

Sub: Limited Tender for participation by CPSE vendors through GeM (Government e-Marketplace) for Procurement of HFO for Alumina Refinery, Damanjodi, Smelter Plant, Angul and CPP, Angul for a period of one year

Dear Sir,

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

1. Tender Notice No. NBC/MM/01/NIT/HFO/2024
2. Unpriced bid proforma for Indigenous offer (Annexure-I)
3. Price Bid Proforma for HFO
4. Proforma for SA-8000 (Annexure- II)
5. Proforma for pre contract Integrity pact (Annexure- III)
7. Proforma for price break up (Annexure-IV)

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

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

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

Thanking you,

Yours faithfully,

For & on behalf of NATIONAL ALUMINIUM COMPANY LIMITED.,

Signature :

Name : Rajesh Kapoor

Designation : EXECUTIVE DIRECTOR (MATERIALS)

Tender Notice No. - NBC/MM/01/NIT/HFO/2024

Last date & time of receipt of the tender (both priced & unpriced) : 05:00 P.M., 06/09/2024

Date & time of opening of the tender (unpriced only) * : 05:30 P.M., 06/09/2024

Dear Sir,

We are in the market for procurement of HFO for our Smelter Plant, Angul; CPP, Angul and Alumina Refinery, Damanjodi. Online Bids in two part fashion are invited from CPSE Oil Producers having refinery in India & having necessary storage facilities.

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

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

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

(i)	Mr. Pavan Babar	E-mail: pavan.babar@nalcoindia.co.in
	AGM(Matls.)	Tel. +91 94370 26420
(ii)	Mr. Rajesh Kapoor	E-mail : rkapoor@nalcoindia.co.in
	ED(Materials)	Tel. : +91 674 230 2474

1.0 Bidders Qualifying Criteria (BQC) :

- 1.1 The minimum local content of the offered product by the bidder, shall be as per the OM No. FP-20013/12/2018-FP-PNG, Dtd. 25/06/2019 of Ministry of Petroleum and Natural Gas, Govt. of India (Read with Letter No. FP-20013/5/2018-FP-PNG-Part(1) (E-25884), Dtd. 16/03/2021).
- 1.2 Bidders should have refinery in India, producing HFO and having necessary storage facilities.
- 1.3 Bidders must enclose production and supply experience of HFO in the last two financial years i.e. 2022-2023 & 2023 -2024 duly certified by chartered accountant/ chartered engineer or copies of Annual report showing the production and sales/supply details of above two years.

Bidders should have supply experience of HFO in rake load in the last two financial years i.e. 2022-2023 & 2023-2024.

- 1.4 Average annual financial turnover of the bidder during the last three financial years should be at least Rs. 558.89 Crore. Last three financial years means 2021-2022, 2022-2023 & 2023-2024 or years 2021, 2022 & 2023 as per bidder's annual financial statements.

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

Note: - (1) Certificate issued by Chartered accountant/Chartered engineers regarding production and supply experience as mentioned above must bear the name and designation of authority issuing the same.
(2) "In case Financial Audited Statements of the year 2023-2024 is not ready in case of any bidder, they can submit their C.A. Certified Turnover & Net worth report of the year 2023-2024. In case of failure to meet any mode of 2023-2024 financial statements, their annual financial turnover for the years 2020-21, 2021-22, 2022-2023 & Net worth statement of the year 2022-2023 may be considered provided they submit a certificate issued by their C.A that their Audited reports for the year 2023-2024 is not ready till the date of bidding."

2.0 **MATERIAL:**

Heavy Fuel Oil (HFO) as per IS-1593-1982 (reaffirmed 2004) for MV2 grade (as amended)

3.0 **RATE/PRICE :**

Manufacturer has to quote unit rate/price of above materials Ex-refinery/ Ex-depot as per clause No. 5 below and give price break-up for delivery at our Units as per Priced Bid format. Also they should quote the discount given per KL for each of the material.

4.0 **QUANTITY:**

	Refinery	Smelter	CPP	Total
HFO	167755 KL	31000 KL	7191 KL	205946 KL

Note: - AR-Alumina Refinery, CPP- Captive Power Plant, KL - Kilolitre

The quantities of HFO mentioned above are with normal product temperature at ambient condition.

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

- GGM (Mat), S&P/ DGM (Mat) for Smelter Plant, CPP
- GGM (Mat), M&R / DGM (Mat), Alumina refinery / GGM (PF)/DGM (Mat), Port Facility, Vizag for Alumina Refinery, Damanjodi and
- Or the dealing officer of respective units.

Order Quantities may be diverted from one unit to other for any supplier depending on requirement which shall be normally in multiples of normal rake load.

Suppliers are required to quote quantities in multiple rake loads (approx. 2800KL/rake) for supply by rail.

5.0 RATE/PRICE BASIS (For HFO):

Price to be quoted for supply to Damanjodi (For AR Unit) from ex-Vizag & to Angul (For Smelter & CPP Unit) from ex-Haldia/Vizag irrespective of their source of supply.

- The vendor is to give their basic price prevailing on **27/08/2024** i.e. the day preceding 10 (Ten) days prior to the Original due date of tender submission. They must certify the same on the un-price bid duly accompanied by the price circular of PSU.
- Exclusive of current applicable GST, which shall be payable extra at actual, subject to submission of GST invoice enabling buyer to avail Input Tax Credit (ITC).
- Siding/shunting charges payable extra by buyer at actuals. Producers to mention present applicable rate per KL for the same.
- Railway freight, which shall be payable extra at actuals. Supplier to mention present applicable freight rate per KL for the same.
- The Rail freight charges to be quoted exclusive of GST.
- Current Applicable GST, siding/shunting charges, Rail freight charges are to be mentioned as per price bid format for evaluation.
- Exclusive of Transit Insurance.
- **In the event of supply from loading point other than ex-Vizag & ex-Haldia, the railway freight maximum up to the applicable rate ruling on the date of despatch from Vizag/Haldia will be payable for which vendor have to provide necessary documentary proof.**
- Revision in basic price from time to time are to be linked w.r.t. PSU basic price ex-Vizag/ex-Haldia & not from any other despatch/loading point. **Price Circular of HFO as and when required are to be provided to buyer.**

6.0 TAXES & DUTIES:

To indicate present rate of IGST, CGST & SGST in their offer and statutory variation to the same shall be to buyer's account.

7.0 DISCOUNT:

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

8.0 PRICE BREAKUP :

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

Element of price	Value in Rs./KL
Basic Price	
Shunt. Charges	
Sub Total -1	
Discount(-)	
Sub Total-2	
Indicative Freight rate (Road/Rail).	
Sub-Total-3	
IGST on subtotal -3	
Total	
Input Tax Credit (ITC)	
Net Price	

9.0 TERMS OF PAYMENT:

100% payment including taxes/duties and freight etc. shall be made on presentation of the following despatch documents to our

GM (Finance), Alumina Refinery, Damanjodi for Alumina Refinery,
GM (Finance) Smelter Plant for Smelter Plant,
GM (Finance), CPP for CPP, Angul.

The payment shall be released within 15 days of Invoice/RR. The payment shall be made through e-payment. The seller is to furnish bank mandate form for e-payment.

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

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

- In case of taxable goods, 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 transporter's copy of Invoice to the carrier along with other relevant documents and /or send directly to the buyer in advance through courier/e-mail. 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.

However, payment of GST is subject to reflection of supplier's invoice in GSTR2A/Annex-2 (GST new return) of NALCO.

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.

In case, NALCO is not able to take Input Tax Credit due to any noncompliance/ default/ negligence of the seller, the same shall be recovered from the pending bills/dues.

Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

- 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 and withholding Tax under GST during execution of the contract.
- Tax Deduction at Source under GST
 - i. 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 than Rs.2,50,000/-. This provision is applicable from 01.10.2018.
 - ii. However, no deduction shall be made if supplier is PSU.
- ***"NALCO (Buyer) w.e.f. 01.07.21, will deduct TDS u/s 194Q at the rate of 0.10% on Purchase value exceeding Rs.50 Lakh. For the purpose of computing threshold limit of Rs.50 Lakh, all Invoices accounted for by NALCO from 01.04.21 will be considered. However, this is as per current provision of the***

income Tax Act and is subject to modification based on further notification on the subject by Govt. of India under Income Tax Act."

10.0 PRODUCT QUALITY:

Specification of HFO:

HFO to be supplied shall be as per IS-1593-1982 (reaffirmed 2004) for MV2 grade with subsequent amendments/revision thereof except Relative Density parameter of the standard. The relative density of HFO shall be less than 0.99 at 15 deg. C. In the despatch documents, HFO supplier shall indicate test results of all HFO parameters as indicated in IS 1593-1982(reaffirmed 2004) for MV2 grade fuel oil with subsequent amendments/revision thereof along with the test results of relative density.

HFO for all the units will be received through railway rake only & for sampling, testing & acceptance of quantity, the following procedure will be followed.

Sampling method

Sampling method of HFO shall be as per IS 1447(Part1): 2000(reaffirmed 2006) with its subsequent amendments/revision thereof.

Testing method

Testing method for HFO for all parameters except Sulphur shall be as indicated in IS: 1593-1982(reaffirmed 2004) and its subsequent amendments revision thereof. However, for Sulphur testing method shall be as indicated in IS 1593-1982(reaffirmed 2004) for reference analysis and its subsequent amendments revision thereof i.e. as per IS 1448(P:33): 1991 (reaffirmed 2003) and its subsequent amendments revision thereof of as per ASTM D 4294 for routine analysis. Oil supplier shall test all oil parameters as mentioned in IS: 1593-1982(reaffirmed 2004) and its subsequent amendments revision thereof as per testing method indicated above and shall submit test result of all oil parameters along with despatch documents.

Acceptance criteria:

Following acceptance criteria will be followed at NALCO, as all the quality parameters in line with specification can not be checked before unloading the rake.

- a. Material (HFO) will be accepted /unloaded after verifying the test certificate provided by the supplier and based on checking of seals of wagons.
- b. In case of damaged seals, sampling, testing will be carried out as indicated in the tender document and the material (HFO) will be accepted/unloaded if it fulfils the specification defined, in case of deviation/discrepancies the matter will be dealt as defined in (d) here below.

- c. In the despatch documents HFO supplier shall indicate test results of all HFO parameters as indicated in IS:1593-1982(reaffirmed 2004) for MV2 grade fuel oil with subsequent amendments/revision thereof along with the Relative Density. If test results of any parameters as indicated in IS:1593-1982(reaffirmed 2004) for MV2 grade fuel oil(total nine parameters) with subsequent amendments/revisions thereof along with the Relative Density is not appearing in the despatch document then HFO for that particular consignment may not be accepted and buyer may recover relevant cost including railway demurrage cost. Further, if test results of any parameters as indicated in despatch document does not conform to IS: 1593-1982(reaffirmed 2004) for MV2 grade fuel oil (total nine parameters) with subsequent amendments/revisions thereof and the Relative Density parameter as indicated in the specification, then HFO for that particular consignment may not be accepted and buyer may recover relevant cost including railway demurrage cost.
- d. On receipt of the rake at site, sampling may be done in line with IS 1447 (Part - 1): 2000 (reaffirmed 2006) by NALCO. Analysis of all the nine parameters as mentioned in IS : 1593-1982 (reaffirmed 2004) for MV2 Grade with subsequent amendment/ revision thereof, including Relative Density of supplied HFO through rake for individual supplier can be selected at random on quarterly basis jointly with operation and Laboratory representative and sample can be sent to approved laboratories of MOP & NG only for testing as per appropriate relevant IS. The sampling may be done in line with IS 1447 (Part-1): 2000 (reaffirmed 2006) jointly by the representative of supplier and NALCO. In case of non-arrival of supplier's representative on prior information (by user department), 2 samples collected jointly by User/ Laboratory from the rake can be sealed for testing at outside laboratory as well as to keep a reference sample. If it is found that any HFO parameter does not confirm to IS:1593-1982 (reaffirmed 2004), for MV 2 grade fuel oil with subsequent revision / amendment thereof along with relative density, than for that consignment, deviation/ discrepancies shall be informed to supplier and the preserved sample analysis will be done with joint supervision. Then NALCO & the supplier shall jointly establish the deviation / discrepancies with respect to specification of HFO for acceptance of consignment with recovery of cost, if any. On testing in line with method specified in the tender document, if it is found that any HFO parameter does not confirm to IS : 1593-1982 (reaffirmed 2004), then that consignment, deviation/ discrepancies shall be informed to the supplier, who will depute his representative for a joint survey/ analysis of the sample preserved. Then NALCO & the supplier shall jointly establish the deviation / discrepancies w.r.t. specification of HFO for acceptance of consignment with recovery, if any.
- Submission of a copy of quality certificate/test results of all nine parameters including relative Density to fulfil the requirement of clause c of

acceptance criteria through fax/email prior to receipt of the rake at site is a necessity.

- e. The supplier must ensure that the copy of quality certificate/test results of all nine parameters including relative density to fulfil the requirement of clause (c) of acceptance through Fax/e-mail/in original is received at unloading site sufficiently at least two days prior to the arrival of the rake at the site & is an absolute necessity, else rake cannot be unloaded and demurrage there on shall be to the supplier account.

The supplier may be asked to mention the grade of the HFO (i.e. MV2) in the test report.

- f. All invoice quantity should be volumetric in line with the normal product temperature at ambient condition.
- g. Dip level of each wagon to be provided. Loading temperature and density of HFO for the entire rake to be provided along with the invoice (to be available on or before the date of arrival of rake at site).
- h. Calibration Chart of each wagon to be provided.
- i. NALCO may depute representatives for inspection during loading at sellers' premises. Oil companies shall provide prior intimation regarding loading and allow NALCO's representative to inspect and record measurements.

Note: Relative Density above is same as specific gravity and is with respect to water.

11.0 DELIVERY & MODE OF DESPATCH:

HFO for all units shall be by rail rake load duly freight paid. For rail despatches, you shall arrange and co-ordinate with Railways for placement/movement of rail tankers to ensure timely delivery in line with our periodical requirement schedules to be submitted to you. For despatches to be made in NALCO's rake to our Alumina Refinery preference can be given to parties offering from Vizag.

12.0 DELIVERY SCHEDULE:

By end of proceeding month, actual delivery requirement for the subsequent/future month shall be intimated to supplier through buyer's Alumina refinery/Vizag Office/Smelter and CPP Unit. Total quantity of HFO is to be delivered in 12 months from the date of order. The actual delivery requirement will be communicated by respective unit (Ref. clause no. 4.0) for despatch of HFO. Timely delivery of material is the essence of contract.

13.0 SOURCE OF SUPPLY & LOADING SUPERVISION:

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

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

14.0 DESPATCH INSTRUCTION:

You shall intimate our

GGM (Mat)/DGM (Mat), M&R Complex, Damanjodi,

GM (Mat)/DGM (Mat), Smelter plant, Angul,

DGM (Mat), CPP, Angul

on despatch with all relevant despatch details and original despatch document to be sent to them on priority for taking the delivery.

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

16.0 QUANTITY TOLERANCE:

Quantity tolerance of +/- 5% on ordered quantity will be allowed to make a rake load/short closure of the order.

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

18.0 Each party has to confirm specifically in writing and furnish documentary proof along with the bid for the following:

(a) Their own storage tank facility including capacity for HFO at Vizag/Haldia.

(b) The rake loading facility from the above storage tank at Vizag/Haldia.

(c) In the event they do not have their own storage tank facility, the details of hospitality arrangement they have with other oil companies for utilising the storage tank facility at Vizag/Haldia enclosing relevant supporting documents to that effect.

19.0 Parties who have not supplied HFO to NALCO earlier are to confirm

(i)

(a) Loading facility at loading point.

(b) Written MOU/written arrangement with the Railways for providing BTPN rake.

- (c) Storage capacity of HFO at the loading point from where dispatches will be made to NALCO.
- (ii) Parties who have not supplied to NALCO earlier are to confirm and provide documentary proof for date wise despatch of BTPN rakes carrying HFO mentioning clearly the date of loading/number of BTPN wagons in a rake/quantity loaded/ destination of BTPN wagons in a rake/quantity loaded/destination/RR no./RR copy for the period and 01.04.2022 to 31.03.2023 and 01.04.2023 to 31.03.2024 in support of supply experience.

20.0 ARBITRATION:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) I Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

21.0 Distribution:

- (i) NALCO would like to procure the tender quantity by placing orders on minimum 3 (Three) parties for HFO. The buyer reserves the right to conduct price negotiation if necessary and the same shall be done only with L-1 tenderer and parties will be asked to match L-1/negotiated L-1 price for distribution of order in order of pricing position in the tender. Percentage of distribution in order of pricing position in tender subject to matching the L-1 price/ negotiated L-1 price will be in the ratio of 50%:30%:20% for entire tender quantity for HFO. The above distribution can be changed in the event parties eligible for ordering as per pricing position in the tender have offered/acceptable for lesser quantity. The distribution of order can be made to more than 3(Three) parties in case of HFO to cover the full requirement in the above instance. If more than one bidder is in L-1/negotiated L-1 position the quantity will be distributed equally among the bidders.

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

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

the tendered quantity depending upon their interse pricing position in the tender.

- (iv) The bidders who do not have Refinery/Storage point at Vizag for Alumina Refinery, Damanjodi and Vizag/ Haldia for Smelter & CPP, Angul may be considered for ordering maximum up to 40% of the tender quantity if they are L-1 in the tender or match the L-1/ negotiated L-1 rate if required to do so for covering the tendered quantity depending upon their interse pricing position in the tender.

22.0 Demurrage (For HFO by Rail):

The suppliers are to execute the orders as per the delivery schedule indicated from time to time by NALCO and should ensure placement of rake accordingly by suitable liasioning with Railway. Demurrage if any that accrues on account of unloading of the rakes at NALCO's site attributable to NALCO shall be borne by buyer. In all other cases, demurrage shall be borne by the seller along with applicable GST.

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

- 24.0** **The evaluation of bids will be done item wise for the respective units. NALCO reserves the right to issue combined/separate P.O.s for each item for each unit on successful bidder.**

- 25.0** **Order is to be issued on successful bidders on their supply location/plant address, from where the GST invoice will be raised. The bidder is to indicate the address of supply location with GST details.**

- 26.0** NALCO reserves the right to modify/cancel this tender without assigning any reasons thereof.

- 27.0** The tender should be clearly typed & wherever correction made the same should be initialled otherwise offer is liable for rejection.

- 28.0** We are SA 8000 certified company. It is expected that our suppliers/ service providers confirm to the requirements of this international standard SA8000-2008. The survey questionnaire (attached) may please be filled & sent along with the bid document (Annexure-II).

29.0 Jurisdiction :

The contract shall be governed by & construed according to the laws in force in India & subject to exclusive Jurisdiction of the courts of Bhubaneswar only.

30.0 Integrity Pact:

The tenderer must sign the integrity pact duly filled in as per Annexure-III & submit the same along with un-priced bid.

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

Smt. Deepa Krishna, IRS(Retd.), C 2603, Sushant Lok -1 Gurgaon, Haryana Pin - 122002 E-mail : deepakrishan@gmail.com	Ms. Meeran C Borwankar IPS(Retd) C10/5, Vasant Vihar New Delhi-110052 E-mail:mcborwankar@gmail.com	Ms. Archana Ranjan , IRS (Retd.) A 4/1, Vasant Vihar New Delhi- 110057 E-mail: ranjan.archana@gmail.com
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Bidder may write to either of the IEMs for their grievances related to Integrity pact, if any, giving details of the tender, name of the tender issuing officer etc. for quick identification of the tender by the IEM to resolve their grievances.

NOTE: For tender related any queries, bidder may write Mr. Pavan Babar, AGM (Matls.), Mail ID: pavan.babar@nalcoindia.co.in or Mr. Rajesh Kapoor, ED(Materials), Mail ID : rkapoor@nalcoindia.co.in

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

All the clauses of OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure (Procurement Policy Division) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>

All the bidders are required to submit compliance certificate as asked in the above OM No. F.7/10/2021-PPD dated 23.02.2023. The model certificate is given below:

Model certificate for tenders:

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

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

32.0 SUBMISSION OF BID:

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

- (A) **"Unpriced bid for supply of HFO against Tender Notice no. NBC/MM/01/NIT/HFO/2024, Dtd. 16/08/2024"** shall consist of
- i) Duly filled in unpriced bid proforma (Annexure - I)
 - ii) Production and supply experience of HFO in the last two financial years i.e. 2022-2023 & 2023 -2024 duly certified by chartered accountant/ chartered engineer or copies of Annual report showing the production and sales/supply details of above two years.
 - iii) The copies of audited financial statements/ profit & loss accounts for the last three financial years duly certified by Chartered Accountant indicating UDIN.
 - iv) Duly filled of SA-8000 (Annexure -II)
 - v) Local content percentage (%) certificate form the statutory auditor or cost auditor of the company or form a practicing cost accountant or practicing chartered accountant.
 - vi) Compliance certificate towards beneficiary relationship as per OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance (Deptt. of Expenditure)
 - vii) Proforma for Integrity pact (Annexure -III)

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

- (B) **"Price bid/BOQ for supply of HFO against Tender Notice no. NBC/MM/01/NIT/HFO/2024, Dtd. 16/08/2024"** shall consist of
- i) Duly filled in Price Bid proforma for HFO (Supply by Rail) as per the GeM portal

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

- (C) *On opening of price bids under GeM Portal, techno-commercially accepted bidders are to submit the detailed price break up of their quoted price in GeM portal, including basic price, shunting charges, delivery charges/freight, excise duty, discount, state tax / GST, state rebate, additional taxes if any etc. The price break up of the quoted prices shall be submitted as per the Annexure-IV i.e. Proforma for Price Break up. Please note that the final price figure*

submitted under price break up shall exactly match with the price quoted under GeM portal.

Last date of receipt of the tender (both priced & unpriced) - 05:00, 06/09/2024

Date of opening of the Unpriced bid * - 05:30,06/09/2024

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

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

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

(i)	Mr. Pavan Babar	E-mail: pavan.babar@nalcoindia.co.in
	AGM(Matls.)	Tel. +91 94370 26420
(ii)	Mr. Rajesh Kapoor	E-mail : rkapoor@nalcoindia.co.in
	ED(Materials)	Tel: +91 674 230 2474

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

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

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

Thanking You,

Yours faithfully,
for National Aluminium Co. Ltd.,

(Rajesh Kapoor)
Executive Director(Materials)

UNPRICED BID PROFORMA

1.	Name of the bidder Address	:	
2.	Whether specification as per NIT	:	
3.	Quantity Offered (i) HFO	:	AR Smelter- CPP TOTAL
4.	Please confirm quantity offered for HFO is with normal product temperature at ambient condition.	:	
5.	Please confirm all invoice quantity shall be volumetric in line with the reference normal product temperature at ambient condition.	:	
6.	Validity of Offer (Against NALCO requirement of Minimum 120 days)	:	
7.	Source of Supply (HFO) HFO	:	
8.	Whether delivery to be effected as per requirement of NALCO by rake load basis to all units for HFO.	:	
9.(i)	Address from where supply to be made & Invoice will be raised:	:	
(ii)	GST No. of supply location/depot:	:	
(iii)	Confirm placement of PO on above supply address from where GST Invoice will be raised, in the event of P.O.	:	
10 (i)	Please confirm type of Supplier i.e. Whether Class-I or Class-II local supplier (As defined in order dtd. 16.09.2020 & OM Dtd. 04.03.2021 of DPIIT, Ministry of Commerce and Industry, GoI).	:	
(ii)	Confirm percentage of local content for the offered goods.	:	
(iii)	Confirm, Certificate for local content from statutory auditor or cost auditor of the company (in case of the companies) or form a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.	:	
11.	Please confirm that Compliance certificate towards beneficiary relationship as per the OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of finance (dept of Expenditure), have been submitted along with the Part-I (Unpriced Bid).	:	

12.	Whether agreed for payment term as per NIT	:	
13.	Confirm acceptance of part order	:	
14.	Price list/circular copy towards proof of rate quoted is enclosed	:	
15.	Place of loading facility at the works/depot	:	
16.	Written MOU/written arrangement with the railways for providing BTPN rake on a consistent basis enclosed	:	
17.	Storage capacity of HFO at the loading point from where dispatches will be made to NALCO	:	
18.	Date wise despatch of BTPN rakes carrying HFO mentioning clearly the date of loading/number of BTPN wagons in a rake/ quantity loaded/destination/R. R. no. /RR copy for the period 01.04.2022 - 31.03.2023 & 01.04.2023-31.03.2024. This statement is essential and is to be submitted by parties who have not supplied to NALCO earlier.	:	
19.	Please confirm supply shall be made for HFO by rake load only for supply to all units of NALCO	:	
20.	Whether arbitration clause as per NIT is agreed	:	
21.	Confirm price has been quoted for supply to Damonjodi ex-Vizag & to Angul ex-Haldia/ex-Vizag for HFO by rake.	:	
22.	(i) Confirm 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 (ii) In case, NALCO is not able to take Input Tax Credit due to any noncompliance / default/negligence of the seller, the same shall be recovered from the pending bills/dues.	:	
23.	(a) NALCO (Buyer) w.e.f. 01.07.21, will deduct TDS u/s 194Q at the rate of 0.10% on Purchase value exceeding Rs.50 Lakh. For the purpose of computing threshold limit of Rs.50 Lakh, all Invoices accounted for by NALCO from 01.04.21 will be considered. However, this is as per current provision of the income Tax Act and is subject to modification based on further notification on the subject by Govt. of India under Income Tax Act. Please confirm your acceptance.	:	

	(b) Please confirm that you will not charge TCS as "Seller" under section 206C(1H) form 01.07.2021 to NALCO in the Invoices/Bills raised on NALCO for supply of material as per the provision explained above.	
24.	Whether SA-8000 format duly filled in submitted	:
25.	Please confirm that you have submitted price bid in GeM Portal inclusive of basic price, freight, discount and all other applicable taxes & duties.	:
26.	Confirm price is quoted prevailing on 27/08/2024 i.e. the day preceding 10 (Ten) days prior to the original due date of tender submission.	:
27.	Confirm acceptance to demurrage clause of the tender.	:
28.	Confirm state surcharge, shunting charges/siding charges are as per Vizag/Haldia as the case may be.	:
29.	Confirm to submit price circular of PSU & railway / road (as applicable) freight rate along with despatch documents	:
30.	Confirm acceptance to all other terms & conditions of tender	:
31.	Confirm Integrity Pact duly signed in is submitted	:
32.	Please confirm quoted freight is exclusive of GST on freight charges.	:

Date:

Signature of Tenderer:

Name:

Place:

Address:

Annexure-I (continued).

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI

To

National Aluminium Company Limited,

Dear Sir,

Sub: Authorization for release of payment due from NALCO, -----

----- through Electronic fund transfer(RBI-EFT)/Internet / RTGS.

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

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

1. Name of the Party :

2. Address of the party :-----

City :-----Pin Code:-----

E-mail Id: -----

Permanent Account Number :-----

3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

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

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

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

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

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

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET

To

National Aluminium Company Limited,

.Dear Sir,

Sub: Authorisation for release of payment due from NALCO, -----

-----through Electronic fund transfer by Internet Mode .

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

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

1. Name of the Party :

2. Address of the party :.....

.....

.....

City :.....Pin Code:.....

E-mail 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)

Social Accountability 8000 Compliance Format**A. Basic information**

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

B. Information regarding Social Accountability

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

- | | |
|---|--------|
| as per statutory requirement? | Yes/No |
| ▪ If directly not provided by you, do you get health & safety benefits from NALCO? | Yes/No |
| Are you certified for SA 8000? | Yes/No |
| If Yes, please submit a copy of SA8000 Certificate alongwith this filled up questionnaire | |
| Have you undergone Code of Conduct Audit (COC Audit) in last 2 years ? | Yes/No |
| If yes, please submit a copy of Code of Conduct Audit Report alongwith this filled up questionnaire | |
| Have your sub-suppliers been certified for SA 8000? | Yes/No |
| Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? | Yes/No |
| ▪ Do you provide personal protective equipment(s) to your employees free of cost? | Yes/No |
| ▪ Do you provide safety training to your employees? | Yes/No |
| ▪ Do you ensure canteen facility for your employees? | Yes/No |
| ▪ If not, do you get the facilities from NALCO | Yes/No |
| ▪ What types of medical benefits you provide to your employees? | |

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

Yes/No

If no, how do you ensure freedom of expression?

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

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

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

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

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

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

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

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

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

-
- Have you taken care to look into issues related to child 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

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through Shri _____ (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW THEREFORE

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

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

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

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

1.0 Commitments of the BUYER

- 1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

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

- relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13. Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 4.0 Previous Transgression**
- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 5.0 Sanctions for Violations :**
- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required:
- - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for

any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2. The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
- 6.0 **Independent External Monitors (IEMs):**
- 6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website (www.NALCOindia.com).
- 6.2. The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3. The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5. As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6. The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

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

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation:

Company:

NALCO

Official Seal

Witness

1. _____

2. _____

Witness

1. _____

2. _____

ANNEXURE -IV**PROFORMA FOR PRICE BREAK UP**
(To be submitted after opening of price bids)**(a) Price Break up for supply of HFO at Refinery, Damanjodi, by Rail Mode:**

Element of price	Value in Rs./KL
Basic Price in figures	
Shunt & Siding Charges	
Sub Total -1	
Discount(-)	
Sub Total-2	
Indicative Rail Freight	
Sub-Total-3	
IGST on subtotal -3	
Total = Price quoted under GeM Portal	

(b) Price Break up for supply of HFO at CPP, Angul, by Rail Mode:

Element of price	Value in Rs./KL
Basic Price in figures	
Shunt & Siding Charges	
Sub Total -1	
Discount(-)	
Sub Total-2	
Indicative Rail Freight	
Sub-Total-3	
IGST on subtotal -3	
Total = Price quoted under GeM Portal	

(c) Price Break up for supply of HFO at Smelter, Angul, by Rail Mode:

Element of price	Value in Rs./KL
Basic Price in figures	
Shunt & Siding Charges	
Sub Total -1	
Discount(-)	
Sub Total-2	
Indicative Rail Freight	
Sub-Total-3	
IGST on subtotal -3	
Total = Price quoted under GeM Portal	