

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	03-08-2024 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	03-08-2024 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Mines
<b>Department Name/विभाग का नाम</b>	Materials
<b>Organisation Name/संगठन का नाम</b>	National Aluminium Company Limited, Bhubaneswar
<b>Office Name/कार्यालय का नाम</b>	Alumina Refinery Nalco Damanjodi
<b>Total Quantity/कुल मात्रा</b>	310000
<b>Item Category/मद केटेगरी</b>	Paving Bitumen as per IS 73 (Q3)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC), OEM Authorization Certificate, Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	175000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

GM (Fin)

Alumina Refinery, NALCO Damanjodi-763008, Koraput, Odisha For online EMD deposit State Bank of India, A/c No.- 10838944090, IFSC Code- SBIN0006908.

(National Aluminium Company Ltd.)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Purchase Preference/एमआईआई खरीद वरीयता**

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public

Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

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

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

## **Paving Bitumen As Per IS 73 ( 310000 kilogram )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### **Technical Specifications/तकनीकी विशिष्टियाँ**

[\\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार](#)

<b>Specification</b>	<b>Specification Name/विशिष्टि का नाम</b>	<b>Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</b>
Certification	<b>ISI Marked</b>	Yes, No
Grade	<b>Grade</b>	VG 30
Packing	<b>Packing</b>	In M S drum

**Additional Specification Parameters - Paving Bitumen As Per IS 73 ( 310000 kilogram )**

Specification Parameter Name	Bid Requirement (Allowed Values)
PACKING	IN 150/ 170 KG NEW NON RETURNABLE STEEL DRUM AS PER IS:3575.
TEST CERTIFICATE	Test certificate obtained from manufacturer's laboratory / Govt. recognized / approved / NABL accredited laboratory shall be submitted by the agency / vendor alongwith the consignment.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arbind Kumar Singh	763008, Alumina Refinery Nalco, Damanjodi	310000	90

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Scope of Supply**

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

**2. Certificates**

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

**3. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**4. Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

**5. Generic**

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

**6. Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

## 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) Bidder shall submit point wise confirmation of specification as well as special conditions along with the offer.

2) Prices on gem are inclusive of all cost component i.e. GST, freight, P&F, insurance etc. Any other condition mentioned anywhere in the attachment shall be ignored. Note- **Prices to be offered as per the UOM given in the BOQ/tender documents.**

3) Vendor should submit bid only if tender additional terms & conditions and GEM general terms & conditions are acceptable. Any commercial term mentioned as an attachment shall be ignored.

4) TDS under section 194Q:

- a) Finance Act 2021 has brought amendments in existing TDS/TCS Sections and has introduced new Sections 194Q (Deduction of tax at Source on payment of certain sum for purchase of goods ) and 206AB ( Special provision for deduction of tax at source for non-filers of income-tax return) among others. The above Sections would be effective from 01st July, 2021.
- b) NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021 ) having total sales, gross receipts, or turnover from business above Rupees Ten Crores during the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year.
- c) Accordingly, Vendors/Sellers are not to collect tax at source under section 206C(1H) of the Act w.e.f. 01.07.2021, in case provisions of section are applicable to them.
- d) The above is as per the current statute and is subject to modification(s) based on amendments/ notifications under Income Tax Act, 1961, from time to time. Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.
- e) Vendor/Party categorised/designated as "specified person" under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors/Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filing of **ITR** has expired, along with the Invoice/Bill so as to facilitate NALCO, verify the applicability of Section 206AB.

5) NALCO's Vision, Mission, Core Values, Social accountability policy, Environment policy, OHS policy & Energy policy are given in the attached file for the knowledge of the suppliers for having a better understanding of NALCO company.

6) NALCO is a SA8000 certified company and all bidders interested to supply material to NALCO should be committed to social accountability. Hence, please submit the completely filled SA8000 questionnaire provided with the tender (without any alteration to the format) along with the offer. SA8000 certified companies can submit their certification. Non-compliance to the requirements of SA8000 may lead to rejection of the offer.

7) Payment term: 100% payment within 10 days of receipt and acceptance of goods at site.

**Note: Payment of GST is subject to the reflection of invoice in GSTR-2A/Anx-2 (GST New Return) of NALCO.**

8) Party has to submit interest free security deposit (SD) for 5% of PO value towards successful execution of contract in the form of "Demand Draft"/"epayment to the account details mentioned in the tender"/"Bank Guarantee which shall be valid for a period of 6 months including claim period of 3 months beyond the committed delivery period towards fulfillment of obligations in the Purchase Order in NALCO's format as per attached annexure from any of the mentioned bank approved by NALCO (refer attachment) " within 15 days of order placement.

Security Deposit shall be returned to the seller after successful execution of the order subject to re

covery of claim, if any. If the vendor fails to submit SD or at his option equivalent BG after placement of order as mentioned above, the equivalent amount will be recovered from the bill of the vendor.

9) Bidder is required to submit interest free EMD in the form of "Demand Draft"/"epayment to the account details mentioned in the tender"/"Bank Guarantee valid for six months beyond validity period of the offer in NALCO's format as per attached annexure from any of the mentioned bank approved by NALCO (refer attachment) ".

**Proof of EMD to be submitted along with the techno-commercial offer. Offers received without EMD shall not be considered. In case bidder has requested for EMD exemption (rf. cl. a "EMD Exemption" of tender document) and his claim is not found to be valid, such bids shall also be rejected without any further communication.**

The EMD shall be returned to all unsuccessful bidders after finalization of the order. The EMD of the successful bidder shall be returned after they accept the order and submit Security Deposit (SD). If the successful bidder accepts the order but fails to submit the SD, the EMD shall be retained. The EMD shall be released after receipt of SD/successful execution of the contract. In the event of non-execution of Order, the EMD shall stand forfeited.

10) The original Bank Guarantee towards EMD/SD is required to be sent directly by the Bank under Speed Post or Registered Post to the address: GM(Fin), Admin Building, Alumina Refinery, Nalco, Damanjodi, Dist- Koraput, Odisha-763008.

11) In case of order placement, vendor shall comply to **EHS (Environment Health & Safety) GUIDELINES TO SUPPLIERS** provided with the tender.

12) DELIVERY AND PRICE REDUCTION SCHEDULE / LIQUIDATED DAMAGES: Delivery period is the essence of the contract and the materials should be delivered within this time, failing which, NALCO without prejudice to its rights under the contract shall have the option either to reduce the price @ 1/2% of order value per week or part thereof subject to a maximum of 5% of the undelivered portion/the order value (if the item(s) cannot be used unless full supply is made) or to cancel the Order and purchase the materials from alternative source at the risk and cost of the supplier.

**13) No communication shall be entertained outside GeM regarding the subject tender. Representation, if any, for clarification against this tender may be raised on GeM only.**

14) Bidder must submit the attached INTEGRITY PACT for consideration of their offer for evaluation.

15) Bank Mandate form is attached in buyer added document. Bidder(s) 'not registered' with NALCO needs to submit the 'Bank Mandate' form along with the offer.

16) Upper quantity tolerance not allowed.

17) Documents attached in "Buyer Uploaded ATC document" may please be referred and documents duly filled, signed and attached to be submitted with the offer.

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#### **8. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

#### **9. Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

National Aluminium Company Ltd  
Account No.  
10838944090  
IFSC Code  
SBIN0006908

Bank Name  
STATE BANK OF INDIA  
Branch address  
NALCO TOWNSHIP DAMANJODI ODISHA-763008

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

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

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

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

का आधार होगा।

**---Thank You/धन्यवाद---**



## CHECKLIST FOR TECHNICAL AND COMMERCIAL REQUIREMENTS

(Duly filled, signed and stamped copy to be mandatorily submitted with offer along with the mentioned documents, failing which it will be assumed that tender terms & conditions have not been accepted by bidder and offer shall be rejected)

S.No.	Nalco's Requirement	Bidder's Remarks
1	Item has been quoted as per material specification document without any deviation.	Yes/ <span style="color: red;">No</span>
2	Duly signed and stamped 'Technical Specification' document <b>along with the supporting documents</b> has been submitted.	Yes/ <span style="color: red;">No</span>
3	Prices are quoted on 'FOR Nalco Stores, Damanjodi' basis including all cost component viz. GST, P&F, freight, insurance etc.	Yes/ <span style="color: red;">No</span>
4	GST rate included in the price	_____ %
5	Offer shall be valid for 90 days from the date of opening of tender i.e. final tender opening date with extension time, if any	Agreed/ <span style="color: red;">Not agreed</span>
6	Payment term as mentioned in bid document under "Buyer Added Bid Specific ATC".	Agreed/ <span style="color: red;">Not agreed</span>
7	Tender terms & conditions and GeM GTC shall only be applicable for the tender.	Agreed/ <span style="color: red;">Not agreed</span>
8	Item(s) shall be procured as per the evaluation criteria mentioned in the tender.	Agreed/ <span style="color: red;">Not agreed</span>
9	Please confirm acceptance to the tender delivery period.	Accepted/ <span style="color: red;">Not Accepted</span>
10	Please indicate the despatching station of the material.	
11	Duly filled <b>Integrity Pact</b> has been submitted with the offer	Submitted/ <span style="color: red;">Not Submitted</span>
12	EMD as per tender requirement	Submitted and documentary proof uploaded/ <span style="color: red;">EMD exemption claimed</span>
	Document in support of EMD exemption as per cl. (a) "EMD Exemption" of tender document.	Submitted/ <span style="color: red;">Not applicable</span>
	<b>Note- If EMD submission is a requirement of the tender, bidder has requested for EMD exemption and his claim is not found to be valid, such bid shall be rejected without any further communication.</b>	
13	MSE Purchase Preference as manufacturer of offered items claimed in GeM.	<b>Manufacturer of the offered items and UDYAM Registration Certificate</b> Submitted/ <span style="color: red;">Not Claimed/Not applicable</span>
	<b>Note- Bidder must avoid false declaration of manufacturing status for the offered item. In case manufacturing status couldn't be verified from the offer, MSE purchase preference shall not be given.</b>	
14	Duly filled SA 8000 questionnaire provided with the tender has been submitted	Submitted/ <span style="color: red;">Dealer</span>
15	<b>MII Local content declaration</b> as per GeM clause "Bid reserved for Make In India Products" as given in the tender document.	Submitted/ <span style="color: red;">Not Submitted</span>
	<b>Note- Purchase preference to Class I supplier shall be given only if the local content declaration is submitted by the OEM.</b>	
16	Bank Mandate/Cancelled Cheque has been submitted with the offer	Submitted/ <span style="color: green;">Registered vendor-no change in already updated bank details</span>

(Bidder's Signature with stamp)

**(Declaration on the letter head)**

To,  
GM(Materials),  
M/s. National Aluminium Company Limited,  
Refinery Unit, Damanjodi  
Dist.-Koraput, Odisha-763008

Date-

Dear Sir,

We, M/s. \_\_\_\_\_ having its office at \_\_\_\_\_(address)

hereby confirm that the offered product has \_\_\_\_% of the local content as per the definition of local content in order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 issued by Gol.

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

\_\_\_\_\_  
\_\_\_\_\_

Yours sincerely,

Signature  
Name  
Designation  
Contact No.

## **NALCO's Vision, Mission and Value Statement**

### **Vision**

To be a Premier and Integrated company in the Aluminium value chain with strategic presence in Mining both domestic & global, Metals and Energy sectors.

### **Mission**

To sustainably grow multi-fold in Mining, Alumina and Aluminium business along with select diversification in Minerals, Metals and Energy sectors, while continuously improving on efficiency and business practices thus enhancing value for all stakeholders.

### **Core Values: BEST**

#### **Benefitting Stakeholders**

We provide our customers, suppliers and other stakeholders with utmost level of value, service and satisfaction.

#### **Excellence and quality**

We ensure that our products, manufacturing & business processes adhere to the highest quality levels and standards.

#### **Sustainability**

We relentlessly pursue sustainable practices and create a positive impact on the communities we engage with.

#### **Trust & Integrity**

We conduct ourselves with dignity, integrity, equity, transparency and accountability to build trust.

## **Alumina Refinery's Vision, Mission**

### **Vision**

To be a world-class Alumina Refinery

### **Mission**

To sustainably grow multifold in Alumina Business while continuously improving on efficiency and business practices thus enhancing value for all stake holders.

SL. NO.	<b>EHS (Environment Health &amp; Safety) GUIDELINES TO SUPPLIERS</b>
1	<b>For Suppliers of Capital equipment &amp; machinery:</b> <ol style="list-style-type: none"> <li>1. Competence/maintenance/calibration requirements if any to be compiled.</li> <li>2. Does the machine need any hazardous chemicals as per MSIHC rules 1989 &amp; amendment thereafter?</li> <li>3. Noise level at 2 Meter distance is to be specified.</li> <li>4. The machine shall comply with applicable EHS legislations.</li> </ol>
2	<b>For Suppliers of Hazardous Chemicals/Inflammable Chemicals:</b> <ol style="list-style-type: none"> <li>1. You have to comply with applicable EHS legislations for manufacture, storage, transportation and possession of hazardous chemicals/inflammable liquid/gas cylinder rules.</li> <li>2. MSDS guidelines shall be followed by your organization for proper storage, transportation of hazardous materials and others as applicable.</li> <li>3. Provide MSDS at the time of first consignment or whatever any update is there to the company.</li> <li>4. Fire extinguisher is to be maintained in working condition in your organization.</li> <li>5. Avoid leakage of oil, water, coolant etc. in your organization to conserve natural resources.</li> <li>6. Provide TREM Cards to drivers for handling transportation emergencies.</li> <li>7. To use personal protective equipment such as helmets/gloves/shoes/ear plugs/welder goggles as specified and to follow safe work procedures in your organization.</li> <li>8. You should explain to your workers about potential hazards, accidents, emergencies, environmental impact and explain all precautions to be taken.</li> </ol>
3	For Suppliers of gas cylinders, the requirement of Gas Cylinder Rules and it's current amendment are to be ensured.
4	For Suppliers dispatching Full Truck –load material on their own truck must ensure the following: <ol style="list-style-type: none"> <li>1. Driver should have valid documents including Driving Licence and pollution control certificate.</li> <li>2. Unauthorised person should not drive the vehicle.</li> <li>3. Driver should strictly follow the speed regulations and other guidelines given by CISF.</li> </ol>

## **SOCIAL ACCOUNTABILITY POLICY**

We at NALCO are committed to provide a socially accountable work environment to all employees and uphold ethical business practices by respecting employees' rights.

We shall achieve these by adopting a companywide culture, which will help to promote:

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

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## **ENVIRONMENT POLICY**

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

### **OBJECTIVES:**

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

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## **OCCUPATIONAL HEALTH & SAFETY POLICY**

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

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

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## **ENERGY POLICY**

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

### **Guiding Principles:**

- To endeavour for reduction in Specific Consumption of Energy in all forms in areas of significance.
- To ensure availability of correct information in time and to make available necessary resources for achieving the Objectives and Targets.
- To comply with all applicable legal and other statutory/ regulatory requirements related to our energy use, consumption and efficiency.
- To espouse Energy Efficient Technology encompassing procurement of Energy Efficient products & services and design for energy performance improvement.
- To carry out Energy audits and Energy reviews at planned intervals, to improve energy performance.

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## **PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

B. G. No.

Date:

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

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

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

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

5. 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 finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

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

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force

till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.

8. We..... Bank, 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 Tenderer(s).

9. We ..... Bank further agree that this Guarantee shall be invocable at our place of business at..... (Bank name)....., (Branch Name and address of the Branch), Bhubaneswar, Odisha 751\_\_ \_\_ with IFSC Code\_\_\_\_\_.

Date... ..... Bank

Corporate Seal of the Bank

By its constitutional Attorney

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

Details of Persons Issuing the BG:

Name:

Address for Correspondence:

Telephone & Fax No.

E-mail :

IFSC Code of the Bank:

Note: BGs to be furnished from any of the approved banks of NALCO as listed afterwards.

**BANK GUARANTEE FOR SECURITY DEPOSIT**  
**(To be executed on non-judicial stamped paper of appropriate value)**

B. G. No. \_\_\_\_\_

Date: \_\_\_\_\_

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its UNIT/Office at \_ (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called “ The Company” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to exempt M/s.

.....(Hereinafter called “the said Contractor(s)/ Seller(s)”), which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No. .... dt. ....for.....(work/assignment description) of cash security deposit for the due fulfillment by the said contractor(s)/seller(s) of the terms and conditions contained in the said Contract(s)/Order(s), on production of Bank Guarantee for Rs. ....(Rupees..... only).

2. We .....Bank having its branch office at \_\_\_\_\_ and IFSC code 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 and binding, the amount claimed is due by way of 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 contained in the said contract(s)/orders(s) or by reasons of the said Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s) including defect liability obligations or that the amount covered under this guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees .....only).

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(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 valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company 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 respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. 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 discharges the 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 Contract(s)/Order(s) or to extend the 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 Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions 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 affect of so relieving us.

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

8. We..... Bank, 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)/ Sellers(s).

9. We ..... Bank further agree that this Guarantee shall be invocable at our place of business at.....(Bank name)....., (Branch Name and address of the Branch), Bhubaneswar, Odisha 751\_ \_ \_ and IFSC code \_\_\_\_\_ .

Date... ..... Bank  
Corporate Seal of the Bank By its constitutional Attorney

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

Detail of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

Note: BGs to be furnished from any of the approved banks of NALCO as listed afterwards.

## **LIST OF STANDARDISED BANKS**

### **SCHEDULED PUBLIC SECTOR BANKS (INDIAN)**

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

(Nineteen banks)

### **SCHEDULED PRIVATE SECTOR BANKS (INDIAN)**

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

(Sixteen Banks)

## **List of FOREIGN BANKS**

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

(Thirty Six Banks)

## Social Accountability 8000 Compliance Format (Supplier)

### **A. Basic information**

<b>Name of the organization</b>		
<b>Address</b>		
<b>Telephone No</b>		
<b>Name of the Proprietor</b>		
<b>Nature of Business</b>		
<b>License Number and date of expiry</b>		
<b>Employees</b>	<b>Staff (Total Number)</b>	<b>Workmen (Total Number)</b>
• 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 in form 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
- 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
- Do you have any procedure in your organization for Accessing work place related risk? Yes/No
- Do you have any worker participation based team Such as SPT (social performance Team) and Safety health Committee (SHC)? Yes/No
- Do you have any procedure in your organization for Consultation with stake holder & interested parties for

- improvement of the system? Yes/No
- Does your organization charge any employment fee from workers? Yes/No
  - Do you have any system for consultation & communication with Employees and other interested parties to understand the provision Of SA-8000? Yes/No
  - Do you have any procedure for handling the grievance and problems of the workers? Yes/No
  - Do you have any evaluation system for your suppliers, sub-suppliers And contractors? Yes/No
  - What types of medical benefits you provide to your employees?
- 
- 
- 
- 
- Do you allow trade union and collective bargaining in your organization? Yes/No
- If no, how do you ensure freedom of expression?
- 
- 
- 
- 
- 
- Incase of non-performance of any employee, how do you deal with such situations?
- 
- 
- 
- 
- 
- What are the procedures of hiring/promotion/ remuneration in your organization?
- 
- 
- 
- 
- 
- Do you provide appointment letter to your employees? Yes/No
  - Do you maintain a documented terms and conditions

of employment?

Yes/No

- Do you maintain a disciplinary procedure?

Yes/No

If no, how do you terminate your employee?

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

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- 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?

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- Do you pay overtime to your employeesas 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?

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- 
- 
- 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 directly by permanent employees?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - Have you taken care to look into issues related to child labour Forced labour, health & safety, working hours and remuneration of your suppliers Yes/No

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

We declare that the above-mentioned informations are correct.

Signature:  
Designation:  
Date

Seal of the organization

**MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RBI**  
**EFT/ RTGS/NEFT/Internet Banking**

**To**

**National Aluminium Company Limited,**

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**Dear Sir,**

Sub: Authorization for release of payment due from NALCO, through RBI-EFT/Internet / RTGS.

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

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

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

PermanentAccountNumber :.....

**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

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)



**Annexure-B**

**PRE CONTRACT INTEGRITY PACT**

**General**

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

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

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

**NOW THEREFORE**

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

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

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

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



### **Commitments of the BUYER**

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

### **Commitments of BIDDERS**

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
  - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or





immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.



- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. **Previous Transgression**

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

5.. **Sanctions for Violations :**

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) The Earnest Money Deposit ( in pre-contract stage) and/or Security Deposit / Performance Bond ( after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.



- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
- 6. Independent External Monitors (IEMs):**
- 6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website ([www.nalcoindia.com](http://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:**

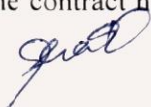
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

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:

**S.K. RANJAN**

Designation:

**Dy. General Manager(Matls.)**

Company:

**NALCO**


Official Seal

Witness

1.

  
**S.K. SINGH**  
**AGM (Matls.)**

2.

  
**(Priyanka Rai)**  
**Mgr (Mat)**

Witness

1.

2.

**Bidder may write to the IEM through E-mail (provided in the tender) for their grievances, if any, giving details of the tender reference, name of the tender issuing officer and Nalco's Unit for quick identification of the tender by the IEM.**

**IEMs of NALCO are as follows:**

1. Smt. Deepa Krishan IRS (Retd.)  
C 2603, Sushant Lok-1  
Gurgaon, Haryana-122002  
Email- deepakrishan@gmail.com

2. Dr. Meeran C Borwankar IPS (Retd.)  
C 10/5, Vasant Vihar  
New Delhi-110052  
Email- mcborwankar@gmail.com

3. Ms. Archana Ranjan, IRS (Retd.)  
A 4/1, Vasant Vihar,  
New Delhi- 110057  
Email- ranjan.archana@gmail.com

**Note: Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be address to the IEMs".**

**Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per details given below:**

**Name of Buyer: Ms. Priyanka Rai**

**Designation: Manager(Materials)**

**Email: priyanka.raï@nalcoindia.co.in**

**Contact no.: 7894446785**