

OPEN TENDER FOR PROCUREMENT OF 77,400 DMT +/- 5% CAUSTIC SODA LYE FOR ALUMINA REFINERY AT M&R COMPLEX, DAMANJODI (ODISHA) AND CAPTIVE POWER PLANT(CPP) AT ANGUL (ODISHA)

Sir,

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

1. Notice Inviting Tender (NIT) No. NBC/MM/ OPEN/CSL-02/2024
2. Bidder's Qualifying Criteria (BQC) (Annexure-I)
3. Technical Specification and Quality of Caustic Soda Lye (Annexure- II)
4. Instructions to Bidders (ITB) (Annexure -III)
5. Special Terms of Contract (SCC)- Techno-Commercial Terms & Conditions (Annexure IV)
6. Special terms of contract (SCC) for supplies by ship (Annexure--V)
7. General Conditions of Contract (GCC) (Annexure-VI)
8. Un-priced Bid Pro-forma for indigenous offer (Annexure-VII)
9. Price Evaluation Sheet (Annexure-VIII)
10. Pro-forma for SA-8000 (Annexure-IX)
11. Pro forma for Earnest Money Deposit (Annexure -X)
12. Pro-forma for Performance Bank Guarantee (Annexure-XI)
13. Engagement of Agents: (Annexure-XII)
14. Prescribed Pro-forma for Pre-Contract Integrity pact (Annexure-XIII)

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

Thanking you,

for National Aluminium Company Limited

Signature :

Name : B.D.Mohanty

Designation : ED (Materials)

NOTICE INVITING TENDER NO. NBC/MM/ OPEN/CSL-02/2024

Last Date of bid submission (unpriced and Priced) in GEM Portal: 21.03.2024 , 17:00 Hrs

Date of Opening of Unpriced Bid: 21.03.2024 , 17:30 Hrs

Sir,

With reference to tender document issued herewith, National Aluminium Company Ltd. invites bids through **“Bid to RA”** in GeM (Government e- Market place) portal for procurement of **77,400 DMT (+/-5%)** of Caustic soda Lye for NALCO Refinery Damanjodi and CPP Angul. Hence, we request you to submit your best and firm offer for supply of **77,400 DMT +/- 5%** (on 100% NaOH basis) of CAUSTIC SODA LYE (**77,250 DMT +/- 5%** for Refinery and **150 DMT +/- 5%** for CPP) strictly as per the tender terms & conditions mentioned herein for delivery in six months from the date of Order.

- 1.0** The bids are required to be submitted online in Gem Portal in two parts, i.e. Technical Bid and Financial Bid as per detailed Instructions to Bidders at Annexure-III. **Please note that NALCO will go for reverse auction (Bid to RA) in the GeM portal as per guidelines of GeM.**

You are required to carefully read and understand the instructions of this tender document including Annexure-III before submission of your bid in GeM portal before due date and time. NALCO will not be responsible for any mistake or delay by you in submission of your bid.

Important Points:

- 1. The financial bid is to be submitted on FOR Destination (NALCO's Alumina Refinery, Damanjodi / CPP, Angul) basis including loading, packing and forwarding, freight, other charges and GST. Insurance will be borne by NALCO. This is reiterated that your quoted FOR Destination price in GeM portal should be inclusive of GST.**
- 2. The bids are to be submitted online before the bid due date & time through GeM Portal, by logging into website www.gem.gov.in. In case of any difficulty in submission of online bid through GeM portal, the bidders may contact the helpdesk of GeM portal at their mail ID helpdesk-gem@gov.in or may contact them on **toll free number 1800419436**.**
- 3. For any clarification/ query regarding the tender, bidder may contact the following:**
 - (i) Mr. Pranoy Kumar, DGM(Matls.)** e-mail: pranoy.kumar@nalcoindia.co.in
Mob: +91 9437172068
 - (ii) Mr. BD Mohanty , ED(Matls)** email: bibhu.mohanty@nalcoindia.co.in
Mob: +91 9437561995 Landline: +91 674 230 1235

4. **Only Class-I local suppliers** as defined under order “Public procurement (preference to make in India) order 2017- Revision regarding” dtd. 16.09.2020 of DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce and Industry, GoI; **are eligible to participate against this tender.**

Bidder is required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The certificate should be submitted along with Unpriced Bid (Annexure VII) otherwise there offer is liable for rejection.

5. MSE Bidders are requested to register their **Udyam Registration No.** in GeM portal and submit the same along with technical bid, failing which such bidders will not be considered as MSEs bidder. Also, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012. If the bidder is an start-ups recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India, they must submit the relevant documents along with the technical bid.
6. 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.
7. NALCO shall not take any responsibility for delay in on-line submission of tender after scheduled date & time. Offers incomplete in any respect and not submitted within stipulated date and time will be summarily rejected.
8. While uploading the bid documents in GeM Portal, bidder must ensure that they have uploaded all the required relevant documents (Refer Annexure-III). The online bid document should be legible.
9. 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 bid shall be liable for rejection.
10. Buyer reserves right to procure part or full quantity against this tender. Supplier must indicate the name of the manufacturer(s) whose product is being offered. Manufacturer’s back-up support letter (duly signed and stamped by authorized person) must specify – (i) NALCO’s Tender reference number and date (ii) confirmation that back-up support letter is valid till execution of order, in event of placement of order to the concerned trader-bidder and (iii) confirmation that it cannot be withdrawn prior to expiry of validity of offer of the concerned trader-bidder. In case of multiple back-up manufacturers, back-up support letter as afore mentioned from each manufacturer is to be submitted. Offers of supplier/trader shall not be considered if back up support letter is not accompanied with the offer.

11. However, it would be the sole responsibility of bidder to fulfil the contract, if awarded. The supply experience of bidder for last two years must be furnished. Offers not accompanied by above details are liable for rejection.
12. A bidder may seek clarification regarding the bidding document provisions, bidding process. NALCO shall respond to such queries within a reasonable time.

ANNEXURE-I

BIDDER'S QUALIFYING CRITERIA (BQC):

1. **Bidder must be a Class I local supplier of Caustic soda** as defined in "Public procurement (preference to make in India) order 2017- Revision regarding" dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade (Ministry of Commerce and Industry).

The bidder must provide the certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving percentage of local content confirming that bidder meets the requirement Class-I local supplier.

2. **Minimum Offer Quantity:** The offer of the bidder will be considered only if it can supply a minimum 7,700 DMT. However, a new bidder who have not supplied CS Lye to Nalco in past may offer for minimum 5,000 DMT.
3. **Production & Supply Experience:** All bidders must have production and supply experience of caustic soda of last two financial years 2021-22 and 2022-23. They must submit the production & supply experience of caustic soda for the aforesaid two years duly certified by chartered accountant/chartered engineer or supporting documentary evidence i.e. Invoice copies or B/L matching with declared quantity.

Bidder (other than manufacturer) has to furnish only supply experience of caustic soda of the above mentioned two years and should indicate in their offer, the name of manufacturer(s) from whom they intend to supply Caustic Soda Lye to NALCO along with support letter of manufacturer(s), confirming allocation of quantity for the above tender. In case of multiple back-up manufacturers, back-up support letter as afore mentioned, from each manufacturer is to be submitted.

Offer not accompanied by above details is liable for rejection.

The 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.

Moreover, a new bidder who have not supplied CS Lye to Nalco in past may be considered without past supply experience for ordering up to 5,000 DMT on individual bidder-basis subject to techno-commercial acceptability of their offer and subject to matching of L-1/ negotiated L-1 price. Total order quantity for such bidders shall be limited to 10,000 DMT.

4. **Submission of Sample:** Any bidder, whether old or new supplier to NALCO, offering to supply caustic soda from a new manufacturer other than our enlisted 15 manufacturers

given below will be required to submit **sample in two sealed packages of 2 litres each with manufacturer's test report** along with the tender for technical acceptance accompanied by proof of source of manufacturer. Sample should be duly labeled along with MSDS (Material Safety Data Sheet). The sample should meet the specifications as specified in NIT. Bid without sample shall be rejected.

However, any bidder (old or new) offering to supply from any of our enlisted 15 manufacturers, sample test will not be required.

The findings of Nalco's Refinery Laboratory Damanjodi in context of sample analysis shall be final and binding for acceptance/rejection of the bid.

In case of multiple back-up manufacturers, samples from each back up manufacturer are required to be submitted. Bidders should indicate the name(s) of manufacturer from whom they intend to supply Caustic Soda Lye to NALCO. Acceptance of offer of bidder will be considered for the manufacturer(s) whose sample is considered acceptable. In the event of order placement, such bidder has to supply only from such acceptable manufacturer.

List of 15 Manufacturers are as follows:

- 1) M/s DCW Ltd., Mumbai
- 2) M/s Reliance Industries Ltd., Mumbai
- 3) M/s Chemplast Sanmar ,Chennai
- 4) M/s Grasim Industries Ltd. MP or any other unit of Grasim Industries in India
- 5) M/s Andhra Sugar Ltd. ,Kovvur,A.P
- 6) M/s GACL,Vadodara
- 7) M/s Durgapur Chemicals Ltd., Kolkata
- 8) M/s Gujarat Fluoro-chemicals, Gujarat
- 9) M/s Shriram Alkalies, Gujarat
- 10) M/s Meghmani Finechem,Gujarat
- 11) M/s Tamilnadu Petroproducts Ltd. Chennai
- 12) M/s Nirma Limited Gujarat
- 13) M/s Chemfab Alkalies Pondicherry
- 14) Kutch Chemical Gujarat
- 15) TGV SRAAC Kurnool

5. Average annual financial turnover of the bidder during the last three financial year 2020-21, 2021-22 and 2022-23 should be at least **Rs 27.86 Crores**.

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

Note: In case financial audited statement of the year 2022-23 is not ready in case of any bidder, they can submit their CA certified turnover and net worth report of the year 2022-23. In case of failure to meet any mode of 2022-23 financial statement, their annual financial turnover for the years 2019-20, 2020-21, 2021-22 and net worth statement of

the year 2021-22 may be considered provided they submit a certificate issued by their C.A. that their audited reports for the year 2022-23 is not ready till the date of bidding.

6. Suppliers who have failed to execute Nalco's order due to which their Contract-cum-Performance Bank Guarantee (CPBG) has been en-cashed and suppliers who have not settled Nalco's claim against Risk & Cost procurement shall not be considered against the present tender. The firms who are banned by Nalco will not be considered against the present tender. Allied firms of above suppliers will also not be considered against the present tender.

Failure to meet the above criteria will render the bid to be summarily rejected. Therefore, the bidder shall in his/her own interest furnish complete documentary evidence such as Invoices/Bill of Ladings/RR Copies etc. (wherever required) and annual reports containing audited balance sheet for preceding one year and all other required documentary evidence in the first instance itself, in support of their fulfilling the qualification criteria. Nalco reserves the right to complete the evaluation of the offered bids, based on the details furnished in the bid without seeking any additional information. Bidders will be responsible for the adequacy and authenticity of the documents/information submitted against this tender. In case any information provided by bidder is found to be incorrect or false, the bid will be rejected.

Note: Please refer Annexure III (Instruction to Bidders) for submission of required certificates/ documents.

Annexure-II

TECHNICAL SPECIFICATION AND QUALITY OF CAUSTIC SODA LYE

The quality of the material supplied shall be strictly as per specifications mentioned below.

Important: Please note that valid BIS Registration certificate of manufacturer is to be submitted along with the bid which is mandatory as per the Gazette Notification SO 1468 (E) issued by ministry of Chemicals and Fertilizers dated 03.04.2018.

<u>MATERIAL : MEMBRANE GRADE CAUSTIC SODA LYE</u>		
SN	CONSTITUENT	METHOD OF SAMPLING & TESTING
1	SAMPLING	<p>IS-252-1991, B-2 and all subsequent amendment/revision thereof, One lot sample is drawn from each lot or each consignment.</p> <p>However, for rail tanker of supplier, sample is collected from each wagon.</p> <p>Caustic soda sample from road tanker and rail tanker of supplier is collected as per WIM/OPRN.</p> <p>(No sampling is carried out at Nalco, Damanjodi end for caustic soda received by captive BTCS wagon as it is stock transfer from Nalco, Vizag to Nalco, Damanjodi. However, Nalco, Vizag unit ensures representative samples from upper, middle, bottom and dead bottom of the vessel in 500 ml bottles. Above samples are mixed thoroughly to get a gross composite sample. The composite samples are analyzed as per IS:252/1973 for the parameters like sodium carbonate (Na_2CO_3), Sodium Hydroxide (NaOH), Chloride (NaCl), Sulphate (Na_2SO_4), Silicates (SiO_2) and Iron (Fe). Nalco, Vizag to use correct version of IS i.e IS 252:1991 and any subsequent revision thereof.</p>

2	CAUSTIC SODA LYE SHOULD HAVE A MINIMUM CONCENTRATION OF 47% OF NaOH BY MASS ON LYE BASIS	INDIAN STANDARD SPECIFICATION IS 252-1991	IS-4016-2002 and all subsequent amendment/revision thereof, Density and temperature is measured and concentration are recorded from the bar chart. OR IS-252-1991,A-4 and all subsequent amendment/revision thereof, Weighed quantity is titrated against normal HCl using methyl orange indicator. Correction for Na2CO3 is applied in the calculation.	
THE IMPURITIES SHOULD BE ANALYZED ON DRY BASIS AS UNDER				
	CONSTITUENT	VALUE ON DRY BASIS	METHOD OF SAMPLING & TESTING	
3	SODIUM CARBONATE (Na2CO3) PERCENT BY MASS, MAX.	0.7 % MAX	INDIAN STANDARD SPECIFICATION IS 252-1991	IS-252-1991,A-3 and all subsequent amendment/revision thereof, Double indicator, (phenolphthalein, methyl orange) Normal HCl titration method is used to calculate Na2CO3.
4	SULPHATES (Na2 SO4) PERCENT BY MASS, MAX.	0.1 % MAX.	-DO-	IS –252-1991 ,A-6 and all subsequent amendment/revision thereof, Acidic solution is precipitated by hot barium chloride and gravimetrically sulphate is determined.
5	SiO2 CONTENT BY MASS, % MAX AS SiO2	0.02 % MAX.	-DO-	IS-252-1991, A-7 and all subsequent amendment/revision thereof, Ammonium Molybdate method is used to measure the colour intensity by Spectrophotometer.
6	CHLORIDE (NaCl) PERCENT BY MASS, MAX.	0.1% MAX.	-DO-	IS-252-1991, A-5 and all subsequent amendment/revision thereof, Acidic Solution is titrated against normal silver nitrate using potassium chromate indicator.

INSTRUCTION TO BIDDERS

Bids are invited from only ***Class-I local suppliers*** (manufacturer/ supplier) for supply of caustic soda lye. The bids are required to be submitted **in two parts, Technical Bid and Financial Bid (Price bid)**, in GeM Portal.

The bids are to be submitted online before the bid due date and time through GeM portal by logging into www.gem.gov.in.

In case of any difficulty in submission of online bid through GeM Portal, the bidders are requested to contact helpdesk of GeM portal helpdesk-gem@gov.in. Alternatively, you may contact **toll free number 1800-419-3436**. In case of any query for the tender you may contact:

- | | | |
|------|--|---|
| (i) | Mr. Pranoy Kumar, DGM (Matls.)
Mob: +91 94371 72068 | e-mail: pranoy.kumar@nalcoindia.co.in |
| (ii) | Mr. B.D. Mohanty, ED (Matls.)
Mob: +91 94375 61995 | email: bibhu.mohanty@nalcoindia.co.in
Landline: +91 674 230 1235 |

(A) Technical bid

Following documents are to be submitted online in GeM portal in .PDF format by the bidder.

- i. Duly filled-in un-priced bid pro-forma for indigenous offer (**Annexure-VII**)
- ii. EMD (Earnest Money Deposit) as per the format attached (**Annexure X**)
- iii. Back up support letter of manufacturer (confirming allocation of quantity for the above tender) for bidder who is not offering their own manufactured product. Manufacturer's back-up support letter (duly signed and stamped by authorized person) must specify – (i) NALCO's tender reference number and date (ii) confirmation that back-up support letter is valid till execution of order, in event of placement of order to the concerned trader-bidder and (iii) confirmation that it cannot be withdrawn prior to expiry of validity of offer of the concerned trader-bidder. In case of multiple back-up manufacturers, back-up support letter as afore mentioned from each manufacturer is to be submitted.
- iv. Copies of production and supply experience if bidder is manufacturer and supply experience if bidder is supplier/ trader for the last two financial years 2021-22 & 2022-23 duly certified by a chartered accountant or invoices or Bill of Lading Copies, etc. regarding Supply experience.
- v. Copies of audited standalone financial statement / profit loss statement of the last three years (2020-21, 2021-22 and 2022-23) of bidder.
- vi. Audited Balance sheet for last financial year i.e. 2022-23.
- vii. Declaration that Partners/Directors of the bidder company have no interest in any other bidders in respect of the same tender as per cl. No. 26 of techno-commercial terms and conditions Annexure-IV.

- viii. Declaration from bidder that all the informations/documents submitted against the tender are true and bonafide as per clause no. 27 of annexure IV.
- ix. Duly filled in Mandate Form for Electronic Payment.
- x. Duly filled in SA-8000 format as per Annexure IX
- xi. Pre-contract Integrity Pact dully signed Annexure-XIII.
- xii. Deviation statement if any.
- xiii. Confirmation that Sample of Caustic soda Lye has been submitted if source of supply is other than the 15 enlisted manufacturers.(Pl refer Annexure I)
- xiv. Valid BIS Registration certificates of Manufacturer(s) of whom material is to be supplied.
- xv. Certificate from CA confirming that bidder a Class-I local supplier of caustic soda lye indicating local content.
- xvi. Udyam Registration No. as per notification no. 2/1(5)/2019-P&G/Policy (pt. IV) dated 06.08.2020 issued by Ministry of MSME if the bidder is an MSE or relevant valid documents if bidder is an start-up recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India.
- xvii. Compliance certificate in regards to sharing land Border with India as per format given in the tender (Ref Clause No-34) for guidelines for eligibility of a bidder from a country which shares a land border with India given in Annexure III.

Note: i) In case financial audited statement of the year 2022-23 is not ready CA certified turnover and net worth report of the year 2022-23 can be submitted by the bidder. In case of failure to meet any mode of 2022-23 financial statement, their annual financial turnover for the years 2019-20, 2020-21, 2021-22 and net worth statement of the year 2021-22 may be considered subject to submission of a certificate issued by their C.A. that audited reports for the year 2022-23 is not ready till the date of bidding.

ii) All the Certificate issued by Chartered accountant/Chartered engineers regarding production and supply experience, Class I local supplier certificate etc. must bear the name and designation of authority issuing the same. All the certificates issued by CA must contain UDIN No. Also note that in event of non-submission of duly filled Unpriced bid proforma (annexure VII), the offer is liable for rejection.

(B) For Financial Bid

Note for Financial Bid in GeM Portal:

All the bidders are required to submit their price in financial bid in GeM portal on FOR Gross destination (Damanjodi/CPP) basis strictly as per following instructions:

For the bidders intending to supply by Rail rake/Road Tankers

Bidders intending to supply by Road tankers/Rail Rakes must calculate their Gross Destination price (FOR Damanjodi /CPP Angul) as per the price evaluation sheet given in Annexure-VIII. They are required to submit the calculated price (FOR Destination basis inclusive of GST) in financial bid/ Reverse auction.

Explanation:

For Example: If a Bidder intend to supply by Road tankers/Rail Rakes at FOR Destination price of Rs. 10,000 per DMT, the Gross landed price of as per the price evaluation sheet given in Annexure-VIII (for supply of caustic soda by Rail/Road mode) will be Rs. 11,800 per DMT. They are required to submit this calculated price of Rs. 11,800 per DMT in their financial bid/ Reverse auction.

For the bidders intending to supply by Ship on CFR Vizag Basis:

Bidders intending to supply caustic soda lye at Vizag on CFR Vizag basis, must calculate their Gross Destination price FOR Damanjodi Basis as per the price evaluation sheet given in Annexure-VIII.

It is to be mentioned that additional charges in respect of Wharfage, Haulage & transportation of caustic soda from Vizag port to Nalco Damanjodi have been considered for evaluation purpose only. The additional charge for wharfage, Haulage and transportation is Rs. 1627.96 per DMT (Excluding GST)

In order to facilitate evaluation of bids for supply by Road/Rail mode and Ship mode together to determine the L-1 price and conduct Reverse auction in GeM portal, the GST on wharfage, Haulage and & transportation charges has been taken as 18% in the evaluation sheet (Annexure-VIII, Price evaluation sheet for supply of caustic soda by ship mode) for supply by ship mode.

Hence the bidders intending to supply caustic soda in ship mode for delivery at Vizag port, are required to calculate Gross FOR Destination price (as per Annexure-VIII, Price evaluation sheet for supply of caustic soda by ship mode) and submit the same in financial bid of GeM portal.

Explanation for calculation of Caustic soda Gross price (FOR Destination basis):

If a bidder intends to quote CFR price as Rs. 10,000 per DMT, then Gross FOR Destination price (Nalco Refinery, Damanjodi) works out to Rs. 13720.99 per DMT. This calculated price is to be submitted in Financial bid/reverse auction in GeM portal.

However, after completion of RA (Reverse Auction), the PO shall be awarded to eligible bidders for supply by ship mode on **CFR Vizag basis** for their eligible quantity by conducting back calculation as per Annexure-VIII.

NOTE: Please note that in case PO is required to be amended for change in mode of supply from Rail/ Road to Ship or vice versa, the PO price shall be amended by considering the actual additional wharfage, Haulage & transportation charges keeping the net landed price same. Insurance will be covered by NALCO.

Important Points for submission of Bids:

1. 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.
2. Any addendum or/and corrigendum thus issued will become a part of bidding document and bidder shall submit original addendum or/ and corrigendum/ compliance letter duly signed and stamped in token of his acceptance.

3. 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.
4. Bidder can download the complete set of tender documents which is available in our website www.nalcoindia.com and also in the website www.gem.gov.in. Bidders are requested to visit the above web site regularly for any modification/addition/bid due date extension for this tender.
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. **Clarification Request from Bidders:**
A bidder may seek clarification regarding the bidding document provisions, bidding process and /or rejection of his bid. NALCO shall respond to such queries within a reasonable time.
9. **RATES:**
The tenderer is to indicate present rate of GST (IGST, CGST or SGST as the case may be) applicable in their offer. Any statutory variation to taxes and duties shall be to Buyer's account. The offer rates should include all charges for delivery on FOR destination basis inclusive of packing, cartage, loading, forwarding and freight charges & GST.
10. **GST CLAUSE APPLICABLE ON INDIGENOUS VENDOR:**
GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

The vendor registered under GST should provide their GSTIN along with the copy of registration certificate along with their bid.

The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to NALCO.

Any invoice issue on introduction of GST Law shall contain the following particulars-

- (a) Name, address and GSTIN of the supplier
- (b) Serial number of the invoice
- (c) Date of issue
- (d) Name, address and GSTIN or UIN, if registered of the recipient
- (e) Name and address of the recipient and the address of the delivery, along with the State and its code
- (f) HSN code of goods or Accounting Code of services
- (g) Description of goods or services
- (h) Quantity in case of goods and unit or Unique Quantity Code thereof
- (i) Total value of supply of goods or services or both
- (j) Taxable value of supply of goods or services or both taking into discount or abatement if any
- (k) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess)
- (l) Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess)
- (m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce
- (n) Address of the delivery where the same is different from the place of suppl.
- (o) Signature or digital signature of the supplier or his authorized representative.

GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- (a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- (c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

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

The Seller shall comply with all the provisions of the GST Act/ Rules/ requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable NALCO to take Input Tax Credit.

11. Tax Deduction at Source 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 interstate transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is more that 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 recipient's registration state. In case of Govt. organizations, PSU suppliers also, no deduction shall be made.

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. STATUTORY VARIATION OF TAXES:

Tenderers must as a rule, quote firm prices. Price Variation, if any, on account of statutory variations in taxes and duties (where applicable) shall be to buyer's account.

13. ALTERATION OF SPECIFICATIONS:

The Purchaser reserves the right to alter from time to time, the specifications, and as from the date that may be specified by the purchase. The articles shall be in accordance with the specifications so altered. In the event of any such alternation involving an increase or decrease in the cost of or in the period required for production, a revision of the contract price and the time fixed for delivery shall be made in relation to the articles, where alterations are made with mutual agreement.

14. RIGHT OF ACCEPTANCE AND REJECTION OF TENDERS:

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

15. CONDITIONS OF CONTRACT:

The conditions of Contract are embodied in NALCO Standard Conditions of Contract, as supplemented by the instructions contained herein.

16. TESTING OF STORES:

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

17. BID FORMAT:

Technical Bid must be submitted as per un-priced bid format given in Annexure-VII along with required documents and not on bidders own format. Failure to do so may result in rejection of tender.

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

19. 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 out rightly rejected.

20. Nalco shall not take any responsibility for delay in on-line submission of tender after scheduled date & time. Offers incomplete in any respect will be summarily rejected.

21. 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.
22. Buyer reserves the right to procure the part/full quantity. **Bidder 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.
23. **DELIVERY OF MATERIAL :**
All supplies shall be subject to inspection, quality analysis and weighment on receipt of stores at destination as specified in the Purchase Order. The decision of the inspection Officer or any other person/agency nominated by the Purchaser, as regards to quality and quantity of supplies delivered, shall be final. The Inspecting Officer is entitled to reject any or all of the supplies.
24. **ADVICE OF DESPATCH OF MATERIAL :**
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 B/L, LR or Postal Receipt and reference to relative order No. and date.
b) All despatch documents i.e. B/L, LR, RR and Challans should be sent to the Consignees.
25. **INSTRUCTIONS TO BE OBSERVED BY SUPPLIERS IN PREPARING BILLS**
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 will not be accepted.
26. **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. The nomenclature of the material supplied shown in the bills should be strictly in accordance with the description given in the Purchase Order.
- 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.

27. When samples are called for along with tenders, they should be marked and labelled so as to correspond with the item of the tender. They should be sent freight paid to the same address as the tender and arrangements should be made to see that they arrive by the opening date of the tender, otherwise offers are liable to be rejected.

The tenderers must state, if he requires the return of unaccepted samples failing which they will be retained by the Purchaser. Unaccepted samples will be collected by the local firms themselves and will be returned to outside firms per passenger Train Freight to pay. The Company shall not in any way be responsible for the return of the sample in its original condition.

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

29. REGISTRATION WITH GeM PORTAL:

All bidders are required to be registered with GeM portal. For registration in GeM portal bidders are required to have Mobile No., Aadhar No. and E-Mail ID hosted by NIC. For details regarding registration process please visit FAQs in “Need help” section on GeM portal. After registration in GeM portal, prepare the bid in accordance with the requirements and submit soft copies of their bids electronically on GeM Portal.

30. PREPARATION AND SUBMISSION OF BIDS

Bidder should take into account any corrigendum published in NALCO’s website /GeM Portal on the tender document before submitting their bids. Please go through the tender document carefully to understand the documents. Please note the bid documents have to be submitted as per the requirement of tender. Any deviations from these may lead to rejection of the bid.

31. MODIFICATION & RE-SUBMISSION OF BIDS:

Bidders may withdraw their online bids in GeM portal within the end date of bid submission and may submit the fresh bid as per the provision of GeM.

32. OPENING OF BIDS:

The Technical bid shall be opened on the bid due date and time. However, NALCO reserves the right to extend Bid Opening Date. In case of extension of Bid Opening Date, the same shall be hosted in NALCO Website and GeM Portal.

33. GUIDELINES TO BIDDERS ON REVERSE AUCTION:

Starting bid price shall be the L1 price (Rs./DMT) in the GeM Portal. The Reverse Auction (RA) shall be conducted as per the guidelines of GeM portal amongst the eligible bidders. GeM Portal Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. GeM/ Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site/ reverse auction link etc. irrespective of the cause.

34. GUIDELINES FOR ELIGIBILITY OF A “*BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA*”:

All the clauses of Order No. F.No. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>)

All the bidders are required to submit compliance certificate as asked in the above order no. F.No. 7/10/2021-PPD (1) dated 23.02.2023. The model 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. We hereby certify that this bidder fulfills all the requirement in this regard and is eligible to be considered.”

If the above certificate given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.

- 35.** Pre-bid meeting will be held on 11.03.2024 at 11:30 hrs through virtual mode (VC) to accustom bidders for price evaluation criteria. Bidders are required to nominate their authorized representative through e-mail to attend the pre-bid meeting. For attending pre-bid meeting, bidders are required to write e-mail, well in advance to pranoy.kumar@nalcoindia.co.in to get the VC link.

NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)

SPECIAL TERMS OF CONTRACT (SCC)
(TECHNO-COMMERCIAL TERMS AND CONDITIONS)

1.0 TENDER QUANTITY

I. For Alumina Refinery at M&R complex, Damanjodi, Orissa, (India)

Total Procurement Quantity: **77,250 DMT** +/- 5% (on 100% NaOH basis). Delivery of above quantity can be made (i) by vessels with discharge port at Visakhapatnam or (ii) by Rail tankers arranged by supplier with delivery at M&R Complex, Damanjodi or (iii) by Road tankers (single chambered tankers) arranged by supplier with delivery at M&R Complex, Damanjodi.

Out of the above procurement quantity, supply of 27,000 DMT +/- 5% (maximum) @ 4,500 DMT +/- 5% per month can be through Road tankers arranged by supplier. Supply of Caustic Soda Lye, under road mode, shall be done in single-chambered tankers. In event of supply of Caustic Soda Lye, under road mode, in multi-chambered tankers, an amount of Rs. 1,000/- per multi-chambered tanker shall be deducted from the invoice amount at the time of release of payment.

II. For Captive Power Plant at Angul, Orissa (India)

Total Procurement Quantity: **150 DMT** (+/-5%) (on 100% NaOH basis).

Delivery of above quantity can be made only by Road tankers arranged by supplier with delivery at Captive Power Plant, Angul @ 2 road tanker load i.e. around 24-26 DMT per month. However, monthly supply quantity can be regulated by NALCO-CPP depending upon plant's consumption requirement. In the event of supply in multi-chambered tankers, an amount of Rs. 1,000/- per multi-chambered tanker shall be deducted from the invoice amount at the time of release of payment.

III. Bidders who are at present supplying CS Lye (against earlier orders) and have pending order quantities with Nalco, would be required to complete the pending quantity first before commencement of supply against the new order.

2. MINIMUM OFFER QUANTITY:

The offer of the bidder will be considered only if it can supply a **minimum 7,700 DMT**. However, a new bidder who have not supplied CS Lye to Nalco in past may offer for minimum **5,000 DMT**. The minimum quantity offered should preferably be in multiples of ship/rake/road tanker loads.

In case, any bidder is offering through more than one mode, then total combined offer quantity shall be considered in this regard. However, bidders can be considered acceptable for lesser quantity for ordering by buyer.

Notes:

- As far as possible, the tenders are to be opened on the due date and time.
- Buyer reserves the right to cancel the tender without assigning any reasons for the same.
- Though +/- 5% tolerance is allowed for quantity shipped in each shipment lot, but tolerance on total order quantity of +/- 5% can be allowed at buyer's option only. The seller has to make specific request to buyer for availing above tolerance and the shipments to be made only after buyer's acceptance.

3.0 TAXES & DUTIES

Indigenous bidders - To indicate present rate of GST (IGST, CGST or SGST as the case may be) applicable in their offer. Any statutory variation to taxes and duties shall be to Buyer's account.

4.0 TECHNICAL LITERATURE, SUPPLY EXPERIENCE & ORDERING

A. TECHNICAL LITERATURE

- 4.1 New Bidders must enclose technical literature about the process of manufacture and brochure of manufacturer along with the tender. If offer is submitted by an agent, he should submit the aforesaid documents on behalf of principal supplier/manufacturer, by complying with provisions at Annexure-XII.

B. SUPPLY EXPERIENCE & ORDERING:

- 4.2 Name of Consumers including Alumina Producers, to whom Caustic Soda Lye has been supplied by the bidder during the last two years with quantity and period of supply, should also be indicated in the tender.
- 4.3. Bidders, who have supply experience of minimum 20% of the tender quantity in any one of last two years to other customers, but have not previously supplied to NALCO must enclose documentary evidence like Invoices, Bills of Lading, RR Copies, CA certificate etc. for their experience of supply to other customers during last two years along with the tender.

4.4 ALLOCATION OF TENDER QUANTITY:

- (a) Nalco would like to procure the tender quantity by placing orders on minimum 3 (Three) parties. The buyer reserves the right to conduct price negotiation if necessary and the same shall be done only with L-1 bidder and other bidders will be asked in

order of pricing position in the tender to match L-1/negotiated L-1 price. The allocation of order quantity will be in the ratio of 50:30:20.

However, above allocation can be changed in the event parties eligible for ordering as per pricing position in the tender have offered/acceptable for lesser quantity. The allocation ratio of order can be suitably modified to more than 3 parties to cover the full requirement.

- (b) New bidders to Nalco having past supply experience of minimum 20% of the tender quantity in at least any one of the last two years to other customers and who have offered to supply material from any of our 15 enlisted manufacturers, can be considered for ordering as per the normal distribution criteria, subject to techno-commercial acceptability of their offer and subject to matching of L-1/ negotiated L-1 price.
- (c) New bidders to Nalco having past supply experience of minimum 20% of the tender quantity in at least any one of the last two years, to other customers but offering to supply of material from the manufacturer other than our 15 enlisted manufacturers, can be considered initially for trial ordering of 5,000 DMT. After successful execution of trial order of 5,000 DMT, order for additional quantity up to 20% of tender quantity (including initial trial order of 5,000 DMT) can be placed provided they are lowest tenderer in the tender (L-1) and have offered for such quantity.

If such bidder is not L-1 but becomes eligible for order placement based on inters-se position, they can be considered for an initial trial order of 5,000 DMT and after successful execution of trial order, a maximum trial quantity up to 10% of tender quantity (including initial trial order of 5,000 DMT) could be considered subject to the matching L-1/ negotiated L-1 price till the tender quantity is covered depending on their inter se pricing position in the tender.

New bidders to Nalco without any supply experience or having supply experience less than 20% of tender quantity in last two years shall be considered for ordering up to 5,000 DMT on individual bidder-basis subject to techno-commercial acceptability of their offer and subject to matching of L-1/ negotiated L-1 price. Total order quantity for such bidders shall be limited to 10,000 DMT.

Such bidders, in any case, should either be a manufacturer himself or should indicate the name of the manufacturer whose product is being offered and letter of that manufacturer confirming allocation of offer quantity for the above tender should accompany the offer. **In case of multiple back-up manufacturers, back-up support letter as aforementioned from each manufacturer is to be submitted.**

In case of new supplier willing to supply in Rail-tankers, the supplier must visit to Damanjodi Site for verification of the Railway & unloading system available for unloading. Upon suitable verification, if found suitable by NALCO, then only the offer shall be considered acceptable upon fulfilling other criteria of NIT.

ALLOCATION OF TENDER QUANTITY FOR MSEs:

The participating qualified MSEs, who have quoted within the price band of L-1 +15% can be given a chance to match with L-1 price in order of their bid position and take order for supply of up to 25% of the tendered quantity if the L-1 bidder is other than a MSE.

In case of participation of SC/ST category MSEs in a tender, minimum 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.

Further in case of participation of Women owned MSEs, 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.

When 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 tender quantity reserved for them shall be available for other MSEs.

In case of more than one such MSEs in a tender, the supply shall be shared proportionately to their tendered quantity.

When there is no participation from MSE units or when MSE units do not match the L-1 price, then the reserved quantity for MSE unit shall be available for other participants.

- 4.5 The allocation of order quantity shall be based on tenderers position in tender and based on their past supply experience (experience of principal supplier/manufacturer in case offer being submitted by agent) including supply experience to NALCO.

Bidders, claiming past supply experience as per para 4.4, are required to submit maximum annual production and supply experience of Caustic Soda Lye in the last 2 completed years preceding the date of tender.

4.6 **ELIGIBILITY:**

The eligibility of quantity for a bidder shall be 20% extra, over maximum of two years production (for manufacturer) or supply experience (for trader-supplier), or quantity offered by vendor, whichever is lower, subject to having production capacity (for manufacturer) or total allocated quantity offered by the bidder from back-up manufacturer/s (for trader-supplier) against the present tender. However, for eligibility of quantity, for any bidder who has started production mid-way during last year, the production quantity will be arrived suitably on monthly average basis.

Since this tender has been invited to meet our 6 months requirement, the maximum annual production or maximum supply experience furnished by the bidders shall be divided by two plus 20% extra, or quantity offered by vendor whichever is lower.

The bidders are required to submit copies of production & supply experience figures as mentioned above duly certified by a chartered accountant/chartered engineer in the un-priced bid.

5.0 QUANTITY:

- The quantity under present tender for Alumina Refinery is **77,250 DMT** +/- 5% (on 100% NaOH basis)
- The quantity under present tender for CPP Angul is **150 DMT** +/- 5% (on 100% NaOH basis).
- Supplies by Road Tankers: Supplies offered by road tanker can be accepted for quantity of 27,000 DMT approx. for Alumina Refinery.
- Quantity under present tender is as mentioned above for taking supply by buyer anytime within a period of 6 months (extendable by another 2 months at buyer's discretion) from date of order for delivery at Vizag / Damanjodi/Angul.
- 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, before finalization of the tender.
- Buyer reserve full rights to reject all or any of the tenders or to accept tender either in full or a part of it or to split up the quantity without assigning any reasons. The tenderer should be prepared to accept order for any quantity decided by the Buyer subject to the maximum of offered quantity of the concerned bidder, under any of the price option offered by the bidder.
- Bidder should indicate their capacity to despatch maximum quantity per month in the un-priced 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.

Note: NALCO will make all the efforts to decant Road tanker/Rail rake as expeditiously as possible. No detention/ Demurrage charge for the road tanker/ Rail rake shall be payable to the seller.

6.0 DELIVERY SCHEDULE

- (A) Supply to be made in a phased manner for taking supply by buyer anytime within a period of **6 months from the date of PO** for delivery of material at Vizag /Damanjodi / CPP, Angul (extendable by another 2 months at buyer's discretion).
- (B) Seller should indicate their capacity to despatch maximum quantity per month in the unpriced bid.

- (C) 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.
- (D) The delivery schedule quoted must be specific and realistic and should be evenly distributed over the delivery period of contract. Inability of the successful tenderer to execute order in accordance with the agreed schedule will entitle the buyer to purchase the material 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 be also be kept in view while considering their subsequent tenders.
- (E) The period of delivery of the material as stipulated in the schedule shall be deemed to be the essence of the order.
- (F) Date of reporting of road tanker /rail rake for unloading of materials at the destination will be considered as date of delivery of materials. For supply of materials by ship, Date of NOR tendered by ship at Vizag will be considered as date of delivery. The detail delivery schedule/ Detail lay-can will be communicated to the successful bidder' in the PO awarded to them keeping in view of uniformly distribution of order quantity within the supply period.
- (G) Seller will be required to take prior permission from the buyer for supply of left out quantity if any, against the PO awarded to them, if delivery date of PO is expired.

7.0 **SAMPLING & PRESHIPMENT INSPECTION**

- Method of sampling & testing shall be as per Indian Standard Specification IS: 252-1991 & all subsequent revision/amendments thereof.
- Each lot of material/consignment shall have to be accompanied by producer's weight and analysis certificate along with independent survey report indicating the quantity based on ship's tank reading at load port and the quantity in bill of lading shall be as per ship's tank reading.
- The samples need to be jointly collected while unloading. In case of non-arrival of representative from seller, the sample collected by NALCO surveyor shall be considered as final & binding to both seller and buyer.
- The material shall be analysed for final acceptance within 30 days of receipt at Visapkhapatnam for consignments arriving by ship and at Damanjodi for consignment arriving by Road/Rail tankers arranged by suppliers.
- However, a joint survey (limited to verification of documents and data) can be conducted in case of any discrepancy more than (-) 0.5% in the results of weights and analysis is detected at Visapkhapatnam for consignments arriving by ship and at Damanjodi for consignment arriving by Road/Rail tankers arranged by suppliers (to be verified within 30 days of receipt for a settlement mutually acceptable). In case of seller's failure to depute his representative(s) (at seller's cost only) within 21 days of the

issue of such notice, the buyer shall have the option to appropriate the goods as per his requirement which shall be binding on the seller.

- The buyer also reserves the option to depute his representative(s) for pre-shipment inspection at manufacturer's plant. In such case, material can only be shipped after obtaining specific clearance from buyer's representative(s).

8.0 VALIDITY

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

9.0 EARNEST MONEY DEPOSIT

The offer must be accompanied by Earnest Money for a value of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) by Demand Draft or by way of Bank Guarantee (as per proforma at Annexure-X) issued by State Bank of India or from any of the standardised banks as per list enclosed at Annexure-XI.

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

IFSC : SBIN0009817

Account No. : 10044880013

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

In event of RTGS transaction, UTR no. to be mentioned in their techno-commercial of the offer.

The wording of BG should be strictly as per proforma at Annexure-X and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank. **EMD bank guarantee should be valid for 9 months (including claim period) beyond validity of offer. EMD must reach on or before due date of offer submission, failing which offer shall be liable for rejection.**

Alternatively, the bidder may instruct the issuing bank well in advance to send the original bank guarantee directly to the ED (Materials), NALCO Corporate Office Bhubaneswar-751013 under speed post or registered post (AD) so as to reach the addressee prior to or on the submission date of tender. The bidder will upload the copy of such bank guarantee self-certified mentioning despatch reference of the bank in the un-priced bid. In the event the original EMD BG is not received by Nalco on or before the bid submission due date, the certified photocopy of the EMD BG will be provisionally accepted for un-priced bid opening subject to receipt of the original EMD BG within 1 week of the due date of bid opening. The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to the buyer.

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

If the tenderer after submitting his tender, revokes his offer or modifies the term & conditions thereof in a manner not acceptable to the Purchaser, the Earnest Money/ Bank Guarantee shall be liable to be forfeited/en-cashed.

Offer without Earnest Money Deposit is liable for rejection.

However, the Public Sectors, Government agencies and the MSE Firms registered with DGS&D/NSIC/District Industries Centres (DICs)/Khadi & Village Industries Commission(KVIC)/ Khadi & Village Industries Board (KVIB)/Cair Board/ Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (if registered for production/ supply of Caustic Soda Lye), others for which specific exemption has been granted by NALCO such as Ancillary Industries etc. and all Startups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, Govt of India are exempted from payment of EMD.

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. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012.

After finalisation of the tender, the EMD of unsuccessful tenderer shall be discharged/ refunded. The EMD of successful tenderer shall be discharged/refunded after receipt of Performance Bank Guarantee. If the successful tenderer neither submits the required Performance Bank Guarantee as per Clause no 12 of Annexure IV nor executes the Contract within scheduled delivery date, EMD of such tenderer shall be liable to be forfeited/ en-cashed.

10.0 SAMPLING PROCEDURE AND PENALTIES IN EVENT OF INFERIORITY IN TECHNICAL PARAMETERS.

(i) SAMPLING PROCEDURE

a) SAMPLING AND TESTING FOR ROAD TANKER DESPATCH (INDIGENOUS OFFERS)

Samples drawn from each tanker will be analyzed for caustic soda percentage on the very same day. Further, the samples from a single supplier will be accumulated to prepare a composite sample for a month which will be analyzed for measuring the impurities (Na_2CO_3 , Na_2SO_4 , SiO_2 , NaCl).

Each and every supply shall be tested analysed at your laboratory before the material is despatched. The tanker number will be indicated in each report and you will send copy of chemical analysis directly to our Manager (Technical) along with challan etc.

After receipt of the tanker, the same will be sampled and analysed at our end as per procedure given below.

SAMPLING

From each individual tanker sample is to be collected and analysed. The sample is to be collected by dipping a PVC pipe of 19 mm dia. / a suitable SS/ Alloy Steel device slowly from the top of the tanker till it touches bottom. The open end is to be then closed and the PVC pipe drawn out and the lye collected are to be emptied out in the bottle. This gives the representation of every layer.

Multi-Chambered Tankers: This sampling process will be repeated for each chamber.

ANALYSIS

The sample collected in bottle is to be shaken well immediately before analysis.

PROCEDURE

The sample is stirred & poured into a 250 ml cylinder and a calibrated hydrometer is dipped slowly and after stabilisation of the hydrometer, the density is noted along with the Temperature.

Calculation: NaOH % is calculated from standard chart as per IS 4016:1966.

Note: In case of deviation from norms, the confirmation test may be done as per IS 252:1991 including latest revision thereof, if any, (HCl titration method with methyl orange indicator).

If any discrepancy in our analysis results and yours is observed and the same is within +/- 0.5% it will be ignored. In case, however the discrepancy in NaOH% is beyond +/- 0.5% percent, adjustments in prices shall be made accordingly subject to applicable minimum concentration i.e. 47% of NaOH. Only samples differing more than 0.5% will be preserved for a period of six week and will be made available for cross check by umpire if asked by the supplier. No sample will be available after six weeks of receipt of consignment. Sample within 0.5% will not be preserved at all. The above shall not however relieve the contractor of his responsibilities to supply the material exactly with the technical specification given in the P.O.

b) FROM THE RAIL WAGONS

Composite samples from the all the wagons of a rake will be prepared for analyzing the impurities. NaOH percentage will be measured from each tanker.

c) **FROM VESSELS**

Ship consignment sample procedure has already been defined in the NIT at Annexure II (Quality and Specifications of Caustic soda Lye)

(ii) **PENALTIES:**

Further to the analysis made on the above referred areas, the following penalties are proposed to be levied against variation in the quality:

- (a) NaOH below 47%, for each 1% reduction below 47% NaOH, Rs.10/DMT penalty will be imposed. This penalty shall be levied on and after working out payable price on 100% NaOH basis.
- (b) For increase in Na₂CO₃ percentage beyond 0.7%, a penalty of Rs. 9/DMT for each 0.1% will be imposed.
- (c) For increase in Na₂SO₄ beyond norm of 0.1%, for each increase of 0.1% a penalty of Rs. 35/DMT will be imposed.
- (d) Penalty for SiO₂ beyond norm of 0.02%, for each increase of 0.01% SiO₂, a penalty of Rs. 2/DMT will be levied.
- (e) Penalty for NaCl beyond norm of 0.1%, a penalty of Rs. 60/DMT for each 0.1% increase will be imposed.

- (iii) Besides, the seller shall be given a notice not to repeat supply of non-conforming material in future. If, at all, supply of non-conforming material is repeated, the buyer shall have the right to terminate the contract at the seller's risk and costs, and take additional requisite remedial measures including restriction on future business.

11.0 INSURANCE

Insurance is to be borne by Buyer i.e. NALCO .The seller shall furnish despatch particulars of each consignment including its value immediately to the Insurance Company to be notified by the buyer. If any delay in intimating despatch particulars to the insurance company on the part of the seller results in the claims for damages being rejected, the seller shall be fully responsible for replacement of such damages/losses to the Company.

11.1 INSURANCE COVERAGE

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.

The name and details of the present insurer are as below:

M/s The Oriental Insurance Company Limited
1st Floor, OCHC Complex, Near Ram Mandir
Unit III, Janpath Bhubanesawr, Odisha

Contact person: Mr. Amaresh Rout
e-mail: amaresh.rout@orientalinsurance.co.in,

- 11.2 The buyer will be arranging for insuring the goods covered under the order through open cover insurance policy issued by buyer's insurance company. All the goods supplied by the supplier under the terms of this contract shall be covered under the aforesaid such policy subject to exception and/or omission contained in the said policy and any amendment/renewal thereof. The buyer reserve the rights to enter into any fresh or new agreement with any Insurance Company with similar or changed terms and conditions and the same shall be applicable to the order/supplier.
- 11.3. 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/E-mail 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 on 100 % NaOH basis
 10. Liquid Tonnage
 11. Total Value of Consignment
 12. Bill of Lading No. and Date.

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.

12.0 PERFORMANCE BANK GUARANTEE:

The seller shall furnish a Contract cum Performance Bank Guarantee as per the enclosed pro-forma, within 30 days from the date of issue of Letter of Intent/Purchase Order by the Buyer, **for an amount equivalent to 5% of the value of the order (including taxes, duties), valid for six months after the arrival of last lot at Angul/ Damanjodi or Vizag as the case may be .**

In the event new bidder is considered for ordering for 20% or 10% of the total tender quantity including trial ordering for 5000 DMT +/- 5%, as per the clause 4.4 Annexure-IV, the bidders will be required to submit PBG for the total considered quantity including trial ordering for 5000 DMT +/- 5%.

The performance bank guarantee should be issued preferably by State Bank of India, or any of the standardised banks as per list enclosed at Annexure-XI.

The wording of BG should be strictly as per proforma at Annexure-XI 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 (for despatches made by road tanker/ rail tanker) the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Alumina Refinery, Damanjodi, Odisha. Attn. DGM (Finance) or National Aluminium Company Limited, Captive Power Plant, Angul, Odisha. Attn. DGM (Finance) as the case may be, under speed post or registered post (AD) so as to reach the addressee within 30 days of order. For despatches made by ship, the indigenous seller shall ensure that the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Port Facility, Visakhapatnam, Attn.: AGM (Finance)/In-charge Finance under speed post or registered post (AD) so as to reach the addressee within 30 days of order.

The issuing bank should be advised to send a direct confirmation of issue of the bank guarantee for authentication to the buyer, either through SBI, Nalco Corporate office Branch or through their branches/correspondent's branches at Bhubaneswar.

In case furnishing of an acceptable PBG is delayed by the seller beyond the period provided above, buyer without prejudice to its rights under the contract shall have the option to levy penalty @ ½% of BG value per week for delayed submission or part thereof subject to a maximum of 5% of the total BG value or to cancel the order and purchase the materials from alternative source at the risk and cost of the seller”.

The Performance Bank Guarantee 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 PO delivery date provided that before the expiry of the date of validity of the Performance Bank Guarantee the seller on being called upon by the buyer from time to time, in event of delay or deferment of delivery, 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 for enhancement of contract value 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 Performance Bank Guarantee 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 Performance Bank Guarantee may be returned to the seller even before the expiry of validity of PBG.

Notwithstanding the above stipulations, for bidders who have submitted the contract cum performance bank guarantee (CPBG) within 30 days of order placement, payments for the dispatches made prior to authentication of CPBG can be released as per P.O terms, after withholding 5% of the invoice value of received quantity towards CPBG. The withhold amount shall be released after authentication of CPBG.

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. In the event of forfeiture/encashment of CPBG, the GST will be applicable.

13.0 LIQUIDATED DAMAGES

Delivery period is the essence of the contract and the material should be dispatched within this time, failing which, buyer without prejudice to its rights under the contract shall have the option either to reduce the price @ $\frac{1}{2}\%$ of order value of delayed consignment per week or part thereof subject to a maximum of 5% of the total order value or to cancel the order and purchase the materials from alternative source at the risk and cost of the seller”.

However seller will not be held responsible for delays caused by buyer's shipping advices. However such liquidated damages shall not apply to any period of extension which would be granted by the buyer under "Force Majeure" conditions as per clause No.15 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.

- 13.1 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

Any deduction towards Liquidated damage shall be with applicable GST at the time of settlement.

14.0 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 or should it have a receiving order made against it or entered into any 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, incurred or sustain by reasons of/ or in connection with the seller's default, or on account of risk purchase.

15.0 FORCE MAJEURE

If at any time during the continuance of the order, the performance, in whole or in part by either party, or any obligations under the order, shall be prevented or delayed by reasons of any war, hostilities, acts of public enemy civil commotion, sabotage, fires, floods, explosion epidemics quarantine restrictions, which affects the execution of this order directly or acts of God (hereinafter referred to as events) then provided a notice of the happening of any such event is given by either party to other by Fax/E-mail 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.

16.0 RISK PURCHASE

The Cancellation of order as stated in the above Default clause (clause 14) may be either for whole or part of the order at the buyer's option. However, before such cancellation the buyer shall give four week notice to the seller for taking corrective action and in case necessary corrective action is not taken by the seller to buyer's satisfaction within the said period of four week, buyer shall be at liberty to terminate the order in part or whole and he may procure, upon such terms and in such manner as he deems appropriate, supplies or services similar to those so terminated and the seller shall be liable to the buyer for any losses, excess costs for such/similar supplies or services provided that the seller should continue the performance of the order to the extent not terminated under the provisions of this clause. If in the opinion of buyer, the seller shall not be able to cure the default even after notice, such notice shall not be necessary and the buyer may terminate the order at the risk and cost of the seller.

17.0 ARBITRATION

All disputes or differences arising under the contract whether during or after completion of the contract or whether before or after determination, for closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to

the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the CMD NALCO who shall be Appointing Authority will send within thirty days of receipt of the notice to the seller a panel of three names of persons.

The contractor shall on receipt of the names as referred select any one of the person name to be appointed as a sole arbitrator and communicate his name to the Appointing authority 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 resigns his appointment or vacates his office due to any reason whatsoever sole arbitrator shall be appointed as aforesaid. The work under the contract shall not be stopped during the arbitration proceedings.

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

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

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

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

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

18.0 PAYMENT TERMS

For delivery by Rail/Road tankers:

100% payment including full taxes and duties etc. shall be payable, after quality and quantity assessment at the destination (Alumina Refinery, Damanjodi and/or CPP, Angul as the case may be), against presentation of complete despatch documents to the Deputy General Manager (Finance) National Aluminium Company Limited. M&R Complex, Damanjodi, Dist: Koraput, Odisha or Deputy General Manager (Finance) National Aluminium Company Limited. CPP Angul, Odisha as the case may be.

TOLERANCE AND SCALE VARIATION:

I) For Rail Rakes:

Provisional payment will be made as per challan/invoice quantity subject to actual weighment of individual rake within +/- 0.5%. If shortage in any Rail rake exceeds (-) 0.5%, payment shall be released provisionally as per weighment recorded at our site.

After total quantity of Rail rakes is supplied, the total of challan/invoice quantities and actual received quantities (by rail rakes) as per our weighment will be considered. If the difference remains within +/- 0.5%, the challaned /invoiced quantity will be considered acceptable as receipted quantity for payment. If shortage is beyond (-) 0.5%, recovery of total shortage of rail rakes will be made from seller's invoice.

The weighment of Caustic soda rakes whether BTPN/BTCS or container rakes will be done only by NALCO's in motion weighbridge at Alumina Refinery, Damanjodi and it will be final and binding.

II) For Road Tankers:

For caustic soda supplied by Road tankers, each tanker shall be weighed and analysed at Nalco Refinery Damanjodi/CPP Angul. If shortages received remains within (-) 0.5% of invoice/challan quantity, Challan quantity shall be accepted as received quantity. If shortage is beyond (-) 0.5%, recovery of total shortage will be made from sellers invoice.

The weighment and analysis of Caustic Soda Lye determined at Alumina Refinery, Damanjodi/ CPP Angul (as the case may be) shall be final and binding

For delivery by Ship:

100% payment including full taxes and duties etc. shall be payable, after quality and quantity assessment at the destination i.e. Visakhapatnam, against presentation of complete despatch documents as detailed below to AGM (Finance), National Aluminium Company Limited. Port Facility, Vizag for shipment by ship to Vizag.

The quantity received shall be determined as per survey report of an Independent Survey Agency appointed by NALCO based on Ship's Tanks. The payment shall be released as per quantity and quality as determined at discharge port, Vizag by Independent Surveyor.

NOTE: In case of taxable goods and supply of material from indigenous source (either from Road, Rail or Ship mode or its combination thereof), for availing input tax

credit as prescribed under Goods and Service Tax (GST) Act, the vendor/ party/ Seller/ Service provider as the case may be must hand over copy of the Bill of Lading to the carrier along with other relevant documents. The original copy of Tax Invoice under GST should be sent along with the payment documents. In case, NALCO is not able to take Input Tax Credit for any default/ non-compliance by the vendor/ party/ seller/ service provider, same shall be recovered from the defaulting party. The vendor/ party/ seller/ service provider has to comply any modification in the prescribed rules by GST council/ appropriate authority from time to time in the purchase order.

Please note that payment of GST is subject to reflection of party's invoice in GSTR-2A/Anex-2 (GST new return) of Nalco.

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.

The following documents shall be presented by Seller for claiming 100% payment as above.

- (i) Three copies of Tax invoice as per GST Rules to enable Buyer to avail input tax credit, with consignee as National Aluminium Company Limited, Refinery Division, Damanjodi.
- (ii) One original plus 2 non-negotiable copies of clean on board ocean tanker bills of lading, to the order of the consignee marked freight paid.
- (iii) A certificate from the Seller that one non-negotiable copy of Bill of Lading, one invoice copy (the analysis certificate and quantity certificate issued by an Independent Survey Agency appointed by the Seller acceptable to Buyer shall be the basis for raising invoice) has been sent with the Master of Vessel to facilitate discharge at port of discharge.
- (iv) Seller's certificate of guarantee in quadruplicate (one original plus three photo copies) guaranteeing quality of material with regard to specifications, grade, consistency etc., stating that material is free from all potent and latest defects and faults on account of material manufactured and that the present shipment has been effected as per the mutually agreed delivery schedule.
- (v) Certificate from Independent Inspection Agency acceptable to Buyer to the effect that Ship's Cargo Tank and pipe lines, prior to loading of Caustic Soda Lye are free from any impurity what-so-ever including contaminated Caustic Soda Lye, if any, which may remain in the ship's Cargo tanks as residue from earlier shipments.
- (vi) Certificate in quadruplicate (one original plus three photocopies) from Independent Inspection Agency acceptable to Buyer. (i) Tank Inspection Certificates, (ii) Analytical Report, (iii) Quantity Certificate, (iv) Ullage Report.
- (vii) Material Safety Data Sheet (MSDS) issued by the manufacturer.

(viii) A certificate from the Seller that PBG for has been issued.

The Buyer reserve its right to set-off/Adjust and /or deduct from any pending bills of the Seller in the event of any short-fall in quality or quantity at the port of discharge as may be determined as per the survey report. This right of the Buyer is in addition to its right to recover the said loss and/or short-fall from the Performance Bank Guarantee (PBG) issued by the Seller in terms of the Contract.

The Seller shall ensure that one original B/L issued by the steamer agents and two copies of the non-negotiable shipping documents would be sent through a special courier immediately after shipments to NALCO, Vizag (Andhra Pradesh), India and one set of non-negotiable documents to the GGM (Materials) of National Aluminium Company Limited, Bhubaneswar – 751 013 through recognized courier service so that non-negotiable shipping documents reach the Buyer's Vizag office before arrival of the ship at the port of discharge.

In case the negotiable and non-negotiable documents mentioned above do not reach Buyer's Vizag Office before arrival of ship or original documents are not submitted to the buyer, within 48 hours of the charter party Bill of Lading, the Seller will be responsible for all the consequences arising on account of delay on receipt of non-negotiable/ negotiable documents.

19.0 DESPATCH ARRANGEMENT

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

CONSIGNEE : (1) National Aluminium Co. Ltd.,
M & R Complex, Damanjodi,
Dist. Koraput, 763008 Odisha (India)
Attn.: Dy. General Manager (Materials)
(2) National Aluminium Co. Ltd.,
Captive Power Plant
Dist. Angul -759145 Odisha (India)
Attn.: Asst. General Manager (Materials)

MODE OF DESPATCH: Through Broad Gauge Railway tankers by Goods Train and / or Road Tanker for Refinery Damanjodi and by Road tanker for CPP Angul.

DESTINATION : NALCO Private Siding at Damanjodi or CPP Angul

Receipt of caustic soda by Road or Rail at Vizag is not possible.

In case caustic soda is to be supplied by ship, the special terms and conditions as per Annexure-V shall apply.

20.0 REPEAT ORDER

Nalco may order additional quantity on repeat order basis at the same terms and conditions of the original order against this tender, except for the quantity and delivery, subject to mutual agreement with seller.

21.0 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.

22.0 EXECUTION:

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

The order shall be governed by these terms and conditions read with our General purchase conditions for indigenous purchase. No other terms and conditions of the tenderers, whatsoever, shall be applicable to the order. In case of conflict, the above conditions will have precedence over the general purchase conditions for indigenous purchase/ import purchase.

23.0 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 & sent along with the bid document (Annexure-IX)

24.0 INTEGRITY PACT:

The tenderer must sign the Pre-Contract Integrity Pact duly filled in , signed, and stamped (from their side) on Plain A-4 Size Bond Paper as per Annexure- XIII & submit the same along with un priced bid, failing which offer shall be liable for rejection.

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

Ms. Archana Ranjan IRS (Retd.) A 4/1, Vasant Vihar New Delhi- 110057 E-mail: ranjan.archana@gmail.com	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
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Bidder may write to either of the IEMs through e-mail 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. Tender related queries must not be addressed to the IEMs. For tender related any queries, bidder may write Mr. Pranoy Kumar, DGM (Matls.), Mail ID: pranoy.kumar@nalcoindia.co.in or Mr. B.D. Mohanty, ED(Materials), Mail ID: bibhu.mohanty@nalcoindia.co.in

- 25.0** Bidders must submit Sample of caustic soda to NALCO within bid submission Date and time as per BQC condition if they intend to supply it from other than 15 Manufacturers listed in Annexure-I. If sample is not received within bid submission time, offer shall be liable for rejection. The Caustic soda Sample is to be addressed to:

ED (Materials)
National Aluminium Company Limited
Nalco Bhavan, P/1, Nayapalli,
Bhubaneswar: 751 013 (Odisha) India

OR

GGM (Alumina Refinery)
National Aluminium Company Limited
M&R Complex, NALCO Refinery Damanjodi
Distt.- Koraput Odisha India
PIN. 763008

26.0 Submission of offers by Inter-related firms

- 26.1** 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.

26.2. 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.

26.3 Determination of Allied Firms/ Inter-related firms/Common management: 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.

27.0 Bidders are required to submit a declaration that the informations/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.

28.0 The provisions in the SCC in the Annexure–IV (techno-commercial terms and conditions) & Annexure-V (Shipping conditions) will supersede the corresponding provisions in GCC at Annexure VI . The terms and conditions contained in the SCC and GCC of this NIT will supersede corresponding terms conditions in Government E-Marketplace (GeM) portal unless otherwise specifically stipulated in this NIT.

29.0 SUBMISSION OF BIDS:

The tenderers desirous to quote on the above basis must submit **their offer as per above clauses of aforementioned annexures**. The tenders should be un-ambiguous and complete information should be furnished in the tender as per pro-forma at **Annexure-VII**. 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 manufacture must submit their Tender along with authorisation letter from their respective Principal/manufacture to represent them in India. Offers received without a proper authorisation will be rejected.

For & on behalf of National Aluminium Company Limited

Signature :
Name : B.D.Mohanty
Designation : ED (Materials)
Email ID : bibhu.mohanty@nalcoindia.co.in

SPECIAL TERMS & CONDITIONS FOR SUPPLIES BY THE SHIP

1.1 PORT OF DISCHARGE:

VIZAG (VISHAKHAPATNAM), INDIA.

1.2 INSPECTION OF MATERIAL:

1.2.1 Sampling, testing and certification of quality and quantity shall be got carried out by the seller at his cost by a recognised & licensed Inspection agency at the port of loading. The following certificates shall be obtained from the agency.

1. Tank Inspection certificate.
2. Analytical report.
3. Quantity certificate.
4. Ullage report.

1.2.2 For Indigenous supply the test certificate and quantity certificates issued at the port of shipment is only to facilitate the seller to raise his 90% invoices. These shall not be binding on the purchaser. The quantity certificates and quality certificate obtained at Vizag by the Buyer shall be binding and final on the Seller and Buyer.

1.2.3 In case, the materials is certified by the Inspection agency as per ordered specification, 2 sealed samples obtained from the vessel at the load port of 250 ml each shall be sent through ship's master for delivery to the purchaser at discharge port (Vizag).

1.2.4 SHIPMENT SHALL NOT BE MADE IN CASE SPECIFICATION OF MATERIAL CERTIFIED BY THE INSPECTION AGENCY IS NOT AS PER SPECIFICATIONS MENTIONED IN THE PURCHASE ORDER.

1.2.5 SHIPPING TOLERANCE & SCALE VARIATION:

Shipping tolerance of +/- 5% shall be permitted in individual shipment lot. The weighment & analysis of Caustic Soda Lye at Vizag Port in Ship's Tank shall be final. However, tolerances of +/- 0.5 % shall be permitted between load port & disport quantity for the purpose of payment.

1.3 PASSAGE OF TITLE TO THE GOODS: (For Indigenous Supply)

The delivery of goods under the terms of the contracts being Liquid Cargo, the title of the said goods is passed on to the buyer along with risk at the moment the Cargo

crosses the rail of the ship and in to the ship manifold while loading (Part or Full and Complete or Incomplete).

1.4 SETTLEMENT OF DUES

The quantity received shall be determined as per Survey Report of an Independent Survey Agency based on Ship's Tanks. The payment shall be released as per quantity and quality as determined at discharge port, Vizag by Independent Surveyor appointed by NALCO.

The Buyer reserve its right to set-off /adjust and/or deduct from any pending bills of the supplier in the event of any short-fall in quality or quantity at the port of discharge at may be determined as per the survey report. This right of buyer is in addition to its right to recover the said loss and/or shortfall from the Performance Bank Guarantee (PBG) issued by the Seller in terms of the contract.

1.5 CLEANLINESS OF VESSELS:

The seller shall arrange survey of ship's cargo tanks and pipe lines from Independent Inspection Agency at load port at no cost to Buyer and obtain certificate to the effect that ship's cargo tanks and pipe lines prior to loading of consignment of caustic soda lye, are free from any impurity whatsoever including contaminated caustic soda lye, if any, which may remain the ship's cargo tanks as residue from earlier shipments. Seller shall also ensure that cargo owner's rights of recovery against ship owner would not be lost or waived in any manner in the Charter party.

1.6 SHIPPING DOCUMENTS:

1.6.1 One original B/L issued by the steamer agents and two copies of the following non-negotiable shipping documents should be sent through a special courier immediately after shipment to NALCO, Vizag (Andhra Pradesh), India and three copies to the General Manager (Materials), and one copy to the GM(Finance) both care of National Aluminium Co. Ltd., Bhubaneswar- 751 013 through recognised courier service so that non-negotiable shipping documents reach the Buyer's Vizag office before 6 working days of arrival of the ship at the port of discharge :

- a. Charter party bill of lading.
- b. Original invoices.
- c. Certificate of quality analysis issued by manufacturer.
- d. Certificate from the independent surveyor to the effect that ship's tanks, prior to loading, are free from any impurity whatsoever.
- e. Certificate of sampling analysis and quantity at loading port issued by the independent surveyor.

1.6.2 In case the negotiable and non-negotiable documents mentioned above do not reach Buyer's Vizag office before arrival of ship or original documents are not submitted to the beneficiary's bank within 48 hours of the Charter party Bill of lading, the Seller will

be responsible for all the consequences arising on account of delay in receipt of non-negotiable/negotiable documents.

1.7 ADVANCE INTIMATION:

Immediately after the shipment, the seller should notify the Buyer at Bhubaneswar and Vizag by a fax/e-mail the name of the ship, date of sailing from the port of loading, weight of caustic soda lye on 100% NaOH basis, value of cargo shipped and expected time of arrival of the ship at the port of discharge from time to time under this contract.

1.8 PRIOR NOTICE OF ETA:

Further, seller shall either give or arrange with the Manager of vessel to give 48 hours notice to the Buyer's Vizag office or their nominee indicating the ETA of the vessel at the port of the unloading. Thereafter, for any change in the ETA of the vessel by more than a period of 24 hours. The seller shall either advise or arrange with Master of the vessel so that the Buyer is advised about the revised ETA of the Vessel.

2.0(A) DETAILS OF CHARTER PARTY TERMS:

The terms of the Charter party shall be discussed and mutually agreed by the seller and the purchaser. However, seller to consider following for information in Charter Party when contract is on CFR basis.

(B) AGE OF VESSEL :

Age of Vessel not to exceed 15 Years. Use of over aged vessel should be avoided. If over aged vessel is used, cost of additional insurance, if any, shall be recovered from the seller.

(C) CHARTER PARTY BILLS OF LADING :

Charter party Bill of lading should be drawn to indicate the shipper and consignee as under.

- (i) Shipper : SELLER
- (ii) Consignee : National Aluminium Co. Ltd,
Damanjodi, Dist:Koraput,
(Odisha), India
Attn.: GGM (Materials)
- (iii) Notify Party : National Aluminium Co. Ltd.
Visakhapatnam Port Area,
Opp. Ore handling Complex,
Visakhapatnam - 530 035. India
Attn: DGM (Materials)

(D) SHIPPING ARRANGEMENTS:

Indian tanker should be used, if available, for shipment of whole or part of the material. In case foreign ships are employed the clearance of the concerned Governmental authorities shall be taken by the Seller, at the appropriate time.

(E) PROVISION OF PUMPS AND PIPES ETC.

Seller shall ensure that vessel is equipped with suitable pumps, pipes, couplings, flanges, reducers, tools, tackles etc. and also that they are absolutely clean and in perfect working order for discharging caustic Soda Lye at Vizag (Indian) port.

(F) WORKING PRESSURE:

Seller shall ensure that a minimum working pressure of 7 kg/cm² is available at tanker's manifold. The Ship's pump should have capacity of developing a pressure of 6 kg/cm² at the point of coupling with the marine unloading arm.

As per the latest Circular issued by Visakhapatnam Port Trust the norm for output/day for caustic soda has been fixed as 13281MT/day. Accordingly, the ship should maintain discharge rate of 554 LMT/hour in order to achieve the norm as per above circular. Otherwise Vizag port may levy penal charges if vessel does not maintain minimum discharge rate of 13,281 MT/day (554 MT/hr) and the penal charges will be to supplier's account & time lost will not be counted as Laytime.

(G) Seller shall ensure that discharge port limitations/requirements are met by vessel. Specific details if any may be ascertained by the Seller.

(H) DISCHARGE PORT CONDITION:

- i) Handling facilities at discharge port (Vizag) in India are designed to handle tanker vessels of the size ranging from 5000 DMT to 10,000 DMT.
- ii) NB of unloading arm is 300 mm extra and spool pieces are to be made available, if ship flange is 200mm to 300mm. Receipt of Caustic Soda lye from Ships /Marine tankers berthed at WQ4/WQ-5 berth of VPT and transfer of the same to 3 Nos. Shore Tanks of 10000 MT Capacity, located inside Nalco Premises. Transfer of C.S. Lye from ships to Shore tanks takes place through a Marine unloading Arm, 12" Pipe line, Valves etc in a closed condition, without any exposure to ambience or leaks preventing land / water pollution etc.
- iii) Pipe connection to the ship unloading arm and storage tank has a diameter of 300 mm NB. The handling system at Vizag port is able to handle about 600 MT/hour of Caustic Soda (on lye basis). The maximum draft available at Vizag port is 36 ft and LOA 550 ft.
- iv) The maximum Safe Height to which marine unloading arm can rise when connected to ship's manifold is approximately 12000 mm (Maximum) measured from high water level. Accordingly, ship side shall calculate the free board height considering the distance between ships' manifold and high water level.

- v) Outward Reach of the Marine unloading arm (Outboard) i.e. Drift perpendicular to the Dock face) is maximum 7600 mm measured from the fender face.
- vi) Permissible Slewing of the Arm (Drift along the berth side)= Maximum 3000 mm to either side of the manifold connection.
- vii) 12''class 150 flanges at the discharge manifold to facilitate single manifold connection.
- viii) The ship needs to maintain free board by taking the ballast such that within the above parameters, the Marine unloading arm can operate within the operating envelope.
- ix) Additional hoses if required should be provided by ship owner for connecting to unloading arm. Also the 8''/6'' hoses provided will be suitable but require matching reducers at the manifold end for being connected to NALCO's piping network.

(I) LAY TIME:

The discharge rate to be considered for lay time shall be 554 LMT/hr. In case the discharge rate is lower than 554 LMT/hr, the time lost due to lower discharge rate will not be considered towards used lay time. Provision of this lay time for discharge port should be kept in the charter party terms by Seller. The purchaser has also the benefit of using the lay time saved at the time of loading by the seller. Moreover, Vizag port may levy penal charges if vessel does not maintain this minimum discharge rate and penal charges will be to the suppliers account.

(J) ARRIVAL AND NOR:

After arrival of the vessel at the Customary anchorage at the port of unloading, the Master or his agent shall give notice by letter in person or by fax to Buyer's officer-in-charge of Vizag office/their nominees confirming that the vessel is in all respects ready to discharge the product. Notice of Readiness (NOR) should be tendered during office hours (0930 Hours to 1700 Hrs) on working days (excluding Sundays & Holidays) when the vessel is within port limit and is ready in every respect to unload. The seller or its agent should ensure receipt of NOR by NALCO. Lay time indicated herein before shall commence upon the expiry of six hours, after receipt of such notice or upon the connection of vessel's hoses to shore line hoses, whichever is earlier.

However, when delay is caused to Vessel getting into berth after serving NOR for any reasons over which Buyer (i.e. NALCO) has no control, such delay shall not count as used lay time.

(K) DEMURRAGE:

The demurrage rate should not exceed USD 1 per LMT per day. As per Charter Party, if however, demurrage is incurred at port of discharge by reasons of fire, explosion, storm, strike, lock-out, stoppage or restraint of labour or break-down of machinery or equipment in the plant of buyer, or any force majeure circumstance the rate of demurrage shall be reduced the one-half of the amount mentioned per day or prorata. Seller shall provided in the Charter party terms to Buyer incorporating the demurrage rate as per above.

Any delay due to break-down or inability of vessel's pump to discharge the product within the time allowed shall not count as used lay time. If the Buyer prohibits discharging during night time, time so lost shall not count as used lay time. Lay time shall end counting from the moment discharging hoses or discharges arm is disconnected.

Seller is to incorporate in the Charter Party terms lay time for load port and discharge port as per above.

- (L) The Vessel suitable for draft as indicated in above (H) (iii) shall discharge cargo at any safe berth. The Buyer shall not be liable for any demurrage due to delay/detention caused by strike, lock-out, stoppage or restraint of labour by the Master, officers and crew of the vessel or tug boats or pilots.
- (M) **PORT DUES:**
At discharging port, dues on vessels will be to Seller/Owner's account, but dues on product including Port charges, wharfage charges payable at Vizag port, taxes & custom duties will be to the Buyer's account.
- (N) **COMPLETION OF DISCHARGE:**
The Vessel shall have the liberty to sail immediately on completion of discharge unless obstructed by weather, tug or port conditions for which Buyer shall not be responsible in any manner.
- (O) **PRIORITY BERTHING CHARGES**
Movement of vessel at discharge port is controlled by port authority. However, buyer's vessel can have Ousting priority/priority berthing charge over others, subject to payment of ousting priority/priority berthing charge fixed by port authority. In case situation requires, nominated vessel should be prepared to pay the above charges on intimation. Alternately the seller may indicate in writing well in time to Port facilities (Nalco) giving their consent that Nalco could pay the ousting priority/priority berthing charges over others and that the same would be recovered from the payment due to the supplier. The delay in berthing ,if any, on account of failure to pay ousting priority/priority berthing charges by the seller shall be to the account of seller. In the event seller does not agree to above condition, *demurrage caused due to delay in berthing of vessel because of non-submission of priority berthing/Ousting priority, will not be entertained by Nalco. It is also to be noted that no additional loading shall be done for price evaluation on account of non-submission of ousting priority/priority berthing.*

However, when delay is caused to vessel in getting berthed after serving NOR for any reason over which Buyer (i.e. NALCO) has no control, such delay shall not count as used laytime.

NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)

GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 DEFINITION

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

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

- 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 SECURITY DEPOSIT

Unless otherwise agreed to between the Purchaser and the Contractor, the contractor within 14 days after written notice of the acceptance of the tender from the date it has been posted to the Contractor, deposit with NALCO /any of NALCO's constituents

Units/Projects as the case may be, in cash or the equivalent 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 Purchaser 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 and 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 the stores has been supplied and to recover from the Contractor a 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 5% of the total value of the Purchase 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 Purchaser 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 Purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case and shall forgo the whole or such part as he may consider reasonable of his claim for such loss or damage as aforesaid. Any failure or delay on the part of sub contractor though their employment, may have been sanctioned under condition 15 hereof shall not be admitted as reasonable ground for any extension of time or for exempting Contractor from liability for any such loss or damage as aforesaid.

7.0 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 SELLER'S RESPONSIBILITY

The Seller 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 Seller 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

Seller 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 or 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 priced 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 QUALITY OF MATERIAL

The quality of the material will be strictly as per the ordered specifications.

16.0 SYSTEM OF PAYMENT

Shall be as per the clause no. 18 of annexure IV of the NIT.

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

19. 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 affect the Contract.

20.0 LAW GOVERNING THE CONTRACT

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

21.0 HEADINGS:

The headings of the conditions here to shall not affect the construction hereof.

22.0 ARBITRATION:

Shall be as per Clause no. 17 of NIT (Annexure-IV).

23.0 POWERS

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

ANNEXURE- VII

PROFORMA FOR UNPRICED BID
FOR SUPPLY OF CAUSTIC SODA LYE (INDIGENOUS)

(To be filled in by the Tenderer)

1.	Offer of M/s. (Name & Complete Address of Tenderer) Fax No. Telex No. Telephone No. E-mail Address Cable Address Contact Person : Name of the CEO of the Company :	:	
1.1.	Please confirm Offer is being submitted as (i) agent to Principal supplier/Manufacturer or (ii) as Principal supplier/Manufacturer himself. Important: In case of offer as agent to Principal supplier/Manufacturer, please confirmed you have complied to the provisions of this NIT.		
2	Name & Address of the Principal Supplier/Manufacturer 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 address and Contact Person.	:	
(ii)	Location of the plant from where supplies shall be made.	:	

(iii)	Annual production capacity (DMT)	:					
(iv)	Quantity booked by Supplier (DMT)	:					
(v)	Please confirm authorisation/support letter of back-up manufacturer/producer is enclosed for allocation of offered quantity for supply during contractual period.	:					
(vi)	Bidders, offering to supply from new manufacturers, not indicated in the list of 15 approved manufacturers (refer BQC at Annexure-I) must confirm that they have submitted samples in two sealed packages of 2 litres each with manufacturer's test report.	:					
(vii)	Pl confirm that valid BIS Registration Certificate of manufacturer(s) of Caustic soda is submitted along with the bid.	:	Yes/No				
(vii)	Please confirm that the bidder is a Class-I local supplier of Caustic soda	:	Yes/No				
(viii)	Whether Class-I local supplier certificate from chartered accountant is attached?	:	Yes/No				
(ix)	Percentage of local content (%)	:					
4 (a)	Whether specification of the material offered is Membrane grade Caustic soda lye strictly as per Annexure -II of Tender Notice.	:	Yes/No				
(b)	Minimum. Guaranteed concentration of NaOH in Caustic Soda lye by Mass on as is basis (against minimum requirement of 47 % of NALCO)	:					
(c)	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 pro-forma given in the right side in a separate sheet. Please note Code/Standard adopted should be strictly as per Nalco.	Typical sample analysis	<table border="1"> <tr> <td>Your Guaranteed specification against each parameter of Nalco's specification & test Method</td> <td>Code/ standard adopted for sampling & analysis</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Your Guaranteed specification against each parameter of Nalco's specification & test Method	Code/ standard adopted for sampling & analysis		
Your Guaranteed specification against each parameter of Nalco's specification & test Method	Code/ standard adopted for sampling & analysis						
(d)	Please Confirm acceptance to method of testing & sampling as per annexure II of NIT.	:					

(e)	Bidders to confirm that they have submitted copies of production & supply experience figures, as required under clause 4.6 of Annexure IV, certified by a chartered accountant in the un-priced bid.	
5.	Validity of the offer (90 days from the date of opening of the techno-commercial offer)	
6 (i).	Quantity offered for supply (DMT) on 100% NaOH basis.	
(ii)	Please indicate whether the quantity offered is for Refinery Damanjodi only OR Refinery Damanjodi and CPP Angul both	
(iii)	Confirm acceptance to our Clause No. 5.0, Annexure IV regarding Quantity.	
7.(i)	Indicate monthly committed rate of supply in DMT (on 100% NaOH basis) to be evenly distributed over the delivery period.	
(ii)	Please indicate mode of supply (Viz. Ship, Rail or Road Tanker) with each shipment Lot size.	
(iii)	(a) Please indicate the Transit Time from Port of Loading to Port of Discharge at Visakhapatnam Port, India for shipment by ship (b) Please indicate transit time from your plant to buyer's plant for despatch through rail tanker. (c) Please indicate transit time from your plant to buyer's plant for despatch through Road tanker	
8.(i)	Indicate Maximum guaranteed liquid tonnage.	
(ii)	Please confirm in case liquid tonnage exceeds the Quantity stated here, all expenses, towards freight to Damanjodi and storage for excess liquid tonnage, will be to seller's account).	

9 (a)	Supply records for past two years (as per pro-forma enclosed) submitted.	Yes/No		
(b)	Indicate past supply experience of Caustic Soda Lye for last two years with Quantity for each year separately as per pro-forma given in the right side in a separate sheet	Year	Qty. Supplied	Name of Customer
		Total		
(c)	Whether Audited balance sheet of last year submitted separately	Yes / No		
(d)	Please give Turnover Information for last three years	Year	Turnover in Rs.	
(e)	Please give Production Information of caustic soda for last two years:	Year	Production in DMT	
10.	Please Confirm acceptance to sampling & Pre-shipment inspection as per Clause No. 7.0 and 10.0 of Annexure-IV of NIT.			
11.	Please confirm price has been quoted on 100% NaOH basis.	Yes/No		
12.	Confirm quoted prices are based on Gross FOR Destination basis including Loading and Forwarding, freight charge and GST . Pl refer "Note for Financial Bid in GeM Portal" at annexure III (Instruction to bidder)			
13.	Please indicate the port of loading and load port details including any restriction if any.			
14 (a)	Confirm that quoted prices will remain firm and fixed till complete execution of the order			
(b)	Please also confirm price is offered considering terms mentioned under Annexure-V for material delivery by ship mode			

(c)	Please confirm ousting priority/ priority berthing charges at discharge port (Visakhapatnam port) shall be to the account of seller. (please note that demurrage caused due to delay in berthing of vessel because of non-submission of priority berthing/Ousting priority, will not be to the account Nalco)	
15.	Confirm transit insurance is excluded from the : quoted price.	
16	Confirm that EMD has been submitted	YES/NO UTR No./BG No./Date:
17.	Confirm that Performance Bank Guarantee for : 10% of order value (including taxes/duties) will be furnished as per Clause 12.0, annexure IV of Tender Notice and as per format enclosed with the tender.	
18.	Indicate shortest period for commencement of : despatch which will be counted from date of Letter of intent/PO if placed.	
19.	Confirm acceptance of Liquidated Damages for : delay in deliveries specified in Clause 13.0 of annexure IV of Tender Notice.	
20.	Confirm specific acceptance to our Clause : No.16.0 of annexure IV of "Tender Notice" covering the operation of Risk Purchase clause.	
21(i)	Is the bidder an "MSE Unit" registered with NSIC/ DGS&D/ KVIB/ KVIC etc. OR "Start-ups" organization recognized by DIPP, Ministry of Commerce & Industry, Govt. of India	Yes/No If Yes, submit relevant documents with technical bid.
(ii)	Is the bidder a SC/ST MSE or Women MSE? Please specify.	
22(i)	Confirm acceptance to payment terms as per : Clause No. 18.0 of annexure IV	

(ii)	Confirm bank mandate form for e-payment as per enclosed annexure duly filled- in has been submitted.	
23.	Confirm acceptance to conditions mentioned in Annexure-V if material delivery is by ship	
24.	Confirm quantity in Bill of Lading shall be as per Ship's tank reading at Load Port.	
25.	Confirm acceptance of part order.	:
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.	Confirm whether SA-8000 format duly filled in submitted.	:
29.	Confirm for acceptance of Repeat Order as at Clause 20.0 of Annexure-IV	:
30.	Bidder to confirm that they have given certificate in accordance with clause no. 26.1 of Annexure-IV	:
31.	Bidder to confirm that they have given certificate in accordance with clause no. 27 of Annexure-IV	:

32.	<p>Bidder to confirm that the bidder or its : proprietor/ Partner(s)/ Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years.</p> <p>The bidder shall furnish litigation history of their firm which shall include:</p> <p>(i) Arbitration cases pending</p> <p>(ii) Disputed incomplete works</p> <p>(iii) Pending civil & criminal cases against the firm or its Proprietor/ partner(s)/ Director(s) involving moral turpitude in relation to business dealings.</p> <p>(iv) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings</p>	
33.	<p>The vendor registered under GST should : provide their GSTIN along with the copy of registration certificate along with their bid.</p> <p>The vendor will be under obligation to invoice to NALCO, correct tax rate of tax/duties as prescribed under the GST law. Pl confirm.</p>	
34.	<p>Please confirm that you shall comply with any : modification in the prescribed rules by GST council/ appropriate authority from time to time during execution of the contract.</p>	
35.	<p>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.</p>	
36.	<p>Applicable TDS shall be deducted by NALCO : as per the provision of the section 194Q of Income Tax act. Pl Confirm.</p>	

37.	Please confirm that bidder has submitted the Compliance certificate in regards to the guidelines for Land border sharing with India. Pl refer Clause No.(34) of annexure III	
38.	<p>a) Pl furnish list of your allied firm /inter-related firm participating in this tender, if any.</p> <p>b) Please confirm that you or your allied firm have not been banned by Nalco</p> <p>c) Please confirm that you or your allied firm have no pending claim for settlement against NALCO's risk & Cost purchase.</p> <p>Note: For determination of allied firms/inter-related/common management, factors as mentioned at clause no. 26.3 of annexure IV of NIT is to be considered.</p>	<p>a)</p> <p>b)</p> <p>c)</p>
39.	<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 than one unit having common business ownership/ management and are participating in the tender</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>

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

Signature of the Tenderer

Place:

Name :

Date:

Designation :

Seal :

PROFORMA FOR PAST SUPPLY RECORD FOR SUPPLY OF CAUSTIC SODA

(To be given along with Technical bid)

01. Name of Tenderer :
Address :
Fax No. :
Telephone No. :
Contact Person :
E.Mail Address :
02. Name of Manufacturer :
whose product is offered.
Address :
Fax No. :
Telephone No. :
Contact Person :
E.Mail Address. :
03. Manufacturer's Capacity :
& Grade of Product.
- 04.(i) Agreement of Manufacturer :
with tenderer for supply
quantity for sale in India
(Manufacturer's letter to
be given)
- (ii) Any Quantity already :
committed from above.
05. Supply Experience of :
Tenderer in last two years
for supply of Caustic Soda.
- | Year of Supply. | Customer's Name | Qty. |
|-----------------|-----------------|------|
| | Address | |
| | Contact Person | |
| | Telephone | |
| | Fax | |
| | E.Mail Address. | |
06. Production Experience of Manufacturer giving above details for last two years.
07. Supply Experience of Manufacturer giving above details for last two years.

Annexure-VIIA Contd.

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI

To
National Aluminium Company Limited,

Dear Sir,

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

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

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

3. Particulars of Bank:

Bank Name					Branch Name				
Branch Place					Branch City				
Pin Code					Branch Code				
MICR No									
(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)									
Account Type	Savings 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.

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

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

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

Annexure-VIIA (continued)

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET

To
National Aluminium Company Limited,

.Dear Sir,

Sub: Authorisation for release of payment due from NALCO, -----
through Electronic fund transfer by Internet Mode .

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

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

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

3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

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

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

Annexure-VIII

Price Evaluation Sheet for Caustic Soda Lye

(A) INDIGENOUS SUPPLY (By Ship Mode through Visakhapatnam Port)

1	CFR Price (Rs.) (Including loading/forwarding and sea freight)	Intended to be quoted
2	IGST on Transaction Value	@18% on 1 or as applicable
3	Sub Total with IGST	1+2
4	Additional Charge (Wharfage, Haulage and and Transportation) of Caustic soda from Vizag port to NALCO Damanjodi	Rs 1627.96/DMT
5	Notional GST on additional charge (Wharfage, Haulage and and Transportation) of Caustic soda from Vizag port to NALCO Damanjodi (For Evaluation purpose only)	@18% of 4
6	Gross FOR Destination Price (FOR Damanjodi Basis)	3+4+5

(B) INDIGENOUS SUPPLY DIRECTLY TO ALUMINA REFINERY (Road/ Rail Mode)/ CPP ANGUL (Road Mode)

1	FOR Destination Price (Rs.) (Including loading/forwarding and freight)	Intended to be quoted
2	GST on Transaction Value	As applicable@18% on 1,if inter-state (if intra-state then CGST@9% & SGST@9% on Transaction Value at 1)
3	Total with GST	1+2
4	Gross FOR Destination Price (FOR Damanjodi / CPP Angul Basis)	3

Note: Please note that Transit insurance shall be covered by Buyer (NALCO)

Social Accountability 8000 Compliance Format

A. Basic information

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

B. Information regarding Social Accountability

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

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

- Have you undergone Code of Conduct Audit (COC Audit) in last 2 years ? Yes/No
- If yes, please submit a copy of Code of Conduct Audit Report Along with this filled up questionnaire
- Have your sub-suppliers been certified for SA 8000? Yes/No
- Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you provide safety training to your employees? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- If not, do you get the facilities from NALCO Yes/No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining in your organization? Yes/No
- If no, how do you ensure freedom of expression?

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

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

- Do you provide appointment letter to your employees? Yes/No
- Do you maintain a documented terms and conditions of employment? Yes/No
- Do you maintain a disciplinary procedure? Yes/No
- If no, how do you terminate your employee?

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

- How many shift you have? _____ shifts
- What is the official working time? _____ hours
- Which day is off day in your organization? _____

- In case, a person works in off day or holiday, how is he/she compensated?

- Do you pay overtime to your employees as per law? Yes/No

- What is the lowest amount (salary/wage) you pay to your employees? Rs. _____/-

- Is there any case of deduction in wage? Yes/No

- In case, it is yes, what are the general reasons for such deduction?

- Is there any apprentice period in your organization? Yes/No

- If yes, what is the apprentice period in your organization? _____

- Do you have any international certification Yes/No

- If yes, please specify

- Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers Yes/No

- Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers who are Classified as home worker? Yes/No

- If yes, what steps you have taken to ensure that they get similar level of protection as afforded to directly employed employees?

- Have you taken care to look into issues related to child 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 information is correct.

Signature:

Designation:

Date:

Seal of the organization:

ANNEXURE-X

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No _____

Date _____

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at _____ (hereinafter referred as "The Owner/ Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper vide its Tender No. for..... (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, address, Branch, Bhubaneswar, -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:

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 XI.
- ii) Address of NALCO'S Office where tender is to be finalised is to referred in the BG.
- iii) In the case of Foreign currency BGs, BG issuing bank must have correspondent relationship with State Bank of India.

ANNEXURE-XI

PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/CONTRACTOR
(To be executed on non-Judicial stamped paper of appropriate value)

B.G. No _____

Date _____

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

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

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

3. We undertake to pay to the Company any money so demanded notwithstanding 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

B.G.s to be Furnished from any of the banks listed as per Annexure XI.

LIST OF STANDARDISED BANKS FOR EMD BG/CPBG

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)

ANNEXURE-XII

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.

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 B.D. Mohanty ED (Materials) (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 **Caustic Soda Lye** and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

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

Commitments of the BUYER

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

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

relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations:

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

-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
- 6. Independent External Monitors (IEMs):**
- 6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT /NALCO's website (www.nalcoindia.com).
- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. **Facilitation of Investigation:**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. **Law and Place of Jurisdiction:**
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. **Other Legal Actions:**
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
10. **Validity:**
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD,NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation:

Company: NALCO

Official Seal

Witness

1. _____
2. _____

Witness

1. _____
2. _____