

Sub: Open Tender through GeM (Government e-Marketplace) for Procurement of (High Speed Diesel) for our Mines, Damanjodi, for a period of one year

Dear Sir,

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

1. Tender Notice No. NBC/MM/01/NIT/2023
2. Unpriced bid proforma for Indigenous offer (Annexure-I)
3. Price Bid Proforma /BOQ for HSD.
4. Proforma for SA-8000 (Annexure- II)
5. Proforma for Bank Guarantee for EMD (Annexure- III)
6. Proforma for pre contract Integrity pact (Annexure- IV)
7. Proforma for price break up (Annexure-V)

Please ensure submission of tenders in time and complete in all respects. NALCO shall not take any responsibility for delay and/or misplacement.

(I) We are floating tender through online at GeM (Government e-Marketplace) <https://gem.gov.in>.

(II) Bidders are required to enrol on the e-Procurement module of GeM (Government e-Marketplace). Bidders are advised to dial/contact the person mentioned in NIT for detailed procedure to submit bid online in GeM portal well before the bid due date.

Thanking you,

Yours faithfully,

For & on behalf of NATIONAL ALUMINIUM COMPANY LIMITED.,

Signature :

Name : B. D. Mohanty

Designation : GROUP GENERAL MANAGER (MATERIALS)

Tender Notice No. - NBC/MM/01/NIT/2023

Last date & time of receipt of the tender (both priced/BOQ & unpriced) : **28/03/2023**

Date & time of opening of the tender (unpriced only) * : **28/03/2023**

Date & time of Pre-bid meeting : **21/03/2023**

(Pre-bid meeting will be conducted at 15:00 Hrs. of **21/03/2023** through VC to facilitate interested bidders to submit their online offer through GeM Portal or to clarify queries if any, in this regard. Interested bidders are requested to inform their participation over e-mail: pavan.babar@nalcoindia.co.in, latest by 20/03/2023 so that link for VC will be shared with their authorized representative).

Dear Sir,

We are in the market for procurement of HSD for Mines. Online Bids in two part fashion are invited from Oil Producers having refinery in India & having necessary storage facilities.

The bid shall be complete in all respects with all the attachments/enclosures. All the technical documents, annexure filled in with respect to the tender document should be duly signed and stamped by the bidder.

The bids are to be submitted online before the bid due date & time through GeM Portal, by logging into website www.gem.gov.in. In case of any difficulty in submission of online bid through GeM portal, the bidders may contact the helpdesk of GeM portal at their mail ID helpdesk-gem@gov.in or may contact them on toll free number 1800419436.

For any clarification/ query regarding the tender, bidder may contact the following:

(i)	Mr. Pavan Babar	E-mail: pavan.babar@nalcoindia.co.in
	AGM (Matls.)	Mob. +91 94370 26420
(ii)	Mr. B. D. Mohanty	E-mail : bibhu.mohanty@nalcoindia.co.in
	GGM (Materials)	Mob. : +91 674 230 1235

1.0 Bidders Qualifying Criteria (BQC) :

- 1.1 The minimum local content of the offered product by the bidder, shall be as per the OM No. FP-20013/12/2018-FP-PNG, Dtd. 25/06/2019 of Ministry of Petroleum and Natural Gas, Govt. of India.

- 1.2 Bidders should have refinery in India, producing HSD and having necessary storage facilities.
- 1.3 Bidders must enclose production and supply experience of HSD in the last two financial years i.e. 2020-2021 & 2021-2022 duly certified by chartered accountant/ chartered engineer or copies of Annual report showing the production and sales/supply details of above two years.

Bidders should have supply experience of HSD in tanker load in the last two financial years i.e. 2020-2021 and 2021-2022.

- 1.4 Average annual financial turnover of the bidder during the last three financial years should be at least Rs. 44.88 Crore. Last three financial years means 2019-20, 2020-2021 & 2021-2022 or years 2020, 2021 & 2022, as per bidder's annual financial statements.

Net worth of the bidder during the last financial year shall be positive as per audited balance sheet. The bidders are required to submit the copies of audited financial statements/ profit & loss accounts for the above three financial years.

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

2.0 **MATERIAL:**

High Speed Diesel (HSD) as per I S 1460-2005 (as amended)

3.0 **RATE/PRICE :**

Manufacturer has to quote unit rate/price of above materials Ex-refinery/ Ex-depot as per clause No. 5 below and give price break-up for delivery at our unit Mines, Damanjodi as per the GeM Portal Format. Also they should quote the discount given per KL for each of the material.

4.0 **QUANTITY:**

The quantity under present tender is 7,308 KL (Kilo litre) +/- 5%. Tolerance of +/- 5% shall be at buyer's option.

The above quantities are tentative and subject to review and change. The actual requirement shall be drawn from time to time as per our requirement schedule. The monthly requirement shall be communicated & delivery to be regulated through

- GGM (Mines)/DGM(Mat), Mines for Mines, Damanjodi.
- Or the dealing officer of respective units.

5.0 **RATE/PRICE BASIS FOR SUPPLY OF HSD:**

Offer for supply HSD can be from any of bidder's source of supply (Ex-Refinery / Ex-Depot) with lowest delivered cost to our Unit Mines, Damanjodi as per the Annexure-V, giving Breakup of Basic price, State Surcharge, Discount, Road Freight and applicable Taxes Duties, supporting latest price circular of HSD & Road Freight circular.

- The vendor is to give their basic price prevailing on **18/03/2023** i.e. the day preceding 10 (Ten) days prior to the Original due date of tender. They must certify the same on the un-price bid duly accompanied by the price circular of PSU.
- Price to be quoted for supply to Mines, Damanjodi from any source of supply with lowest delivered cost to our units at Damanjodi from such location.
- Current applicable excise duty, shall be payable extra at actual.
- State surcharge for supply shall be payable by buyer at actual. Manufacturer to mention present applicable rate per KL for the same.
- Road freight, which shall be payable at actual. Supplier to mention present applicable rate per KL for the same. The road freight charges to be quoted exclusive of GST.
- In the event of supply from loading point other than quoted location the road freight maximum up to the applicable rate ruling on the date of despatch from quoted location will be payable for which vendor have to provide necessary documentary proof.
- Oil Companies to produce their Price Circular to NALCO as and when revised.
- After placement of Order, for PSU suppliers, if notified prices are different then the lowest notified price of the PSU Oil Companies on the date of despatch shall be applicable.

After placement of Order, for Non PSU supplier, the variation in their quoted net landed price of HSD to any of NALCO's units should not be more than the net landed cost of HSD by PSU supplier to that location on the date of despatch. **In case it is observed that the net landed cost of Non-PSU supplier is more than the net landed cost of PSU oil companies for supply to that location based on PSU price circular/Invoice, the Non-PSU supplier will be notified about the same & the difference in value will be recovered from Non PSU supplier.**

6.0 TAXES & DUTIES:

Excise Duty shall be payable extra at actuals. Excise Invoice should be made with consignee as NATIONAL ALUMINIUM COMPANY, Mines, Damanjodi, indicating all details as per Central Excise Rule.

Applicable Central Sales Tax/ VAT is payable extra at actual. Bidders are required to indicate the applicable rate of Sales Tax (full tax)/VAT, additional Tax, Sales Tax rebate, if any, along with their un-price bids for supply to NALCO Mines & Our CST No. BHC-1113 dtd. 16.09.1981.

Buyer's Central Excise Collectorate is Bhubaneswar, Division- Rayagada, Range- Damanjodi for M&R Complex, Damanjodi.

7.0 DISCOUNT:

Supplier to mention discount given and the same should be mentioned on per KL basis. The discount offered shall remain firm & fixed till complete execution of order.

8.0 PRICE BREAKUP :

The bidder is to give price break-up reference as under for indigenous supply.

Element of price	Value in Rs./KL
Basic Price	
State Surcharge	
Add. Excise Duty	
Sub Total-1	
Discount(-)	
Sub Total-2	
Indicative Freight rate (Road)/ Delivery Charges.	
Sub Total-3	
Central Sales Tax @	
Additional Tax (if any)	
Sales Tax Rebate (if any)	
Total (i.e. Net Price)	

Note: 1) You are required to quote the applicable rate of the Sales Tax for HSD in Un-priced bids.

2) Any other statutory / Govt. levies / taxes are to be quoted. Cenvat Credit is not applicable on supply of HSD.

9.0 TERMS OF PAYMENT:

100% payment including taxes/duties and freight etc. shall be made on presentation of the following despatch documents to our DGM (Fin) at Mines, Damanjodi.

The payment shall be released within 30 days of Invoice/RR. The payment shall be made through e-payment. The seller is to furnish bank mandate form for e-payment.

- (a) Excise Invoice for HSD and freight bill separately.
- (b) LR
- (c) Challan
- (d) Test Certificate/ Analysis Report
- (e) Seller's certificate to the effect that the materials despatched conforms to the ordered specifications and the supplies are in line with the terms and conditions of the order.

YOU ARE REQUIRED TO SEND SOFT COPIES OF INVOICE AND OTHER DOCUMENTS IMMEDIATELY AFTER DESPATCH TO THE CONCERN OFFICIAL'S E-MAIL IDS OF NALCO AND WILL DISPATCH HARD COPIES AS SOON AS POSSIBLE SO AS TO REACH WITHIN 7 DAYS OF INVOICE DATE.

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.

- ***"Nalco (Buyer) w.e.f. 01.07.21, will deduct TDS u/s 194Q at the rate of 0.10% on Purchase value exceeding Rs.50 Lakh. For the purpose of computing threshold limit of Rs.50 Lakh, all Invoices accounted for by Nalco from 01.04.21 will be considered. However, this is as per current provision of the income Tax Act and is subject to modification based on further notification on the subject by Govt. of India under Income Tax Act."***

10.0 FINANCIAL LOADING FOR EVALUATION OF NET LANDED COST OF HSD:

At present M/s. HPCL, M/s. IOCL & M/s BPCL are having dispensing unit for HSD at our Mines, Damanjodi unit, as below:

M/s. HPCL	M/s. IOCL	M/s BPCL
22 KL (2 Nos.)	50 KL (1 No.)	45 KL

Oil companies who do not have storage facility & dispensing unit at NALCO's supply locations will be required to pay rental charges **@Rs.1000/KL (Inclusive of Taxes)** of HSD on monthly basis in case of getting orders for using dispensing units of

other oil companies. The rental charges will be deducted from their bills raised for such supplies and will be paid to the oil companies whose dispensing unit have been used against submission of GST invoice for Rs.1000 KL (including GST).

Imp.: Oil companies who do not have their dispensing units at NALCO's locations have to confirm payment of rental charges @ Rs.1000/KL of HSD in the unpriced bid format. Oil companies who do not agree for deduction of rental charges from the bills raised for such supplies, will be required to quote their final price figure considering loading of Rs. 1,000/- per KL towards rental charges. A specific confirmation in this effect is to be submitted by bidders along with their technical bid/ Unpriced Bid.

11.0 PRODUCT QUALITY:

HSD:

Specification of HSD:

HSD to be supplied shall be certified as to bear the same specification as per IS-1460-2005 and all subsequent amendments thereof. Physical/soft copies of in house laboratory test certificate should be provided for each consignment. In case of conflict in test result, MOP & NG approved laboratory to be selected jointly for testing of samples and the same result shall be final. HSD for all the units will be received through tanker only & for acceptance of quantity, the following procedure will be followed.

Acceptance of quality:

Tanker will be accepted with intact seal only. Any tampering with the seal, the tanker will be accepted for inspection in detail, all quality parameters checking & then unloading. No detention charges will be accepted / paid.

Standard dip level, level measurement with calibrated dipstick available with each tanker will be considered for certifying the accepted/ receipted quantity. Regarding shortage of quantity, if any found/ observed in standard dip level measurement, the same will be ascertained by pouring method and certified both by NALCO & TT Crew member. Shortage, if any will be debited to supplier's account. Excess, if any will be ignored from accepted/ receipted quantity.

Temperature Variation Allowance: Shrinkage for temperature variations between loading & unloading locations will be considered while booking the shortage only at Panchpatmali Bauxite Mines, NALCO.

- The shrinkage quantity due to the temperature variation has to be considered as per formula mentioned below:

$$\text{TVA(in L)} = 0.85 \times (T_1 - T_2) \times \text{Volume of tank truck(in KL)}$$

where TVA = Shrinkage quantity due to temperature variation

T₁ = Temperature of Product in tank truck at loading location

T₂ = Temperature of Product in tank truck at unloading location

- The total shortage to be booked is the sum of the compartment wise Short Quantity found through dipstick method less the shrinkage quantity due to temperature variation.

Total shortage to be booked = Compartment wise physical shortage obtained – TVA

- Any tanker without calibrated dipstick will be rejected / not be unloaded.
- Prima facie materials will be accepted based on test certificate supplied by supplier.
- If requires, analysis of all parameters as per respective IS and amendments, indicated in the specification of a rake/ tanker as the case may be on quarterly basis at approved laboratories of MOP & NG only. The rakes/ tankers to be analysed at approved laboratories of MOP & NG only.

12.0 DELIVERY & MODE OF DESPATCH:

The mode of despatch for HSD shall be only by road duly freight paid. Despatch through road is to be made through your transporters on delivered basis at our works. Transit insurance to suppliers Account.

The HSD is to be delivered into the storage facility/dispensing units (of own or others available) only located inside NALCO's Mines, Damanjodi.

13.0 DELIVERY SCHEDULE:

By end of proceeding month, actual delivery requirement for the subsequent/future month shall be intimated to supplier through buyer's Mines Unit. Total quantity of HSD is to be delivered within a period of 12 months of order. The actual delivery requirement will be communicated by respective unit (Ref. clause no. 4.0) for despatch of HSD. Timely delivery of material is the essence of contract.

14.0 SOURCE OF SUPPLY & LOADING SUPERVISION:

Normal source of supply shall be from your Refinery i.e. Ex-Refinery as well as where your major storage terminal is located as per your offer. In the event of any disruption of supplies from these sources, you shall effect supplies from any other source without any additional financial liabilities to NALCO.

Oil loading may be supervised by our authorised personnel as a regular routine as and when required by us.

15.0 DESPATCH INSTRUCTION:

You shall intimate our GGM (Mines), Damanjodi on despatch with all relevant despatch details and original despatch document to be sent to them on priority for taking the delivery.

16.0 At the end of every month you shall send a statement to our GGM(Mat)/GM(Mat), Bhubaneswar Office and GGM (Mat)/GM (Mat) of Mines units indicating details of despatches made and the details of invoices etc and payment received. Reconciliation of accounts may be done in every quarter. This is very important.

17.0 QUANTITY TOLERANCE:

Quantity tolerance of $\pm 5\%$ on ordered quantity will be allowed to short closure of the order.

18.0 In the event the basic price of the PSU oil companies are different for Mines unit of NALCO, then the lowest basic price of the PSU oil companies on the date of despatch to Mines unit shall be applicable.

19.0 The parties have to mention in their bid the basis of their quoted price. In case of non PSU parties, the parties are to confirm to submit documentary proof towards ex-despatch point rate of PSUs for the prevailing rate and to confirm submission of the same along with their bills while claiming payment and correlation between their quoted price vis-a-vis PSU price based on which offer is made.

20.0 EARNEST MONEY DEPOSIT:

The offer must be accompanied by Earnest Money for a value of Rs. 25,00,000/- (Rupees Twenty five Lakhs only) by Demand Draft or by way of Bank Guarantee (As per proforma at Annexure-III). The suppliers should submit EMD in the form as mentioned above preferably issued by State Bank of India, Commercial Branch, Bhubaneswar or from any of the standardised banks as per list enclosed at Annexure-III.

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

The seller shall ensure that the issuing bank must send the original bank guarantee directly to the addressee given below under speed post or registered post (AD) so as to reach the addressee prior to submission date of tender. The bidder/supplier will submit the photocopy of the bank guarantee self-certified mentioning despatch reference of the bank in the unpriced bid

GROUP GENERAL MANAGER (MATERIAS)
NATIONAL ALUMINIUM COMPANY LTD.,
NALCO BHAVAN, P/1, NAYAPALLI,
BHUBANESWAR: 751 013. (ORISSA)

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

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

IFSC: SBIN0009817

Account No. : 10044880013

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

In event of RTGS transaction, UTR no. is to be mentioned in Part-I of the offer.

Please refer Annexure-III (A) Guidelines for submission of EMD online.

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

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

In the event of Forfeiture/encashment of EMD BG the GST will be applicable.

Tenderers who are covered under public Sector, Govt. Agencies and the Firms registered with DGS&D/NSIC/District Industries Centres(DIC)/Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board (KVIB)/Cair Board/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (If registered for production/supply of HSD), Ancillary Unit of NALCO and all start-ups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, GOVT of India shall be exempted from submission of above Earnest Money, subject to submission of valid registration certificate acceptable to buyer..

After finalisation of the tender, the EMD of unsuccessful tenderer shall be refunded to respective tenderer. The EMD of successful tenderer shall be refunded after successful execution of the order. In the event of non-execution of order, the EMD shall stand forfeited.

21.0 ARBITRATION:

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

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

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

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

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

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

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

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

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

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

Subject to aforesaid, provisions of the Arbitration and conciliation Act 1996 {As amended by the Arbitration & Conciliation (Amendment) Act, 2015} or any statutory

modification or re-enactment thereof and the rules made hereunder, and for the time being in force, shall apply to the arbitration proceeding under this clause.

However, in case of PSUs –

All disputes of differences arising under the contract, whether during or after completion of the contract or whether before or after determination for closure or breach of the contract (other than those in respect of which the decision of any party is by the contract expressed to be final and binding), shall be addressed in line with GOI directive on PMA (Permanent machinery of Arbitrators) guidelines issued vide O.M. No. 4(1)/2011-DPE (PMA)-GL, Dtd. 12th June, 2013 applicable to CPSEs.

22.0 Distribution:

- (i) Nalco would like to procure the tender quantity by placing orders on minimum 2 (Two) parties for HSD. The buyer reserves the right to conduct price negotiation if necessary and the same shall be done only with L-1 tenderer and parties will be asked to match L-1/negotiated L-1 price for distribution of order in order of pricing position in the tender. Percentage of distribution in order of pricing position in tender subject to matching the L-1 price/negotiated L-1 price will be in the ratio of 60%:40% for HSD. The above distribution can be changed in the event parties eligible for ordering as per pricing position in the tender have offered/acceptable for lesser quantity. The distribution of order can be made to more than 2(Two) parties in case of HSD to cover the full requirement in the above instance. If more than one bidder is in L-1/negotiated L-1 position the quantity will be distributed equally among the bidders.

The guidelines for distribution of order quantity shall be as per clause 3 B of the Public Procurement (Preference to Make in India), Order 2017 – Revision regarding dated 16.09.2020 & subsequent amendments thereof.

- (ii) For each unit ordering will be done to minimum 2 (Two) parties.
- (iii) The vendors who have not supplied to Nalco earlier will be considered for an order quantity up to maximum 20% of tendered quantity, if they are L-1 in the tender or match the L-1/ negotiated L-1 rate if required to do so for covering the tendered quantity depending upon their inter-se pricing position in the tender.

23.0 Validity of offers is to be kept for a minimum period of 120 days from the date of opening of tender.

24.0 Nalco reserves the right to modify/cancel this tender without assigning any reasons thereof.

- 25.0 The tender should be clearly typed & wherever correction made the same should be initialled otherwise offer is liable for rejection.
- 26.0 We are SA 8000 certified company. It is expected that our suppliers/ service providers confirm to the requirements of this international standard SA8000-2008. The survey questionnaire (attached) may please be filled & sent along with the bid document (Annexure-II).
- 27.0 Jurisdiction :
The contract shall be governed by & construed according to the laws in force in India & subject to exclusive Jurisdiction of the courts of Bhubaneswar only.
- 28.0 Integrity Pact:
The tenderer must sign the integrity pact duly filled in as per Annexure-IV & submit the same along with un-priced bid.

At present, there is a panel of three Independent External Monitors (IEM) in NALCO. Their contact details are given as below.

Smt. Deepa Krishna, IRS(Retd.), C 2603, Sushant Lok -1 Gurgaon, Haryana Pin – 122002 E-mail : deepakrishan@gmail.com	Ms. Meeran C Borwankar IPS(Retd) C10/5, Vasant Vihar New Delhi-110052 E-mail: mcborwankar@gmail.com	Ms. Archana Ranjan , IRS (Retd.) A 4/1, Vasant Vihar New Delhi- 110057 E-mail: ranjan.archana@gmail.com
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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.

NOTE: For tender related any queries, bidder may write Mr. Pavan Babar, AGM(Matls.), Mail ID: pavan.babar@nalcoindia.co.in or Mr. B.D. Mohanty, GGM(Materials), Mail ID: bibhu.mohanty@nalcoindia.co.in.

29.0 **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.7/10/2021-PPD(1), Dtd. 23/02/2023 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.7/10/2021-PPD(1), Dtd. 23/02/2023. 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.

30.0 SUBMISSION OF BID:

You are requested to submit your online offer in GeM Portal, in two part fashion un-priced(Part-I) & Priced/BOQ (Part-II) considering & accepting the above conditions & as per following

- (A) **"Unpriced bid for supply of HSD against Tender Notice no. NBC/MM/01/NIT/HSD/2023, Dtd. 14/03/2023"** shall consist of
- i) Duly filled in unpriced bid proforma (Annexure - I)
 - ii) Duly filled of SA-8000 (Annexure -II)
 - iii) Proforma for Bank Guarantee for EMD (Annexure -III)
 - iv) Local content percentage (%) certificate form the statutory auditor or cost auditor of the company or form a practicing cost accountant or practicing chartered accountant.
 - v) Compliance certificate towards beneficiary relationship as per Order No. F.7/10/2021-PPD(1), Dtd. 23/02/2023 issued by Ministry of Finance (Deptt. of Expenditure)
 - vi) Proforma for Integrity pact (Annexure -IV)

IMP. The unpriced bid is required to be submitted online in GeM portal.

- (B) **"Price bid for supply of HSD against Tender Notice no. NBC/MM/01/NIT/HSD/2023, Dtd. 14/03/2023"** shall consist of
- i) Duly filled in Price Bid proforma for HSD (Supply by road) as per the GeM portal

Note- The Priced Bid (Part-II Bid) in Xls. format shall be uploaded in GeM portal only. The price figure mentioned under Price Bid shall be inclusive of all taxes and duties for delivery at different units of NALCO.

- (C) ***On opening of price bids under GeM Portal, techno-commercially accepted bidders are to submit the detailed price break up of their quoted price in GeM portal, including basic price, shunting charges, delivery***

charges/freight, excise duty, discount, state tax, state rebate, additional taxes if any etc. The price break up of the quoted prices shall be submitted as per the Annexure-V i.e. Proforma for Price Break up. Please note that the final price figure submitted under price break up shall exactly match with the price quoted under GeM portal.

Last date of receipt of the tender (both priced & unpriced) - 28/03/2023

Date of opening of the Unpriced bid * - 28/03/2023

The bids are to be submitted online before the bid due date and time through GeM Portal, by logging into website <https://gem.gov.in>. For online submission of bids, the bidders should have valid registration with GeM portal.

In case of any difficulty in submission of online bid through GeM portal, the bidders may contact the helpdesk of GeM portal at their mail ID helpdesk-gem@gov.in or may contact them on toll free number 1800419436.

For any clarification/ query regarding the tender, bidder may contact the following:

(i)	Mr. Pavan Babar	E-mail: pavan.babar@nalcoindia.co.in
	AGM (Matls.)	Mob. +91 94370 26420
(ii)	Mr. B. D. Mohanty	E-mail : bibhu.mohanty@nalcoindia.co.in
	GGM (Materials)	Mob. : +91 674 230 1235

31.0 Bidder can also download the complete set of tender documents which is available in our website www.nalcoindia.com and also in the website <https://gem.gov.in>

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

33.0 In case of any conflict between terms & conditions of GeM Portal and against this tender, the terms & conditions mentioned in this tender shall prevail.

Thanking You,

Yours faithfully,
for National Aluminium Co. Ltd.,

(B. D. Mohanty)
Group General Manager (Materials)

UNPRICED BID PROFORMA

1.	Name of the bidder Address	:	
2.	Whether specification as per NIT	:	
3.	Quantity Offered (For HSD at Mines, Damanjodi)	÷	
4.	Please confirm all invoice quantity shall be volumetric in line with the reference normal product temperature at ambient condition.		
5.	Validity of Offer (Against NALCO requirement of Minimum 120 days)	:	
6.	Source of Supply for HSD at NALCO, Mines	:	
7.	Whether delivery is to be effected as per requirement of NALCO & by road tanker to all units for HSD. Delivery Location for Mines:		
8.	Address from where supply to be made & Invoice will be raised:		
9. (i)	Please confirm type of Supplier i.e. Whether Class-I or Class-II local supplier or Non Local Supplier (As defined in order dtd. 16.09.2020 & OM Dtd. 04.03.2021 of DPIIT, Ministry of Commerce and Industry, GoI).		
(ii)	Confirm percentage of local content for the offered goods.		
(iii)	Confirm, Certificate for local content from statutory auditor or cost auditor of the company (in case of the companies) or form a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.		

10.	Please confirm that Compliance certificate towards beneficiary relationship as per the Order No. F.7/10/2021-PPD(1), Dtd. 23/02/2023 issued by Ministry of finance (dept of Expenditure), have been submitted along with the Part-I (Unpriced Bid).	
11.	Whether payment term as per NIT	:
12.	Confirm acceptance of part order	:
13.	Price list/circular copy towards proof of rate quoted is enclosed	:
14.	Place of loading facility at the works/depot	:
15.	<p>Oil companies who do not have storage facility & dispensing unit at NALCO's supply locations will be required to pay rental charges @Rs.1000/KL (Inclusive of Taxes) of HSD on monthly basis. Please confirm.</p> <p>N.B.: Oil companies who do not agree for deduction of rental charges from the bills raised for such supplies, will be required to quote their final price figure considering loading of Rs. 1,000/- per KL towards rental charges.</p> <p>A specific confirmation in this effect is to be submitted by bidders along with their technical bid/ Unpriced Bid. Please confirm.</p>	
16.	Please confirm in the event of placement of Order, for Non PSU supplier, the variation in their quoted net landed price of HSD to Mines, Damanjodi, should not be more than the net landed cost of HSD by PSU supplier to Mines, Damanjodi on the date of despatch. In case it is observed that the net landed cost of Non-PSU supplier is more than the net landed cost of PSU oil companies for supply to NALCO, Mines unit based on PSU price circular/Invoice, the Non- PSU supplier will be notified about the same & the difference in value will be recovered from Non PSU supplier	
17.	Whether EMD submitted. If yes please give details. In case, EMD is not submitted please specify the reasons.	:
18.	Whether arbitration clause as per NIT is agreed	:
19.	(a) Nalco (Buyer) w.e.f. 01.07.21, will deduct TDS u/s 194Q at the rate of 0.10% on Purchase value exceeding Rs.50 Lakh. For the purpose of computing threshold limit of Rs.50 Lakh, all Invoices accounted	

	for by Nalco from 01.04.21 will be considered. However, this is as per current provision of the income Tax Act and is subject to modification based on further notification on the subject by Govt. of India under Income Tax Act. Please confirm your acceptance.	
	(b) Please confirm that you will not charge TCS as "Seller" under section 206C(1H) from 01.07.2021 to NALCO in the Invoices/Bills raised on NALCO for supply of ALF3 as per the provision explained above.	
20.	Whether SA-8000 format duly filled in submitted	:
21.	Please confirm that you have submitted price bid in GeM Portal inclusive of basic price, freight, discount and all other applicable taxes & duties.	:
22.	Confirm price is quoted prevailing on 18/03/2023 i.e. the day preceding 10 (Ten) days prior to the original due date of tender submission.	:
23.	Confirm to submit price circular of PSU & road (as applicable) freight rate along with despatch documents	:
24.	Confirm acceptance to all other terms & conditions of tender	:
25.	Confirm Integrity Pact duly signed in is submitted	:

Date:

Signature of Tender:

Name:

Place:

Address:

Annexure-I (continued).

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI

To

National Aluminium Company Limited,

Dear Sir,

Sub: Authorization for release of payment due from NALCO, -----
----- through Electronic fund transfer(RBI -EFT)/Internet / RTGS.

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

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

1. Name of the Party :
2. Address of the party :

City :.....Pin Code:.....
E-mail Id:

Permanent Account Number :.....

3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

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

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

N.B. : RBI EFT / RTGS facilities Centre:

New Delhi, Chandigarh, Kanpur, Jaipur, Ahmedabad, Mumbai, Nagpur, Hyderabad, Bangalore, Chennai, Trivandrum, Kolkata, Bhubaneswar, Guwahati, Patna.

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

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET**To****National Aluminium Company Limited,**

.Dear Sir,

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

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

1. Name of the Party :
2. Address of the party :

 City :.....Pin Code:.....
 E-mail I d:
 Permanent Account Number :.....
3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

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

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

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) Number)	Workmen (Total
• Permanent		
• Casual		
• Badli		
• Temporary		
• Contracted		

B. Information regarding Social Accountability

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

as per statutory requirement? Yes/No

- If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No

Are you certified for SA 8000? Yes/No

If Yes, please submit a copy of SA8000 Certificate alongwith this filled up questionnaire

Have you undergone Code of Conduct Audit (COC Audit) in last 2 years ? Yes/No

If yes, please submit a copy of Code of Conduct Audit Report alongwith this filled up questionnaire

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

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

- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you provide safety training to your employees? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- If not, do you get the facilities from NALCO Yes/No
- What types of medical benefits you provide to your employees?

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

Yes/No

If no, how do you ensure freedom of expression?

- 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 labour
Forced labour, health & safety, working hours and remuneration
of your suppliers Yes/No

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

Signature:

Designation:

Date

Seal of the organization

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 _____ (hereinafter referred as "The Owner/ Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper vide its Tender No. for (hereinafter called "the said tender") to M/s. (hereinafter called "the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. _____ (Rupees _____ only) towards earnest money in lieu of cash.
2. We _____ Bank having its branch office at _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any terms and conditions contained in the said tender or failure to accept the letter of Intent/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under 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 dependant or conditional on the owner proceeding against the tenderer(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or

liabilities under the said tender are fulfilled.

5. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ (Rupees _____ only) us and shall remain in force till _____ unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liability under this guarantee.
8. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).
9. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at _____ (Bank Name), _____ (Branch Name and address of the branch), Bhubaneswar, Odisha 751XXX)

Date:

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

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

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

LIST OF STANDARDISED BANKS

SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

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

SCHEDULED PRIVATE SECTOR BANKS (INDIA)

1. HDFC Bank Ltd.
 2. ICICI Bank Ltd.
 3. Axis Bank Ltd
 4. Kotak Mahindra Bank Ltd
 5. YES Bank
 6. IndusInd Bank Ltd.
 7. The Federal Bank Ltd.
 8. The Jammu & Kashmir Bank Ltd.
 9. The South Indian Bank Ltd.
 10. The Karur Vysya Bank Ltd.
 11. The Karnataka Bank Ltd.
 12. IDFC Bank
 13. RBL Bank
 14. The Lakshmi Vilas Bank Ltd.
 15. Tamilnad Mercantile Bank Ltd.
 16. City Union Bank Ltd.
- (Sixteen Banks)

SCHEDULED FOREIGN BANKS

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

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

1)	TENDER NO	NBC/MM/01/NIT/HSD/2023
	DATE	14/03/2023
2)	DESCRIPTION OF TENDER	Supply of HSD
3)	EMD AMOUNT (IN RS)	25,00,000/- (RUPEES TWENTY FIVE LAKHS ONLY)
4)	SBI ACCOUNT NO	10044880013
5)	SBI BRANCH CODE	009817
6)	SBI IFSC CODE	SBI N0009817

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

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

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

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2023, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through Shri _____ (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____ and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

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

1.0 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.
- 2.0 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

- 3.0 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.

4.0 **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.

5.0 **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.
- 6.0 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.

7.0 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.

8.0 Law and Place of Jurisdiction:

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

9.0 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.

10.0 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.
- 11.0 If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
- 12.0 The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation:

Company: NALCO

Official Seal

Witness

1. _____

2. _____

Witness

1. _____

2. _____

PROFORMA FOR PRICE BREAK UP
(To be submitted after opening of price bids)

Price Break up for supply of HSD at Mines, Damnjodi, by Road Mode:

Element of price	Value in Rs./KL
Basic Price	
State Surcharge	
Add. Excise Duty	
Sub Total-1	
Discount(-)	
Sub Total-2	
Road Freight/ Delivery Charges.	
Sub Total-3	
Central Sales Tax @	
Additional Tax (if any)	
Sales Tax Rebate (if any)	
Total = Price quoted under GeM Portal	