



National Aluminium Company Limited

(A Government of India Enterprise)

CIN: L27203OR1981GOI000920

Smelter Plant, Angul - 759145, Odisha

NOTICE INVITING TENDER (NIT)

NIT Ref. No: SMLT/MMP/404/1000059940

GENERAL INFORMATION TO BIDDERS

1.0 LIST OF ANNEXURES:

- i) **Annexure-I** : Bidder's Pre-qualification Criteria.
- ii) **Annexure-II** : Technical specifications.
- iii) **Annexure-III** : Special terms and conditions (STC) of NIT.
- iv) **Annexure-IV** : Environment, OHSAS Policy & SA:8000, ENERGY POLICY (1 page)
- v) **Annexure-V** : Compliance to General Environment Requirement (01 page)
- vi) **Annexure - VI** : Compliance to SA 8000 Requirement (5 pages)
- vii) **Annexure-VII** : Format for Bank Guarantee for EMD (02 page)
- viii) **Annexure – VIII** : List of standardized Banks (02 page)
- ix) **Annexure-IX** : Format of Integrity Pact (5 pages)
- x) **Annexure – X** : Purchase preference to Make in India order & declaration of local content (02 pages)
- xi) **Annexure – XI** : Declaration confirming ANTI PROFITEERING clause (SEC 171 of GST Act) (01 page)
- xii) **Annexure-XII** : General Information of Suppliers (01 page)
- xiii) **Annexure-XIII** : Format for online submission of earnest money deposit (EMD)
- xiv) **Annexure-XIV** : Compliance Certificate as per Annexure-XIV.
- xv) **Annexure-XV** : Bank Mandate Form

2.0 Bidders should submit the following documents completely as per our NIT , along with their offer in GeM portal.

- (i) Proof of credentials, past experience, **Audited financial statements**, and all documents required to fulfill the Pre- Qualification Criteria as asked for in the NIT documents (As per Annexure - I).
- (ii) All Technical details, Drawings, Data Sheets, Catalogues / Literatures etc. (As per Annexure – II)
- (iii) Special Terms & Conditions(STC) of NIT as per **Annexure-III** is to be signed and stamped as token of having accepted all the Terms & Conditions in toto.
- (iv) Acceptance to Environment, OHSAS Policy, SA:8000 & Energy Policy (as per Annexure- IV) and Filled up statement towards General environmental requirement (Annexure - V) and SA 8000 format (Annexure-VI).
- (v) Scanned copy of Original EMD BG (As per Annexure - VII)
- (vi) Duly filled in, signed and stamped Annexure-X for declaration of local content, Annexure-XI, Annexure-XII and Annexure-XIV.
- (vii) Scanned copy of Original Integrity Pact (As per Annexure-IX).

(viii) NIT documents duly signed and stamped as token of acceptance to terms & conditions of NIT.

ix) NIT documents including Corrigendum/Addendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance.

For Un-priced Bid, the bidder must prepare all the required documents duly signed and stamped and then upload in GeM portal. However, wherever in the NIT documents the bidder has been asked to submit the scanned copies and then send the original hard copy of the documents in a sealed envelope, the sealed envelope should be super scribed with the Gem Bid No. and list of documents should be clearly indicated. The sealed envelope should be sent to the address given below so as to reach us before the bid due date and time:

**GM (MATERIALS)
NATIONAL ALUMINIUM COMPANY LTD.,
PURCHASE, SMELTER PLANT
ANGUL 759145. (ODISHA)**

The following original documents should be sent at above address in sealed envelope super scribed with the Gem Bid No. :

- i. Original EMD (As per Annexure - VII).
- ii. Integrity Pact (As per Annexure - IX).
- iii. Original copy of certificates/ undertakings/ affidavits/ declaration asked for in the tender.
- iv. Original copy of any other information/details/documents/data required as per our NIT Documents.
- v. A certificate by the bidder stating that the hard copy of documents/certificates submitted is same as the online documents/certificates uploaded by them in *GeM portal*.

Note: Bidders are requested to note that the only acceptable mode of offer submission is online in GeM Portal. The offers / Quotations received through any other mode like Hard copy by post/courier, E-mail or Fax shall NOT be accepted.

3.0 EARNEST MONEY DEPOSIT (EMD):

- 3.1 The bidders intending to participate in the tender should furnish Earnest Money Deposit (EMD) for **₹11,80,000/- (Rupees Eleven Lakh Eighty thousand only)**.
 - 3.2 The Part - I Bid must be accompanied by Earnest Money Deposit for value as mentioned above.
 - 3.3 The EMD should be by way of Bank Guarantee and as per proforma enclosed (**Annexure–VII**) with the NIT/GeM Bid. The BG should be furnished from any of NALCO approved Banks as per the list enclosed with the NIT Documents (**Annexure–VIII**). The wording of BG should be strictly as per proforma and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank. The issuing Bank should be advised to send a direct
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confirmation to NALCO, clearly indicating the Tender No., towards issue of the Bank Guarantee. The Bank Guarantee for Earnest Money Deposit shall remain un-discharged for such a period as may be specified for keeping the tender open. The EMD BG should have a validity of at least 09(nine) months beyond the period of validity of bid asked for in the tender document. The validity of the EMD BG may have to be extended by the bidder on request of NALCO, till the tender is finalized.

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.

- 3.4 The tenderer may also deposit the EMD by way of DD drawn in favor of “National Aluminium Co. Ltd” payable at SBI, Kandsar.

Bidders should upload the scanned copy of the BG/ DD along with their online Part - I - Bid. The original copy of the BG/ DD should be submitted as mentioned at Para – 2.0 above.

- 3.5 The bidder may also deposit the EMD by way of NEFT/RTGS/E-transfer. Bidder(s) submitting the EMD amount through NEFT/RTGS/E-transfer mode shall fill up the details of Annexure – XIII after making the payment of EMD and send the scanned copy of the duly filled in and signed Annexure – XIII along with the scanned copy of Transaction Slip/ receipt of the Bank **on the same day of payment** by e-mail to (sanjaya.sahoo@nalcoindia.co.in) with copy marked to (gyanendra.jha@nalcoindia.co.in).

The bidders should upload the scanned copy of the duly filled in and signed Annexure – XIII along with the scanned copy of Transaction Slip/ receipt of the Bank with their On-line Part- I Offer .

The original copy of the duly filled in and signed Annexure– XIII along with the Transaction Slip/ receipt should be submitted in sealed envelope at the address as mentioned at Para – 2.0 above.

- 3.6 **Offer without EMD may be liable for rejection.** This deposit shall not carry any interest.
- 3.7 If the tenderer, after submitting his tender, revokes the offer or modifies the terms & conditions thereof, in a manner not acceptable to the Purchaser, the EMD BG shall be liable to be forfeited / enforced. In case the EMD has been paid in the form of DD, the EMD amount will not be refunded back in case of forfeiture of EMD. Any forfeiture of EMD made by NALCO will be with applicable GST.
- 3.8 State / Central Government organizations, Public Sector Undertakings, 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 & Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (registered for the tendered item) and NALCO's Ancillary units and all start-ups recognized by deptt. of policy & promotion, Ministry of commerce and Industry Govt. of India are exempted from
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furnishing EMD. However, they must submit notarized (by a public notary) valid copy of their registration certificate for claiming the exemption.

Bidders must upload the scanned copy of the notarized certificate and send the **hard copy documents of their offer**. In the absence of such certificate, the bidder's offer may be liable for rejection.

The EMD shall also be exempted for categories of Sellers as mentioned in latest version of **General Terms and Conditions on GeM** subject to submission of valid documentary proof for claiming EMD exemption.

- 3.9 After finalization of the tender, the EMD BG of unsuccessful tenderers will be returned. In case the EMD was submitted in the form of DD, the EMD amount will be refunded through e- payment for which the bidders will have to submit the duly filled in Bank Mandate Form (Annexure-XV) attached with the Tender Documents. The EMD of successful bidder shall be returned after successful execution of the contract. In the event of non-execution of the contract, the EMD shall stand forfeited.

4.0 CRITERIA FOR REJECTION OF OFFERS

1. Offers not fulfilling the Pre-qualification criteria.
2. Offers without EMD excepting those exempted.
3. Incomplete Offer(s) either technical or Prequalifying/ Financial or commercial.
4. Offers not as per Technical specifications of this GeM Bid or not in the specified format.
5. Disclosure of Price anywhere in the Part-I bid i.e. techno-commercial bid.
6. Non- acceptance of terms and conditions of this GeM Bid.

5.0 AMENDMENT OF NIT DOCUMENTS

- 5.1 At any time prior to the bid due date, NALCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the NIT Documents and issue amendment in the form of Corrigendum.
- 5.2 Any Corrigendum thus issued will become part of NIT documents and the bidder shall submit original Corrigendum / compliance letter duly signed and stamped as token of his acceptance.
- 5.3 In order to afford prospective Bidders, reasonable time in which to take the amendment into account in preparing their offer, NALCO may, at its discretion, extend the bid due date.
- 5.4 Bidders are requested to visit the GeM portal regularly for any modification/addition/ bid due date extension for this NIT.

6.0 IMPORTANT INSTRUCTIONS:-

- i) Before submission of their bid, the Bidders must make themselves fully conversant with the Tender Documents and other relevant information, so that no ambiguity may arise in any respect subsequent to the submission of the bid.
 - ii) If any Bidder finds any discrepancies or omissions in the specifications and documents or is in doubt as to the true meaning of any part, she/he shall at once request in writing for an interpretation/ clarification to NALCO. However, for this reason, the tender opening date shall not be extended.
 - iii) If the Bidder deliberately gives wrong information in his/her offer to create circumstances for the acceptance of his/her bid, NALCO reserves the right to reject such bid at any stage.
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- iv) Bid documents submitted are non-transferable.
- v) 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 contractor directly or indirectly to any person, firm or corporation whatsoever without the consent of NALCO in writing.
- vi) The tender documents are meant for the exclusive purpose of bidding against the subject requirement and shall not be transferred, reproduced or otherwise used for the purposes other than that for which these are specifically issued.
- vii) NALCO reserves the right to conduct price negotiation, if necessary, and the same shall be done with lowest acceptable bidder only. Bidders are required to quote their lowest price in view of the fact that price negotiation, if any, shall be held with the lowest acceptable bidder only.
- viii) No correspondence, whatsoever until & unless called for by the Buyer, shall be entertained after due date and time of receipt of tender and any uncalled for communication received later from the tenderers will be ignored. Any efforts by a bidder to influence NALCO in its bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's offer.
- ix) NALCO reserves the right to accept any offer or to reject any or all offers and to extend the due date for submission of offers without assigning any reason thereof. The submission of any offer connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim, against NALCO for rejection of his offer. NALCO shall always be at liberty to reject or accept any offer or offers at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the NALCO. However, a bidder may seek clarification regarding the NIT documents provisions, bidding process and/ or rejection of his offer. NALCO shall respond to such queries within a reasonable time.

7.0 Incomplete offers and offers not confirming acceptance to all terms and conditions mentioned in this GeM Bid including validity period of offer, as stipulated in this Gem Bid may be liable for rejection.

8.0 LIST OF PARTNERS/ DIRECTORS & DECLARATION: In Techno-commercial bid , the bidders should furnish a list of its Partners/ Directors and a declaration that such Partners/ Directors have no interest in any other bidder(s) in respect of the same tender.

9.0 Pre-bid/Pre-contract Agreement (Integrity Pact) & Independent External Monitor:

9.1 The accompanying 'Integrity Pact' attached at Annexure - IX of NIT is to be executed in two (02) Originals. Bidders may submit the Integrity Pact on its company's Letter Head/ A4 size paper, duly signed by the person(s) signing the bid.

9.2 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.

9.3 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 as mentioned at Para – 2.0 above. The scanned copy of the Integrity Pact is to be uploaded along with their Online Part - I offer in GeM.

9.4 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.

9.5 At present, there are 03 IEMs in NALCO. They are as below:

- (i) Smt. Deepa Krishan IRS (Retd.)
C 2603, Sushant Lok-1
Gurgaon, Haryana, PIN-122002
E-mail: deepakrishangmail.com
- (ii) Dr. 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,
New delhi- 110057
E-mail: ranjan.archana@gmail.com

Note:- (i) 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.

(ii) 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.

(iii) Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials only.

Thanking you.

Yours faithfully,
For National Aluminium Company Limited

GM (Materials)

PRE-QUALIFICATION CRITERIA (PQC)

Bidders MUST fulfill the following minimum pre-qualification criteria:

Name of Supply of Goods: PIG IRON

A) TECHNICAL

Eligibility criteria	Documentary proof.
The bidder must have facility to produce minimum 200 MT of Pig Iron per Month .	The production facilities like availability of Induction Furnace and Casting machine for production of 200MT of pig iron per month is to be certified by cost accountant in practice OR by directorate of industries OR Government/Government approved agencies

B) FINANCIAL

Eligibility criteria	Documentary proof
<p>1) Average annual financial turnover of the bidder during the last three financial years ending 31st March of the previous financial year should be at least Rs.354.00 Lakhs</p> <p>The Annual Turnover shall be escalated @10%(Ten percent) per annum (simple interest) to bring them at the current Price level. The Annual turnover of the latest previous year shall not be considered for any escalation.</p> <p>2) Net worth of the bidder during the latest financial year shall be positive as per audited balance sheet.</p>	The bidders have to submit the copies of audited financial statements/profit & loss accounts of the relevant years in support of both the qualifying criteria along with the bid. 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.

C) EXPERIENCE

Eligibility criteria	Documentary proof.
<p>The bidder must have successfully executed supply orders for Pig Iron of following minimum quantities within last seven (7) years to be reckoned from the date of "bid submission date" specified in the NIT.</p> <p>(i)Single order of minimum value of Rs. 944.00 Lakh. OR (ii)Two orders, each of minimum value of Rs.590.00 Lakh. OR (iii)Three orders, each of minimum value of Rs. 472.00 Lakh.</p>	<p>Copies of purchase orders/ invoices & completion certificate of submitted purchase orders/ invoices duly certified by public notary.</p> <p>NB: The 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>

TECHNICAL SPECIFICATIONS

PIG IRON , TOTAL QUANTITY – 2000 MT

PIG IRON AS PER FOLLOWING MATERIAL COMPOSITION:

- =====
- 1.SILICON : 3.00 TO 3.5%
 - 2.CARBON : 3.5 TO 4.00%
 - 3.SULPHUR : LESS THAN OR EQUAL TO 0.05%
 - 4.PHOS : LESS THAN OR EQUAL TO 0.15%
 - 5.Mn : 0.5 TO 1.00%
 - 6.WEIGHT : 3 TO 12 KG

QUANTITY TOLERANCE: **+/- 2% of total quantity.**

NOTE

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1. TEST CERTIFICATE:

MANUFACTURER'S TEST/ QUALITY CERTIFICATE SHALL BE FURNISHED FOR EACH LOT OF DELIVERY.

2. INSPECTION & TESTING:

INSPECTION / TESTING OF PIG IRON SHALL BE CARRIED OUT AT NALCO LABORATORY AND NALCO'S DECISION REGARDING ACCEPTANCE /REJECTION SHALL BE FINAL AND BINDING.

3. DELIVERY SCHEDULE: THE DELIVERY TO BE MADE @ 200- 500 MT/MONTH STARTING FROM THE DATE OF CONTRACT.

DECLARATION: WE AGREE FOR ALL THE ABOVE TECHNICAL SPECIFICATIONS AND OTHER REQUIREMENTS AND OUR OFFER IS EXACTLY AS PER YOUR REQUIREMENT.

**Authorised Signatory
With seal
Date :**

Annexure - III

SPECIAL TERMS AND CONDITIONS OF NIT (STC)

1. PRICE :

Prices on GEM portal are inclusive of all cost components i.e. GST, inspection and testing charges ,packing and forwarding charges, freight charges , transit insurance etc. Accordingly, the bidders must quote price in GeM portal on F.O.R., NALCO SMELTER PLANT,ANGUL BASIS inclusive of inspection and testing charges, packing and forwarding charges, Freight charges , GST, transit insurance etc.

Any deviation to above condition mentioned in the offer shall be ignored or the offer shall be rejected.

The bidder should mention the applicable HSN code and GST rate for GST amount INCLUDED in the quoted price

2. PRICE FIRMNESS :

All prices quoted must remain firm and fixed till complete execution of the contract except for statutory variation in taxes and duties during contractual delivery period. Any increase in taxes and duties after expiry of the contractual delivery period will be to Supplier's account.

3. GOODS AND SERVICES TAX (GST):

(A) The bidder will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the bidder shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.

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

4. PAYMENT TERMS:

4.1 100% payment against supply of each Lot shall be released electronically within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC).

4.2 Payment of GST is subject to reflection of the seller's invoice in GSTR 2A/Anx-2 [GST new return of NALCO].

5. Extension of Delivery Period and Liquidated Damages:

Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

- i. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer /Consignee.
- ii. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- iii. Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding **10% of the contract value of delayed quantity** without any controversy/dispute of any sort whatsoever.

iv. Force Majeure Conditions:

If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may wish with the concurrence of the Buyer elect to retain.

6. RISK & COST PURCHASE:

NALCO reserves the right to procure the material/equipment from alternate sources at the Risk & Cost of the supplier, giving 15 days' notice to Supplier, if the Supplier fails to execute the contract as per the terms and conditions of the Contract. This will be without prejudice to the rights of NALCO for any other action including termination of the contract.

7. **TERMINATION OF CONTRACT:** 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.

8. **ANTI –PROFITEERING CLAUSE (SEC 171 OF CGST ACT) (APPLICABLE FOR INDIAN BIDDERS):**

In 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 (as per Annexure-XII) along with the tender that they will abide by the requirements under CI 171 of CGST Act,2017

9. **ARBITRATION & JURISDICTION:**

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 Angul/Bhubaneswar (Odisha) only.

10. **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 attached as Annexure-XIV.**

11. **INCOME TAX CLAUSES**

(A) For supply Contracts / Purchase Orders / Supply portion of LSTK:

NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Crores during the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribes rate of 0.1% on the purchase value of any

goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year.

Accordingly, Vendors/Sellers are not to collect tax at source under section 206C (1H) of the Act w.e.f. 01.07.2021, in case provisions of section are applicable to them.

The above is as per the current statute and is subject to modification(s) based on amendments/notifications under Income Tax Act, 1961, from time to time.

(B) For Other Contracts / Orders:

Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.

UNDER INCOME TAX / BILLING CLAUSES:

Vendor / Party categorised/designated as "specified person" under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors/Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filing of ITR has expired, along with the Invoice/Bill so as to facilitate NALCO, verify the applicability of Section 206AB.

12. CRIMINAL PROCEEDINGS/ CASES:

12.1 The bidder or its Proprietor/ Partner(s)/ Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or attested by Notary Public. . Bidders should upload the scanned copy of the affidavit with their Online Part - I Bid. The original copy of the affidavit should be submitted in sealed envelope to the address as mentioned at Para – 2.0 of ' General Information to Bidders' .

12.2 The bidder has to furnish a declaration to the effect that they have not been banned or de-listed by any Government or Quasi Government agencies or PSUs of India. If they have been banned or de-listed by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. The declaration should be in the bidder's official letterhead duly signed by the authorised signatory with official seal. . Bidders should upload the scanned copy of the declaration with their On - line Part - I - Bid. The original copy of the declaration should be submitted in sealed envelope to the address as mentioned at Para – 2.0 of ' General Information to Bidders'.

12.3 Bidder should not be under liquidation, court receivership or similar proceeding. Bidder has to submit **certificate/ Undertaking** in this respect in his official letterhead duly signed by the authorised signatory with official seal. Bidders should upload the scanned copy of the declaration with their On- line Part - I Bid. The original copy of the declaration should be submitted in sealed envelope to the address as mentioned at Para – 2.0 of ' General Information to Bidders'.

13. SPECIAL NOTES:

- a) 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.
 - b) 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.
 - c) Drawings and samples if forwarded shall become property of the NALCO.
 - d) 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 information shall liable to be rejected.
-

- e) NALCO reserves the right to accept any tender or to reject any or all tenders/ extend the due date for submission of offers without assigning any reasons thereof.
- f) In case the tenderer has entered into Rate Contract with DGS&D/EPM, a copy of rate contract must be sent along with the tender.
- g) The material should be dispatched preferably through NALCO's authorized/approved transporters.
- h) The bidder has to comply with the Environmental, Social Accountability and Energy policy of NALCO.
- i) During evaluation of offers, NALCO may, at its discretion, ask the bidder for clarifications on the bid. The clarifications shall be sought by E-mail or in GeM portal and the bidder has to respond/comply within the specified date mentioned in the communication. In case of noncompliance, his bid will liable to be rejected and will not be considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification at the initiative of the bidder shall be entertained. So far as the submission of documents is concerned with regard to pre-qualification criteria(PQC), after submission of the offer, only related shortfall documents may be asked for and considered. For example, if the bidder has submitted a supply/ works order/contract document without its completion/performance certificate, the certificates can be asked for and considered. However, no new supply /works order/contract document shall be considered to qualify the bidder.

GEN. MANAGER (MATERIALS)

We agree to all the above 13 points of the 'SPECIAL TERMS & CONDITIONS OF NIT' of NALCO's NIT Ref. No: SMLT/MMP/404/1000059940.

DATE:

SIGNATURE OF THE BIDDER
WITH SEAL



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 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

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

Enhancing Energy Performance, comprehensively optimising Energy Use, Energy Consumption and Energy Efficiency, is a major imperative for an Energy Intensive industry like ours. In recognition of this, we will focus on continual improvement of all round Energy Performance with special focus on areas of significance by way of having in place Energy Objectives based on the enshrined Guiding Principles.

Guiding Principles:

- To endeavour for reduction in Specific Consumption of Energy in all forms in areas of significance.
- To ensure availability of correct information in time and to make available necessary resources for achieving the Objectives and Targets.
- To comply with all applicable legal and other statutory/ regulatory requirements related to our 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.

STATEMENT OF COMPLIANCE WITH GENERAL ENVIRONMENTAL REQUIREMENTS

To
DGM (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 _____

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?

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

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

- Do you provide appointment letter to your employees?

Yes/No

- Do you maintain a documented terms and conditions of employment?

Yes/No

- Do you maintain a disciplinary procedure?

Yes/No

- If no, how do you terminate your employee?

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

-
- How many shift you have? _____ shifts
 - What is the official working time? _____ hours
 - Which day is off day in your organization? _____
 - In case, a person works in off day or holiday, how is he/she compensated?
-
-
-

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

- Is there any apprentice period in your organization? Yes/No
 - If yes, what is the apprentice period in your organization? _____
 - Do you have any international certification Yes/No
 - If yes, please specify
-
-

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

-
-
- | | | |
|---|--|--------|
| ▪ | Have you taken care to look into issues related to child 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 sub-contractors/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

BANK GUARANTEE FOR EARNST MONEY DEPOSIT

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

B. G. No. _____

Date: _____

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called "The 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..... dt.....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 `(Rupeesonly) towards earnest money in lieu of cash.
 2. WEBank having its branch office atdo hereby 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 and 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 to or would be caused or suffered by the Company by reason of any breach by the said tenderers(s) of any of the 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 Company 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 ` (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 dependent or conditional on the Company proceeding against the tenderer.
 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 respect 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. WEBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization 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 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 Company under the tender.
-

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 Angul/Bhubaneswar (Bank Name),.....(Branch name and address
of the Branch), Odisha, Pin-751...
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 Consultant.

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

IFS Code:

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.

E-mail :

Note: -

- 1) BGs to be furnished from any of the approved banks of NALCO and processed through SFMS.
- 2) BG confirmation must be sent to our Banker through SFMS with the followings details.
 - BENEFICIARY : NATIONAL ALUMINIUM COMPANY LIMITED., SMELTER DIVISION
 - BANKER : STATE BANK OF INDIA (SBI)
 - BRANCH : KANDSAR (NALCONAGAR)
 - IFSC Code : SBIN0008279

LIST OF STANDARDISED BANKS FOR BG

Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar the issuing Bank must designate a specified Bank Branch in Bhubaneswar.

I-SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1	Bank of Baroda	7	Punjab & Sind Bank
2	Bank of India	8	Punjab National Bank
3	Bank of Maharashtra	9	State Bank of India
4	Canara Bank	10	UCO Bank
5	Central Bank of India	11	Union Bank of India
6	Indian Bank		

II SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

1	HDFC Bank Ltd.	10	The Karur Vysya Bank Ltd.
2	ICICI Bank Ltd.	11	The Karnataka Bank Ltd.
3	Axis Bank Ltd.	12	IDFC Bank
4	Kotak Mahindra Bank Ltd.	13	RBL Bank
5	YES Bank	14	The Lakshmi Vilas Bank Ltd.
6	IndusInd Bank Ltd.	15	Tamilnad Mercantile Bank Ltd.
7	The Federal Bank Ltd.	16	City Union Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.	17	IDBI Bank Ltd.
9	The South Indian Bank Ltd.		

PRE CONTRACT INTEGRITY PACT

General

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

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

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

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
 - 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
 - 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
 - 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
 - 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
-

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

5. Sanctions for Violations :

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

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (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 him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. **Facilitation of Investigation:**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. **Law and Place of Jurisdiction:**
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. **Other Legal Actions:**
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
10. **Validity:**
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD,NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation:

Company:

NALCO

Official Seal

Witness

1. _____

2. _____

Witness

1. _____

2. _____

PREFERENCE TO MAKE IN INDIA
ORDER NO. P-45021/2/2017-PP (BE-II) DT. 16.09.2020

- 1.0 For the purpose of this order dtd. 16.09.2020:-
- 1.1 Local content means the **amount of value added in India** which shall, unless otherwise prescribed by the nodal ministry, **be the total value of the item procured** (excluding net domestic indirect taxes) **minus the value of imported content in the item** (including all customs duties) **as a proportion of the total value, in percent.**
- 1.2 Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined at cl. 1.1 above.
- 1.3 Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content more than 20% but less than 50%, as defined at cl. 1.1 above.
- 1.4 Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than or equal to 20%, as defined at cl. 1.1 above.
- 2.0 **'Margin of purchase preference'** means the maximum extent to which the price quoted by a "Class-I Local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% against the tender.
- 3.0 Subject to the provisions of the above order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I Local supplier' in procurement undertaken by procurement entities in the manner specified here under:-
- 4.0 **CASE-I (FOR DIVISIBLE QUANTITY):** All the provisions of the order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference.
 However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned at cl __ of tender document shall take precedence over the purchase preference against the above mentioned order **(to be mentioned, if applicable).**
- 4.1 In the procurement of goods or works which are divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
 - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract of full quantity will be awarded to L1.
 - b) If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I Local supplier', within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and the contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I Local supplier', then such balance quantity may also be ordered on the L1 bidder.
- 4.2 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.
- 4.3 **CASE-II (FOR NON-DIVISIBLE QUANTITY):** All the provisions of the order No.P-45021/2/2017-PP (BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference.
- 4.4 In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
 - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - b) If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.
 - c) In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- 4.5 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.
- 5.0 **Verification of local content.**
- 5.1 The 'Class-I local supplier'/'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format given in the following format.**
- 5.2 In case of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier'/'Class II-local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 5.3 Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- 6.0 **Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.**
- 7.0 **However as per office order no. P-45021/102/2019-BE-II-Part(1), dated. 04/03/2021 of Ministry of Commerce and industry, the bidder can't claim themselves as class-I local supplier/class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value additions.**
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(Declaration by the bidder on their letter head)

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

Sub: Declaration of Local content
Ref. No.: Gol order No. P-45021/2017-PP (BE-II), Dated: 16/09/2020.

Dear Sir,
We, M/s. _____, the statutory auditor(or as the case may be) of M/s _____(the bidder)hereby certify that M/s _____(the bidder) having its registered office at _____(address) has quoted vide offer no _____, Dt _____ against NALCO's tender no _____, Dt _____ and the percentage of local content in the said bid is ____% .

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

Signature with Date and name of person representing the statutory auditor(or as the case may be) with seal of the audit firm.

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)

ANTI-PROFITEERING DECLARATON FORMAT

To whomsoever it may concern.

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: _____

To be signed by the authorized person under the firm's seal

GENERAL INFORMATION OF SUPPLIERS

(To be filled in by the Tenderer and submitted with Techno-Commercial bid)

NAME & COMPLETE ADDRESS
OF THE SUPPLIER : _____

NAME OF CONTACT PERSON : _____

TELEPHONE No. : _____

FAX NO. : _____

MOBILE No. : _____

E-MAIL ADDRESS : _____

LOCATION OF UNIT : _____

SIGNATURE _____

NAME _____

DESIGNATION _____

DATE:

BIDDER'S SEAL

FORMAT FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)**DETAILS TO BE FURNISHED BY NALCO**

1)	NIT ref. No.	SMLT/MMP/404/1000059940
2)	DATE	
3)	DESCRIPTION OF TENDER	SUPPLY OF 2000 MT OF PIG IRON
4)	EMD AMOUNT (IN RS)	Rs. 11,80,000/-
5)	SBI ACCOUNT NO	10657908114
6)	SBI BRANCH CODE	08279
7)	SBI IFSC CODE	SBIN0008279
8)	BRANCH NAME	KANDSAR
9)	BRANCH PLACE	NALCONAGAR
10)	BRANCH CITY	ANGUL

DETAILS TO BE FURNISHED BY BIDDER

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

Bidders submitting the EMD in INR should send the scanned copy of the duly filled in and signed Annexure – XIII along with the scanned copy of Transaction Slip/ receipt of the Bank on the same day of payment by e-mail to (gyanendra.jha@nalcoindia.co.in) with a copy marked to (ushna.mishra@nalcoindia.co.in).

The bidders should upload the scanned copy of the duly filled in and signed Annexure – XIII along with the scanned copy of Transaction Slip/ receipt of the Bank with their offer.

The original copy of the duly filled in and signed Annexure – XIII along with the Transaction Slip/ receipt should be submitted to the address mentioned at para 2.0 of “General Information to Bidders”.

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.

Date : _____

Place : _____

To be signed by the Authorized person under the Firm’s Seal

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RBI/ EFT/ INTERNET/ RTGS

To
National Aluminium Company Limited,

Dear Sir,

Sub: Authorization for release of payment due from NALCO, through 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 Vendor : _____
2. Address of the vendor : _____

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 updating of records for purpose of credit of amount through RBI EFT/ Internet/ RTGS.

Place: _____

Date: _____

Signature of the vendor/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)