



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5272960 Dated/दिनांक : 09-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-08-2024 16:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	30-08-2024 16:30:00			
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)			
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines			
Department Name/विभाग का नाम	Materials			
Organisation Name/संगठन का नाम National Aluminium Company Limited, Bhubanes				
Office Name/कार्यालय का नाम	Alumina Refinery Nalco Damanjodi			
Total Quantity/कुल मात्रा	4300			
Item Category/मद केटेगरी	12 INCH DIA X 7.1 MM THICK ERW PIPE CONFIRMING TO IS 3589-93315106510_1_1000068180_UOM_Mtr , 150 MM NB ERW PIPE CONFIRMING TO IS 1239-1-93315606010_2_1000068180_UOM_Mtr , 10 INCH DIA X 6.3 MM THICK ERW PIPE CONFIRMING TO IS 3589-93315606700_3_1000068180_UOM_Mtr , 14 INCH DIA X 8.0 MM THICK ERW PIPE CONFIRMING TO IS 3589-93315619090_4_1000068180_UOM_Mtr , 0.5 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318014090_5_1000068180_UOM_Mtr , 1.5 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318015420_6_1000068180_UOM_Mtr , 0.75 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318015590_7_1000068180_UOM_Mtr , 50 MM NB ERW PIPE CONFIRMING TO IS 1239-1-93318023520_8_1000068180_UOM_Mtr , 2.5 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318400790_9_1000068180_UOM_Mtr , 1 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318401500_10_1000068180_UOM_Mtr , 3 INCH ERW PIPE CONFIRMING TO IS 1239-1-9331840350_11_1000068180_UOM_Mtr , 100 MM NB ERW PIPE CONFIRMING TO IS 1239-1-9331840350_11_1000068180_UOM_Mtr , 100 MM NB ERW PIPE CONFIRMING TO IS 1239-1-9331840350_11_1000068180_UOM_Mtr , 8 INCH DIA X 6.3 MM THICK ERW PIPE CONFIRMING TO IS 3589-93318723110_13_1000068180_UOM_Mtr			
BOQ Title/बीओक्यू शीर्षक	Pipes for mechanical maintenance			
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No			

Bid Details/बिंड विवरण		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Certificate (Requested in ATC), 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	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes	
RA Qualification Rule	H1-Highest Priced Bid Elimination	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	12 INCH DIA X 7.1 MM THICK ERW PIPE CONFIRMING TO IS 3589-93315106510_1_1000068180_UOM_Mtr	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation	

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	60000

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 दस्तावेज़ 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

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

- 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. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

- 4. 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:
 - i. If number of technically qualified bidders are only 2 or 3.
 - ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
 - iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
 - iv. 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
 - v. 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

12 INCH DIA X 7.1 MM THICK ERW PIPE CONFIRMING TO IS 3589-93315106510 1 1000068180 UOM Mtr

(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

Specification Document	View File
BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	200	90

150 MM NB ERW PIPE CONFIRMING TO IS 1239-1-93315606010 2 1000068180 UOM Mtr

(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)

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Advisory	/-Please reter	attached BOC	document for detailed	consignee list and	delivery period

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	500	90

10 INCH DIA X 6.3 MM THICK ERW PIPE CONFIRMING TO IS 3589-93315606700 3 1000068180 UOM Mtr

(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)

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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	350	90

14 INCH DIA X 8.0 MM THICK ERW PIPE CONFIRMING TO IS 3589-93315619090_4_1000068180_UOM_Mtr

(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)

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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	100	90

0.5 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318014090_5_1000068180_UOM_Mtr

(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)

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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	400	90

1.5 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318015420 6 1000068180 UOM Mtr

(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)

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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	400	90

0.75 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318015590 7 1000068180 UOM Mtr

(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)

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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	300	90

50 MM NB ERW PIPE CONFIRMING TO IS 1239-1-93318023520_8_1000068180_UOM_Mtr

(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)

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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	450	90

2.5 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318400790_9_1000068180_UOM_Mtr

(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)

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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	100	90

1 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318401500_10_1000068180_UOM_Mtr

(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)

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

Consignee Reporting/Office परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
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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	300	90

3 INCH ERW PIPE CONFIRMING TO IS 1239-1-93318403050_11_1000068180_UOM_Mtr

(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)

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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	400	90

100 MM NB ERW PIPE CONFIRMING TO IS 1239-1-93318403500 12 1000068180_UOM_Mtr

(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

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	650	90

8 INCH DIA X 6.3 MM THICK ERW PIPE CONFIRMING TO IS 3589-93318723110_13_1000068180_UOM_Mtr

(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

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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	150	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. 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 conditi on mentioned anywhere in the attachment shall be ignored. Note- **Prices to be offered as per the UOM given in the BOQ/tender documents.**
- 1 set price shall be the summation of all the items' prices multiplied by the respective quantities. **Bidder** should mandatorily quote for all items.
- 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, 1
 961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors/C
 ontractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Pre
 vious Years for which due date for filing of ITR has expired, along with the Invoice/Bill so as to facilitate

- 5) NALCO's Vision, Mission, Core Values, Social accountability policy, Environment policy, OHS policy & En ergy 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 provi ded 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 e xecution 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 Purcha se 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 placem ent of order as mentioned above, the equivalent amount will be recovered from the bill of the ven dor.

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 per iod of the offer in NALCO's format as per attached annexure from any of the mentioned bank appr oved 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, su ch 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, D amanjodi, Dist- Koraput, Odisha-763008.
- 11) In case of order placement, vendor shall comply to EHS (Environment Health & Safety) GUIDELIN ES TO SUPPLIERS provided with the tender.
- 12) DELIVERY AND PRICE REDUCTION SCHEDULE / LIQUIDATED DAMAGES: Delivery period is the e ssence 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 porti on/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 out side 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 NAL CO 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 docume nts duly filled, signed and attached to be submitted with the offer.
- 18) Copies of all the documents submitted as "Documentary Proof" towards "Experience Criteria as per Cl. B(1) of 'Technical Specification & Requirement' document and Past Performance as per Cl. B(2) of 'Technical Specification & Requirement' document" should be attested by Notary Public.

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

8. 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 online 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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---

Technical Specification and Requirement

S.No.	Material	Material Specification	Quantity	UoM
1	12 INCH DIA X 7.1 MM THICK ERW PIPE CONFIRMING TO IS 3589- 93315106510_1_1000068 180_UOM_Mtr		200	Mtr
2	150 MM NB ERW PIPE CONFIRMING TO IS 1239- 1- 93315606010_2_1000068 180_UOM_Mtr	150 MM NB ERW PIPE CONFIRMING TO IS 1239- 1,(2004)DIMENSIONS AND NOMINAL MASS OF STEEL TUBES AS PER MEDIUM DUTY TABLE NO- 04 OF STANDARD IS 1239- 1 IN LENGTH 5 TO 6 MTRS BEVELED END	500	Mtr
3		10 INCH DIA X 6.3 MM THICK ERW PIPE CONFIRMING TO IS 3589,(2001) GRADE ERW-Fe410 ,DIMENSION AS PER TABLE-5 OF IS 3589 IN LENGTH 5 TO 6 MTRS BEVELED END	350	Mtr
4	14 INCH DIA X 8.0 MM THICK ERW PIPE CONFIRMING TO IS 3589- 93315619090_4_1000068 180_UOM_Mtr	14 INCH DIA X 8.0 MM THICK ERW PIPE CONFIRMING TO IS 3589,(2001) GRADE ERW-Fe410 ,DIMENSION AS PER TABLE-5 OF IS 3589 IN LENGTH 5 TO 6 MTRS BEVELED END	100	Mtr
5	CONFIRMING TO IS 1239- 1-	0.5 INCH ERW PIPE CONFIRMING TO IS 1239-1,(2004) DIMENSIONS AND NOMINAL MASS OF STEEL TUBES AS PER MEDIUM DUTY TABLE NO- 04 OF STANDARD IS 1239-1 IN LENGTH 5 TO 6 MTRS BEVELED END	400	Mtr
6	1.5 INCH ERW PIPE CONFIRMING TO IS 1239- 1- 93318015420_6_1000068 180_UOM_Mtr	1.5 INCH ERW PIPE CONFIRMING TO IS 1239- 1,(2004).DIMENSIONS AND NOMINAL MASS OF STEEL TUBES AS PER MEDIUM DUTY TABLE NO- 04 OF STANDARD IS 1239- 1 IN LENGTH 5 TO 6 MTRS BEVELED END	400	Mtr
7	l1_	0.75 INCH ERW PIPE CONFIRMING TO IS 1239- 1,(2004).DIMENSIONS AND NOMINAL MASS OF STEEL TUBES AS PER MEDIUM DUTY TABLE NO- 04 OF STANDARD IS 1239- 1 IN LENGTH 5 TO 6 MTRS BEVELED END	300	Mtr
8	CONFIRMING TO IS 1239- 1-	50 MM NB ERW PIPE CONFIRMING TO IS 1239-1,(2004) DIMENSIONS AND NOMINAL MASS OF STEEL TUBES AS PER MEDIUM DUTY TABLE NO- 04 OF STANDARD IS 1239-1 IN LENGTH 5 TO 6 MTRS BEVELED END	450	Mtr
9	2.5 INCH ERW PIPE CONFIRMING TO IS 1239- 1-	2.5 INCH ERW PIPE CONFIRMING TO IS 1239-1,(2004) DIMENSIONS AND NOMINAL MASS OF STEEL TUBES AS PER HEAVY DUTY TABLE NO- 05 OF STANDARD IS 1239-1 IN LENGTH 5 TO 6 MTRS BEVELED END	100	Mtr
10	1 INCH ERW PIPE CONFIRMING TO IS 1239- 1- 93318401500_10_100006 8180_UOM_Mtr	1 INCH ERW PIPE CONFIRMING TO IS 1239-1,(2004) DIMENSIONS AND NOMINAL MASS OF STEEL TUBES AS PER MEDIUM DUTY TABLE NO- 04 OF STANDARD IS 1239-1 IN LENGTH 5 TO 6 MTRS BEVELED END	300	Mtr
11	CONFIRMING TO IS 1239- 1-	3 INCH ERW PIPE CONFIRMING TO IS 1239-1,(2004) DIMENSIONS AND NOMINAL MASS OF STEEL TUBES AS PER MEDIUM DUTY TABLE NO- 04 OF STANDARD IS 1239-1 IN LENGTH 5 TO 6 MTRS BEVELED END	400	Mtr
12	100 MM NB ERW PIPE CONFIRMING TO IS 1239- 1-	100 MM NB ERW PIPE CONFIRMING TO IS 1239-1,(2004) DIMENSIONS AND NOMINAL MASS OF STEEL TUBES AS PER MEDIUM DUTY TABLE NO- 04 OF STANDARD IS 1239-1 IN LENGTH 5 TO 6 MTRS BEVELED END	650	Mtr

S.No.	Material	Material Specification	Quantity	UoM
13	THICK ERW PIPE CONFIRMING TO IS 3589	8 INCH DIA X 6.3 MM THICK ERW PIPE CONFIRMING TO IS 3589,(2001) GRADE ERW-Fe410 ,DIMENSION AS PER TABLE-5 OF IS 3589 IN LENGTH 5 TO 6 MTRS BEVELED END	150	Mtr

A SPECIAL CONDITIONS

1	MAXIMUM QUANTITY VARIATION OF -10 % IS PERMITTED FOR ALL THE PIPE ITEMS.
2	A SINGLE INDIVIDUAL PIPE LENGTH SHALL FALL BETWEEN 5 METERS TO 6 METER IN LENGTH.
3	PARTY SHALL SUBMIT MATERIAL TEST CERTIFICATE FROM OEM (ORIGINAL MANUFACTURER OF ITEMS) FOR ALL THE ITEMS ALONG WITH SUPPLY.
4	PARTY SHALL SUBMIT PHYSICAL PROPERTIES TEST REPORTS SUCH AS YIELD STRENGTH, TENSILE STRENGTH ETC. ALONG WITH SUPPLY FOR EACH ITEMS.
5	PARTY HAS TO QUOTE FOR ALL MATERIALS AS PER THE DESCRIPTION MENTIONED IN THE MATERIAL SPECIFICATION ABOVE AND NOT ON THE BASIS OF SHORT TEXT.
6	THE SUPPLIER HAS TO SUBMIT A CERTIFICATE OF GUARANTEE ALONG WITH THE SUPPLY AGAINST PREMATURE FAILURE FOR A PERIOD OF 12 MONTHS FROM THE DATE OF INSTALLATION OR 18 MONTHS FROM THE DATE OF DISPATCH, WHICHEVER IS EARLIER.
В	EXPERIENCE IN EXECUTING SIMILAR ORDERS. (PRE-QUALIFYING CRITERIA)
1	THE BIDDER SHOULD HAVE REGULARLY FOR AT LEAST THE LAST THREE YEARS, ENDING 31ST MARCH 2024 SUPPLIED SIMILAR ITEMS (ERW PIPES, SEAMLESS PIPES, STAINLESS STEEL PIPES), WITH THE SAME OR HIGHER SPECIFICATIONS TO STATE GOVERNMENT, CPSEs, CENTRAL GOVERNMENT ORGANIZATION.
2	THE BIDDER SHOULD HAVE SUPPLIED AT LEAST 260 METERS OF ERW PIPES/SEMALESS PIPES/STAINLESS STEEL PIPES, IE. 40% OF THE MAX. QUANTITY (HEREIN AFTER REFERRED AS 'THE QUALIFYING QUANTITY') IN AT LEAST ONE OF THE LAST THREE YEARS ENDING ON 31.03.2024.
3	DOCUMENTARY EVIDENCE TOWARDS PQC TO BE SUBMITTED ARE- PURCHASE ORDER COPIES FROM STATE GOVERNMENT/CPSES/ CENTRAL GOVERNMENT ORGANIZATION FOR SIMILAR ITEMS (ERW PIPES, SEAMLESS PIPES, STAINLESS STEEL PIPES), GST INVOICES AGAINST THAT SAME PURCHASE ORDERS OR CRAC (CONSIGNEE RECEIPT AND ACCEPTANCE CERTIFICATE).

Qualification Documents' Requirements

Technical		Bidder's Remarks		Note	
S.No	Nalco's Requirement	Years	Years Documentary Proof		
	Experience Criteria as per Cl. B(1) of 'Technical Specification and Requirement' document: THE BIDDER SHOULD HAVE REGULARLY FOR AT LEAST THE LAST THREE YEARS, ENDING 31ST MARCH 2024 SUPPLIED SIMILAR ITEMS (ERW PIPES, SEAMLESS PIPES, STAINLESS STEEL PIPES), WITH THE		Order Copies Details with PO No. and Date Order Copies Details with PO No.		
1	SAME OR HIGHER SPECIFICATIONS TO STATE GOVERNMENT, CPSES, CENTRAL GOVERNMENT ORGANIZATION. DOCUMENTARY EVIDENCE TOWARDS PQC TO BE SUBMITTED ARE- PURCHASE ORDER COPIES FROM STATE		and Date	Order details & documents mentioned in	
	GOVERNMENT/CPSES/ CENTRAL GOVERNMENT ORGANIZATION FOR SIMILAR ITEMS (ERW PIPES, SEAMLESS PIPES, STAINLESS STEEL PIPES), GST INVOICES AGAINST THAT SAME PURCHASE ORDERS OR CRAC (CONSIGNEE RECEIPT AND ACCEPTANCE CERTIFICATE).		Order Copies Details with PO No. and Date	this checklist shall only be considered for evaluation. No additional documents shall be sought or allowed to be submitted after	
2	Past Performance as per Cl. B(2) of 'Technical Specification and Requirement' document: THE BIDDER SHOULD HAVE SUPPLIED AT LEAST 260 METERS OF ERW PIPES/SEMALESS PIPES/STAINLESS STEEL PIPES, IE. 40% OF THE MAX. QUANTITY (HEREIN AFTER REFERRED AS 'THE QUALIFYING QUANTITY') IN AT LEAST ONE OF THE LAST THREE YEARS ENDING ON 31.03.2024. DOCUMENTARY EVIDENCE TOWARDS PQC TO BE SUBMITTED ARE- PURCHASE ORDER COPIES FROM STATE GOVERNMENT/CPSES/CENTRAL GOVERNMENT ORGANIZATION FOR SIMILAR ITEMS (ERW PIPES, SEAMLESS PIPES, STAINLESS STEEL PIPES), GST INVOICES AGAINST THAT SAME PURCHASE ORDERS OR CRAC (CONSIGNEE RECEIPT AND ACCEPTANCE CERTIFICATE).		Order Copies Details with PO No. and Date	tender opening towards qualification criteria. 2. Copies of all the documents submitted as " Documentary Proof" should be attested by Notary Public.	

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

Declaration for local content on the letter head

To,					
GM(N	∕Iaterials),				
-		Aluminium Company Limited,			
	•	Damanjodi			
Dist	Koraput, (Odisha-763008			
Date-					
Dear	Sir,				
We,	M/s.	having	its	office dress)	at
hereb	ov confirm	that we are the manufacturer of the product offered	`	•	no.
	,	and the same has % of the local content as pe	•		
local	content	 in order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.:			
4502	1/102/201	19-BE-II-PART(1)(E-50310) DT. 04.03.21 issued by Gol.			
- "					
FOIIO	wing is/ar	e the location(s) at which local value addition is made:			
Yours	sincerely	,			
Signa	ture				
Name	2				
Ŭ	nation				
Conta	act 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.	EHS (Environment Health & Safety) GUIDELINES TO SUPPLIERS				
1	For Suppliers of Capital equipment & machinery:				
	Competence/maintenance/calibration requirements if any to be compiled.				
	Does the machine need any hazardous chemicals as per MSIHC rules 1989 & amendment thereafter?				
	3. Noise level at 2 Meter distance is to be specified.				
	4. The machine shall comply with applicable EHS legislations.				
2	For Suppliers of Hazardous Chemicals/Inflammable Chemicals:				
	 You have to comply with applicable EHS legislations for manufacture, storage, transportation and possession of hazardous chemicals/inflammable liquid/gas cylinder rules. 				
	 MSDS guidelines shall be followed by your organization for proper storage, transportation of hazardous materials and others as applicable. 				
	Provide MSDS at the time of first consignment or whatever any update is there to the company.				
	 Fire extinguisher is to be maintained in working condition in your organization. 				
	5. Avoid leakage of oil, water, coolant etc. in your organization to conserve natural resources.				
	6. Provide TREM Cards to drivers for handling transportation emergencies.				
	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.				
	8. You should explain to your workers about potential hazards, accidents, emergencies, environmental impact and explain all precautions to be taken.				
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: 1. Driver should have valid documents including Driving Licence and pollution control certificate.				
	 Unauthorised person should not drive the vehicle. Driver should strictly follow the speed regulations and other guidelines given by CISF. 				

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.

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.
- 4 To develop employees' awareness on environmental responsibilities and encourage adherence to sound environmental practices.
- ♣ To work closely with the Government & local authorities to prevent or minimize adverse consequences of the industrial activities on the environment.
- To comply with all applicable laws governing environment protection through appropriate mechanisms.
- ♣ To actively participate in social welfare and environmental development activities of the locality around its Units.

OCCUPATIONAL HEALTH & SAFETY POLICY

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

- Focusing on prevention of Accidents and Occupational Health issues.
- 4 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.
- 4 Conducting Periodic Safety Audits, Environment Audits, Health Check-ups and Risk Assessment by both internal and external qualified persons.
- Considering aspects related to Safety and Health of personnel as well as environmental issues at the time of procurement of equipment and selection of technologies.
- Ensuring health of persons in the peripheral locations, likely to be affected by our operations.
- Periodically monitoring and reviewing safety & occupational health issues at relevant levels, including the highest levels.
- Communicating Safety Hazards and health related issues to all concerned through suitable means, including training.
- Involving the workmen in Policy implementation as well as identification of potential issues.
- Considering Health & Safety performance of individuals at different levels during their career advancement as per NALCO's policy.
- Establishing and maintaining suitable set-up with competent persons to monitor and bring to the notice of the management any issues related to unsafe conditions & practices.
- Striving for continual improvements, exceeding statutory compliance levels, wherever feasible.

ENERGY POLICY

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

Guiding Principles:

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

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)

B. G. No.	Date:
having its Unit/Office at	pany Limited (A Government of India Enterprise),(UNIT/OFFICE ADDRESS ISSUING THE which expression shall unless repugnant to the subject ccessors and assigns) has issued Tender paper vide its
hereby undertake to pay the amount due and pay on a demand from the Company stating that in the amount claimed is due because of any with tender after the opening of the tender by way of suffered by the Company by reason of any breat conditions contained in the said tender or failure amount covered under this Guarantee is forfeit Company shall be conclusive as regards the an	the office at
disputes raised by the tenderer(s) in any suit or relating thereto our liability under this present so made by us under this bond shall be a valid	oney so demanded not withstanding any dispute or proceeding pending before any office, court or tribunal guarantee being absolute and unequivocal. The payment discharge of our liability for payment there under. Our on the Company proceeding against the tenderer.
or winding up, dissolution or change of constit	determined or affected or suspended by the liquidation ution or insolvency of the said tenderer(s) but shall in all erative until payment of all money due or liabilities d.
and effect during the period that would be take continue to be enforceable till the said tender is tenderer(s) and or till all the dues of the compa paid and its claims satisfied or discharged or til	the guarantee herein contained shall remain in full force on for the finalization of the said tender and that it shall is finally decided and order placed on the successful any under or by virtue of the said tender have been fully all a duly authorised officer of the company certifies that the been fully and properly carried out by the said rantee.
	nout reference to us and without affecting this guarantee The exercise of any of the power of the Company under
7. Notwithstanding anything contained herein Rs(Rupees	▼

from the date of expiry, we shall be discharged from	
· · · · · · · · · · · · · · · · · · ·	evoke this guarantee during its currency except with We further undertake to keep this Guarantee renewed
9. We	
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: _	
having its UNIT/Offic (hereinafter called "Ti includes its legal repre- shall unless repugnant assigns) from the dema dt	e at _ (UNIT/OFFICE ADDR he Company" which expressi sentatives, successors and ass (Hereinafter called "the s to the subject or context included and under the terms and cond (work/assig	
agree and undertake to merely on a demand fr binding, the amount cl suffered by the Compa terms and conditions of Seller(s) failure to per the amount covered ur Company shall be con However, our liability	o pay the amount due and pay com the Company stating that aimed is due by way of loss of any by reason of any breach be contained in the said contract(form the said Contract(s)/ Ord ader this guarantee is forfeited clusive as regards the amount	branch office at and IFSC code do hereby able under this guarantee without any demur, in the opinion of the company which is final and or damage caused to or would be caused to or by the said Contractor(s)/seller(s) of any of the s)/orders(s) or by reasons of the said Contractor(s)/der(s) including defect liability obligations or that d. Any such demand made on the Bank by the tidue and payable by the Bank under this guarantee restricted to an amount not exceeding
disputes raised by the or tribunal relating the The payment so made	contractor(s)/Seller(s) in any reto our liability under this proby us under this bond shall be pay is not dependent or conditions.	so demanded notwithstanding any dispute or suit or proceeding pending before any office, court resent guarantee being absolute and unequivocal. e valid discharge of our liability for payment there itional on the Company proceeding against the
or winding up, dissolu but shall in all respect	tion or change of constitution	rmined or affected or suspended by the liquidation or insolvency of the said Contractor(s)/Seller(s) ng and operative until payment of all money due or lfilled.
effect during the perio that it shall continue to Contract(s)/Order(s) h Authorised officer of t	d that would be taken for the be enforceable till all the du ave been fully paid and its classes that the company certifies that the ave been fully and properly c	ntee herein contained shall remain in full force and performance of the said Contract(s)/ Order(s) and es of the company under or by virtue of the said aims satisfied or discharged or till a duly terms and conditions of the said arried out by the said contractor(s) and accordingly
		any that the company shall have the fullest liberty anner 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 l	before, our liability shall not exceed
Rs(Rupees	only) and shall remain in force
	er this Guarantee is made on us within three months
from the date of expiry, we shall be discharged	
	t to revoke this guarantee during its currency except vriting. We further undertake to keep this Guarantee ntractor(s)/ Sellers(s).
9. We Bank further agree that the at(Bank	his Guarantee shall be invocable at our place of business
name)	, (Branch Name and address of the
Branch), Bhubaneswar, Odisha 751 and II	FSC 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

Name of the organization				
Address				
Telephone No				
Name of the Proprietor				
Nature of Business				
License Number and date				
of expiry				
Employees	Staff	(Total Number)	Workmen	(Total Number)
• Permanent	Staff	(Total Number)	Workmen	(Total Number)
	Staff	(Total Number)	Workmen	(Total Number)
• Permanent	Staff	(Total Number)	Workmen	(Total Number)
PermanentCasual	Staff	(Total Number)	Workmen	(Total Number)
PermanentCasualBadli	Staff	(Total Number)	Workmen	(Total Number)

•	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? Do you ensure canteen facility for your employees?	Yes/No Yes/No
	Do you have any procedure in your organization for Accessing work place related risk Do you have any worker participation based team	Yes/No
	Such as SPT (social performance Team) and Safety health Committee (SHC)? Do you have any procedure in your organization for Consultation with stake holder & interested partied for	Yes/No

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? Do you have any procedure for handling the grievance and problems	Yes/No
of the workers? Do you have any evaluation system for your suppliers, sub-suppliers	Yes/No
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 suc	ch situations?
What are the procedures of hiring/promotion/ remuneration in your organization	inization?
	V (A.)
Do you provide appointment letter to your employees?	Yes/No

Do you maintain a documented terms and conditions

Page **11** of **14**

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 discrimina gender, religion, age and dieses?	tion on the basis of cast creed,
How many shift you have?	shifts
How many shift you have? What is the official working time?	shifts hours
	
What is the official working time?	hours
What is the official working time? Which day is off day in your organization?	hours
What is the official working time? Which day is off day in your organization?	hours
What is the official working time? Which day is off day in your organization?	hours
What is the official working time? Which day is off day in your organization? In case, a person works in off day or holiday, how is he/she	hourshours compensated? Yes/No
What is the official working time? Which day is off day in your organization? In case, a person works in off day or holiday, how is he/she Do you pay overtime to your employeesas per law? What is the lowest amount (salary/wage) you pay to	hours

_			
_			
•	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 directly by permanent employees?	level of protection as afford	ed
-			
-			
-			
-			
•	Have you taken care to look into issues related to child labour Forced labour, health & safety, working hours and remuneration of your suppliers.		
	of your suppliers	Yes/No	
	We do hereby declare that our organization is committed to implement remedial/corrective actions identified against the organization. We also declare that the sub contractors/sub supp Moreover, we declare that if invited, we shall participate in awar programme organized by you. We declare that the above-mentioned informations are correct.	requirement and promptly lier's performances are mon	inform your itored by us.
	Signature: Designation: Date	Seal of the organization	
	Dato	Soul of the organization	

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

To National Aluminium C	ompany Lii	mited.														
		ccu,														
Dear Sir,	- -															
Sub: Authorization fo	r release of	payment d	ue fro	om N	ALCO, 1	thro	ugh	RBI-E	EFT/I	Intern	et / I	RTGS				
Refer Order No	.dta	ind/or Tend	der/E	nquir	y/Lett	er No	0		dt							
(Please fill in the informa	ation in CAPI	TAL LETTER	RS. PI	ease	TICK w	here	ever	it is a	appli	cable						
1. Name of the Par	ty	:														
2. Address of the p	arty	:	<u>:</u>													
		City :	•••••	Pin	Code:											
		E-mail														
		ermanentA	ccoui	ntNur	nber	:	•••••									
3. Particulars of Ba	nk:				1											
Bank Name					Bran			;								
Branch Place					Branch City							1	1		1	
Pin Code					Bran	ch C	ode									
MICR No																
(9 Digits code number a														ı Xe	rox (;op
of a cheque of your bar			y of t					nch n								
Account Type	Savings	ڤ		Cu	irrent	ڤ				Cash	Credi	ت t	ğ			
Account Number(as ap	pearing in t	he Cheque														
Book)																
RTGS / IFSC Code																
4. Date from which the	mandate sh	ould be ef	fectiv	/e :	I	1	1									
I hereby declare	that the par	ticulars giv	en at	ove a	are cor	rect	and	com	plet	e. If ar	ny tra	nsac	tion i	s de	laye	t
or not effected for re	easons of in	complete (or in	corre	ct info	rma	tion	, I sh	nall i	not h	old N	latior	nal Al	lumi	niun	า
Company Limited respon	ısible. I also ı	undertake t	to ad	vise a	ny cha	nge	in th	ie pai	rticu	lars of	my a	accou	ınt to	faci	litat	9
updation of records for p	ourpose of c	redit of am	ount	thro	ugh RB	I EFT	/ In	tern	et / I	RTGS.						
Place:																
Date:																
						_			-	arty/A		rized 	Signa	atory	/	
Certified that particulars																
Bank's Stamp:																
Date:																

(Signature of the Authorized Official from the Banks)

PRE CONTRACT INTEGRITY PACT

General
This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on
day of the month of2023, 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, 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.
- 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 my 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

grage

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.

guess?

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

4. Previous Transgression

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

5.. Sanctions for Violations:

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

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

6. Independent External Monitors (IEMs):

- 6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website (www.nalcoindia.com).
- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.

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- Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 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. 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

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- 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	
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	For & on behalf of	For & on behalf of
guets	BUIEK	BIDDER
Name of the Office Designation:	r: S.K. RANJAN Dy. General Manager(Matls.)	
Company:	NALCO	

Official Seal

Witness	Witness	
1. SK SINGH AGM (Marks)	1	
2. Projantea	2	
(Priyanka Rai		

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:

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.rai@nalcoindia.co.in

Contact no.: 7894446785