

SUB: GLOBAL OPEN TENDER FOR PROCUREMENT OF LOW BULK DENSITY ALUMINIUM FLUORIDE FOR SMELTER PLANT, ANGUL

Dear Sir,

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

1. Tender Notice No. NBC/MM/GTN/LBD/ALF₃/2024/01
2. Bidder's Qualification Criteria – BQC (Annexure-A)
3. Technical Specification for Low Bulk Density (Annexure –B)
4. Testing & Sampling Method (Annexure-C)
5. Instructions to Bidders (Annexure-D)
6. Special Conditions of Contract (SCC) – Techno-commercial Terms & Conditions (Annexure –E)
7. General Conditions of Contract (GCC) Governing Indigenous Purchase (Annexure –F)
8. General Conditions of Contract (GCC) Governing Import (Annexure-G)
9. Unpriced Bid Proforma for Indigenous Offer (Annexure-H)
10. Unpriced Bid Proforma for Overseas Offer (Annexure-I)
11. Proforma for Price Evaluation for Indigenous Vendors (Annexure-J)
12. Proforma for Price Evaluation for Overseas Vendors (Annexure-K)
13. Proforma for SA-8000 (Annexure-L)
14. Proforma for Bank Guarantee for EMD (Annexure-M(I)) and Guidelines & format for submission of EMD online (Annexure-(M-II))
15. Proforma for Bank Guarantee for Contract Cum Performance Bank Guarantee (Annexure – N)
16. Proforma for Integrity Pact(Annexure-O)
17. Proforma for engagement of Agent (Annexure-P)
18. Mandate for electronic payment through Internet Banking (Annexure-Q)

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

Thanking you,

**Yours faithfully,
For NATIONAL ALUMINIUM COMPANY LIMITED**

Signature :

Name : B. D. Mohanty

Designation : EXECUTIVE DIRECTOR (MATERIALS)

TENDER NOTICE NO. NBC/MM/GTN/LBD/ALF₃/2024/01

Last date & time for receipt of the tender (both priced & unpriced) - 26/03/2024 up to 13.00 hrs.

Date & time for opening of the tender (unpriced only) * - 27/03/2024 at 15.00 hrs.

* (Authorised representative of firms who have submitted valid tenders will be permitted to attend tender opening).

Dear Sir,

We are in the market for procurement of **4,100 - 5,400 MT +/- 5%** of Aluminium Fluoride for our Smelter Plant, Angul, Orissa, (India). Online tenders are invited both from overseas manufacturer/supplier as well as indigenous manufacturers/ suppliers. No entity can be allowed to function as agent on behalf of two principals against any particular tender. However, a supplier (Other than manufacturer), can offer supplies from more than one manufacturer. Supplier should indicate the name of the each manufacturer whose product is being offered and letter from each manufacturer confirming allocation of quantity for the above tender should accompany the offer. Offers not accompanied by above details are liable for rejection. **NALCO intend that there will be no negotiation with L-1 except under circumstances as per extant CVC circulars. Bidders are to take note of the above and accordingly quote their best price.** However Buyer reserves right to procure part/full quantity from indigenous or/and overseas source.

The tender is invited with following terms & conditions.

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

The bids are to be submitted online before the bid due date and time (i.e. 13:00 hrs 26/03/2024) through Central Public Procurement Portal, by logging into website www.eprocure.gov.in. For online submission of bids, the bidder should have a valid Class - II / III Digital signature certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify/n-code/eMudhra etc.). Bidders are required to get enroll on the E-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person. If you have already registered, you may access the CPP portal using your allotted user-id and password.

In case of any difficulty in submission of online bid through Central Public Procurement Portal (i.e. CPP Portal), the bidders are requested to contact the following persons:

(i)	Help Desk CPP Portal Contact	Tel. : 0120-4200462, 0120-4001002 : 0120-4001005
	FMS CPP Portal	E-mail : cphp_fms_corp@nalcoindia.co.in
(ii)	Mr. Pavan Babar AGM (Matls.)	E-mail: pavan.babar@nalcoindia.co.in Mob. +91 94370 26420
(iii)	Mr. B. D. Mohanty Executive Director (Matls.)	E-mail : bibhu.mohanty@nalcoindia.co.in Landline : 0674 2301 235

Bidders are advised to contact the person mentioned in NIT for detailed procedure to submit bid online in CPP portal well before the due date of submission of offer.

(B) Additionally the Bidders are required to submit hard copy of their bids in sealed cover separately (Refer instructions as per Cl. No. 8.3 & 8.4 of Annexure-D) within the due date and time, besides online bids submitted through CPP portal.

(C)

- i. Please note that only online bids will be considered for evaluation of offers.
- ii. However, the hard copy of the bids submitted will be considered for opening under following circumstances;
 - (a) In case of technical difficulty at Central Public Procurement Portal for which online offer could not be submitted.
 - (b) In case of technical difficulty at Central Public Procurement Portal for which online bids could not be opened.
- iii. For considering of opening of hard copy offer, under situation at (a) above, bidder has to give request letter to consider the hard copy offer mentioning the difficulties faced in submitting the online offer along with document if any, under intimation to CPPP help desk (cphp_fms_corp@nalcoindia.co.in, pavan.babar@nalcoindia.co.in, bibhu.mohanty@nalcoindia.co.in).
- iv. For consideration of hard copy offer for opening under situation (b) above, the bidders are requested to give separately a declaration that the hard copy offer submitted is identical to online offer submitted by them in CPP portal.
- v. In case of overseas bidders, who do not possess Indian Digital Signature Certificate (DSC), the hard copy of offer submitted within the bid due date and time may be opened. However, a request letter from the bidder considering their offline offer mentioning the difficulties faced in submitting the offer online (if any), may be submitted within the bid due date & time of submission of offer.

Sealed Bids must be submitted at our Corporate Office, Bhubaneswar within due date & time. NALCO shall not take any responsibility for postal delay and/or misplacement.

(D) IMPORTANT POINTS for submission of Bids:

- (i) In order to be able **to participate in our online tender**, vendor need to register themselves using the link "Online Bidder Enrollment" on the home page of CPP portal (URL : <https://eprocure.gov.in/eprocure/app>) and enroll their valid digital certificate.

For the said purpose, vendors are advised to read the instruction available in the homepage of the CPP portal (URL: <https://eprocure.gov.in/eprocure/app>) under various links such as, 'Help for Contractor', 'Information about DSC', 'FAQ', 'Resources required', 'Bidders Manual Kit' etc. to facilitate vendor to participate in the bidding process without any trouble. Vendors are also advised to download and utilize the available information / documents under these links for activities like Registration/ Enrollment in CPPP, obtaining User ID & Password, Uploading & submission of e-bids/ online bids etc.

- (ii) MSE bidders are requested to register under the Udyam Registration Portal(<https://udyamregistration.gov.in>) as per the notification no. 2/1(15)/2019-P&G/Policy (pt. IV) dated 06.08.2020 issued by Ministry of MSME and submit "Udyam Registration No." along with technical bid, failing which such bidders will not be considered as MSE bidder.
- (iii) The bid submitted should be un-ambiguous and complete information should be furnished in the tender. No correspondence, whatsoever until & unless called for by the buyer, shall be entertained after due date and time of receipt of tender and any uncalled for communication received later from the tenderer/agents will be ignored.
- (iv) Nalco shall not take any responsibility for delay in submission of tender. Offers incomplete in any respect, are liable for rejection.
- (v) Bidders are not allowed to take any deviation to the specifications and terms and conditions of NIT or make any unsolicited/qualifying remark/conditions in the offer. In the event of any deviation to the specifications and terms and conditions or any unsolicited remark/conditions in the tender, the tender shall be liable for rejection. Similarly, in case any qualifying remarks/conditions(s) is/are found in the price bid which were not there in the "price blank" format, the price bid would stand out rightly rejected, though opened & irrespective of its pricing status. No correspondence in this regard will be entertained.

- (vi) However Buyer reserves right to procure part/full quantity either from indigenous or/and overseas source. Supplier should indicate the name of the manufacturer(s) whose product is being offered. However, it would be the sole responsibility of bidder to fulfil the contract, if awarded. Offers not accompanied by above details are liable for rejection.
- (E) **Clarification Request from Bidders:** A bidder may seek clarification, well in advance the due date & time of tender opening, regarding the bidding document provisions, bidding process and /or rejection of his bid. NALCO shall respond to such queries within a reasonable time.
- (F) **REGISTRATION, SEARCHING FOR TENDER DOCUMENTS, PREPARATION OF BIDS & SUBMISSION OF BIDS AT CPP PORTAL.**
- The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
- (i) REGISTRATION**
- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **"Online bidder Enrollment"** on the CPP Portal which is free of charge.
 - 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
 - 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II/ III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
 - 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - 6) Bidder then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.

(ii) SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

(iii) PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My*

Documents space, this does not automatically ensure these Documents being part of Technical Bid.

(iv) SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 4) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 6) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission

message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

(v) ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Thanking you,

**Yours faithfully,
For NATIONAL ALUMINIUM COMPANY LIMITED**

Signature :

Name : B. D. Mohanty

Designation : EXECUTIVE DIRECTOR (MATERIALS)

Bidder's Qualification Criteria (BQC)**Bidder's Qualification Criteria:**

- (i) Bidders must have production and supply experience of Aluminium Fluoride in any one of the financial years 2021-2022 & 2022-2023. For organization where accounting is done on calendar year basis, they must have annual production and supply experience of Aluminium Fluoride in any one of the calendar year 2021 & 2022.

Bidders must submit the production and supply experience of Aluminium Fluoride for the aforesaid two years, duly certified by Chartered Accountant/ Chartered Engineer or supporting documentary evidence i.e. Invoice copies or B/L matching with declared quantity. However, bidder (other than manufacturer) to furnish only supply experience of AlF₃.

- (ii) Average annual standalone financial turnover of the bidder during the last three years ending 31st March i.e. April 2020 – March 2021, April 2021-March'2022 & April'2022 – March'2023, should be at least Rs. 5.93 crores.

For organizations, where accounting is done on calendar year basis, the average annual standalone financial turnover for last three calendar years i.e. 2020, 2021 & 2022, should be at least Rs. 5.93 crores.

However, the above condition of prior experience and turn over with respect to Bidder's Qualifying Criteria shall not be applicable to all Start-ups recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India subject to their meeting of quality and technical specifications.

- (iii) Net worth of the bidder during the last financial/ calendar year (Applicable as per the accounting procedure) shall be positive as per audited balance sheet.
- (iv) Bidders, other than manufacturer, are to indicate the name of the manufacturer whose product is being offered and letter from manufacturer confirming allocation of quantity for the above tender should accompany the offer. Offers not accompanied by above details are liable for rejection.
- (v) **A bidder (Manufacturer) or a bidder (Other than manufacturer) offering material from a manufacturer from whom material (LBD AIF3) has not been supplied and accepted by NALCO**, are required to submit 2 kg sample duly labelled identifying the manufacturer and manufacturer's analysis certificate along with the tender otherwise their offer will be liable for rejection.

The sample should meet the NIT specifications as per Annexure-I and should be handed over to NALCO along with the tender for analyzing and testing at Nalco's smelter plant laboratory, otherwise their offers will be liable for rejection. The sample will be tested at NALCO's Smelter Plant Laboratory and the findings of lab report will be final & binding. If the sample does not meet NALCO's specification, the offer will be rejected.

Alternatively such bidders, are required to submit test certificate from GoI/NABL/BIS approved laboratory or reputed international third party agencies like Lloyds / SGS/ Moody International/AlmiConseil/Shin Nihon Kentei Kyokai, conforming the specification of offered ALF3, along with the tender otherwise their offer will be liable for rejection. If the results of test certificate does not meet NALCO's specification, the offer will be rejected.

- (vi) Bidders who have offered minimum 540 MT will be considered for placement of order. **However, the offer for supply from a bidder (Manufacturer) or a bidder (Other than manufacturer) offering material from a manufacturer from whom material (LBD AIF3) has not been supplied and accepted by NALCO,** shall be for minimum quantity of 200 MT and such offer will be considered for placement of order for a maximum quantity of 250 MT.
- (vii) Suppliers, who failed to execute the pending order with NALCO and their CPBG for the order have been encashed by NALCO, shall not be considered against the present tender. Suppliers, who have not settled Nalco's claim against Risk & Cost procurement and/who are banned and / suspended for business by Nalco as on the date of techno-commercial bid opening will also not be considered against the present tender. Allied firms of above suppliers will also not be considered against the present tender.
- (viii) Suppliers, having pending order with NALCO as per delivery schedule, will be required to execute the undelivered quantity completely within the P.O. delivery date before commencing supply against new order in the current tender. A specific confirmation to this effect must be given by the bidder in the techno-commercial bid, failing which the offer of the bidder will not be considered.

Note: -

- (1) 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.

ANNEXURE-B

MATERIAL: ALUMINIUM FLUORIDE			TYPE : LOW DENSITY	
S.No	PARAMETERS	UNIT	SPECIFICATION	METHOD USED
1	Purity (AlF_3)	%	95.0 min	Chemical Method
2	Silica (SiO_2)	%	0.20 max	XRF/ Chemical Methods
3	PHOSPHOROUS OXIDE (P_2O_5)	%	0.02 max	XRF/ Chemical Methods
4	IRON OXIDE (Fe_2O_3)	%	0.05 max	XRF/ Chemical Methods
5	SULPHUR TRI OXIDE (SO_3)	%	0.5 max	XRF/ Chemical Methods
6	SODIUM OXIDE (Na_2O)	%	0.67 max	XRF/ Chemical Methods
7	LOSS ON IGNITION (LOI) AT 300 Degree C	%	1.00 max	Weight difference after ignition
8	Free Al_2O_3	%	9.0 max	Calculation
9	BULK DENSITY	gm/cc	0.75 min.	Weight /Volume of material poured into a cylinder
10	SIEVE ANALYSIS			
	+ 20 MESH	%	Nil	Standard sieve
	- 325 MESH	%	10% max	Standard sieve
NOTE: (i) The above specifications figures/ranges are supposed to be for the Aluminium Fluoride as analyzed and found at our site laboratory at Angul (to be verified within 30 days of receipt). Hence, while quoting, all allowances including apparatus, reagents etc. if any, must be taken into consideration.				

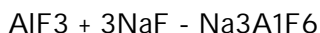
METHOD OF TESTING & SAMPLING**DETERMINATION OF CONTENT IN AlF_3** **1.0 SCOPE & APPLICATION :**

This method is used to determine the purity of Aluminium fluoride.

2.0 PRINCIPLE :

2.1 Sample is mixed with exc. NaF & sintered at 800 degC to yield Cryolite.

2.2 The Exc.NaF is then determined by titration with 0.05N Th(NO₃)₄ solution. From the amount of NaF used for the yield of cryolite the AlF_3 content is calculated .

**3.0 REAGENTS :**

3.1 Sodium Fluoride.

3.2 Alizarin 'S' indicator solution 0.05 % aqueous solution.

3.3 0.1N HCl- Measure 8.6 cc of 11.7 N HCl & make up to 1000 cc with distilled water.

3.4 0.05N Thorium Nitrite solution- Dissolve 6.91 gm of the (NO₃)₄. 4H₂O or 7.35 gm of Th(NO₃)₄. 6H₂O in distilled water and make up to 1 litre in a volumetric flask.

3.5 2000 mg/litre NaF solution :- Weigh accurately 2.0000gm of NaF (dried at 110 degC for 1 hour) and transfer it to a 2000 ml volumetric flask. Mix it completely.

3.6 Buffer solution- Dissolve 94.5 gm of monochloroacetic acid in about 800 mls of distilled water. Add 20 gm of NaOH and make upto 1 litre .

4. APPARATUS :

4.1 Platinum Dish 60ml capacity.

4.2 Agate Mortar & Pestle 200ml capacity.

4.3 Desiccator.

4.4 Conical flask 250cc.

4.5 Burettes, Beakers (400ml).

4.6 Whatman 40 filter paper.

4.7 Muffle furnace.

4.8 Hot plate.

4.9 Analytical Balance.

SAMPLING:

5.0 As soon as the sample is received in packets mix them thoroughly & take out around 100 gm sample & store in a air tight Plastic container.

6.0 PROCEDURE:

- 6.1. Take 5 gm of AlF_3 sample in a platinum dish and keep it in a muffle furnace controlled at 100 ± 05 degC.
- 6.2. Dry the sample at 110 degC for one hour.
- 6.3. Take 10gm of NaF in a platinum dish and heat in a muffle furnace at 600degC for one hour.
- 6.4. Mix 2 gm of dried AlF_3 and 3.1 gm of dried NaF on a piece of clean paper . Note the weights.
- 6.5. Transfer the content to an agate mortar and grind them together for 5 - 10 minutes to ensure complete mixing of the two.
- 6.6. Transfer back the contents into the platinum crucible, taking care not to loose any amount of mixture.
- 6.7. Place the crucible inside a muffle furnace controlled at 800 degC & fuse for 20 minutes.
- 6.8. Remove the crucible and cool to room temp. in a desicator.
- 6.9. Transfer the mass to a mortar to a beaker along with amount of hot water can also be used for grinding.
- 6.10. Transfer the contents of the mortar to a beaker along with washing of Pt. crucible and mortar using hot distilled water.
- 6.11. Make up the solution to 150 ml (approx) with hot water.
- 6.12. Boil the solution slowly for 5 to 10 minutes on a hot plate.
- 6.13. Allow the solution to come down to room temperature.
- 6.14. Transfer the solution to 250 cc volumetric flask & make up the volume. Filter through 40 whatman filter paper .

7.0 ANALYSIS :

- 7.1. From the above solution take an aliquot of 20cc in a conical flask.
(This amount depends on the type of AlF_3 analysed.)
 - If % AlF_3 is 97 % and above an aliquot of 25cc is taken & if % AlF_3 is 90-92% an aliquot of 20cc is collected.)
 - By adding distilled water make the solution to 75 cc in a 500 cc conical flask.
 - Add 5 drops of Alizarin S indicator solution.
 - Add 0.1N HCl drop wise till the solution becomes acidic (indicated by appearance of yellow colour).
 - Add 1cc of buffer solution.
 - Titrate the solution against the $(\text{NO}_3)_4$ solution to a permanent pink colouration . The intensity of the colour should be same as that of the Colouration obtained in the std. Sodium fluoride titration. It is advisable that one person should carry out both the titrations i.e. the standard sodium fluoride solution and the sample solution with thorium nitrate in order to ascertain the exact colour intensity of the end point of titration.

STANDARDISATION OF TH(NO₃)₄ SOLUTION :

- 1.0 Pipette out exactly 10cc of the 2000 mg/lit sodium fluoride solution into a 500cc conical flask.
- 2.0 Adjust the volume to 75cc by adding distilled water.
- 3.0 Add 5 drops of indicator.
- 4.0 Add 0.1N HCl dropwise till the solution becomes acidic (indicated by the appearance of the yellow colour).
- 5.0 Add 1cc of the buffer solution.
- 6.0 Titrate against the Th(NO₃)₄ solution to a permanent pink colour. Note the burette reading. Say x cc.

CALCULATION:

10CC of the 2000 mg/lit Sodium fluoride solution consumed x cc of Th (No₃)₄ solution.

So 1 cc of the Th(NO₃)₄ solution = $\frac{20 \text{ mgs}}{X}$ of NaF

(10 cc of NaF solution = 20 mgs of NaF)

Let Y cc consumed in the sample titration .

$$\% \text{ AlF}_3 = \frac{3100 \text{ mgms} - \left(\frac{Y \times 20}{X} \times 12.5 \right)}{\text{Sample weight}} \times 100$$

If 25cc of sample solution is taken for titration then

$$\% \text{ AlF}_3 = \frac{3100 \text{ mgms} - \left(\frac{Y \times 20 \times 10}{X} \right)}{\text{Sample weight}} \times 100$$

1.0 PURPOSE OF THE TEST

The automatic operations of the electrolytic cells require the flow ability of aluminium fluoride in the feed hoppers to be tested.

The proposed test will detect the products that are unsuitable for use in a PECHINEY type automated system.

2.0 APPARATUS

As in attachment

- Double stainless steel funnel and stand.
- Double stainless steel spout with calibrated 10 mm diameter.
- Recipient.
- Stop watch.
- Balance with 1g accuracy.

3.0 PROCEDURE

Weigh, to the nearest 1g, 1000 g of aluminium fluoride in a recipient of suitable size. Pour the test sample into the funnel in one go and simultaneously start the stop watch. Stop the watch when the powder stops coming out of the calibrated diameter spout.

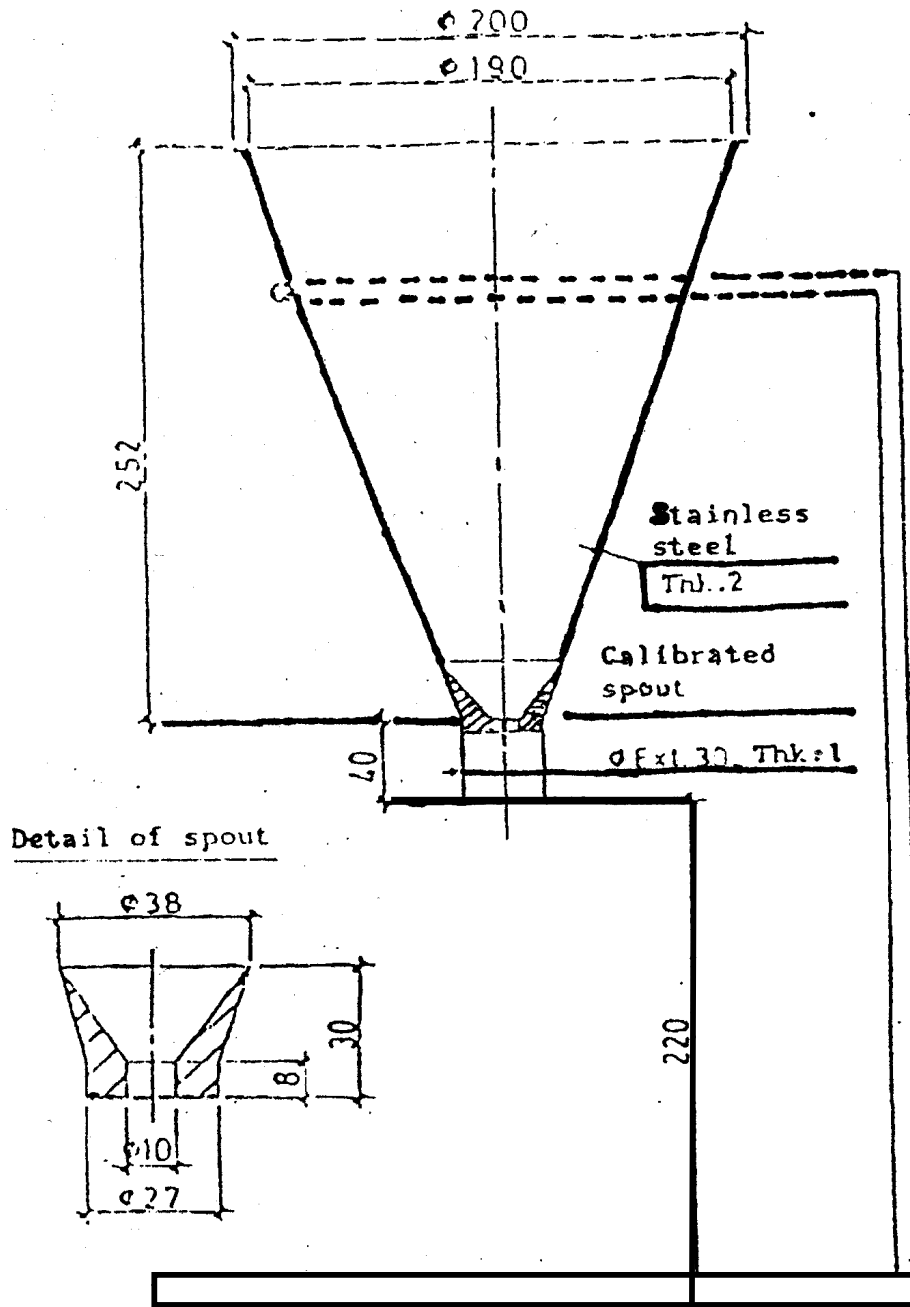
4.0 EXPRESSION OF RESULTS

If the funnel is absolutely empty after the powder flow, the time (t) measured with the stopwatch is the result. Record "flow time = t".

If aluminium fluoride remains on the funnel walls, write "flow incomplete".

If the flow stops before the end and the calibrated orifice stays clogged without the operator intervening, write "flow impossible".

MATERIAL FOR MOLARHITY TEST



ALUMINIUM FLUORIDE & CRYOLITE MATERIALS

DETERMINATION OF SULPHATE CONTENT

1.0 SCOPE AND APPLICATION :

This is a gravimetric method for the determination of sulphate in AlF_3 and Cryolite materials as % SO_3 .

1.1. PRINCIPLE:

Conc. perchloric acid when added to sample converts sulphur to SO_3 and evolves SO_2 & fluoride as HF .

1.2. Mass is dissolved & filtered to remove insoluble.

1.3. BaCl_2 is added to precipitate the sulphate as BaSO_4 .

$\text{BaCl}_2 + \text{H}_2\text{SO}_4 \rightarrow \text{BaSO}_4 + 2 \text{HCl}$.

ppt. if filtered, washed & ignited.

2.0 REAGENTS:

During analysis use only reagents of analytical grade and distilled water.

Perchloric Acid conc.

Hydrochloric Acid conc.

Barium Chloride 100 gm/lit.

Silver Nitrate, 50 gm/lit.

Sodium Hydroxide - 300 gm/lit.

3.0 APPARATUS:

Hot plate.

Analytical Balance.

Beaker.

Whatman No.40 filter paper.

Filter funnel.

Watch glass.

Platinum crucible.

Muffle furnace (900 degC).

4.0 Desiccator.

5.0 SAMPLE PREPARATION:

5.1. Cryolite is ground for 30 seconds in a swing mill.

5.2. Crust bath can be ground using a swing mill or a ball mill.

6.0 PROCEDURE:

Weigh 1 gm of sample into a 400 ml beaker containing a few mls of water. Then add 20 mls of perchloric acid. Bring to boil and heat to near dryness. Cool, wash the

sides of the beaker with 20 mls of perchloric acid and boil again to white fumes. This process should be carried under a fume cup board.

Cool and dissolve the perchloric salts in 100 ml of warm distilled water. Filter the insoluble matter through a slow filter paper and wash the paper with hot water. Add two drops of methyl red indicator.

Neutralise the filtrate using NaOH solution. Then add 10 ml of HCl. Make up to approx 200ml with water.

Boil and add drop by drop 10mls of Barium chloride solution simmer on a low heat hot plate for one hour. Remove from the hot plate and leave over night until deposit of BaSO₄ is complete.

Filter solution through a slow filter paper (No.42). Wash the pipette with hot water until no more chlorides are present. Test filtrate with silver nitrate. (If white precipitate formed continue the washing till clear solution is obtained.

Dry the filter and precipitate, then calcine at 800 degC in a tared platinum crucible for one hour.

Remove and cool in a desiccator and weigh.

CALCULATION :

$$\%S03 = (W2 - W1) \times 34.3$$

W1 = weight of platinum crucible.

W2 = weight of platinum crucible + BaSo₄.

THEORY:

Sulphate is a bath impurity & should be kept minimum.

SAFETY PRECAUTIONS:

Safety glasses and safety gloves should be worn at all time during the analysis.

Precipitate should be allowed to develop by giving sufficient time.

DETERMINATION OF LOI in AlF₃ and CRYOLITE

1.0 SCOPE & APPLICATION :

This is a method for determination of LOI of Cryolite and Aluminium Fluoride.

2.0 APPARATUS :

- 2.1. Platinum crucibles with lids.
- 2.2. Muffle furnace controlled.
- 2.3. Desiccator, Analytical Balance.

3.0 PROCEDURE:

- 3.1. Weigh a platinum crucible with lid. Let this weight be X₁.
- 3.2. Weigh 2 gms of sample into the crucible. Let the weight of sample be X₂.
- 3.3. Transfer the crucible to a muffle furnace at 300 + 10 deg C and leave for 1 hour, 1 hour for AlF₃ and at 550 + 10 Deg C and leave for 1/2 hour for Cryolite. Remove, allow to cool and reweigh.

Let the weight of crucible + sample after ignition be X₃.

4.0 CALCULATION:

$$\% \text{ LOI} = \frac{(x_1 + x_2) - (x_3)}{x_2} \times 100$$

DETERMINATION OF IRON CONTENT IN ALUMINA/ALF₃

1.0 SCOPE & APPLICATION:

This is a colorimetric method for the determination of Iron content of Alumina. This method is applicable to analysis of Aluminium fluoride and cryolitic material.

2.0 PRINCIPLE:

Sample is fused at 1000 degC & a coloured complex solution is developed for iron, and the intensity is measured using UV/Visible spectrophotometer.

3.0 REAGENTS:

Use reagents of analytical grade & distilled water during analysis.

3.1. Sodium carbonate, anhydrous.

3.2. Boric acid.

3.3. Hydroxylamine Hydrochloride, 100 gm/lit. dissolve 100 gm Hydroxylamine Hydrochloride in 800 ml of water. Transfer quantitatively to a 1000 ml volumetric flask, make upto mark and mix.

3.4. 1- 10 Phenanthroline - 1 gm /lit.

Dissolve 0.5 gm, 1 - 10 Phenanthroline in 400 cc of water. Transfer quantitatively to a 500 ml volumetric flask, make up to mark and mix.

3.5. Acetate buffer solution.

Dissolve 280 gm sodium acetate trihydrate in 500 ml water in a 1000 ml volumetric flask. Add 120 ml glacial acetic acid and dilute to volume with water. Mix thoroughly.

3.6. Standard Iron solution 10 ppm.

Transfer 10 cc of the iron stock solution (1000 ppm) to a 100 ml volumetric flask, make up to volume, shake well. From this take 10 cc of solution to another 100 ml volumetric flask, make upto volume & homogenise.

4.0 APPARATUS:

4.1. Platinum crucible with lid.

4.2. Drying oven, 300 degC.

4.3. Muffle furnace.

4.4. Beakers.

4.5. Volumetric flasks.

4.6. Analytical Balance.

4.7. Pipettes.

4.8. UV/Visible spectrophotometer.

4.9. 10 mm cells.

4.10. Hot plate.

5.0 SAMPLE PREPARATION :

Follows the same procedure as given in silicon analysis.

6.0 PROCEDURE :

Upto preparation of standard solution follows the same steps as mentioned in the silicon determination procedure.

- 6.1. Complex formation & measurement:
- 6.2. Take 10cc aliquots of the principal solution, blank solution in beakers. Also take the beakers containing standard iron solutions.
- 6.3. To all the beakers add 5ml Hydroxylamine hydrochloride, 5ml 0.1, 10-Phenanthroline & 15 cc buffer.
- 6.4. Transfer the solution to volumetric flasks with proper care. Rinse with water.
- 6.5. Make up the flasks to 100 cc.
- 6.6. Allow the solutions to stand at least 10 minutes at room temp. and then measure the absorbance of the test solutions against the blank at 510 nm wave length.
- 6.7. As done in silicon analysis a calibration graph is plotted for iron absorbance vs conc. & the iron content of unknown solution is interpreted . Let this be x.

CALCULATION :

$$\begin{aligned} \% \text{ Fe} &= \frac{x}{10000} \times \frac{100}{1} \times \frac{100}{10} \\ \% \text{ Fe}_{2\text{O}_3} &= \% \text{ Fe} \times 1.43 \end{aligned}$$

THEORY:

Along with silicon, iron affects the purity of metal thus reducing its conductive properties.

SAFETY PRECAUTIONS:

Safety glasses & safety gloves should be worn when handling reagents.

DETERMINATION OF BULK DENSITY $\text{Al}_2\text{O}_3/\text{AlF}_3$

1.0 SCOPE AND APPLICATION :

This is a conventional method for any granular material for determination of apparent density.

2.0 PRINCIPLE:

Density is determined by dividing the mass of the known volume of Alumina, collected after allowing it to fall freely through a fixed distance into a stationary container, avoiding vibration, by the volume of the container.

3.0 SAMPLING:

Sample is mixed thoroughly in a sample homogenisation apparatus.

4.0 APPARATUS:

- 4.1. Same apparatus as used in angle of repose test is used.
- 4.2. 50 degc polyethylene graduated cylinder with top cut off at 50 cubic cm volume mark.
- 4.3. Analytical Balance.
- 4.4. Measuring scale.
- 4.5. Sample homogenisation apparatus.

5.0 PROCEDURE:

- 5.1. Take the weight of 50 cc cylinder (W_0)
- 5.2. Fill the cylinder with distilled water & take the weight (W_1).
- 5.3. Dry the cylinder.
- 5.4. Place the cylinder below the centre of the funnel.
- 5.5. Set the distance between the top of cylinder and lower edge of the funnel at 27mm.
- 5.6. Feed the Alumina from about 40mm above the funnel at 20-60g/min.
- 5.7. Continue till the Alumina has just formed a cone above the top level of the cylinder and starts slipping over.
- 5.8. Immediately remove the cone of surplus Alumina by gently drawing a straight edge across the top rim of the cylinder.
- 5.9. Weigh and record the weight of the cylinder with Alumina (W_2).

6.0 CALCULATIONS:

Let V = Volume of cylinder (at 20 degc)

$$W_1 - W_0$$

$$V = \frac{\quad}{0.9982} \text{ cm}^3$$

Let D = Bulk density

$$D = \frac{W_2 - W_0}{V} \text{ g/cc}$$

The bulk density is reported to two decimal places.

7.0 THEORY:

- 7.1. This test gives an indication of the handling properties and consistency of Alumina.
- 7.2. From the apparent density weight of Alumina added to the pots can be known.
- 7.3. As Alumina is pneumatically conveyed the consistency is very important.
- 7.4. NALCO Alumina should have a bulk density between 0.85 - 1.05 gm/cc.

8.0 SAFETY PRECAUTIONS :

Safety glasses should be worn while doing the test as the dust may affect the eyes.

DETERMINATION OF SILICON CONTENT IN ALUMINA/AIF₃

1.0 SCOPE & APPLICATION :

This is a colorimetric method for the determination of the silicon content of Alumina, aluminium fluoride and cryolite material.

2.0 PRINCIPLE:

Sample is fused at 1000 degC & a coloured complex solution is made for silicon which is analysed using UV/Visible spectrophotometer.

3.0 REAGENTS:

Reagents should be of analytical grade and use only distilled water during analysis.

- 3.1. Sodium carbonate, anhydrous.
- 3.2. Boric acid.
- 3.3. Nitric Acid HNO₃ 8N - Mix 507 CC of conc. HNO₃ with 493 cc of distilled water.
- 3.4. Sodium molybdate 19.5 % - Dissolve 19.5gm of Na. molybdate in 100CC of distilled water.
- 3.5. Tartaric Acid 10 % - Dissolve 10 gm of tartaric acid in 100 CC of water.
- 3.6. Ascorbic acid 2 % - Dissolve 2 gm of ascorbic acid in 100 CC of distilled water. (Prepare fresh always.)
- 3.7. Sulphuric acid H₂SO₄ 16N to 434 cc of conc. H₂SO₄ add 566 cc of distilled water. Cool.
- 3.8. Standard silicon solution 100 ppm - Using a pipette transfer 10cc of the stock silicon solution (1000 ppm) to a 100 ml volumetric flask. Make up to volume.

4.0 APPARATUS:

- 4.1. Platinum crucibles with lids.
- 4.2. Drying oven controlled at 300 degC.
- 4.3. Muffle furnace.
- 4.4. Magnetic stirrer - hot plate and magnetic bar.
- 4.5. Analytical balance.
- 4.6. Polyethylene filter funnels.
- 4.7. Polyethylene beakers.
- 4.8. Polyethylene volumetric flask, 100 ml capacity.
- 4.9. Pipettes.
- 4.10. UV/Visible Spectrophotometer.
- 4.11. Fommicells.
- 4.12. pH meter.
- 4.13. Hot plate.

5.0 SAMPLE PREPARATION :

For a weekly composite sample, empty all the three samples received during the week over a tray. Homogenise. By coning and quartering collect approximately 200 - 250 gms of sample & store in an air tight plastic container.

6.0 PROCEDURE:

- 6.1. Weigh 1 gm of Alumina together with 3 gm of Na_2CO_3 & 1 gm of Boric acid.
- 6.2. Mix intimately on a clean sheet of paper and transfer to a scrupulously clean platinum crucibles.
- 6.3. Place the crucible and contents in the muffle furnace controlled at 600 ± 10 degC. Condition at this temp. for at least 30 minutes.
- 6.4. Gradually increase the temp. to 1000 degC and fuse for at least 30 minutes. The critical temp. is between 800 - 900 degC. Heat slowly at this temp.
- 6.5. Remove the crucibles individually, swirl the melt and allow to crystallize in a thin layer on the crucible. If the liquid is not clear, the fusion is not complete.
- 6.6. After the crucibles have cooled, add hot water & transfer to a beaker. Boil till the solution becomes clear.
- 6.7. Add 15cc HNO_3 for complete dissolution.
- 6.8. Concentrate the solution to 80 ml by heating on the hot plate. Allow to cool and transfer to a 100 ml volumetric flask. Make up to volume and homogenise . This is the principal solution.

7.0 Preparation of Blank Solution :

Weigh 1 gm of Boric acid and 3gm of sodium carbonate into a platinum crucible. Mix intimately add follow the above procedure of fusion till a clear solution is obtained (step 3 to 8) & make up to volume in a 100 ml flask.

8.0 Preparation of Standard Solution :

From the 100 ppm standard silicon solution transfer 10 ml to a 100 ml volumetric flask & make up to volume with distilled water. This becomes 10 ppm solution. From the 10 ppm solution take 1 cc, 2cc, 3cc & 4cc solution in four numbers.

9.0 Complex formation & Beakers measurement :

- 9.1. Pipette out 10cc aliquot of the principal solutions & blank into 2 plastic beakers. Also take the beakers containing standard solutions. The all the 6 beakers add 5cc solution molybdate solution.
- 9.2. Using a pH meter adjust the pH to 0.85 - 0.90 by adding dilute HNO_3 dropwise.
- 9.3. Add 5cc Tartaric acid.
- 9.4. Transfer the contents of beaker to 100 cc volumetric flask.
- 9.5. Add 11cc H_2SO_4 . Cool the solution to room temp. (20 - 25deg C).
- 9.6. Add of pcc ascorbic acid solution to each flask (This should be freshly prepared) and make up to volume.

- 9.7. Wait for 10 minutes for blue colour to develop completely.
- 9.8. Within 15 minutes measure the blank, standard and unknown samples in the spectrophotometer at 815 nm.
- 9.9. The instrument should be kept ON for at least 15 minute before analysis.
- 9.10. Calibrate the instrument with the said standards and plot a graph between concentration and absorbance.
- 9.11. Measure the absorbance of each solution against the solution containing no silicon at 815 nm.
- 9.12. From the graph determine the silicon content of the solution. Let it be x ppm.

10.0 CALCULATION:

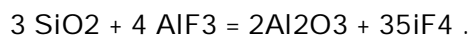
$$\% \text{ Si} = \frac{x}{10000} \times \frac{100}{10} \times \frac{100}{1}$$

$$\% \text{ Silica} = \% \text{ Si} \times 2.139 .$$

(SiO₂)

11.0 THEORY :

The silicon is Al₂O₃ affects the metal purity & a part of silica consumes fluoride as well as.



12.0 SAFETY PRECAUTIONS :

Wear safety glasses & safety gloves when handling reagents. For silicon analysis use only plastic ware.

INSTRUCTION TO BIDDERS

1. Bidder can download the complete set of tender documents which is available in our website www.nalcoindia.com and also in the website www.eprocure.gov.in.
2. At any time prior to the bid due date, NALCO may, for any reason, modify the Bidding Document and issue amendment in the form of Addendum or Corrigendum. Any addendum/ corrigendum of the bidding document, will be available in our website www.nalcoindia.com and also in the website www.eprocure.gov.in.
3. Any addendum/corrigendum thus issued will become a part of bidding document and bidder shall submit original addendum/ corrigendum/compliance letter duly signed and stamped in token of his acceptance.
4. In order to afford prospective Bidders, reasonable time to take the amendment into account in preparing their bids, NALCO may, at its discretion, extend the bid due date.
5. Bidders shall treat the tender documents and contents therein as strictly confidential.
6. The tender document is and shall remain the exclusive property of the OWNER without any right to bidder to use them for any purpose except for the purpose of bidding.
7. The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. The Tender Document together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidder, unless deviations are specifically stated in seriatim (giving reference sl. no. of Tender Document) by the Bidder. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at Bidder's risk and may result in rejection of his bid.
8. **SUBMISSION OF BID:**
 - 8.1 The bids are to be submitted online before the bid due date and time through Central Public Procurement (CPP) portal, by logging into website www.eprocure.gov.in. For online submission of bids, the bidders should have a valid Class - II/III Digital signature certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify/n-code/eMudhra etc.).
 - 8.2 For the said purpose, vendors are advised to read the instruction available in the homepage of the CPP portal (URL: <https://eprocure.gov.in/eprocure/> app) under

various links such as, 'Help for Contractor', 'Information about DSC', 'FAQ', 'Resources required', 'Bidders Manual Kit' etc. to facilitate vendor to participate in the bidding process without any trouble. Vendors are also advised to download and utilize the available information / documents under these links for activities like Registration/ Enrollment in CPPP, obtaining User ID & Password, Uploading & submission of e-bids/ online bids etc.

In case of any difficulty in submission of online bid through Central Public Procurement Portal (i.e. CPP portal), the bidders are requested to contact the following persons:

(i)	Help Desk CPP Portal Contact	Tel. : 0120-4200462, 0120-4001002 : 0120-4001005
	FMS CPP Portal	E-mail : cppp_fms_corp@nalcoindia.co.in
(ii)	Mr. Pavan Babar AGM (Matls.)	E-mail: pavan.babar@nalcoindia.co.in Mob. +91 94370 26420
(iii)	Mr. B. D. Mohanty Executive Director (Matls.)	E-mail : bibhu.mohanty@nalcoindia.co.in Landline : 0674 2301235

8.3 The bids are to be submitted in two parts – **Part-I (unpriced)** and **Part-II (Priced BOQ)**. The bidders desirous of quoting on the above basis must submit their offer in two part fashion in the following manner:

(a) **Part-I (Unpriced)** bid, shall consist of

i. Duly filled-in Unpriced bid proforma for indigenous offer (**Annexure- H**)
Or

Duly filled in Unpriced bid proforma for Overseas offer (**Annexure- I**)

(In event of non-submission of Unpriced bid proforma, the offer is liable for rejection.)

ii. For Supplier, who are not offering their own manufactured product, letter of manufacturer confirming allocation of quantity for the above tender.

iii. Copy of Earnest Money Deposited / Submitted (Original BG/ DD/ RTGS details to be deposited on or before the due date and time for submission of bids).

Bidders, covered under Public Sector, Govt. Agencies and small scale industry/firms having valid registration with NSIC/DGS&D (If registered for production/ supply of Aluminium Fluoride) shall be exempted from submission of Earnest Money, subject to submission of valid registration certificate acceptable to buyer.

iv. Copies of production, supply experience figures for the last two financial years 2021-2022 & 2022-2023 duly certified by a chartered accountant / chartered engineer or invoices and copies of Bill of Lading regarding supply experience.

For organizations, where accounting is done on calendar year basis, they are to submit production and supply figures for last two calendar years 2021 & 2022.

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.

- v. Audited/certified by chartered accountant standalone Balance sheet and profit & loss statement for last three financial years i.e. 2020-2021, 2021-2022 & 2022 - 2023.

For organizations, where accounting is done on calendar year basis, they are to submit the standalone Balance Sheet and Profit & Loss statement for three calendar year i.e. 2020, 2021 & 2022.

Note:- The "Start ups" recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, Govt of India; are required to submit the copy of "Certificate of Recognition" and "Certificate of Eligibility" along with the unpriced bid for availing exemption of turnover and prior experience.

- vi. Local content percentage (%) certificate form the statutory auditor or cost auditor of the company or form a practicing cost accountant or practicing chartered accountant.
- vii. Compliance certificate towards beneficiary relationship as per OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure (Procurement Policy Division).
- viii. List of Partners/Directors in the bidder company and a declaration that Partners/Directors of the bidder company have no interest in any other bidders in respect of the same tender.
- ix. MSE bidders are required to submit "Udyam Registration No." as per the notification no. 2/1(5)/2019-P&G/Policy (pt. IV) dated 06.08.2020 issued by Ministry of MSME along with technical bid, failing which such bidders will not be considered as MSE bidder.
- x. Affidavit & litigation history as per clause 25 of Annexure-E
- xi. Duly filled in Mandate Form for Electronic Payment.
- xii. Duly filled in SA-8000 format
- xiii. Price blank (which will be exact copy of priced BOQ except for replacement of only price figures wherever appearing by word "quoted")
- xiv. Pre-contract Integrity Pact dully signed Annexure- O
- xv. Declaration from bidder that all the information/documents submitted against the tender are true and bonafide as per clause no. 31.0 of Annexure-E
- xvi. Tender Documents dully signed as token of acceptance to tender's terms & conditions.
- xvii. Deviation statement if any.

Note:-

- (a) For new bidders sample as per clause no. 6.0 of Annexure- E, has to be submitted physically at NALCO's office on or before the due date of submission. The sample should be duly labelled and accompanied with manufacturer analysis certificate. In case new bidder intend to submit test certificate for reputed third party in place of sample, then the test certificate shall be submitted along with Part-I (Unpriced bid), failing to which offer is liable for rejection.
- (b) The document certified or issued by Chartered accountant/ engineer shall clearly bear the UDIN (Unique Document Identification Number).

IMPORTANT: -

The Part-I (un-priced) bid is required to be submitted online under the Cover 1 i.e. "Fee/ Pre Qual/Technical" in CPP portal only.

For Unpriced Bid, the bidder must prepare all the required documents and then upload the soft copies of the documents to CPP Portal. However, wherever in the tender documents the bidder has been asked to submit the scanned copies and then send the original hard copy of the document/s in a sealed envelope (For eg. EMD BG/Integrity Pact), the sealed envelope should be super scribed with the tender no. and on the cover, 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.

**EXECUTIVE DIRECTOR (MATERIALS)
NATIONAL ALUMINIUM COMPANY LTD.,
NALCO BHAVAN, P/1, NAYAPALLI,
BHUBANESWAR 751 013. (ORISSA)**

- (c) **Price bid/ BOQ "FINANCE"**, shall consist of
Price Bids should contain the prices strictly as per format of BOQ attached with the tender documents in CPP portal. Prices shall not appear anywhere else in the offer.

IMPORTANT:

Price Bid (BOQ) as given in the tender in xls. format must be downloaded and saved at bidder's local PC/ Laptop without any change. Bidders shall fill the required details/ prices in BOQ, save it and upload the filled BOQ in xls. format in the portal under Cover-2 i.e. "Finance" folder.

Care should be taken in filling a tender form so as to convey precise information called for in unambiguous language.

- 9.0 Additionally, the bidder **should** also submit sealed hard copy of bids both unpriced and priced BOQ complete in all respect along with all relevant documents as mentioned at 8.3 above.

The hard copy of the Bids should be same as online bid submitted and shall be submitted in sealed envelope super scribing on the cover **"TENDER FOR SUPPLY OF ALF3 AGAINST TENDER NOTICE NO. NBC/MM/GTN/LBD/ALF₃/2024/01, Dtd. 28/02/2024, due for submission on 26/03/2024"** "Unpriced" & "Priced" respectively & separately sealed and both sealed envelopes put in a third sealed envelope quoting tender reference & should be addressed to: -

**EXECUTIVE DIRECTOR (MATERIALS)
NATIONAL ALUMINIUM COMPANY LTD.,
NALCO BHAVAN, P/1, NAYAPALLI,
BHUBANESWAR : 751 013. (ODISHA)**

The rates must be quoted in figures and words and should not, in any way, be altered or erased and where any alteration is made it should be initialled by the bidder failing which such quotations are likely to be ignored. Tenders must be filed in ink or type written.

- 10.0 Hard Copy of Bids must be submitted at our Corporate Office, Bhubaneswar within due date & time. NALCO shall not take any responsibility for postal delay and/or misplacement.
- 11.0 Tenders or quotations received after the closing time will be treated as delayed or late tenders and may not be considered.
- 12.0 NALCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders. The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim, against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and the Bidder shall have no claim in that regard against the Owner. A bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.
- 13.0 Suppliers, who failed to execute the pending order with NALCO and their CPBG for the order have been encashed by NALCO, shall not be considered against the present tender. Suppliers, who have not settled Nalco's claim against Risk & Cost procurement and/who are banned and / suspended for business by Nalco as on the date of techno-commercial bid opening will also not be considered against the present tender. Allied firms of above suppliers will also not be considered against the present tender.

14.0 Determination of Allied Firms/ Inter-related Firms:-

- (a) For determining common management and common professional stakes of the firms the following factors shall be taken into consideration, if:
- (i) they have controlling partner(s) in common; or
 - (ii) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
 - (iii) they have the same legal representative/agent for purposes of this bid; or
 - (iv) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
 - (v) bidder participates in more than one bid in this bidding process.
 - (vi) in case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote.

15.0 BID FORMATS:

Bids must be submitted as per unpriced and price format given in Annexure – J/K & priced BOQ and not on bidders own format. Failure to do so may result in rejection of tender.

- 16.0 Any supporting document enclosed by bidder along with their offer, which has been certified or issued by Chartered accountant/ engineer shall clearly bear the UDIN (Unique Document Identification Number).

17.0 RATES:

- (a) Overseas: - The overseas bidder should offer rates on CFR, Visakhapatnam basis.
- (b) Indigenous: - The Indigenous tenderer should offer rates including all charges for delivery on FOR Destination i.e. NALCO Smelter Plant, Angul, Odisha basis, excluding insurance inclusive of packing, cartage, loading, forwarding, and freight charges by road for delivery at Smelter Plant, Angul. Transit insurance shall be to the account of buyer. The quoted price in BOQ & uploaded in CPP portal shall be exclusive of GST. Applicable GST (IGST, CGST or SGST) should be quoted separately in the unpriced bid.

NALCO intend that there will be no negotiation with L-1 except under circumstances as per extant CVC circulars. Bidders are to take note of the above and accordingly quote their best price.

18.0 RIGHT OF ACCEPTANCE AND REJECTION OF TENDERS :

The Purchaser reserves to himself the right to accept tenders and the acceptance thereof shall be deemed as sufficient notice of the exercise of such right. The tender shall thereafter be for the quantity so accepted which will form the Contract.

19.0 DELIVERY OF STORES :

- a) Delivery of stores despatched F.O.R. from any stations will not be considered as taken over by consignee until invoiced quantities have been inspected, counted, weighed or measured at destination. Until such delivery is taken all stores shall be at Sender's risk and NALCO shall not be bound by any number, weight or measurement stated in the Firm's invoices.
- b) All supplies shall be subject to inspection, measurement and weighment on receipt of stores at destination as specified in the Purchase Order. The decision of the Inspection Officer or any other person nominated by the Purchaser, as regards quality or quantity of supplies delivered, shall be final. The Inspecting Officer is entitled to reject any or all of the supplies.
- c) Even in case, if prior inspection of stores before despatch is arranged, the Consignee shall be entitled to reject any of all the supplies on receipt if not found complying with terms of the contract.
- d) In case of supply from Indigenous bidder, date of entry of AIF3 Truck in NALCO's Smelter plant will be considered for supply against schedule and as well as implication of LD.

20.0 TESTING OF STORES :

The Suppliers shall be required to reimburse NALCO for any expenditure incurred in testing which failed to correspond to the required specifications.

21.0 ADVICE OF DESPATCH OF STORES :

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

22.0 INSTRUCTIONS TO BE OBSERVED BY SUPPLIERS IN PREPARING BILLS

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

23.0 COMPLAINTS REGARDING NON-PAYMENT:

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

24.0 **REMOVAL OF REJECTED MATERIALS:**

Supplier shall remove the rejected materials within 21 days of the date of issue of the rejection memo falling which the responsibility of NALCO will cease and the material will remain at Supplier's entire risk and NALCO shall have right to dispose of such stores at the supplier's risk and account without reference to them.

25.0 **GUIDELINES FOR ELIGIBILITY OF A "BIDDER HAVING BENEFICIARY RELATIONSHIP FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA":**

All the clauses of OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure (Procurement Policy Division) 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 OM No. F.7/10/2021-PPD dated 23.02.2023. The model compliance certificate is given below:

Model certificate for tenders:

- "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.
- I certify that this bidder is not from such a country
or
If from such a country, has been registered with the Competent Authority.
(Strike through non applicable clause)
- I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.
(Where applicable, evidence of valid registration by the Competent Authority shall be attached).

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

SPECIAL CONDITIONS OF CONTRACT (SCC)
(Techno-commercial terms & conditions)

1.0 QUANTITY

- The quantity under present tender is **4100 - 5,400 MT +/-5%** excluding the trial order quantity of 200-250 MT. Tolerance of +/-5% shall be at buyer's option.
- The above quantity is tentative and shall not be taken as NALCO's final requirement.
- Quantity mentioned in the tender notice can be reduced to any extent at the discretion of the Buyer.
- Buyer reserve full rights to reject all or any of the tenders or to accept tender either in full or a part of it or to split up the quantity without assigning any reasons. The bidder should be prepared to accept order for any quantity decided by the Buyer.
- Only bidders who have offered **minimum** 540 MT will be considered for placement of order.
- However, bidder **offering material from a manufacturer from whom material (LBD AIF3) has not been supplied and accepted by NALCO**, are required to offer minimum quantity of 200 MT and such offer will be considered for placement of order for a maximum quantity of 250 MT. The trial order quantity of 200-250 MT is over and above the tender quantity of 4100-5400 MT +/-5%.

2.0 QUALITY & SPECIFICATION:

- The specification of the material required shall be as per **Annexure- B** (Low Bulk Density).
- The quality of the material supplied shall be strictly as per specifications mentioned as above and tenderer should clearly mention quality offered and guaranteed parameters for each parameter specified above. The methods of sampling and testing to be adopted for determining the acceptable quality/specifications shall be as per **Annexure- C**.

3.0 PRICE BASIS FOR TENDER:

(i) Overseas Supplier

The bidders should quote their price on CFR Visakhapatnam port on container shipment basis. However, price break up of CFR price, is to be given, clearly mentioning the freight from Port of despatch to port of discharge at Visakhapatnam, India. Prices should be quoted only in US Dollars. The shipment lot shall be normally approx. 500 MT on container shipment basis. The tenderer should

submit offer on firm price basis for supply any time within 6 (Six) months starting from the date of order. Though price is called on CFR basis but please note that comparison will be made on landed basis at our Smelter Plant at Angul, Odisha, considering taxes, duties & cost/expenses like port charges, inland freight etc. to be incurred by NALCO. At present, Destuffing of container, storage & handling charges and CHA charges @ Rs. 322/- per MT (For supply in 1/1.5 MT/800 Kg HDPE Jumbo bags), Transportation charges from Vizag to Angul Rs. 2,111.11 per MT. An interest loading of 0.37% of CFR price, towards transit time from the date of release of payment to overseas vendor to the date of receipt of import consignment at NALCO Smelter Plant, will be considered for price evaluation.

(ii) Indigenous Supplier

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

- A1) A firm price for supply any time within 6 (Six) months starting from the date of order.
- A2) Bidders are required to quote a single price for their total offered quantity on FOR NALCO Smelter Plant, Angul, Odisha basis excluding transit insurance. The quoted price shall be exclusive of GST (IGST, CGST or SGST as the case may be).

3.1 TAXES & DUTIES

- Overseas bidders - To include all taxes & duties applicable in their country in the offered price and in case of variation, the same shall be to Bidders Account. Taxes & duties applicable in India except anti-dumping duty and safe guard duty, if applicable (Ref 4.2 below), shall be to buyer's account.
- Indigenous bidders - To indicate present rate of GST (IGST, CGST or SGST as the case may be) applicable in their offer and statutory variation to the same shall be to buyer's account. The GST amount (IGST, CGST or SGST as the case may be) shall not be part of the quoted price in 'BOQ' in CPP portal.

4.0 SPECIAL CONDITIONS:

4.1 DISTRIBUTION OF QUANTITIES FOR ORDERING:

- (A) It is intended to place order against the tender on more than one supplier considering the purchase preference as per PPP-MSE Order, 2012 (Amended 2018) and PPP-MII Order, 2017 & subsequent amendments thereof.
- 1) If L-1 bidder is a Class-I local supplier, they may be considered for up to 60% of tender quantity. If L-1 Class-I local supplier is not MSE bidder, purchase preference will be given to MSE bidders (If not L-1 bidder) within the price range of L-1 + 15% for ordering up to 25% of tender quantity subject to matching the L-1 / Negotiated L-1 price.
- 2) If L-1 bidder is not a Class-I Local supplier,

- First purchase preference will be given to MSE bidders (If not L-1 bidder) within the price range of L-1 + 15% for ordering up to 25% of tender quantity subject to matching the L-1 / Negotiated L-1 price.
 - After considering MSE bidders, purchase preference will be given to Class-I local suppliers, who are falling within the price range of L-1 + 20%, in order of pricing position for ordering up to 50% of tender quantity (including quantity considered on MSE Class-I local supplier, if any), subject to matching the L-1 / negotiated L-1 price.
 - After allowing purchase preference to MSE & Class-I local suppliers as above, the balance quantity will be allocated to L-1 bidder for ordering up to 60% of tender quantity.
- 3) After giving purchase preferences to MSE and Class-I local suppliers as above, balance quantity will be offered to other bidders as per inter se pricing position for ordering subject to matching the L-1 / Negotiated L-1 price, to cover the tender quantity.
 - 4) In case, still some quantity will be left uncovered after above matching exercises, then left out quantity will be awarded on L-1 bidder to cover the tender quantity
 - 5) The order quantities on suppliers as above are subject to offered quantity and having eligibility for ordering the same.
- (B) Preference to MSE suppliers:-
- (a) The qualified MSEs (Micro and Small Enterprises) participating in the tender, who have quoted within the price band of L-1 +15% can be given a chance to match with L1 price in order of their bid position and take order for supply of up to 25% of the tender quantity, if the L-1 bidder is other than a MSE.
 - (b) However, in case of participation of SC/ST (Scheduled Caste / Scheduled Tribe) category MSEs, 6.25% of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs as above, subject to matching with L-1 price in the tender.
 - (c) Further in case of participation of women owned MSEs in a tender, minimum 3% of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs, subject to matching with L-1 price in the tender.
 - (d) If there is no participation from SC/ST Category/ Women owned MSEs or when SC/ST Category/ Women owned MSEs do not match the L-1 price, then the quantity reserved for them shall be available to other MSEs.
 - (e) In case of more than one such MSEs in a tender, then supply shall be shared proportionately to their tendered quantity.
 - (f) When there is no participation from MSEs or when MSEs do not match the L-1 price, then the reserved quantity for MSEs shall be available for other participants.

(C) Trial Order:-

Techno-commercially accepted bidders, offering the material from a bidder (Manufacturer) or a bidder (Other than manufacturer) offering material from a manufacturer from whom material (LBD AIF3) has not been supplied and accepted by NALCO,, may be considered for trial order of 200-250 MT subject to being L-1 or matching the L-1 /Negotiated price. In case such bidders are more than one, placement of single trial order on one such bidder may be considered as per pricing position subject to matching the L-1 price / Negotiated L-1 price. The trial order quantity is exclusive of tender quantity.

- However Buyer reserves the right to cancel the tender without assigning any reasons for the same.

4.2 ANTI DUMPING DUTY/ SAFE GUARD DUTY:

The Overseas bidders should note that antidumping duty is applicable in respect of exports made from specified countries as notified by Govt. of India. Any offer for export from above countries will be evaluated considering Anti-Dumping duty as already notified by Govt. of India. For countries on which Anti-dumping duty is presently not applicable by the time of bid submission but becomes applicable after bid submission or during execution of the order, and/or enhancement of antidumping duty by Govt. Of India as compared to applicable rate at the time of evaluation of tender, the buyer will have right to cancel balance non-executed quantity of the order without any financial claim by either party in the event the seller does not agree to absorb such increases.

Similarly in the event of imposition of safe guard duty and/or enhancement of safe guard duty by Govt. of India at a future date, the buyer will have right to cancel balance non-executed quantity of the order without any financial claim by either party in the event the seller does not agree to absorb such imposed increase in rate of duty.

5.0 DETERMINATION OF ELIGIBILITY OF BIDDERS FOR ORDERING:

- The bidders are required to submit maximum annual production and supply experience of Aluminium Fluoride in the last 2 financial years i.e. 2021-2022 & 2022-2023. The eligibility of quantity for a bidder shall be 20% extra over maximum of two years production, supply experience or quantity offered by vendor whichever is lower subject to having production capacity.

For organizations where accounting is done on calendar year basis, they are to submit production and supply experience of Aluminium Fluoride in the last 2 (Two) calendar years i.e. 2021 & 2022. The eligibility of quantity for such bidder shall be 20% extra over maximum of two calendar years production, supply experience or quantity offered by vendor whichever is lower subject to having production capacity.

Eligibility for ordering on Class-I local supplier, may be taken as their offered quantity subject to having production capacity duly certified by Chartered Accountant/Chartered Engineer."

- The bidders are required to submit copies of production, supply, experience figures & production capacity as mentioned above duly certified by a chartered accountant/ chartered engineer or invoices and Bill of Lading Copies in the unpriced bid failing which their offers may be liable for rejection. If certified by Chartered Accountant/ Chartered Engineer, no need to submit documentary evidence. However, Nalco may call supporting documents, if required. As regards production capacity, the bidders must confirm regarding valid factory license/consent given by pollution board to operate / acknowledgement by SIA / any other statutory clearances. The document issued/ certified by Chartered Accountant/ Chartered Engineer should clearly indicate the UDIN (Unique Data Identification Number).
- A bidder other than manufacturer submitting the offer against the tender shall submit copy of valid authorization letter from the principal manufacturer regarding tie-up arrangement. A letter of manufacturer confirming allocation of quantity for the present tender must be submitted. The overseas trader having tie-up/ back up arrangements shall provide a certificate in English language as to the credentials of their manufacturer on production of Aluminium Fluoride. The traders-bidders will be registered for supply from the same principal manufacturer only from which they have supplied earlier. A letter of manufacturer confirming allocation of quantity for the present tender must be submitted.

6.0 TECHNICAL LITERATURE & SUPPLY EXPERIENCE

Bidders/Manufacturers must enclose technical literature about the process of manufacture of material, brochure of manufacturer along with the tender.

A bidder (Manufacturer) or a bidder (Other than manufacturer) offering material from a manufacturer from whom material (LBD ALF3) has not been supplied and accepted by NALCO, is required to submit 2 kg sample duly labelled identifying the manufacturer and manufacturer's analysis certificate along with the tender otherwise their offer will be liable for rejection.

The sample should meet the NIT specifications as per Annexure- B and should be handed over to NALCO along with the tender for analyzing and testing at Nalco's smelter plant laboratory, otherwise their offers will be liable for rejection. The sample will be tested at NALCO's Smelter Plant Laboratory and the findings of lab report will be final & binding. If the sample does not meet NALCO's specification, the offer will be rejected.

Or alternatively such bidders, are required to submit test certificate from GoI/NABL/BIS approved laboratory or reputed international third party agencies like Lloyds / SGS/ Moody International/AlmiConseil/Shin Nihon Kentei Kyokai, conforming the specification of offered ALF3, along with the tender otherwise

their offer will be liable for rejection. If the results of test certificate does not meet NALCO's specification, the offer will be rejected.

7.0 DELIVERY SCHEDULE

(A) OVERSEAS SUPPLY:

- Shipment shall be made in lot size of 500 MT (Approx) unless otherwise specified in P.O., duly packed for shipment in containers.
- Material shall be supplied packed in new LDPE/HDPE lined 50 KG bags/LDPE lined gunny bags/ palletized 50 Kg Paper Bags with internal polyethylene foil / 1 MT/1.5 MT/800 Kg. HDPE Jumbo bags. **However, efforts may be made to supply material in 800 Kg. HDPE Jumbo bags, which is preferable over 50 Kg./1 MT /1.5 MT bags.**
- Supply to be completed in phased manner in any time within 6 months starting from the date of order.
- Exact month of shipment shall be intimated which should be adhered to by seller. However the seller may offer their schedule in the unpriced bid.
- Seller should indicate their capacity to despatch maximum quantity per month in the unpriced bid.
- The shipment schedule is tentative and subject to changes depending upon the actual production programme of the buyer and seller shall have to regulate the supplies accordingly, if requested by the buyer.

(B) Indigenous supply:

- Material shall be supplied packed in new LDPE/HDPE lined 50 KG bags/LDPE lined gunny bags/ palletized 50 Kg Paper Bags with internal polyethylene foil or 1 MT/1.5 MT/800 Kg HDPE Jumbo bags. **However, efforts may be made to supply material in 800 Kg. HDPE Jumbo bags, which is preferable over 50 Kg./1 MT /1.5 MT bags.**
- Supply to be made in phased manner in any time within 6 months starting from the date of order.

However depending on requirement of plant/ stock position supplies can be regulated by giving monthly despatch clearance & in such cases supply shall be made as instructed per the specific monthly despatch clearance of Buyer.

- Seller should indicate their capacity to despatch maximum quantity per month in the unpriced bid.
 - The delivery schedule is subject to change depending upon the actual production programme of the buyer and seller shall have to regulate the supplies accordingly if requested by the buyer.
- (C) The delivery schedule quoted must be specific and realistic. Inability of the successful tenderer to execute order in accordance with the above schedule will entitle the buyer to purchase the same from any other source at the risk and cost of the tenderer. Needless to say that such failure to adhere to the agreed shipment/ delivery schedule will also be kept in view while considering their subsequent tenders.
- (D) The period of delivery of the material as stipulated in the schedule shall be deemed to be the essence of the order.
- (E) It should be noted that if order is placed on higher tenderer in preference to the lowest acceptable one, in consideration of earlier delivery quoted by the tenderer and accepted by the Buyer, the supplier shall be liable to pay to the company the difference between the ordered rate and the lowest acceptable tender rate, in case tenderer fails to make complete supplies as per the terms and conditions of the order, within the agreed shipment schedule incorporated in the order. This is without prejudice to other rights of the Buyer under the terms and conditions of the order. Based on actual production programme of the buyer, seller shall have to regulate the supplies accordingly if requested by the buyer.
- (F) In case any quantity is left out to deliver within the original or extended PO delivery period, the seller will be required to take prior permission from the buyer. However, granting permission does not prejudice NALCO's right to impose LD charges for delay in delivery of material.

8.0 SAMPLING & PRESHIPMENT INSPECTION

- Method of sampling & testing shall be as per method/procedure outline given at **Annexure-C**
- Each lot of material/consignment shall have to be accompanied by producer's weight and analysis certificate and also (for overseas supplier) to be supported by a requisite certificate issued by an internationally reputed surveyor/analyst (acceptable to the buyer) at seller cost.
- The material shall be analysed at our plant for final acceptance within 15 (Fifteen) days of receipt of material at our plant.

- However, a joint survey shall be conducted at our site in case of any discrepancy in the results of weights and analysis is detected at our site (to be verified within 30 days of receipt at site or 45 days from the date of receipt at the discharge port whichever is earlier) for a settlement mutually acceptable. In case of seller's failure to depute his representative (s) (at seller's cost only) within 21 (Twenty One) days of the issue of such notice, the buyer shall have the option to appropriate the goods as per his requirement and/or reject the entire consignment, which shall be binding on the seller.
- In case of rejection of material, Seller shall remove the rejected materials within 21 (Twenty One) days of the date of issue of the rejection memo falling which the responsibility of buyer will cease and the material will remain at Supplier's entire risk and NALCO shall have right to dispose of such stores at the supplier's risk and account without reference to them.
- If container is received with seals in tact, then the count of bags/quantity at disport will be treated as final & binding. Shortage in actual receipt at disport with respect to quantity mentioned at load port will be recovered from the seller. It is imperative that the seller deposes his authorised representative at the time of de-stuffing of the cargo to confirm the number of bags / quantity. If the seller's representative is not available to witness at the time of de-stuffing of containers, the figure mentioned by NALCO will be final & binding.
- The buyer also reserves the option to depute his representative (s) for pre-shipment inspection at manufacture's plant. All expenses including boarding, lodging and local transportation etc. but excluding to and fro airfares shall be at seller's cost. In such case, material can only be shipped after obtaining specific clearance from buyer's representative(s).

9.0 VALIDITY:

The tender should be valid for acceptance till end of 90 days from the date of opening of the tender. Tender with lesser validity will be liable for rejection at the discretion of the buyer.

10.0 EARNEST MONEY DEPOSIT:

The offer must be accompanied by Earnest Money Deposit (EMD) for a value of Rs.25,00,000/- (Rupees Twenty Five Lakh only) or Equivalent US Dollars by Demand Draft/Pay Order/through e-payment (RTGS/NEFT mode INR currency) favouring "National Aluminium Company Limited" payable at Bhubaneswar, Orissa, India or by way of Bank Guarantee (as per proforma at Annexure- M). However, in case of a bidder (Manufacturer) or a bidder (Other than manufacturer) offering material from a manufacturer from whom material (LBD AIF3) has not been supplied and accepted by NALCO, the amount for EMD will be Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) or equivalent US Dollars.

The bidder should submit EMD in the form as mentioned above issued by any of the standardised banks as per list enclosed at Annexure- M. Any Bank Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and irrecoverable in Bhubaneswar only.

The wording of BG should be strictly as per proforma at Annexure-VII 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 in clause no. 8.3 (a) of Annexure- E under speed post or registered post (AD)/DHL/Courier service 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.

The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to the buyer. Alternatively, BG confirmation message may also be sent through SFMS message to our Banker State Bank of India, Commercial Branch, Bhubaneswar (IFSC Code: SBIN0006657, SWIFT CODE: SBININBB119) and beneficiary name as "NALCO, Corporate Office, Bhubaneswar".

EMD can be deposited also through RTGS/NEFT/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-751013.

Details for purpose of remittance of EMD in USD currency are as below:
Swift Code: SBININBB19
Account No. : 10229910358

In event of E-payment, remittance details are to be mentioned in Part-I of the offer as per enclosed Annexure - M (II) as applicable. The Earnest Money shall be kept deposited (or the bank guarantee) as the case may be shall remain undischarged for such period as may be specified for keeping the tender open. The earnest Money will not earn any interest.

If the bidder 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.

Bidders who are covered under Public Sector, Govt. Agencies and small scale Industry/firms having valid registration with NSIC/DGSD (If registered for production/supply of Aluminium Fluoride 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 bidder shall be refunded to respective tenderer. The EMD of successful tenderer shall be refunded after submission of Performance Bank Guarantee.

If the successful bidder accepts the order but fails to submit the Contract cum Performance Bank Guarantee (CPBG), the EMD will be retained. In such case the differential amount towards CPBG and EMD may be deducted from the bills of Vendor which may be released after receipt of CPBG.

In the event of non-execution of Order, the EMD will stand forfeited. Any forfeiture of EMD made by NALCO will be with applicable GST at the time of settlement.

11.0 GST CLAUSE APPLICABLE TO VENDOR:

- 11.1. Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the goods applicable to invoices raised on NALCO within the contractual delivery date /period (including extension approved if any) shall be on NALCO's Account against submission of documentary evidence.
- 11.2. Further, in case of delay in delivery of goods, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller's Account.
- 11.3. It would be the responsibility of the contractor to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the

Sellers would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with NALCO's GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime.

- 11.4. The Seller would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non deposit of taxes or non updation of the data in GSTIN network or non filling of returns or non compliance of tax laws by the Seller by issuance of suitable credit note to NALCO. In case, seller does not issues credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.

- 11.5. Tax element on any Debit Note/Supplementary Invoice, raised by the seller will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Purchase Order's terms and conditions. Seller to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
- 11.6. The seller will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the seller 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.
- 11.7. In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the seller is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable alongwith Statutory levy, if any, payable on such recovery.
- 11.8. NALCO shall reimburse GST levied as per invoice issued by the Seller as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules. Please note that payment of GST is subject to reflection of party's invoice in GSTR-2A/Anex.-2A/Anex.-2 (GST New Return) of NALCO.
- 11.9. To enable NALCO to avail ITC, the seller/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.
- 11.10. The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- 11.11. 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.).
- 11.12. 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, filling appropriate returns within the prescribed time etc.
- 11.13. Any benefit by way of reduction in rate of tax or increase in input tax credit arising during the execution of contract / purchase order shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.

Tax deduction at source (TDS) under GST

As per section 51 of CGST Act 2017, Nalco shall deduct at source @ 1% CGST & @ 1% SGST for intra state transaction and @2% IGST in the case of inter state transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is more than Rs.2,50,000/-.

However, no deduction shall be made if the location of the supplier & the place of supply is in a state or union territory, which is different from the recipients registration state. In case of Govt. Organizations, PSU suppliers also, no deduction shall be made.

E way bill (EWB)

E way bill and provisions contained therewith, which is covered under Sec 68 of the CGST Act,2017 and Rule 138 made thereunder, shall be the responsibility of the supplier.

12.0 REPLACEMENT OF OFF-GRADE MATERIAL:

The quality of the material supplied will be strictly as per ordered specifications. In case, material is not as per the ordered specifications, the seller shall replace the off-grade material with the material of ordered quality. This is without prejudice to the rights of the company to reject the materials and procure the same at the risk and cost of the Seller.

13.0 INSURANCE:

Transit insurance shall be to the **buyer's account**.

13.1 MARINE INSURANCE

Insurance shall be arranged by the Buyer at his cost from the F.O.B. stage/ port of shipment. At least two weeks before shipment, the seller shall send advance intimation to:

M/S THE ORIENTAL INSURANCE COMPANY LIMITED
5149, LEWIS ROAD,
BHUBANESAWR,
ODISHA - 751014
CONTACT PERSON: MR. AMARESH ROUT
MOB: +91 82801 71110
E-MAIL: amaresh.rout@orientalinsurance.co.in

13.2 The risks that are to be covered under the insurance shall include, but not limited to the loss or damage in transit, theft, pilferage, riot, civil commotion, weather condition, accidents of all kinds, fire, war risk etc. The scope of such insurance shall cover the entire value of supply from time to time. It shall be the obligation of the supplier to strictly comply with the following terms.

- (a) The Seller shall send advance intimation to Buyer's Insurance Company and the Insurer at least two weeks before shipment regarding anticipated shipment.
- (b) The Seller within 48 hours of the shipment (if the day of shipment falls on the public/weekly holiday then on the first working day thereafter) the Seller shall send the Fax/ Cable/Telegram to the above Insurance Company

as well as to the Buyer (NALCO) at their Visakhapatnam address intimating the following.

1. Details of Shipment
2. Contract Number
3. Name of Commodity
4. Name of Carrying Vessel
5. Port of Loading
6. Port of Discharge
7. Date of Departure of Vessel
8. ETA (excepted time of arrival at Port of Discharge)
9. Weight of materials
10. Bill of lading No & date
11. Total Value of Consignment

Such intimations shall have to be strictly complied by the Seller in order to enable the Insurance Company to issue necessary insurance policy for the materials shifted against NALCO's Marine open policy referred herein above.

14.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE :

The seller shall furnish a Contract cum Performance Bank Guarantee Bond as per the enclosed proforma, within 21 (Twenty One) days from the date of issue of Letter of Intent/Telex of Intent by the Buyer, for an amount equivalent to 5% of the value of the order, valid for six months after the arrival of last lot at Angul.

The performance bank guarantee should be issued by any of the standardised banks as per list enclosed at Annexure- N. In case of overseas supplier the bank guarantee shall be obtained from any of the standardised banks as per list enclosed at Annexure- N. based on counter bank guarantee given by foreign bank. Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only.

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

The indigenous seller shall ensure that the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Smelter plant, Angul- 759145, Orissa. Attn. Dy. General Manager(Finance) under speed post or registered post (AD) so as to reach the addressee within 21 days of order. The issuing bank should be advised to send a direct confirmation message through SFMS message to our Banker State Bank of India, Kandsar Branch, Angul (IFSC Code : SBIN0008279) and beneficiary name as " NATIONAL ALUMINIUM CO Ltd, Smelter Division".

The overseas seller shall ensure that the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Nalco Bhavan P/1, Nayapalli, Bhubaneswar-751013,(Orissa), Orissa. Attn. General Manager(Materials) under speed post or registered post (AD) so as to reach the addressee within 21 days of order. Alternatively, BG confirmation message may also be sent through SFMS message to our Banker State Bank of India, Commercial Branch, Bhubaneswar (IFSC Code: SBI N000657, Swift Code: SBI INBB19) and beneficiary name as "NALCO, Corporate Office, Bhubaneswar".

In case furnishing of an acceptable PBG is delayed by the seller beyond the period provided above, Liquidated Damage, as provided in Liquidated Damages clause for the period of delay in submission of the PBG shall be levied. Alternatively, the buyer may declare the order as terminated and enforce the clause of default. Any deduction towards Liquidated Damages made by NALCO will be with applicable GST at the time of settlement.

The PBG shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the order. Initial validity shall be six months beyond the date of arrival of last consignment at Smelter Plant, NALCO, Angul, provided that before the expiry of the date of validity of the PBG the seller on being called upon by the buyer from time to time obtain from the Guarantor Bank, extension of time for validity there off for a period of six months on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of an appropriate value reach the buyer at least fifteen days before the date of expiry of the PBG on each occasion. Failure to extend the PBG shall entail termination of the order and shall constitute breach of contract.

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

The PBG and/or any amendment there to shall be executed on a non-judicial stamped paper of requisite value in accordance with the laws of the country in which the same is/ are executed by the party competent to do so. On satisfactory performance and completion of the order in all respect, the PBG will be returned to the seller, even before the expiry of stipulated validity of 6 months after the arrival of last lot/ consignment.

If the vendor fails to submit CPBG after placement of Order, the equivalent amount will be recovered from the bill(s) of the vendor.

On the breach of the contract by the supplier, Contract cum Performance Bank Guarantee shall be forfeited/encashed whether or not the company has suffered a

loss on this account & Purchase Order will be rescinded. Forfeiture/encashment of Contract Cum Performance Bank Guarantee does not prejudice NALCO'S rights to make risk purchase and recover damages on account of such risk purchase. However, credit may be given for the Contract cum Performance Bank Guarantee forfeited/encashed in appropriate cases. Any forfeiture/ encashment made by NALCO will be with applicable GST at the time of settlement.

15.0 LIQUIDATED DAMAGES:

Delivery period is the essence of the contract and the material should be despatched within this time, failing which, buyer without prejudice to its rights under the contract shall have the option either to reduce the price @ ½% of order value per week or part thereof subject to maximum of 5% of the undelivered portion / the order value (If the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the seller. Any deduction towards Liquidated Damages made by NALCO will be with applicable GST at the time of settlement.

However seller will not be held responsible for delays caused by buyer's shipping advices. However such liquidated damages shall not apply to any period of extension which would be granted by the buyer under "Force Majeure" conditions as per clause No.16 hereunder. Imposition of liquidated damages shall be without prejudice to the rights of the company to terminate the order and get it executed through alternative sources at the risk and cost of the seller. This is without prejudice to any other rights under the contract.

In case of non-supply of material within PO delivery date, penalty will be recovered from the seller for unexecuted PO quantity as below, in case buyer decides not to extend the PO delivery date at its option.

Penalty=X % of PBG amount, with applicable GST.

Where in X %=(Unexecuted PO quantity/Total order Quantity)*100

16.0 DEFAULT:

Should the seller fail to have the material ready for delivery by the time or times agreed upon or should the seller in any manner/or otherwise fail to perform the order should it have a receiving order made against it or made or entered into any agreement or compositions with creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the buyer shall have the power to declare the order as at an end at the risk and cost of the seller in every way. In such a case, the seller shall be liable for any liquidated damages which the buyer may be put to, incur or sustain by reasons of/or in connection with the seller's default, or on account of risk purchase.

17.0 FORCE MAJEURE:

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

18.0 RISK PURCHASE:

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

19.0 ARBITRATION:

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 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.

Purpose of appointing the sole Arbitrator referred to above, the 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 contractor/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 may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute of difference and shall give a reasoned and speaking award/awards. The venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants, it may as and when required, be held at the place where the site of work is situated.

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

Subject to aforesaid the provisions of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.

20.0 PAYMENT TERMS:

(i) OVERSEAS SUPPLY :

- (a) Full payment for each consignment excluding Indian Agency Commission, if any, shall be made against presentation of shipping documents through an irrevocable Letter of Credit. The L/C shall be opened by Buyer's bank in India as mentioned in the Purchase Order and shall be advised through buyer's corresponding bank in Seller's country. All bank charges outside India including L/C confirmation charges (if required by seller) shall be Seller's account.

The buyer prefers not to have any direct involvement with any Indian Agency for transaction between overseas supplier and buyer. However, if the tenderer decides that such a situation is unavoidable, then they may engage Indian agent. Indian Agency Commission, if any, shall however be paid only directly to the agent in India in equivalent Indian rupees against each shipment. In case, the overseas supplier wish to appoint any Agent in India, the said Indian Agent must get himself registered with NALCO after submitting a photo copy of the agreement between the overseas supplier and the Indian agent which must clearly indicate the role of the Indian agent, his functions and the details of agency commission to be payable to them. Indian agent commission shall be paid against each shipment after clearance of the cargo at port of discharge on submission of invoice by Indian agent. The exchange rate for conversions shall be as applicable on the date of negotiation of documents under L/C. Indian Agent commission shall be paid after deduction of income tax as per rules applicable at that time.

Or

- (b) Payment on CAD basis will be done through Buyer's bank in India as mentioned in the Purchase Order.

- (ii) INDIGENOUS SUPPLY :

100% Payment including full taxes and duties and the freight charges shall be payable against presentation of complete despatch documents to the Deputy General Manager (Finance), National Aluminium Company Limited, Smelter Plant, Angul, Orissa. In case of taxable goods, for availing input tax credit as prescribed under Goods and Service Tax (GST) Act, the vendor must handover transporter's copy of invoice to the carrier along with other relevant documents. The original copy of Tax Invoice under GST should be sent along with the payment documents. The vendor shall comply any modification in the prescribed rules by GST council/ appropriate authority from time to time during execution of the contract. The vendor, shall be responsible to indemnify NALCO for any loss, direct or implied, accrued on account of his failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time. The payment shall be made through e-payment. Bank charges, if any shall be to the account of Buyer. The seller is to furnish bank mandate form for e-payment.

21.0 DESPATCH ARRANGEMENT:

OVERSEAS SUPPLY:

Seller should arrange shipment through Indian Flag Vessel where ever possible.

The bill of Lading shall indicate the following:

SHIPPER: As Seller

CONSIGNEE:

National Aluminium Company Ltd.,

SMELTER PLANT, ANGUL.ORI SSA, INDIA

Attn: AGM (Materials)

Notify Party

National Aluminium Company Limited, Port Facility,

Visakhapatnam.- 530035

Phone: 0091 891 2561433/2561435

Fax No. 0091 891 2561598

Attn.: GGM(PF)/DGM(Mat.)/AGM(Mat)

In case of supplies from USA, Export Licences, if any required from the American Authorities shall be obtained by the U.S. Suppliers. If need be, assistance for obtaining such export licences would be available from India Supply Mission at Washington.

INDIGENOUS SUPPLY:

The seller shall make necessary arrangement for transportation and timely delivery of the material at Buyer's site at Angul. Final settlement of invoices, will be based on weights/analysis recorded at our end of each supply. Any deduction on account of variation in quantity and quality of material will be settled against future bills or CPBG submitted by the seller. The supplies to be made as per details given below, consignment to be despatched to:-

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

MODE OF DESPATCH : By Trucks

DESTINATION : Smelter Plant at Angul.

22.0 REPLACEMENT OF DAMAGED MATERIAL:

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

23.0 LEGAL INTERPRETATION:

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

24.0 EXECUTION:

The whole order will be executed to the entire satisfaction of the Buyer.

The order shall be governed by these terms and conditions read with our General conditions of contract for indigenous purchase/import purchase. No other terms and conditions of the tenderers whatsoever shall be applicable to the order. In

case of conflict, the above conditions will have precedence over the General conditions of contract for indigenous purchase/import purchase.

- 25.0 The bidder or its proprietor/partner(s)/Director(s) of the firm should not have been convicted by a court of law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarised by the Notary. Besides, bidder should furnish litigation history of their firm or group firm. The litigation history shall include:
- (i) Arbitration cases pending
 - (ii) Disputed incomplete works
 - (iii) Pending civil cases against the firm or its Proprietor/ partner(s)/Director(s) involving moral turpitude in relation to business dealings.
 - (iv) Pending criminal cases against the firm or its Proprietor/ partner(s)/Director(s) involving moral turpitude in relation to business dealings.
 - (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings
- 26.0 We are SA 8000 certified company. It is expected that our suppliers/service providers confirm to the requirements of this International Standard SA 8000: 2008. The Survey Questionnaire (attached) may please be filled up and sent along with bid document.
- 27.0 Termination:-
NALCO shall have the right to terminate the contract by giving 60 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, NALCO will have right to terminate the contract by written notice to the Seller. NALCO shall have the right to terminate the contract or any part thereof by written notice to the seller in the event of any direction or restriction imposed by the Govt. of India which may effect the Contract.
- 28.0 Tax Residence Certificate:
As per Indian Income Tax rules for foreign payment, overseas suppliers are to furnish Tax Residence Certificate issued by Tax Authority of the country where their office/ establishment is located. The Tax Residence Certificate is required for release of payment by Banker. The Tax Residence Certificate is to be issued in English Language. If the same is issued in any other Language, please translate it to English Language & submit for release of payment.
- 29.0 The bidder must sign the integrity pact duly filled in as per Annexure- O submit the same along with unpriced bid. At present, there is a panel of three Independent External Monitors (IEM) in NALCO. Their contact details are given as below.

Ms. Deepa krishan IRS (Retd.) C 2603, Sushant Lok-1 Gurgaon, Haryana-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 any tender related queries, bidder may write Mr. Pavan Babar, AGM(Matls.), Mail ID: pavan.babar@nalcoindia.co.in or Mr. B.D. Mohanty, ED (Materials), Mail ID: bibhu.mohanty@nalcoindia.co.in.

30.0 **Submission of offers by Inter-related firms**

30.1 For ensuring a fair competition all bidders shall be required to give a declaration giving the names of other firms /agencies /partnership firm/wholly owned or partly owned subsidiary etc., where they are having financial /professional stakes and also give a certificate, if any, such firm/agency are participating against the subject tender.

30.2 Offers received against a tender from such firms/ agencies as stated above, approval from competent authority shall be taken that the offers are from a single source and only the lowest bid price, out of such multiple techno-commercially acceptable offers, may be considered.

30.3 **Determination of Allied Firms/ inter-related firms:** For determining allied firm/inter-related firm/common management and common professional stakes of the firms the following factors shall be taken into consideration, if:

- (i) They have controlling partner(s) in common; or
- (ii) They receive or have received any direct or indirect subsidy/financial stake from any of them; or
- (iii) They have the same legal representative/agent for purposes of this bid; or
- (iv) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; or
- (v) Bidder participates in more than one bid in this bidding process.

- (vi) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/ management units in same/similar line of business.

31.0 Bidders are required to submit a declaration that the information/documents submitted against the tender are true and bonafide. The bidder will be responsible for the authenticity of the documents/information submitted against the tender. In case any information provided by bidder is found to be incorrect or false, the bid will be liable for rejection and actions will be taken as deemed fit.

32.0 The provisions in the SCC in the Annexure- E (Techno-commercial terms and conditions) will supersede the corresponding provisions in GCC at Annexure F & G.

33.0 **IMPORTANT POINTS:**

- Quotations should preferably be typewritten and any correction or overwriting should be initialled. Rates to be indicated both in words and figures.
- 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.
- The tenders should be un-ambiguous and complete information should be furnished in the tender as per proforma at Annexure-III, IV & V along with supply experience. Incomplete/ ambiguous offers will be rejected outright.
- No correspondence, whatsoever until & unless called for by the buyer, shall be entertained after due date and time of receipt of tender and any uncalled for communication received later from the tenderer/agents will be ignored.
- Parties submitting tender on behalf of foreign Principal/manufacture must submit their tender along with authorisation letter from their respective Principal/manufacture to represent them in India. Offers received without a proper authorisation will be rejected.
- 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.

Yours faithfully,
for NATIONAL ALUMINIUM COMPANY LIMITED.,

Signature :

Name : B. D. Mohanty

Designation : EXECUTIVE DIRECTOR (MATERIALS)

**GENERAL CONDITIONS OF CONTRACT (GCC) GOVERNING INDIGENOUS
PURCHASE**

1.0 DEFINITION:

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

- i. The Purchase means the Chairman and Managing Director of NALCO in case of Stores ordered for NALCO or any of its constituent Units /Projects.
 - ii. The Indentor means any officer authorised by the Purchaser to order stores.
 - iii. The Inspecting Officer means the persons, firm or department nominated by the Purchaser to inspect the stores on his behalf and the deputies of the Inspecting Officer so nominated.
 - iv. The Contractor means the person, firm or Company with whom the order for the stores is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the Contract. Contractor/Technical supplier are to be regarded as synonyms.
 - v. The Sub-Contractor means any person, firm or Company from whom the Contractor may obtain any materials or fittings to be used in the supply of manufacture of the stores.
- 2.0 This contract is for the supply of stores of the descriptions and in the quantities set forth in the schedule to the order on date or dates specified therein. Except as hereby otherwise provided, a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof shall be deemed provisional and shall not be binding on the purchaser unless and until the same is endorsed on the Contract or incorporated in a formal instrument and signed by the parties here to and till then the purchaser shall have the right to repudiate such arrangements.
- 3.0 Unless otherwise agreed to between the Purchaser and the Contractor, the contractor within 21 days after written notice of the acceptance of the tender from the date it has been posted to the Contractor, deposit with NALCO/any of NALCO's constituents Units/Projects as the case may be, in cash or the equivalents Government Securities or approved Banker's Guarantee Bond a sum equal to the agreed amount of deposit as security for the due fulfilment of the Contract. No claim shall lie against the Purchase in respect of interest on cash deposits, on Government Securities or depreciation thereof. The Purchaser shall be entitled to deduct from the said deposit any loss or damage which the Purchaser may be put to

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

4.0 DELIVERY:

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

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

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

6.0 EXTENSION OF TIME FOR DELIVERY:

If such failure as aforesaid shall have arisen from any cause which the Purchase may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case and shall forgo the whole or such part as he may consider reasonable of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub

contractor though their employment, may have been sanctioned under condition 14 hereof shall not be admitted as reasonable ground for any extension of time or for exempting Contractor from liability for any such loss or damage as aforesaid.

7.0 INSPECTION NOTICE:

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

8.0 CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT:

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

9.0 EXECUTION OF THE CONTRACT :

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

10.0 CONTRACTOR'S RESPONSIBILITY:

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

11.0 INDEMNITY:

The Contractor shall at all times indemnify the Purchaser against all claims which may be made in respect of the said stores for infringement of any right protected by Patent, Registration of Design or Trade Mark, Provided always that in the event

of any claim in respect of an alleged breach of a Patent, Registered Design or Trade Mark being made against the Purchaser he shall notify the Contractor of the same and the Contractor shall be at liberty but at his own expense to conduct negotiations for settlement or any litigation that may arise there from.

12.0 SUBLETTING OF CONTRACT:

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

13.0 PACKING MATERIALS :

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

14.0 NOTIFICATION OF DELIVERY OF DESPATCH :

Notification of delivery or despatch in regard to each and every consignment, shall be made to the consignee and the indenter immediately upon despatch or delivery. The Contractor shall supply to the consignee a pieced invoice and packing account of all stores delivered or despatched. All damages, containers, bundles and loose material forming part of each and every consignment shall be described fully in the packing account and full details of contents of packages and quantity of materials shall be given to enable the consignees to check the stores on arrival at destination.

15.0 REMOVAL OF REJECTED STORES :

When any stores delivered for inspection at the Consignees depots are rejected on account of default on the part of the Contractor, they shall be removed by the Contractor within 21 days from the date of rejection. Such rejected stores shall lie at the Contractor's risk from the date of such rejection. If not removed within the stipulated period, as mentioned herein before the purchaser shall have the right to dispose of such stores as he thinks fit at the Contractor's risk and on his account. The property in goods shall not pass from the Contractor unless and until accepted by the Purchaser after inspection.

16.0 SYSTEM OF PAYMENT:

100% Payment including full taxes and duties and the freight charges shall be payable against presentation of complete despatch documents to the Deputy General Manager (Finance), National Aluminium Company Limited, Smelter Plant, Angul, Orissa. In case of taxable goods, for availing input tax credit as prescribed under Goods and Service Tax (GST) Act, the vendor must handover transporter's copy of invoice to the carrier along with other relevant documents. The original copy of Tax Invoice under GST should be sent along with the payment documents. The vendor shall comply any modification in the prescribed rules by GST council/ appropriate authority from time to time during execution of the contract. The vendor, shall be responsible to indemnify NALCO for any loss, direct or implied, accrued on account of his failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time. The payment shall be made through e-payment. Bank charges, if any shall be to the account of Buyer. The seller is to furnish bank mandate form for e-payment.

17.0 CLAIMS:

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

18.0 COMMISSION, ETC. :

Any commission, gift of advantage given promised or offered by or on behalf of the Contractor of his partner, agent or servant or anyone on his or their behalf to any Officer, servant, representative or agent of the Purchaser any person on his or their behalf in relation to the obtaining or to the execution of the particular or any other contract with the Purchaser for showing or to bearing to show in our or disfavour to any person in relation to the particular or any other constant is aforesaid shall subject the Contractor to the cancellation of the particular and all or any other contracts as aforesaid and also to payment of any loss r damage resulting from any such cancellation to the like extent as is provided in case of cancellation under clause 6 thereof. Any dispute or difference of opinion arising in respect of either the interpretation, effect or application of this particular condition of contract or the amount recoverable here under from the contractor shall be decided by the purchaser and his decision shall be final and conclusive.

19.0 LAW GOVERNING THE CONTRACT :

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

20.0 HEADINGS:

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

21.0 POWERS:

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

GENERAL CONDITIONS OF CONTRACT (GCC) GOVERNING IMPORT

1.0 PAYMENT:

The documents should be presented to beneficiary's bank within one week of date of issue of the Bill of Lading. The payment, after deduction of agency commission of the Indian agent, if any, will be effected through an irrevocable letter of credit to be established by the buyer on a first class bank in seller's country in favour of the Seller on presentation of the following documents:

- i. Three complete sets of clean bill of lading showing NALCO as consignee and certifying that material has been shipped (and freight paid in case of CFR).
- ii. Three copies of the signed commercial invoices.
- iii. Certificate on quality analysis issued by the manufacturer in quadruplicate certifying that the quality of the material supplied conforms to contractual specifications.
- iv. Seller's certificate of guarantee in quadruplicate guaranteeing quality of material with regard to specifications, grade consistency etc., stating that material is free from all patent and latent defects and faults on account of material manufacture and work-ship.
- v. Certificate in quadruplicate from agency, which would be indicated in specific terms and conditions of order, specifying sampling testing and quantity measurement methods adopted for testing at the loading port, indicating test results and quantity shipped and confirming that materials shipped is as per the ordered specifications.
- vi. Certificate regarding country of origin in goods.
- vii. Certified copies of the cable sent by the seller notifying the buyer and its concerned branches (indicated in Clause No. 5 & 10 hereafter) the following details immediately after shipment.
 - (a) Name of the commodity
 - (b) Quantity shipped
 - (c) Total invoice value
 - (d) Name of carrying vessel
 - (e) Port of Loading
 - (f) Port of Unloading
 - (g) Date of departure of vessel
 - (h) ETA at port of discharge

- (i) Bill of Lading No. and date
- (j) Order No. and date.
- viii. Seller's certificate to the effect that (a) non-negotiable copy bill of Lading and (b) Other documents have been despatched by airmail to the Buyer and its concerned branches (indicated in clause Nos. 5 & 8.4 within 48 hours of shipment of material).
- ix. Seller's certificate to the effect that the requisite performance Guarantee Bond, in Buyer's standard proforma has been executed by them as well as their Bankers and the number of PBG so executed and has been despatched on (date to be indicated) through Registered Airmail to the Buyer.

2.0 AGENCY COMMISSION:

The agency commission as specified in the offer, if the offer has been submitted through an Indian agent, will be paid in Indian Rupees by Buyer to the Indian agent after receipt of material at the Buyer's works at Angul, Orissa (India) Bills for payment may be submitted to Group General Manager (Materials), NALCO, NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-13. The exchange rate shall be as applicable on the date of negotiations of documents under the L/C.

3.0 INSPECTION OF MATERIAL :

Company reserves the right to have joint inspections of the material in manufacture's works and at the loading port. Sampling, testing and certification of quality and quantity shall be got carried out by the seller at his cost at the port of loading from any internationally reputed surveyor/analyse (Acceptable to the buyer).

In case material is certified by Inspection Agency as per ordered specification, three sealed samples of two kgs each should be sent through Ship's Master for delivering to buyer at discharge port.

4.0 PORT OF DISCHARGE:

VISHAKHAPATNAM PORT (INDIA)

5.0 SHIPPING DOCUMENTS:

Two copies of the following non-negotiable shipping documents should be airtailed/ courier within 48 hours of shipment to National Aluminium Company Ltd., Bhubaneswar and one copy to the Assistant General Manager (Finance), Smelter, National Aluminium Co. Ltd., Angul Dist, Orissa (India) and one copy to the buyer M/s. National Aluminium Company Ltd., P/1, Nayapalli, Bhubaneswar-751 013. So that non-negotiable shipping documents reach the buyer's Visakhapatnam Office at least six days before arrival of the ship at the port of discharge.

- (a) Bills of lading.
- (b) Signed invoices
- (c) Certificate regarding country of origin of material.
- (d) Certificate of quality analysis issued by manufacture.

- (e) Certificate of sampling, analysis and quantity at loading port issued by agency nominated by Buyer.

In case the above non-negotiable documents do not reach Buyer's Bhubaneswar Office at least six days before arrival of ship or original documents are submitted to the beneficiary's bank within one week of the date of charter party bill of lading the seller will be responsible for all consequences arising on account of delay in receipt of negotiable/non-negotiable document.

6.0 ADVANCE INTIMATION:

Immediately after the shipment, the Seller should notify the Buyer at Bhubaneswar by a cable the name of the ship, date of sailing from the port of loading, weight, value of cargo shipped and expected time of arrival of the ship at the port of discharge from time to time under this contract.

7.0 ENDORSEMENT OF ORIGINAL BILLS OF LADING :

The original bills of lading in triplicate should be endorsed by the shipper with their rubber stamp.

8.0 SHIPPING:

- 8.1 All shipment of materials shall be made by first class direct vessels, through the shipping co-ordination committee as per procedure detailed hereunder. The Seller shall arrange with vessels owner for Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate the handling and off loading at the port of destination and to avoid any over carriage at the port of discharge. All shipments shall be made under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of National Aluminium Company Limited or order and the notify column should indicate (National Aluminium Company Limited.)

All columns in the body of the Bill of Lading namely marks and numbers, material description, weight particulars etc should be filled in accurately and such statements should be uniform in all the shipping documents, the freight particulars should be uniform in all the shipping documents, the freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge discount etc, clearly and separately and the net total freight payable shown at the bottom.

8.2 SHIPPING DOCUMENTS:

All documents viz. Bill of lading, Invoices, packing list, Freight Memos, Country of origin certificate, Test Certificates, Drawings and catalogues should be in English Language. In addition to the bill of lading which should be obtained in 3 stamped original plus as many copies as required, invoices packing lists, freight memos (if the

freight particulars are not shown in the bill of lading) Country of origin certificate, test composition certificate shall be made out against each shipment in as many number of copies as shown below. The bill of lading, Invoice and packing list specifically must shown uniformly the marks and numbers, contents casewise, country of origin, consignees name, port of destination and all other particulars. The invoice must show the unit rates and net total CFR prices. Items packed separately should also be invoiced and the value shown accordingly . Packing list must show apart from other particulars, actuals contents in each case, net and gross weights and dimensions and the total number of packages. All documents should be duly signed by the Sellers authorised representative.

8.4 TRANSMISSION OF SHIPPING DOCUMENTS :

Seller shall obtain the shipping documents in eleven complete sets including three original stamped copies of the bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessel's arrival.

Seller shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

Distribution of shipping documents shall be as under :-

- (a) Original Bill of lading along with one copy each of invoice, packing list, freight memo, country of origin certificate and test certificates through Bank of Nalco, Bhubaneswar.
- (b) Two copies of each documents mentioned at (a) to NALCO, Bhubaneswar.
- (c) Two copies of each documents mentioned at (a) to NALCO Bhubaneswar.

9.0 INSURANCE:

Insurance shall be arranged by the Buyer at his cost from the F.O.B stage/port of shipment. At least two weeks before shipment, the Seller shall send an advance intimation to:

M/S THE ORIENTAL INSURANCE COMPANY LIMITED
5149, LEWIS ROAD,
BHUBANESAWR,
ODISHA - 751014
CONTACT PERSON: MR. AMARESH ROUT
MOB: +91 82801 71110
E-MAIL: amaresh.rout@orientalinsurance.co.in

With a copy to the Buyer at Bhubaneswar regarding anticipated shipment. Later on, within 48 hours of each shipment, the seller shall send a cable to Insurance Company and buyer intimating full details of shipment giving contract No. Name of Vessel, Port of shipment, Port of discharge, material weight, total value of shipment so that Insurance Company shall issue necessary insurance policy for the shipped material against Buyer's Open Policy.

10.0 TAXES, DUTIES/BANK CHARGES ETC.

All taxes, duties, levies on material bank charges etc. present and future in Buyer/Seller's countries will be to their respective account. Charges for opening of Letter of Credit will be borne by the Buyer. Charges for extension/amendment of Letter of Credit will be to the account of the party who asks for such extension/amendment.

11.0 QUALITY OF MATERIAL:

The quality of the material will be strictly as per the ordered specifications. In case, material is not as per the ordered specifications, the seller shall replace the off grade material with the material of ordered quality as stipulated in Clause No. 24.0 in Annexure-D.

12.0 EXPORT LICENCE:

If any export licence to export the material is required, the Seller shall approach the appropriate authority of their government for grant of the requisite export licence within 7 (seven) days on receipt of the order.

13.0 REPLACEMENT:

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

14.0 LEGAL INTERPRETATION :

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

15.0 EXECUTION :

The whole order will be executed to the entire satisfaction of the buyer.

UNPRICED BID PROFORMA FOR INDIGENOUS OFFER

1.	Offer of M/s. (Name & Complete Address of Bidder) Fax No. Telex No. Telephone No. E-mail Address Cable Address Contact Person Name of the CEO of the Company	
2.	Name and Address of the Manufacturer along	
(i)	with Telephone No., Fax No., Email No. and Contact Person.	
(ii)	Location of the plant from where supplies shall be made.	
(iii)	Annual production capacity	
(iv)	Quantity booked by Supplier (Present orders with the supplier for all customers)	
(v)	Please confirm you/manufacturer are having factory license /consent given by Pollution Control Board to operate/ acknowledgement by SIA / other statutory clearances.	
(vi)	Please confirm you have submitted authorization letter of your manufacturer in the unpriced bid.	
(vii)	Please confirm that the letter from manufacturer regarding allocation of quantities has been submitted along with unpriced bid.	
3.	Whether specification of the material	
(a)	offered is strictly as per Annexure-B of Tender Notice.	

(b)	If yes, give details of the results of typical sample analysis and Code/Standard adopted for sampling and analysis along with guaranteed specifications of each parameter of material as per proforma given in the right side in a separate sheet	Typical sample analysis	Your Guaranteed specification against each parameter of Nalco's specification with test Method	Code/ standard adopted for sampling & analysis
(c)	Please Confirm acceptance to method of testing & sampling shall be as per Annexure – B & C.			
(d)	Bidders/Manufacturers to submit technical literature about the process of manufacture of material, brochure of manufacturer along with the unpriced bid	Submitted/Not submitted		
(e)	Bidder (Manufacturer) or a bidder (Other than manufacturer) offering material from a manufacturer from whom material (LBD AIF3) has not been supplied and accepted by NALCO, are required to submit a representative sample of material proposed to be supplied in a sealed package of 2 Kg duly labelled identifying the manufacturer and manufacturer's analysis certificate. Please confirm. Alternatively such bidders, are required to submit test certificate from GoI/NABL/BIS approved laboratory or reputed international third party agencies like Lloyds/SGS/Moody International/AlmiConseil/Shin Nihon Kentei Kyokai, conforming the specification of offered ALF3, along with the tender.	Submitted/Not applicable		
4.	Validity of the offer (Minimum 90 days from date of Opening of Unpriced bid)			
5 (i).	Quantity offered.			
(ii)	Confirm acceptance to our Clause No. 4.0 of Annexure-E regarding Quantity.			

(iii)	Please confirm material shall be supplied packed in new LDPE/HDPE lined 50 KG bags/LDPE lined gunny bags/ palletized 50 Kg Paper Bags with internal polyethylene foil or 1 MT/1.5 MT/800 Kg HDPE Jumbo bags. However, efforts may be made to supply material in 800 Kg. HDPE Jumbo bags, which is preferable over 50 Kg./1 MT /1.5 MT bags.			
6.(i)	Indicate monthly committed rate of supply			
(ii)	Transit Time from your Plant to our Smelter Plant, Angul.			
(iii)	Capacity of each truck			
7.	Please furnish production and supply experience for last two years 2021-2022 & 2022-2023 (2021 & 2022) with quantity and customer details.	Year	Production	Supply Experience
		Total		
8.	(a) Please give Turnover Information for last three years 2020-2021, 2021-2022 & 2022-2023 (Or 2020, 2021 & 2022) along with balance sheet for each year.	Year	Turnover in Rs.	Whether balance sheet submitted
		Total		
	(b) Please confirm the net worth of last financial year 2022-2023 (Or 2022)			
9.	Please confirm that production, supply, experience figures & production capacity as mentioned above duly certified by a chartered accountant/ chartered engineer has been submitted along with Unpriced Bid (Part-I Bid).			
10.	Please confirm "The bidders, who have Pending order with NALCO as per delivery schedule, will be required to execute the undelivered quantity completely within the PO delivery date before commencing supply			

	against new order in the current tender. A specific confirmation to this effect must be given by the bidders in the techno-commercial bid, failing which the offer of the bidder will not be considered"	
11 (a)	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).	
(b)	Confirm percentage of local content for the offered goods.	
(c)	Confirm, Certificate for local content from statutory auditor or cost auditor of the company or form a practicing cost accountant or practicing chartered accountant.	
12.	Please Confirm acceptance to sampling & Pre-shipment inspection as per Clause No. 8.0 of NIT.	
13. (a)	Confirm quoted prices are based on FOR Destination i.e. NALCO Smelter Plant Angul basis, including charges for packing, loading, forwarding and freight charges but excluding insurance and applicable tax.	
(b)	Confirm firm freight charges have been included in quoted price for delivery by road transport at Smelter Plant.	
14.	Confirm that quoted prices under will remain firm and fixed till complete execution of the order.	
15.	Any other condition mentioned in priced bid BOQ should be mentioned here. Otherwise offer shall be liable for rejection.	
16.	Confirm the currency of the quoted price	
17.	(i) Indicate present rate of GST (Goods and Services Tax) applicable separately. (ii) Please confirm that same is excluded from the quoted price in Price Bid or BOQ in CPP portal.	
18.	Confirm transit insurance is excluded in your quotation.	
19.	Confirm the HSN code for the offered material	

20.	Confirm requisite Bank Guarantee/Demand Draft/RTGS Details towards EMD has been submitted.	In case of BG :			
		BG No.	BG Date	Issuing Bank	Validity Date
		In case of DD.			
		DD No.	DD Date	Issuing Bank	Validity Date
21.	Confirm that Performance Bank Guarantee for 5% of order value will be furnished as per conditions mentioned at clause 14.0 of Annexure- E of NIT NIT & as per proforma enclosed in the tender.	In case of RTGS/NEFT			
		UTR No.	Amount	Issuing Bank	Date payment
22.	Indicate shortest period commencement of despatch from date of fax order/ Letter of intent if placed. Date of entry of AIF3 Truck in NALCO's Smelter plant will be considered for supply against schedule and as well as implication of LD.				
23.	(a) Confirm acceptance of Liquidated Damages for delay in deliveries specified in Clause 15.0 of Annexure- E of NIT. (b) Confirm acceptance for penalty in case of non-supply of material within the PO delivery date as specified in Clause 15.0 of Annexure-E of NIT.				
24.	Confirm specific acceptance to our Clause No. 18.0 of Annexure- E of NIT, covering the operation Risk Purchase clause.				
25.	Confirm acceptance to payment terms as per Clause No. 20.0 of Annexure- E of NIT.				
26.	Confirm acceptance to Clause No. 27.0 of Annexure- E of NIT covering Termination of contract.				
27.	Confirm acceptance of part order.				

28.	Please confirm that Compliance certificate towards beneficiary relationship as per the OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure (Procurement Policy Division), have been submitted along with the Part-I i.e. Unpriced Bid (Ref. clause no. 25 of Annexure-D of NIT).	
29.	<p>(a) Please furnish the list of your Allied Firms/inter-related firms, if any.</p> <p>(b) Please confirm whether you or your allied firms, if any,</p> <ul style="list-style-type: none"> - have failed to execute the pending order with NALCO and CPBG has been encashed or - have not settled NALCO's claim against Risk & Cost Notice or - have been banned and / suspended for business by NALCO. <p>Note: - For determination of allied firms/inter-related firms, factors as mentioned at clause no. 14.0 of Annexure- D of Tender Notice, are to be considered.</p>	
30.	<p>Please confirm the following in regards to your relationship with other participating bidders in the tender i.e. whether you have-</p> <p>i) Controlling partner(s) in common;</p> <p>ii) Received any direct or indirect subsidy/financial stake from any of them;</p> <p>iii) Same legal representative/agent for purposes of this bid;</p> <p>iv) Relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder;</p> <p>v) Participated in more than one bid in this bidding process.</p> <p>vi) Holding company having more than one independently manufacturing units, or more</p>	<p>(i) Yes/No</p> <p>(ii) Yes/No</p> <p>(iii) Yes /No</p> <p>(iv) Yes/ No</p> <p>(v) Yes/ No</p> <p>(vi) Yes/ No</p>

	more than one unit having common business ownership/ management and are participating in the tender	
31.	<p>(a) If SSI Unit/ MSE (Micro & Small Enterprise), please confirm whether registration certificate with NSIC/ NALCO/DGS&D submitted.</p> <p>(b) If MSE unit, "Udyam Registration No." as per the notification no. 2/1(5)/2019-P&G/Policy (pt. IV) dated 06.08.2020 issued by Ministry of MSME.</p> <p>(c) If "Start-ups" organization recognized by DIIPP, confirm the certificate no. and submit the "Certificate of Recognition".</p>	<p>(a) Yes/ No</p> <p>(b)</p> <p>(c)</p>
32.	Confirm acceptance to all other terms and conditions mentioned in the tender.	
33.	In case of reservation to any terms and conditions of tender confirm clause-wise comments have been specified.	
34.	Please confirm that along with the Unpriced bid you have submitted a copy of price bid proforma with price figure deleted	
35.	Confirm SA-8000 Proforma duly filled in submitted	
36.	Please confirm requisite affidavit & litigation history as per clause 25 of Annexure- E of NIT, has been submitted	
37.	(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) form 01.07.2021 to NALCO in the Invoices/Bills raised on NALCO for supply of ALF3 as per the provision explained above.	
38.	For Agents: (i) Please confirm you are an Agent of your principal. (ii) If yes, please confirm necessary documentation as per Annexure- P is submitted.	
39.	Please confirm that you shall comply any modification in the prescribed rules by GST council/ appropriate authority from time to time during execution of the contract.	
40.	The vendor, shall be responsible to indemnify NALCO for any loss, direct or implied, accrued on account of his failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time. Please confirm	
41.	Copy of Pan Card of your company submitted.	
42.	Please confirm pre-contract integrity pact as per Annexure O submitted.	
43.	Please confirm that declaration as per clause no. 31.0 of Annexure-E has been submitted.	
44.	We confirm	
(a)	We have read the Buyer's terms and conditions for contained in their Tender Notice and also their General Terms and Conditions indigenous Purchase and Instructions to Tenders and hereby agree to abide by the same.	
(b)	The firm delivery schedule as well as other information for delivering the material stated above forms an integral part of this offer.	

Signature of the Bidder

PLACE:

Name:

DATE:

Designation:

Seal:

UNPRICED BID PROFORMA FOR OVERSEAS OFFER

1.	Offer of M/s. (Name & Complete Address of Bidder) Fax No. Telex No. Telephone No. E-mail Address Cable Address Contact Person : Name of the CEO of the Company :	
2.	Name & Complete Address of Supplier/ Principal Fax No. Telex No. Telephone No. E-mail Address Cable Address Contact Person : Name of the CEO of the Company :	
3. (i)	Name and Address of the Manufacturer along with Telephone No., Fax No., Email No. and Contact Person.	
(ii)	Location of the plant from where supplies shall be made.	
(iii)	Annual production capacity	
(iv)	Quantity booked by Supplier(Present orders with the supplier for all customers)	
(v)	Whether Authorisation letter of manufacturer is enclosed for offered quantity for supply during the contractual period.	
(vi)	Please confirm that you are having valid factory license/ consent given by Pollution Control Board to operate / acknowledgement by SIA & other statutory clearances.	

4.	Name and address of the Indian Agent (if any).			
5 (a)	Whether specification of the material offered is strictly as per Annexure-I of Tender Notice.			
(b)	If yes, give details of the results of typical sample analysis and Code/Standard adopted for sampling and analysis along with guaranteed specifications of each parameter of material as per proforma given in the right side in a separate sheet	Typical sample analysis	Your Guaranteed specification against each parameter of Nalco's specification with test Method	Code/ standard adopted for sampling & analysis
(c)	Please Confirm acceptance to method of testing & sampling shall be as per Annexure – B & C			
(d)	Bidder/Manufacturers to submit technical literature about the process of manufacture of material, brochure of manufacturer along with the tender	Submitted/Not submitted		
(e)	Bidder (Manufacturer) or a bidder (Other than manufacturer) offering material from a manufacturer from whom material (LBD AIF3) has not been supplied and accepted by NALCO, are required to submit a representative sample of material proposed to be supplied in a sealed package of 2 Kg duly labelled identifying the manufacturer and manufacturer's analysis certificate. Please confirm. Alternatively such bidders, are required to submit test certificate from GoI/NABL/BIS approved laboratory or reputed international third party agencies like Lloyds/SGS/Moody International/AlmiConseil/Shin Nihon Kentei Kyokai, conforming the specification of offered ALF3, along with the tender.	Submitted/Not applicable		
6.	Validity of the offer (Minimum 90 days)			
7 (i).	Quantity offered.			
(ii)	Confirm acceptance to our Clause No. 4.0 regarding Quantity.			

(iii)	Please confirm material shall be supplied packed in new LDPE/HDPE lined 50 KG bags/LDPE lined gunny bags/ palletized 50 Kg Paper Bags with internal polyethylene foil or 1 MT/1.5 MT/800 Kg HDPE Jumbo bags for shipment in containers. However, efforts may be made to supply material in 800 Kg. HDPE Jumbo bags, which is preferable over 50 Kg./1 MT /1.5 MT bags.	
8.(i)	Confirm price has been quoted on CFR Visakhapatnam Port (INDIA) on full liner term basis. Please note price to be given on shipment by containers basis.	
(ii)	Please indicate the size of the Container.	
(iii)	Please indicate quantity in MT to be loaded in each container.	
9.(a)	Confirm CFR prices will remain firm & fixed till completed execution of order.	
(b)	Any other condition mentioned in price bid should be mentioned here. Otherwise offer shall be liable for rejection.	
(c)	Confirm the currency of the quoted price.	
10(i)	Whether agree for preshipment inspection for sampling, analysis and weighment by an Independent Surveyor, acceptable to the buyer at Seller's Cost.	
(ii)	Please indicate the name of Independent Surveyor for buyer's acceptance	
(iii)	Whether agree for preshipment sampling, analysis and weighment of material at manufacturer's work by Buyer's Representative at Seller's Cost, if and when considered necessary.	
(iv)	Whether agree for joint survey at seller's cost in case of any discrepancy found at the receiving point of Buyer's plant in India and prorata cost appropriation and/or rejection of material by the Buyer if discrepancy is confirmed.	
(iv)	Confirm acceptance to sampling, testing as per Clause No. 8.0 of Annexure- E of NIT.	

11.	Please give Turnover Information for last three years 2020-2021, 2021-2022 & 2022-2023 (Or 2020, 2021 & 2022) along with balance sheet for each year separately.	Year	Turnover in USD	Whether balance sheet submitted
		Total		
12.	(a) Please furnish production and supply experience for last two years 2021-2022 & 2022 -2023(Or 2021 & 2022) with quantity and customer details.	Year	Production	Supply Experience
		Total		
	(b) Please confirm the net worth of last financial year 2022-2023 (Or 2022).			
13.	Please confirm "The bidders, who have Pending order with NALCO as per delivery schedule, will be required to execute the undelivered quantity completely within the PO delivery date before commencing supply against new order in the current tender. A specific confirmation to this effect must be given by the bidders in the techno-commercial bid, failing which the offer of the bidder will not be considered"			
14.	<u>FIRM SHIPMENT SCHEDULE</u>			
(i)	Minimum period for CFR delivery for 1 st shipment from date of order.			
(ii)	Please indicate shipment schedule for quantity offered along with lot size. Please note, buyer shall have option to take shipments any time within 6 months from the date of order.			
(iii)	Transit Time from Port of Loading to Port of Discharge at Visakhapatnam Port, India.			
(iv)	Please indicate port of Loading & Load Port details including restriction if any.			
15.	Confirm requisite Bank Guarantee/Demand Draft/RTGS Details towards EMD has been submitted.	In case of BG :		
		BG No.	BG Date	Issuing Bank
				Validity Date
		In case of DD.		

		DD No.	DD Date	Issuing Bank	Validity Date
		In case of RTGS/NEFT			
		UTR No.	Amount	Issuing Bank	Date of payment
16.	<p>Confirm that Performance Bank Guarantee for 5% of order value will be furnished as per conditions mentioned at clause 14.0 of Annexure- E of NIT & as per proforma given in the tender.</p> <p>Indicate Name & address of your banker</p>				
17.	<p>(a) Confirm acceptance of Liquidated Damages for delay in deliveries specified in Clause 15.0 of Annexure- E of NIT.</p> <p>(b) Confirm acceptance for penalty in case of non-supply of material within the PO delivery date as specified in Clause 15.0 of Annexure-E of NIT.</p>				
18.	Confirm specific acceptance to our Clause No. 18.0 of Annexure- E of NIT covering the operation Risk Purchase clause.				
19.	Confirm acceptance to payment terms as per Clause No. 20.0 of Annexure- E of NIT (LC or CAD).				
20.	Confirm acceptance to Clause No. 27.0 of Annexure- E of NIT covering Termination of contract.				
21.	Confirm acceptance of part order.				
22.	Please confirm that Compliance certificate towards beneficiary relationship as per the OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure (Procurement Policy Division), have been submitted along with the i.e. Unpriced Bid (Ref. clause no. 25 of Annexure-D of NIT).				
23.	<p>(a) Please furnish the list of your Allied Firms/inter-related firms, if any.</p> <p>(b) Please confirm whether you or your allied firms, if any,</p> <ul style="list-style-type: none"> - have failed to execute the pending order with NALCO and CPBG has been encashed or - have not settled NALCO's claim against 				

	<p>Risk & Cost Notice or</p> <ul style="list-style-type: none"> - have been banned and / suspended for business by NALCO. <p>Note: - For determination of allied firms/inter-related firms, factors as mentioned at clause no. 14.0 of Annexure- D of Tender Notice, are to be considered.</p>	
24.	<p>Please confirm the following in regards to your relationship with other participating bidders in the tender i.e. whether you have-</p> <ul style="list-style-type: none"> i) Controlling partner(s) in common; ii) Received any direct or indirect subsidy/financial stake from any of them; iii) Same legal representative/agent for purposes of this bid; iv) Relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder; v) Participated in more than one bid in this bidding process. vi) holding company having more than one independently manufacturing units, or more than one unit having common business ownership/ management and are participating in the tender 	<p>(i) Yes/ No</p> <p>(ii) Yes/ No</p> <p>(iii) Yes/No</p> <p>(iv) Yes/No</p> <p>(v) Yes/No</p> <p>(vi) Yes/No</p>
25.	Confirm the HSN code for the offered material.	
26.	Confirm acceptance to all other terms and conditions mentioned in the tender.	
27.	In case of reservation to any terms and conditions of tender confirm clause-wise comments have been specified.	
28.	Please confirm that along with the Unpriced bid you have submitted a copy of price bid proforma with price figure deleted.	

29.	Confirm SA-8000 proforma duly filled in submitted.	
30.	Please confirm requisite affidavit & litigation history as per clause 25.0 Annexure- E of NIT submitted.	
31.	Pl. confirm whether antidumping duty shall be borne by you (Refer Clause No. 4.2 of NIT).	
32.	Pl. confirm safe guard duty shall be borne by you (Refer Clause No. 4.2 of Annexure- E of NIT).	
33.	For Agents : (i) Please confirm you are an Agent of your principal. (ii) If yes, please confirm necessary documentation as per Annexure- P is submitted.	
34.	Confirm pre-contract integrity pact as per Annexure O submitted.	
35.	Please confirm that you will submit Tax Residence Certificate if required.	
36.	Please confirm that declaration as per clause no. 31.0 of Annexure-E has been submitted.	
37.	We confirm	
(a)	We have read the Buyer's terms and conditions for contained in their Tender Notice and also their General Terms and Conditions governing Import Purchase and Instructions to Tenderers and hereby agree to abide by the same.	
(b)	The firm delivery schedule as well as other information for delivering the material stated above forms an integral part of this offer.	

Signature of the Bidder

PLACE:

Name:

DATE:

Designation:

Seal:

ANNEXURE-J**PROFORMA FOR PRICE EVALAUTION FOR INDIGENUOUS VENDORS**

Sl. No.	Element of price	Rs. /PMT
1	Firm PRICE on FOR NALCO Smelter plant, Angul Basis excluding freight (Ex-Works +Packing + Bagging Charges + Loading & Forwarding charges) In Figures in Rs. /MT	
2	Firm freight for delivery from Ex-works to NALCO, Smelter Plant, Angul, for in Rs. /MT	
3	FOR Destination price i.e. NALCO Smelter Plant, Angul basis (1+2)	
4	GST (Goods and Services Tax) as applicable on 1 above	
5	Total (3+4)	
6	Less ITC- Input Tax Credit (4 above)	
7	Net Landed (Net of ITC) (5-6)	

Note: - Present GST rate is to be indicated by bidder in Unpriced Bid format, however, actual rate prevailing at the time of evaluation will be applicable.

ANNEXURE-K**PROFORMA FOR PRICE EVALAUTION FOR OVERSEAS VENDORS**

Sl. No.	Element of price	USD /PMT
1	Basic price (in USD/MT) of CFR, Visakhapatnam Basis	
		Rs./PMT
2	Basic price (in Rs./MT) of CFR, Visakhapatnam Basis considering 1 USD = Rs.....(As per Reserve Bank of India Exchange Rate on Part-II (Priced) bid opening date)	
3	Custom Duty @ 7.5% (On 2+3)	
4	Sub-total-I (2+3)	
5	Social Welfare Cess @ 10% (i.e. on 3)	
6	Sub-total-II (4+5)	
7	I GST @ 18 % (On 6 above)	
8	Sub-total-III (6+7)	
9	Custom Clearance, Storage & Handling and CHA charges @ 322/- per MT(For supply in 1/ 1.5 MT Jumbo bags)	
10	I GST @ 18% on 9 above	
11	Transportation charges from Visakhapatnam to Smelter Plant Site, Angul (Odisha) @ Rs. 2111.11 per MT (Trailer load)	
12	GST @ 12% on transportation charges (11 above)	
13	Loading of 0.37% of CFR price, towards time taken for receipt of import consignment at NALCO Smelter Plant, Angul from the date of release of payment	
14	Sub-total-IV(8+9+10+11+12+13)	
15	Less ITC (i.e. 7+10+12 above)	
16	Net Landed (Net of ITC) (14-15)	

Note: - The duties and taxes indicated are as prevailing at present, however, actual duties and taxes prevailing at the time of evaluation will be applicable.

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
• <u>Permanent</u>		
• 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

ANNEXURE-M(I)

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed on non-Judicial stamped paper of appropriate value)

B.G. No _____

Date _____

WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at _____ (hereinafter referred as "The Owner/ Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper vide its Tender No. for..... (herein after called "the said tender") to M/s. (hereinafter called "the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. _____ (Rupees _____ only) towards earnest money in lieu of cash.

2. We _____ Bank having its branch office at _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any terms and conditions contained in the said tender or failure to accept the letter of Intent/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependant or conditional on the owner proceeding against the tenderer(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.

5. We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ (Rupees _____ only) us and shall remain in force till _____ unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liability under this guarantee.

8. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at (Bank name, addrees , Branch, Bhubaneshwar, -751XXX)

9. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).

Date: _____ Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly

Authorised person

on behalf of the Bank

With seal & signature code

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

LIST OF STANDARDISED BANKS

SCHEDULED PUBLIC SECTOR BANKS(INDIAN)

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

(Nineteen banks)

SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

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)

List of Foreign Banks

1.	Abu Dhabi Commercial Bank Limited	BIC	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.		BSON BD DH
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)

Guidelines for submission of EMD online [For Tenders of CORPORATE OFFICE]

□ As per the Government of India's direction for Digital Transactions, NALCO may prefer to receive EMD Amount of Tenders by NEFT/RTGS/E-Transfer.

□ Bidder(s) submitting the EMD Amount through NEFT/RTGS/E-Transfer mode shall fill-up the details of Annexure- M -(II) after making the payment of EMD.

□ The signed soft copy of the duly filled in Annexure- M -(II) along with Transaction slip/receipt of the Bank has to be submitted by the Bidder(s) on the same day of payment to NALCO by email to purna.gummadi@nalcoindia.co.in & pavan.babar@nalcoindia.co.in.

□ A copy of the Annexure- M -(II) and Transaction slip/receipt of the Bank shall also be submitted along with Tender Document in Techno-Commercial Documents.

□ In case, Bidder is participating in more than one Tender, payment of EMD shall be made separately for each Tender.

* * *

ANNEXURE-M (II)

ANNEXURE FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT [E.M.D.] in
INR Currency

PART - A**DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO	NBC/MM/GTN/LBD/ALF3/2024/01
2)	DATE	28/02/2024
3)	DESCRIPTION OF TENDER	Procurement of 4,100 - 5,400 MT +/- 5% of Aluminium Fluoride
4)	EMD AMOUNT (IN RS)	Rs. 25,00,000/- or Rs. 2,50,000/- (As applicable as per NIT)
5)	SBI ACCOUNT NO	10044880013
6)	SBI BRANCH CODE	09817
7)	SBI IFSC CODE	SBIN009817

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

1)	NAME OF THE PARTY	
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	

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: abhimanyu.padhi@nalcoindia.co.in and pavan.babar@nalcoindia.co.in.

**ANNEXURE FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT [E.M.D.] in
USD Currency**

PART - A (DETAILS TO BE FURNISHED BY NALCO)

1)	TENDER NO	NBC/MM/GTN/LBD/ALF3/2024/01
2)	DATE	28/02/2024
3)	DESCRIPTION OF TENDER	Procurement of 4,100 - 5,400 MT +/- 5% of Aluminium Fluoride
4)	EMD AMOUNT (IN USD)	As per NIT
5)	SBI ACCOUNT NO	10229910358
6)	SWIFT CODE	SBININBB119
7)	BANK NAME & DETAIL	STATE BANK OF INDIA, COMMERCIAL BRANCH, BHUBANESWAR

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

1)	NAME OF THE PARTY	
2)	NALCO VENDOR CODE	(FOR EXISTING VENDOR)
3)	AMOUNT REMITTED	
4)	DATE OF DEPOSIT	
5)	NAME OF BANK & BRANCH	
6)	SWIFT MESSAGE	(ENCLOSE COPY)
7)	DATE	

Note: The format duly filled-in shall be sent, along with proof of remittance (Swift details), on the same day of remittance, by email to: abhimanyu.padhi@nalcoindia.co.in and pavan.babar@nalcoindia.co.in.

PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY
SELLER/CONTRACTOR

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

B.G. No _____

Date _____

WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at _____ (hereinafter called "the Company/Owner") which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has entered into a contract with M/s. _____/ has placed a purchase order on M/s. _____ (hereinafter referred to as "Contractor(s)/Seller(s)") which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for on the terms and conditions as set out inter alia, in the company contract No/P.O. No..... dt..... and various documents forming part their of herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and where as the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/sub-contractors.

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

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

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the contractor(s)/Seller(s)

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.

5. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.

6. We Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor(s)/ Order(s) or to extend time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s)/Seller(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ (Rupees _____ only) and shall remain in force till _____ unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liability under this guarantee.

8. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at (Bank name, addrees , Branch, Bhubaneshwar, -751XXX)

9. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).

Date:

Corporate Seal of the Bank

.....Bank
By its constitutional Attorney
Signature of duly
Authorised person
on behalf of the Bank
With seal & signature code

- i) B.G.s to be Furnished from any of the banks listed as per Annexure.
- ii) In the case of Foreign currency BGs, BG issuing bank must have correspondent relationship with State Bank of India.

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 and Sind Bank
14. Punjab National Bank,
15. State Bank of India
16. Syndicate Bank
17. UCO Bank
18. Union Bank of India
19. Vijaya Bank.

(Nineteen banks)

SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

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)

List of Foreign Banks

1. Abu Dhabi Commercial Bank Limited
2. Australia & New Zealand Banking Group Limited
3. Bank of America NA
4. Bank of Bahrain and Kuwait B.S.C.
5. Bank of Ceylon
6. Barclays Bank PLC
7. BNP Paribas
8. Citibank N.A.
9. Commonwealth Bank of Australia
10. Credit Agricole Corporate & Investment Bank
11. Credit Suisse AG
12. DBS Bank Ltd.
13. Deutsche Bank AG
14. Doha Bank
15. FirstRand Bank Ltd.
16. Industrial Bank of Korea
17. Industrial & Commercial Bank of China Limited
18. JP Morgan Chase Bank
19. KEB Hana Bank
20. Krung Thai Bank Public Company Ltd.
21. Mashreqbank PSC
22. Mizuho Bank Ltd.
23. National Australia Bank Ltd.
24. Sberbank
25. Shinhan Bank
26. Societe Generale
27. Sonali Bank Ltd.
28. Standard Chartered Bank
29. Sumitomo Mitsui Banking Corporation
30. The Bank of Nova Scotia
31. The Bank of Tokyo-Mitsubishi UFJ, Ltd.
32. The Hongkong and Shanghai Banking Corp.Ltd.
33. The Royal Bank of Scotland PLC
34. United Overseas Bank Ltd.
35. Westpac Banking Corporation
36. Woori Bank

BIC

ADCB AE AA
ANZB AU 3M.
BOFA US 3N.
BBKU BH BM.
BCEY LK LX.
BARC GB 22.
BNPA FR PP.
CITI US 33
CTBA AU 2S.
BSUI FR PP.
CRES CH ZZ.
DBSS SG SG
DEUT DE FF.
DOHB QA QA.
FIRN ZA JJ
IBKO KR SE
ICBK CN BJ
CHAS US 33
KOEX KR SE
KRTN TH BK
BOML AE AD
MHCB JP JT.
NATA AU 33.
SABR RU MM.
SHBK KR SE.
SOGF FR PP.
BSON BD DH
SCBL GB 2L
SMBC JP JT
NOSC CA TT
BOTK JP JT
HSBC HK HH
RBOS GB 2L
UOVB SG SG
WPAC AU 2F
HVBK KR SE

(Thirty Six Banks)

Note: In the case of Foreign currency BGs, BG issuing bank must have correspondent relationship with State Bank of India.

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, 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 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 him 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. _____

1. ENGAGEMENT OF AGENTS:

1.1 Any bidder, hereinafter referred as "Principal", who engages another entity (individual/ firm/ organization) to function, on their behalf, as Agents/ Middlemen/ Intermediary/ Consultants/ Service Providers, hereinafter referred as "Agent", against any tender (single/ limited /open) must disclose the name and address of such an agent in their offer or in course of tendering process prior to the placement of order by NALCO.

1.2 Agent shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status, including the extent of authorization and authority given to commit the Principal, being enjoyed by the agent and the commission/remuneration/salary/ retainer-ship fee being paid by the principal to the agent before the placement of order by NALCO. Wherever the Agent is a foreign company, it shall be confirmed whether it

is real substantial company and details of the same shall be furnished.

1.3 Wherever the Agent have communicated on behalf of their principal, and the principal has stated that they are not paying any commission to the Agent, and the Agent is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the principal before the placement of order by NALCO.

1.4 Agent who submits offer, on behalf of their principal, against a tender must submit Letter of Authority of the Principal specifically authorizing the agent to make such an offer.

1.5 No entity can be allowed to function as agent on behalf of two principals against any particular tender.

1.6 Failure to furnish correct and detailed information as called for in above paragraphs render the concerned offer liable for rejection or in the event of a contract materializing, the same is liable to termination by NALCO. Besides this, there would be a scope for imposing a penalty of banning business dealings with NALCO and/or payment of a named sum as damages.

2. GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS:

2.1 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with NALCO shall apply for registration.

2.2. Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by NALCO

2.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order

3. DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA. IF ANY (FOREIGN NATIONALITY):

3.1. Tenderers of Foreign nationality shall furnish the following details in their offer.

3.2. The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

3.3. The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.

3.4. Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by NALCO in Indian Rupees only.

4. DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY (INDIAN NATIONALITY):

4.1. Tenderers of Indian Nationality shall furnish the following details in their offers.

4.2. The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

4.3. The amount of commission/remuneration included in the price (s) quoted by the Tenderer for himself.

4.4. Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (s), may be paid by NALCO in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .

4.5. In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

4.6 Failure to furnish correct and detailed information as called for in paragraph-4.2 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by NALCO. Besides this there would be a penalty of banning business dealings with NALCO or damage or payment of a named sum.

ANNEXURE-Q**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			
MI CR No							
(9 Digits code number appearing on the MI CR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)							
Account Type	Savings ف		Current ف		Cash Credit ف		
Account Number(as appearing in the Cheque Book)							
RTGS / IFSC Code							

4. Date from which the mandate should be effective :

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

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

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

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

N.B. : RTGS charges if any, is to be borne by the party.**Annexure-IV(continued)**

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

.Dear Sir,

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

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

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

3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

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

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)