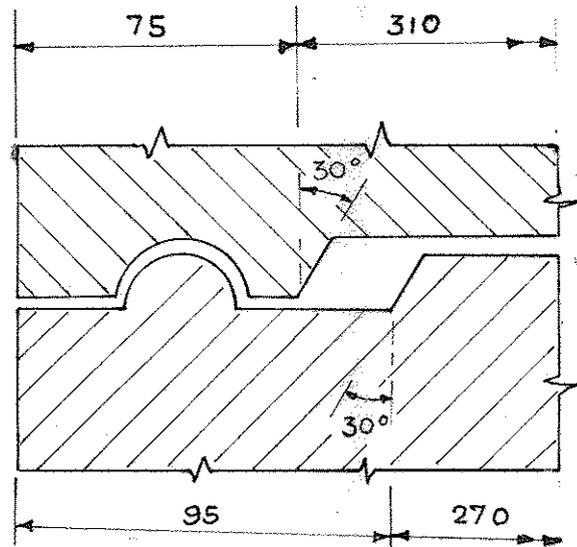
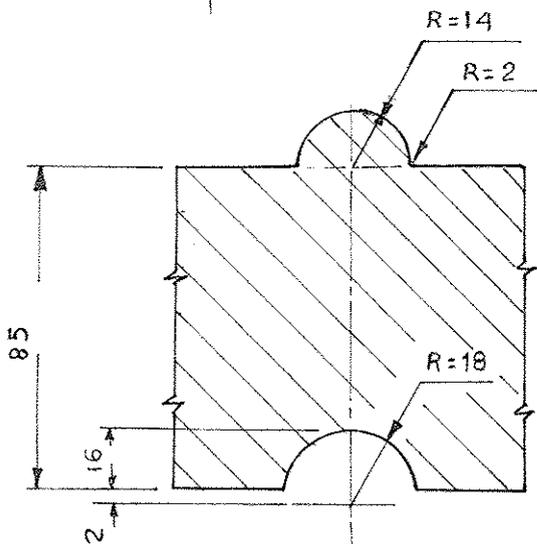
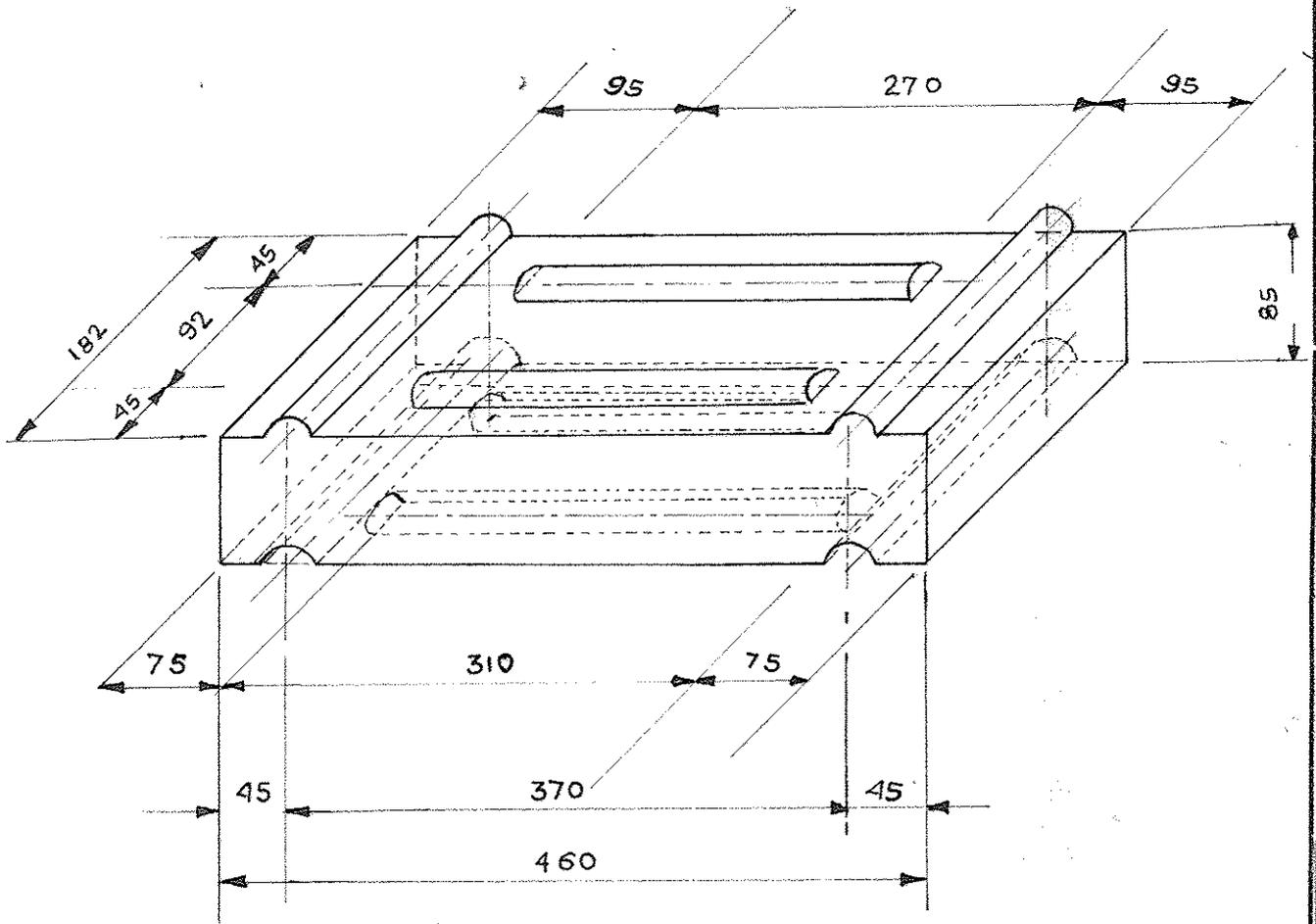
STANDARD TERMS AND CONDITIONS OF NIT

1. Quotation shall be made indicating separately the basic price, packing and forwarding charges, freight charges, and discount if any. Whenever the offered material is not subjected to GST, the applicable taxes and duties should be clearly and separately indicated. Transit Insurance shall be arranged by NALCO and hence this should not be considered in the offer. In case the terms and conditions of the offer are in deviation to the NIT, loading as specified in NIT will be done for evaluation of offer(s).
2. Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest tenderer only.
3. Unless otherwise specified all prices quoted must remain firm except for statutory variation in taxes and duties during contractual delivery period. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. Price variation clauses if any should be clearly quantified without any ambiguity with ceiling limits.
4. Quotations should be filled online.
5. In Techno-commercial bids, the bidders should furnish a list of its Partners/ Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.
6. No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of NALCO in writing.
7. Drawings and samples if forwarded shall become property of the buyer.
8. Quotation should be valid for a minimum period of 90 days from the date of opening of tender.
9. Complete specifications with relevant Indian/ International Standards, Manufacturer's name/ brand name and country of origin with catalogues and drawings if any should be sent with the offer. Offer without adequate technical specifications/information shall liable to be rejected.
10. NALCO reserves the right to accept any tender in full or in part or to reject any or all tenders without assigning any reasons thereof.
11. Unless otherwise agreed, payment shall be made within 30 days of receipt and acceptance. For negotiation of documents through Bank, Bank charges will be borne by the supplier.
12. If the tenderer is unable to quote against the NIT, Regret letter must be sent. Failure to do so repeatedly may result in deletion of tenderer's name from the approved supplier's list. In case of dealer/ Indian Agent of Overseas Manufacturers, copy of the authorization certificate from manufacturer should be enclosed with the offer. However, the original shall be produced in case same is asked for.
13. In case the tenderer has entered into Rate Contract with GeM/EPM, a copy of Rate Contract must be sent along with the tender.
14. The Vender must provide GSTIN number along with a copy of the registration, copy of PAN, the State and State Code in his offer.
15. Unless otherwise specified, the materials will be inspected by NALCO after delivery at sites. NALCO may have option to carry out stage inspection/ pre- dispatch inspection at Supplier's works. Manufacturer's Test Certificate/Material Test Certificates from Govt. approved test house are to be provided wherever required. NALCO may have option for test in its laboratory and its report shall be final and binding.
16. Considering NALCO's delivery requirement, firm delivery schedule should be quoted. For delay in delivery attributable to the supplier, price will get reduced @ 1/2% of order value for each week or part thereof, subject to maximum of 5% of undelivered portion. If the equipment/ machinery/ items cannot be commissioned or used for non-supply of any item(s), price will be reduced by 5% of the total order value. NALCO also reserve the right to procure the material from alternate sources at the Risk and Cost of the supplier, giving 15 days' notice, if the Seller fails to execute the contract as per the terms and conditions of the order. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of NALCO for any other action including termination.
17. 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.
18. Unless otherwise specified the materials will have a warranty of 18 months from the date of dispatch or 12 months from the date of use whichever is earlier against defective design, faulty materials of construction, poor workmanship and unsatisfactory performance. In specific cases wherever stipulated, the seller shall give a Performance Bank Guarantee in NALCO's prescribed format from any bank in NALCO's approved list of bankers for 10% of the order value, which will be valid for 18 months from the date of dispatch or 12 months from the date of putting into use whichever occurs earlier, excluding claim period of three months. PBG shall be sent along with dispatch documents while claiming payment.
19. In specific cases wherever stipulated, the successful tenderer shall either deposit 5% of order value as Security Deposit or give a Bank Guarantee for like amount towards Security Deposit in NALCO's prescribed format from any bank in NALCO's approved list of bankers which will be valid for six months beyond the date of last dispatch including three months claim period. Security Deposit will be deposited within 15 days of P.O.
20. Material code number mentioned in the Purchase Order must be written on the material tag and be painted on the body of the items supplied.
21. The seller shall ensure to dispatch the materials only through NALCO's authorized transporters where the contract is entered on Ex-works/ F.O.R. dispatching point delivery term. In case order is placed on FOT destination basis and payment is to be negotiated through bank, the material should be dispatched preferably through NALCO's authorized/ approved transporters.
22. The tenderer has to comply with the environmental policy of NALCO.
23. FORCE MAJEURE: Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.
24. In case of any dispute or difference arising out of the contract which cannot be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO, shall communicate/cause to communicate, a panel of three names of persons to Seller/NALCO as the case may be in this regard within 30(thirty) days of notice of arbitration by the Seller/NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.
25. Bidders to provide HSN of the Material being supplied and the applicable GST rates separately.
26. GST Act. anti – profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting price.
27. 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 statues. The Seller shall comply with all the provisions of the GST Act/Rules/ requirements like providing of tax invoices, payment of taxes to the authorities within the due dates etc. to enable NALCO to take Input Tax Credit. 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.

**ADDITIONAL TECHNICAL TENDER
SPECIFIC DOCUMENTS/DRAWINGS**

NAALCO

DRG NO-NAL-05-ABF-FW-B-S-125
REFRACTORY MAINTENANCE



TONGUE AND GROOVE DETAIL

ALL DIMENSIONS ARE IN MM

STOPPED TONGUE AND GROOVE DETAIL

DRN. BY: *G. C. Smith*

DATE: _____

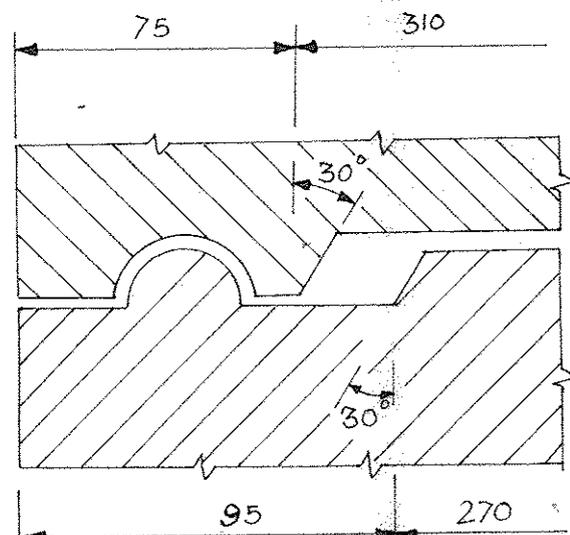
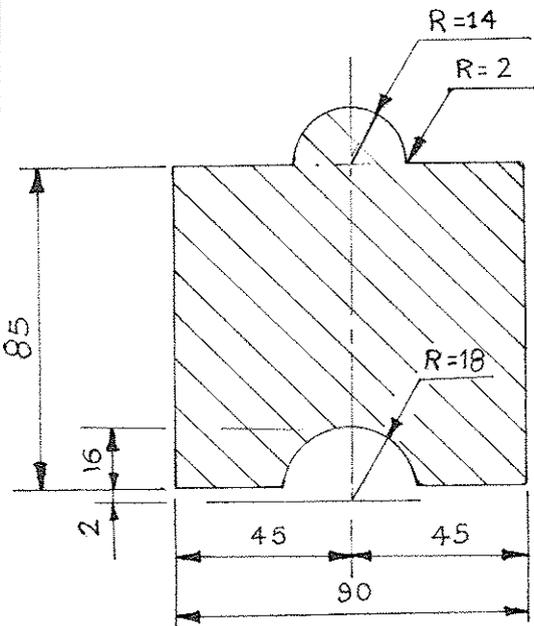
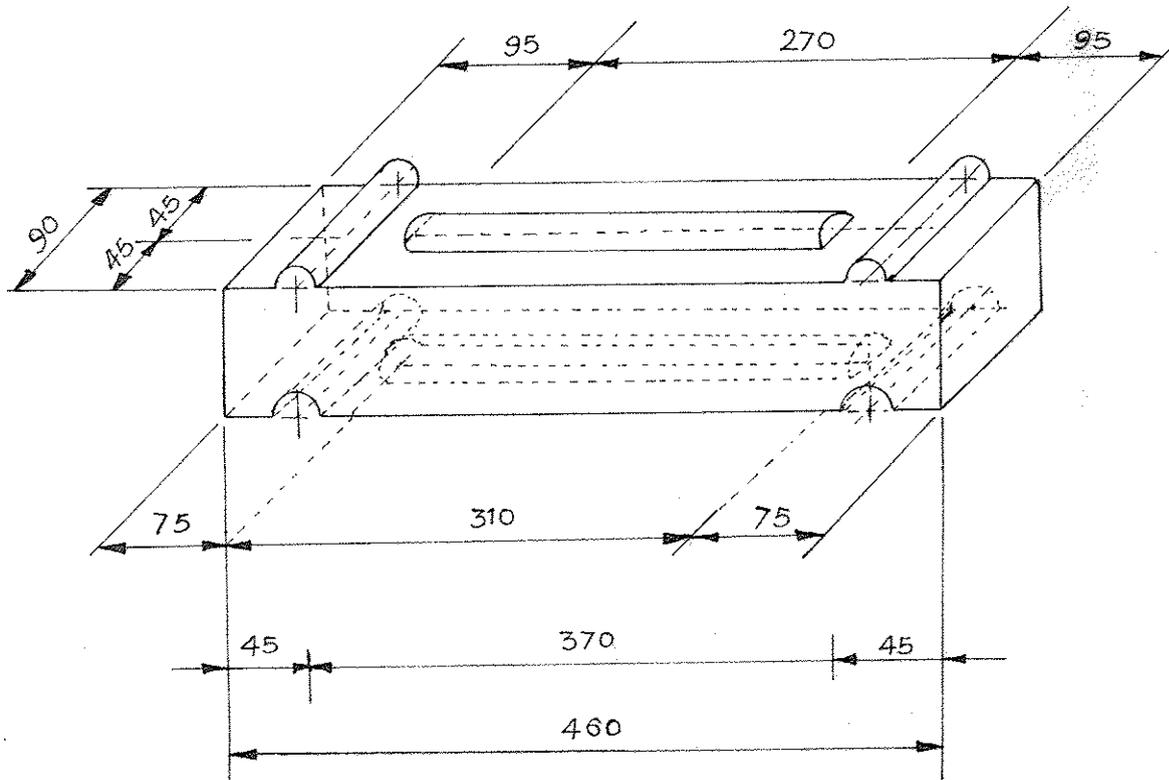
CKD. BY: *F. J. W. Co.*

APPD. BY: *F. J. W. Co.*

Doc. Code: 30610056004

30615

DRG NO-NAL-05-ABF-FW-BS-124
REFRACTORY MAINTENANCE



DRN. BY: G.C. *comk*

DATE
9-9-87

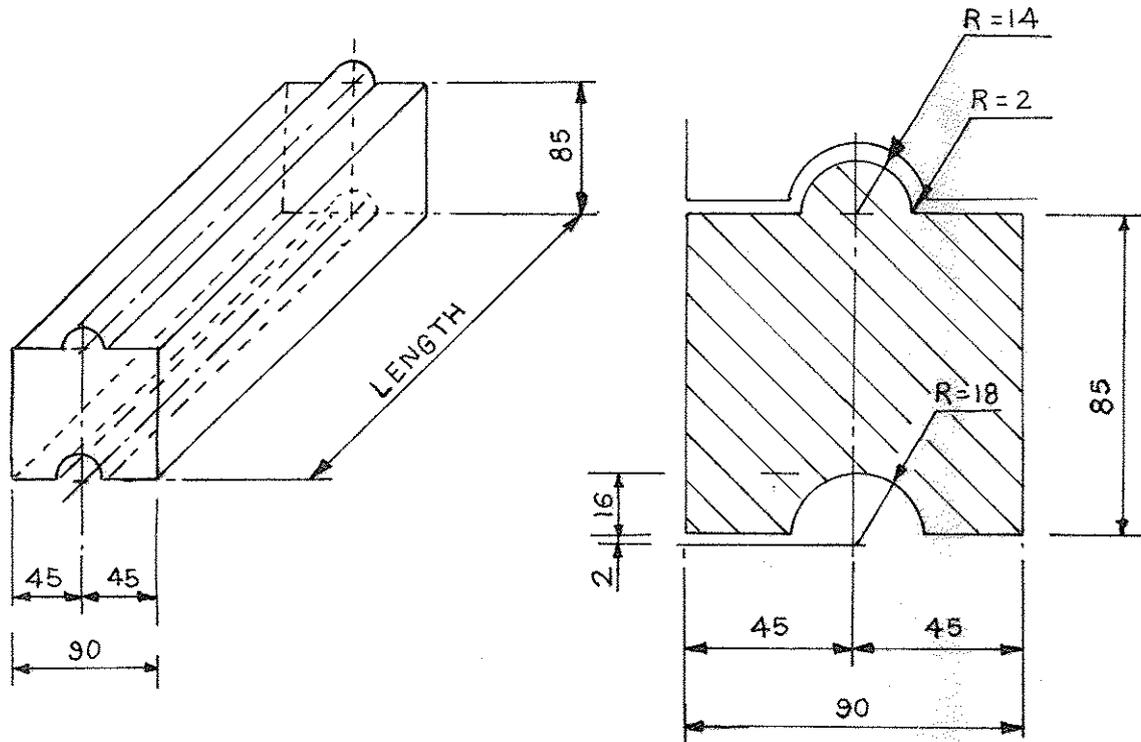
CKD. BY:

[Signature]

APPD. BY:

[Signature] SPRAY.

Doc. Code: 30610065004



TONGUE AND GROOVE DETAIL

TYPE	MARK	LENGTH
A	A277	277
A	A229	229
A	A182	182

ALL DIMENSIONS ARE IN MM.

REFRACTORY MAINTENANCE
DRG NO- NAL-05-ABF-FW-BS-126

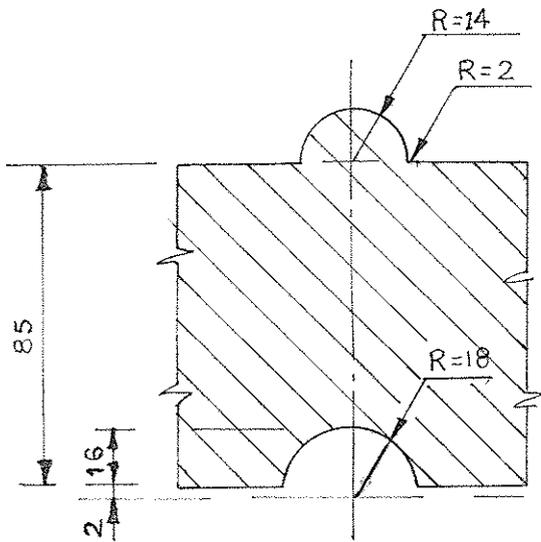
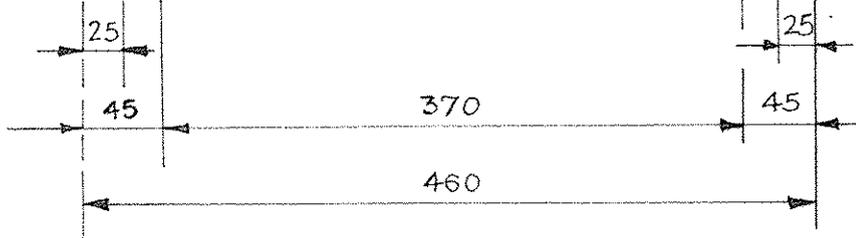
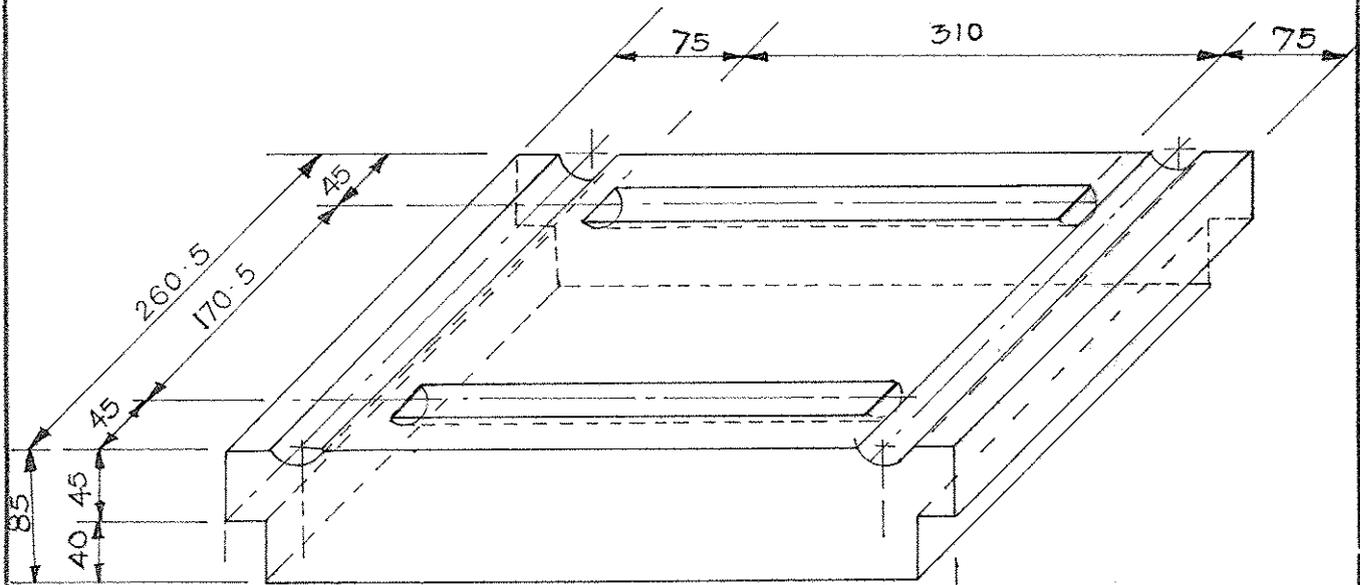
Doc. Code: 30610066004

DRN. BY: *Sik. Pr...*

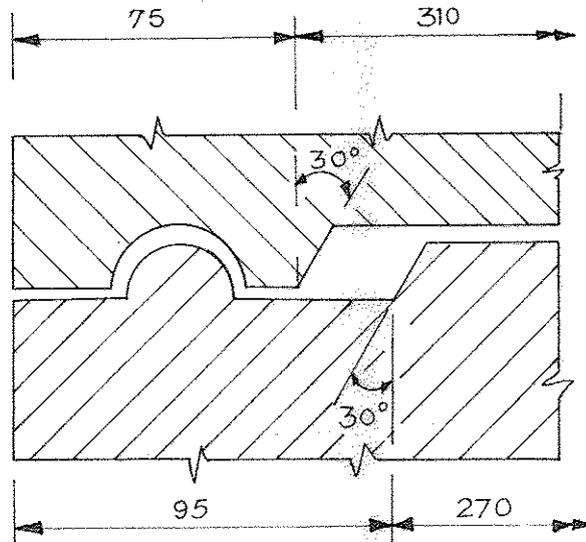
DATE

CKD. BY: *Pa. W. D. Jy -*

APPD. BY: *Pa. S. Roy*



TONGUE AND GROOVE
DETAIL



STOPPED TONGUE AND
GROOVE DETAIL

ALL DIMENSIONS ARE IN MM

REFRACTORY MAINTENANCE
DRG-NO-NAL-05-ABF-FN-BS-118

DRN. BY: *Gunn*

DATE

CKD. BY: *W.D.*

APPD. BY: *W.D.*

W.D.

Code: 30610067004

Item Num:	Item Title	Item Description	Item Quant	Unit of Me.	Consignee ID	Delivery Period (In number of days)
1	FLUE WALL BRICKS MORTAR AND CALCINED BAUXITE FOR ANODE BAKE OVEN I	Detailed Specification as per ANNEXURE II	200	SET	smelterstore	255

NOTIFICATIONS +

BOQ Bidding is not available for the Items for which regular categories are already available on GeM. If BoQ bid is created for any such items, GeM would cancel such bids from backend irrespective of the status of the bid.

Add BOQ Item 🛒

Choose Related Categories ▼

Related Categories: High Alumina Bricks-IS: 14313,High Alumina bricks (RINL),Moderate Heat Duty Fireclay Refractories, Group A - IS 6

Please select relevant categories for the BoQ item. These will be used for notifying the relevant sellers for better participation.

ADD CATEGORIES



Upload Item Specification Document ➔



Define the minimum local content to qualify as a Class 1 Local Supplier

S. No.	Category Name (Quantity)	Required Local Content Class 1 Supplier %
1	FLUE WALL BRICKS MORTAR AND CALCINED BAUXITE FOR ANODE BAKE OVEN I (200)	50

HOME (HTTPS://MKP:GEM.GOV.IN/MARKET) / BID SPLITTING

Your EMD/ePBG details have been saved successfully.

Advisory:
 1) Please define the Minimum Local Content required for qualifying a bidder as "Class 1 Local Supplier" for each category of items - this should be as per orders issued by the respective Nodal Ministries as notified by DPIIT.
 2) In case of procurement reserved for MII class 1 local supplier then class 2 local content is not required.

Buttons: [Submit Eligibility](#) [Cancel](#)

- 1. Specifications <https://bidplus.gem.gov.in/bidding/addConsignees/4401791>
- 2. Consignees/Reporting Officer <https://bidplus.gem.gov.in/bidding/addDetails/4401791>
- 3. Details <https://bidplus.gem.gov.in/bidding/addEPBGdetails/4401791>
- 4. EMD/ePBG Details https://bidplus.gem.gov.in/bidding/bid_split/4401791
- 5. Splitting

Buyer Type : **Central Buyer**
 Total Quantity : **200**
 Local Content : [Add/View](#)

Splitting Required Yes No

Maximum No. Of Bidders Amongst Which Order May Be Split *

Split Criteria Based On Which Quantity Will Be Distributed

Do you want to reserve this procurement for MII class 1 local supplier? Yes No

Do you want to provide Purchase Preference to MII? Yes No

Do you want to reserve this procurement for MSE sellers? Yes No

Do you want to provide Purchase Preference to MSE? Yes No

Purchase preference to MSE sellers available upto price within L1+ X%

Maximum Percentage of Bid quantity for MSE Purchase preference

Note:
 1) The buyer should carefully specify the maximum percentage for MSE and MII purchase preference. Buyer may specify the values as per the policy applicable to them and may specify 100% in case they want to provide 100% purchase preference to MSE/ MII for non-splittable quantities.
 2) Buyer will be required to validate all sellers claiming to be eligible for MSE and MII purchase preference during technical evaluation and confirm the eligibility based on self declared status by catalogue owner and supporting documents uploaded by the sellers during participation.
 3) Buyer will be required to invite qualified sellers to match the L1 price post financial Bid opening and would be able to award orders to any sellers accepting the price match as per the purchase preference policy applicable for the buyer. Buyer would be required to specify the quantity that they would wish to award to the seller as well during the price match request. All the remaining quantity for which price match request is not accepted may be awarded to the L1 sellers.

Save

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<http://commerce.gov.in/>
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<https://www.gst.gov.in/>
<http://www.makeinindia.com/home>
<http://digitalindia.gov.in>

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<https://gem.gov.in/cppp>
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<https://www.linkedin.com/company/ge-ministry-of-mineral-industries>

<https://www.slideshare.net/GeMProcurement>

Define the minimum local content to qualify as a Class 1 Local Supplier

S. No.	Category Name (Quantity)	Required Local Content Class 1 Supplier %
1	FLUE WALL BRICKS MORTAR AND CALCINED BAUXITE FOR ANODE BAKE OVEN I (200)	

Advisory:
1) Please define the Minimum Local Content required for qualifying a bidder as "Class 1 Local Supplier" for each category of items - this should be as per orders issued by the respective Nodal Ministries as notified by DPIIT.
2) In case of procurement is reserved for MII class 1 local supplier then class 2 local content is not required.