



## NATIONAL ALUMINIUM COMPANY LIMITED

(A Govt. of India Enterprise)

P/1, Nalco Bhawan, Bhubaneswar - 751 013, India

CIN NO.# L27203OR1981 GOI000920

### NOTICE INVITING TENDER (NIT)

### GLOBAL OPEN e-TENDER

NIT No. - NBC/MM/508/8-1008/BELT/2024

Date: 20/09/2024

**1.0** National Aluminium Company Limited (NALCO) invites competitive bids from overseas bidders as well as indigenous bidders in CPPP Portal through e-tendering in two parts for **"7,000 meters of 1137/1067/737 Offset Shoe Form Belting along with accessories"** for Cable Belt Conveyor of Bauxite Mines at NALCO, Damanjodi, Odisha (India) under single stage two-part bid system from competent bidders meeting the Bidder Qualification Criteria (BQC) as detailed herein. For further details and downloading Tender Documents please log on to [www.nalcoindia.com/](http://www.nalcoindia.com/) [www.eprocure.gov.in](http://www.eprocure.gov.in). The bids shall be submitted on-line with Indian Digital Signatures in the e-tender section of **Central Public Procurement Portal (CPPP)** during the period, as specified under "Critical Dates" and produced hereunder. Bidders are requested to visit the above websites regularly for any corrigendum/ modification/ addition/ bid due date extension for this tender, as this information shall not be published in print media and bidders shall take into consideration the same while preparing and submitting their bids.

#### **2.0 SCOPE OF SUPPLY:**

As per the detailed technical specification and scope of supply attached in the tender document vide Annexure-I of this NIT.

#### **3.0 CRITICAL DATES:**

Online NIT downloading,	:	20/09/2024, 16:00 Hrs. IST
Bid preparation & submission date (both un-priced & priced)	:	21/10/2024, 17:00 Hrs. IST
Date and Time of opening of the tender (un-priced only)	:	28/10/2024, 15:00 Hrs. IST

IST: Indian Standard Time

#### **4.0 BIDDER'S QUALIFYING CRITERIA (BQC):**

The bidders must fulfill the Qualification Criteria given here to be eligible for carrying out the supply covered under this NIT and furnish all necessary documentary evidence in support of bidder's experience/ capability as required, along with the bid. In the absence of the requisite documents, NALCO reserves the right to reject the bid without making any reference to the Bidder. Bidders must make their own judgment on the adequacy of the documents/ information they provide. In case any information provided by bidder is found to be incorrect, the bid will be rejected, and the Earnest Money Deposit (EMD) of such bidder will be liable for encashment.

#### 4.1 TECHNICAL ELIGIBILITY CRITERIA:

CI No	Technical Eligibility Criteria	Response of the bidder
1.0	The bidder should have experience of having successfully completed "Similar item" during last seven (7) years ending on last day of month previous to the one in which the Bids are invited (cut-off date). Note: "Similar item" means successful supply of minimum 1200 meter and execution of 1137mm/1067mm/737mm (or higher) offset shoe form belting to any Cable Belt Installation "	
2.0	The supplied item should have completed successful operation for last 02 years by the cut-off date.	

#### Documentary Proof Required for Technical Eligibility Criteria:

- a) The bidder should submit Order copies showing Customer Name, Order date, with Item details, Order Value, Date of Supply, Date of Commissioning for assessment of experience criteria. The bidder should also submit the Satisfactory Completion Certificate from the issuing authority of the customer.
- b) If the bidder does not provide details as at para(a) above, or not involved in execution or commissioning, then, they may provide a Self-Certification for the supply and performance with name of client, address, phone number, official mail-id, to be submitted as a separately signed document in the bid.
- c) NALCO reserves the right to check the authenticity of such documents directly from the customer if required and reject the offer in case no response is received within 10 days from the Customer.
- d) The relevant PO copies/invoice copies/ experience certificate/ completion certificate shall be either in the name of OEM or in the name of authorized bidder with authentication of the same by the OEM with respect to those documents.
- e) The bidder has to submit experience certificate/ completion certificate issued by the client bearing the name and designation of the issuing authority. Completion certificate shall be considered only when it bears the Name, Designation, Email id & Phone number of issuing Authority. This is only applicable for Experience/Completion certificates issued after 30.06.2022.
- f) Any other documents towards evidence for satisfactory Commissioning of the job.

#### 4.2 FINANCIAL ELIGIBILITY CRITERIA:

**4.2.1 FINANCIAL TURNOVER:** Average annual financial turnover of the bidder during the last three Financial years ending with 31<sup>st</sup> March of previous Financial Year/31<sup>st</sup> Dec of previous calendar year should be at least Rs. 344 Lakhs (Rupees Three hundred Forty-four lakhs Only) or equivalent foreign currency (i.e., USD 411,399.00 or EUR 369,321.00 or GBP 310,535.00).

The Annual Turnover shall be escalated @ 10% (ten percent) per annum (simple rate) to bring them at current price level. The annual turnover of the latest previous year shall not be considered for any escalation.

**Annual Turnover Data of Last 3 Years:** Bidders are requested to furnish annual turnover data as below:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

**4.2.2 NET WORTH:** The Net worth of the bidder during the latest financial year shall be positive as per audited balance sheet.

**Net Worth Data for Latest Audited Financial Year:** Bidders are requested to furnish net worth data as below:

Description	F.Y. – 2023-2024 / C.Y. - 2023
	Amount (Currency)
Net Worth	

**Documentary Proof Required for Financial Eligibility Criteria:**

**Note:-**

1. The bidders have to submit the copies of audited financial statements, balance sheet, profit & loss accounts of the relevant years in support of the qualifying criterion along with the bid.
2. For bids received prior to 30<sup>th</sup> June of any year (i.e., where financial year is from April to March), the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30<sup>th</sup> June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/ Auditor for consideration of your offer.
3. For organizations, where accounting is done on calendar year basis, they are to submit the standalone balance sheet and Profit & Loss account for last three calendar year.
4. 'For foreign bidders, financial statements (i.e., in a currency other than the Indian Rupees) will be converted into Indian Rupees at the 'Bill selling rates of State Bank of India (SBI) at exchange rate prevailing as on the un-priced bid opening date. In case, the foreign exchange (FE) reference rate is not available as on the date of conversion as specified above, the next available/ working day's FE reference rate shall be taken into consideration.'
5. The Institute of Chartered Accountant of India at its 379<sup>th</sup> council meeting dated 17-18<sup>th</sup> December, 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practicing chartered accountant. In view of the same, bidder shall ensure that any certificate/ reports issued/ attested by a practicing-chartered accountant in India and submitted in the bid shall mandatory include the UDIN number. Certificate/ reports issued/ attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation. However, this requirement of including UDIN shall not be applicable for certificate/ reports issued/ attested by a chartered accountant or equivalent practicing in foreign country.
6. The "Start-ups" recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India; are required to submit the copy of "Certificate of Recognition" and "Certificate of Eligibility" along with the unpriced bid for availing exemption of turnover and prior experience.
7. Failure to meet the above BQC criteria or offer not accompanied by above details will render the bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence by way of copies of purchase orders, invoices, supply & installation completion certificate and Annual Reports containing audited Balance Sheets and Profit & Loss Accounts, statements for preceding 03 (three) financial years, Corporate Undertaking, etc. in the first instance itself, in support of their fulfilling the qualification criteria. NALCO reserve the right to complete the evaluation based on the details furnished in the bid without seeking any additional information.
8. In the event of submission of any document/ certificate by the bidder in a language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly certified, stamped and signed by local Chamber of Commerce or Indian Embassy or any translator recognized/ authorized by Indian Embassy.

**5.0 EARNEST MONEY DEPOSIT (EMD):**

The bidders intending to participate in the tender should furnish Earnest Money Deposit (EMD) for **INR 19,11,500/-** (Rupees Nineteen Lakh Eleven Thousand Five Hundred only) or **USD 22,860.00** or **EURO 20,522.00** as per detailed at clause no. 18 of Instruction to Bidders of this NIT.

## INSTRUCTIONS TO BIDDERS (ITB)

**1.0** The tender documents pertaining to the subject work are enclosed herewith, which contain the followings:

(i)	Global Open e-Tender Notice	
(ii)	Instructions to Bidders	
(iii)	Technical Specifications & Scope of supply -	Annexure – I
(iv)	Special Instructions to Bidders -	Annexure – II
(v)	Bill of Quantity (BOQ) -	Annexure – III
(vi)	Agreed Terms & Conditions (Indigenous) -	Annexure – IV
(vii)	Agreed Terms & Conditions (Import) -	Annexure – V
(viii)	Special Terms & Conditions of Purchase Order -	Annexure – VI
(ix)	Standard Terms & Conditions of Purchase Order (Indigenous)-	Annexure – VII
(x)	Standard Terms & Conditions of Purchase Order (Import) -	Annexure – VIII
(xi)	Proforma for Contract - cum - Performance Bank Guarantee -	Annexure – IX
(xii)	Proforma for Earnest Money Deposit -	Annexure – X
(xiii)	Format for Online submission of Earnest Money Deposit (EMD)-	Annexure – XI
(xiv)	List of NALCO approved Banks & Bank Mandate Form -	Annexure – XII
(xv)	SA 8000 Format -	Annexure – XIII
(xvi)	Proforma for Pre-contract Integrity Pact -	Annexure – XIV
(xvii)	Restriction for suppliers from a country which shares a land border with India –	Annexure – XV
(xviii)	Declaration by the bidder of percentage of local content -	Annexure – XVI
(xix)	Declaration by the bidder on authenticity of documents -	Annexure – XVII
(xx)	Proforma for Advance Bank Guarantee (ABG) -	Annexure – XVIII

**1.1** In the event of any irreconcilable conflicts, the hierarchy for acceptance tender shall be as follows:

- (i) Technical Specifications and Scope of Supply
- (ii) Bill of Quantity (Import and Indigenous)
- (iii) Special Terms & Conditions of PO
- (iv) Special Instructions to Bidders
- (v) Agreed Terms & Conditions (Import and Indigenous)
- (vi) Instruction to Bidders
- (vii) Standard Terms & Conditions of PO (Import and Indigenous)

## **2.0 COST OF BIDDING:**

All direct and indirect costs associated with preparation and submission of bid (including clarification meetings and site visit, if any) shall be to bidder's account and NALCO will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **3.0 BID DOCUMENT**

**3.1** Bidders shall treat the tender documents and contents therein as strictly confidential.

**3.2** The tender document is and shall remain the exclusive property of the OWNER without any right to bidder to use them for any purpose except for the purpose of bidding.

**3.3** The bidder is expected to examine all instructions, forms, terms and specifications in the tender document. The Notice Inviting Tender (NIT) together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidder, unless deviations are

specifically stated herein (giving reference sl. no. of Tender Document) by the bidder. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder's risk and may result in the rejection of his bid.

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

#### **4.0 AMENDMENT OF BID DOCUMENT**

**4.1** At any time prior to the bid due date, NALCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document and issue amendment in the form of Addendum.

**4.2** Any addendum/ corrigendum thus issued will become part of bidding document and bidder shall submit original addendum/ compliance letter duly signed and stamped as token of his acceptance.

**4.3** In order to afford prospective Bidders, reasonable time in which to take the amendment into account in preparing their bids, NALCO may, at its discretion, extend the bid due date.

**4.4** Bidder should download the complete set of tender documents which is available in our website [www.nalcoindia.com](http://www.nalcoindia.com) and also in the website [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidders are requested to visit the above websites regularly for any modification/addition/ bid due date extension for this tender. This information shall not be published in Print Media.

#### **5.0 LANGUAGE OF BID**

The bid prepared by the Bidder and all correspondence / drawings and documents relating to the bid exchanged by Bidder and NALCO shall be written in ENGLISH language. Any printed literature furnished by the Bidder written in another language should be accompanied by an ENGLISH translation. In case of any conflict, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

**6.0 BID PARTS:** Bid shall be submitted in two parts, i.e. un-priced bid (i.e., Techno-commercial bid) and price bid.

#### **7.0 DOCUMENTS COMPRISING THE BIDS**

The bid prepared by the Bidder shall comprise the following components:

##### **7.1 UNPRICED BID (PART-I):**

The Part - I - Bid should contain the following:

- (i) Earnest Money Deposit (refer to Cl. No. – 18.0)
- (ii) Integrity Pact (Refer Cl. No. – 19.0)
- (iii) All Technical details, Drawings, Data Sheets, Catalogues/ Literatures, etc.

- (iv) Proof of credentials, past experience, financial standing, and all documents to fulfil the Bidder's Qualifying Criteria as asked for in the tender documents, etc.
- (v) All form and format dully filled in as per tender document
- (vi) All certificates/ undertakings/ affidavits/ declaration required as per Tender Document
- (vii) Commercial details
- (viii) The Bill of Quantity (without Price figures). The bidder shall indicate "Quoted/Not quoted" against each Sl. No. in the BOQ and submit the same duly stamped and signed in the un-priced bid. The priced part of this BOQ shall be submitted in the price bid only.
- (ix) Tender document including Corrigendum/Addendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance
- (x) Certificate, if applicable, indicating that the bidder (indigenous) is Class-I local supplier with minimum percentage of local content in their product as per Public procurement (Preference to Make in India) (PPP-MII) order 2017 dated 16.09.2020 & subsequent revisions thereof. The certificate is to be issued by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. The Certificate issued by chartered accountant must contain UDIN No. Local content percentage (%) certificate form the statutory auditor or cost auditor of the company or form a practicing cost accountant or practicing chartered accountant may be submitted.
- (xi) Compliance certificate towards beneficiary relationship as per Order No. F.No.6/18/2019-PPD, dated 23.07.2020 & OM Dated 08.02.2021 issued by Ministry of Finance (Deptt. of Expenditure). Restriction for suppliers from a country which shares a land border with India. Declaration to be given.
- (xii) List of Partners/ Directors in the bidder company and a declaration that Partners/ Directors of the bidder company have no interest in any other bidders in respect of the same tender.
- (xiii) Affidavit & litigation history.
- (xiv) Any other information/details/documents/data required as per Bid Document.

## **7.2 PRICE BID PART - II:**

The Part - II - Price Bids should contain the **price bid only** strictly as per format in BOQ attached with the tender documents in CPP Portal. Prices shall not appear anywhere else in the offer and if prices are mentioned anywhere else the same shall not be considered.

## **8.0 PREPARATION & SUBMISSION OF BIDS**

**8.1** The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The name and position held by each person signing must be typed or printed below the signature. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.

**8.2** Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. The complete bid shall be without alterations, interlineations or erasures, except as may be necessary to correct errors made by the Bidder, in which case such corrections shall be rewritten & initialed by the person or persons signing the bid.

**8.3** The bids are to be submitted **online before the bid due date and time** through Central Public Procurement Portal (CPP Portal), by logging into website [www.eprocure.gov.in](http://www.eprocure.gov.in). Bidder should take into account corrigendum published, if any, on the tender document before submitting their bids. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/XLS/RAR/DWF/JPG formats.



**8.4** For online submission of bids, the bidder should have a valid Indian Digital signature certificate (Class II/Class III) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/ eMudhra, etc).

Bidders are required to register themselves using the link “Online Bidder Enrollment” on the home page and enroll the valid digital certificate (URL: <https://eprocure.gov.in/eprocure/app>).

For this purpose, vendors/Bidders are advised to read the instruction available in the homepage of the CPP portal (<https://eprocure.gov.in/eprocure/app>) under various links such as “Help for Contractor”, “Information about DSC”, “FAQ”, “and Resources required”, “Bidders Manual Kit” etc. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration/Enrolment in CPPP, obtaining User ID & Password, uploading & submission of e-bids/online bids etc.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

**8.4.1** The offers should be unambiguous and complete information should be furnished in the offer. Incomplete / ambiguous offers will be rejected outright.

**8.4.2** Parties submitting tender on behalf of foreign Principals/ manufacturers must submit their tender along with authorization letter from their respective Principals/ manufacturers to represent them in India. Offers received without a proper authorization will be rejected.

**8.5** MSE bidders are requested to register their Udyog Aadhar Memorandum (UAM) issued by Ministry of Micro, Small and Medium Enterprises (MSME) on Central Public Procurement Portal. In this regards MSE bidders are required to give declaration of UAM number on CPPP, failing which such bidders will not be considered as MSE bidder.

**8.6** Bidders are advised to dial/contact the person mentioned below for detailed procedure to submit bid online in CPP portal well before the bid due date:

- (i) Help Desk CPP portal, Contact Tel: +91 120 4200462, +91 120 4001002, +91 120 4001005, FMS CPP Portal (Nalco): e-mail: [cppp\\_fms\\_corp@nalcoindia.co.in](mailto:cppp_fms_corp@nalcoindia.co.in)
- (ii) Mr. Supriya Batabyal, SM(Matls.), e-mail: [supriya.batabyal@nalcoindia.co.in](mailto:supriya.batabyal@nalcoindia.co.in), Mob- +919937009213
- (iii) Mr. Mihir Behera, AGM(Matls.), e-mail: [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in), Mob-+919437111103
- (iv) Ms. Sumita Sahay, GM(Matls.), e-mail: [sumita.sahay@nalcoindia.co.in](mailto:sumita.sahay@nalcoindia.co.in), Mob- +919937307790

## **8.7 On-line Offer:**

(i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. The bidder must prepare all the required documents for Part-I – Un – priced Bids as mentioned at Para – 7.1 above and then upload the soft copies of the documents under Cover-1 i.e. “Fee/PreQual/Technical” of CPP portal. However, wherever in the tender documents the bidder has been asked to submit the scanned copies of documents, the bidder shall upload the scanned copies of the documents under Cover-1 i.e. “Fee/PreQual/Technical” folder of CPP portal.

(ii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Price Bid (BOQ) as given in the tender in .xls format must be downloaded and saved at bidders’ local PC / Laptop without any change. Bidders shall fill the required details/prices in BOQ, save it and upload the filled in BOQ in .xls format in the portal under Cover-2 i.e. “Finance” folder of CPP portal. No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

(iii) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(iv) Please note that only online bids will be considered for evaluation of offers.

**8.8** Additionally, the Bidders are required to submit hard copy of their bids in sealed cover separately (refer instructions as per Cl. No. 8.0 above and 8.9.1, 8.9.2, 8.9.3 & 8.9.4) within the due date and time, besides online bids submitted through CPP portal.

**8.9 Hard copy of Offer:**

All bidders

**(i) Indigenous vendor**

Indigenous/ domestic bidders are requested to submit the offer strictly in online mode through Central Public procurement Portal (CPPP). For online submission of offer through CPPP, Indigenous bidders are requested to upload all documents in the portal as deliberated at para 8.7. However, original bid document along with EMD, Integrity Pact and other declaration/ certificates, etc. as indicated at para 8.9.1 or elsewhere in this NIT are required to be submitted in original in hard copy form in sealed envelope. **These documents should reach NALCO on or before the date and time of submission of tender (Un-priced bid).**

**(ii) Foreign vendor**

(a) For online submission of bids in CPP Portal, the bidder should have a valid Indian Digital Signature Certificate (Class II / Class III) issued by any Certifying Authority recognized by CCA India (e.g., Sify/nCode/eMudhra, etc.).

(b) Foreign bidders are also requested to submit the online offer through Central Public procurement Portal (CPPP). For online submission of offer through CPPP, Foreign bidders are requested to upload all documents in the portal as deliberated at para 8.7. However, original copies of only EMD, Integrity pact and other declaration/ certificates, etc. are required to be submitted in original in hard copy form in sealed envelope (Cover-1). **These documents should reach NALCO on or before the date and time of submission of tender (Un-priced bid).**

(c) However, in case the foreign bidders do not possess Indian Digital Signature certificate (DSC), they are required to submit the hard copy of their offer as per clause no. 8.9.1, 8.9.2, 8.9.3, 8.9.4, 8.9.5, 8.10 and 8.11 to the address given at Para – 20.0. The Hard Copy of offer shall be submitted so as to reach us on or before the date & time of submission of tender. For consideration of hard copy offer for opening, the foreign bidders will be required to give a declaration to NALCO before the bid due date & time that they do not possess requisite Indian DSC and that their hard copy offers to be accepted for opening of bids.

**(iii)** However, the hard copy of the bids submitted will be considered for opening under following circumstances;

(a) In case of technical difficulty at Central Public Procurement Portal for which online offer could not be submitted.

(b) In case of technical difficulty at Central Public Procurement Portal for which online bids could not be opened.

For consideration of hard copy offer for opening under situation (c) above, the bidders are requested to give separately a declaration (either by email or by post) that the hard copy offer submitted is identical to online offer submitted by them in CPP portal.



#### 8.9.1 Cover - 1:

The Cover - 1 of the hard copy offer should contain the following documents:

- (i) Original EMD (Refer to Cl. No. – 18.0)
- (ii) Original Integrity Pact - 2 Nos. (Refer to Cl. No. – 19.0)
- (iii) Original copy of certificates/ undertakings/ affidavits/ declaration asked for in this NIT.
- (iv) Original copy of any other information/ details/ documents/ data required as per Bid Document
- (v) A certificate by the bidder stating that the hard copy of offer submitted is same as the on-line offer uploaded by them in CPP portal.
- (vi) Local content percentage (%) certificate.
- (vii) Restriction for suppliers from a country which shares a land border with India. Declaration is to be given.

The Cover - 1 of the hard copy should be submitted in a sealed envelope clearly super scribed **"COVER - 1 BID FOR 7,000 METERS OF OFFSET SHOE FORM BELTING FOR CABLE BELT CONVEYOR OF MINES AT NALCO, DAMANJODI, NIT NO. – NBC/MM/508/8-1008/BELT/2024 DTD. 20/09/2024"**.

#### 8.9.2 Cover - 2:

The Cover - 2 of the hard copy offer should contain TWO SETS (One Original + One Copy) of the following documents:

- (viii) All Technical details, Drawings, Data Sheets, Catalogues / Literatures etc.
- (ix) Proof of credentials, past experience, financial standing, and all documents to fulfill the Bidder's Qualifying Criteria as asked for in the tender documents etc.
- (x) All form and format duly filled in as per tender document
- (xi) Commercial details
- (xii) The Bill of Quantity (without Price figures). The bidder shall select currency in Column 5 through dropdown and indicate "Quoted/Not quoted" against each Sl. No. in the column 6 in the BOQ and submit the same duly stamped and signed in the un-priced bid. The priced part of this BOQ shall be submitted in the price bid only.
- (xiii) Itemized list with item description, HSN code, quantity, UOM but without price of item at sl. no. 1.01, 1.02 & 1.03 of BOQ (Annexure-III)
- (xiv) Tender document including Corrigendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance
- (xv) Any other information/details/documents/data required as per Bid Document.

The cover - 2 of the hard copy should be submitted in duly sealed envelope clearly super scribed **"COVER – 2 BID FOR 7,000 METERS OF OFFSET SHOE FORM BELTING FOR CABLE BELT CONVEYOR OF MINES AT NALCO, DAMANJODI, NIT NO. – NBC/MM/508/8-1008/BELT/2024 DTD. 20/09/2024"**.

#### 8.9.3 Cover - 3:

The Cover - 3 of the hard copy offer should contain TWO SETS (One Original + One Copy) of the **Price Bid only** containing the prices strictly as per format in BOQ attached with the tender documents in CPP Portal.

The cover - 3 of the hard copy should be submitted in duly sealed envelope clearly super scribed **"COVER – 3 BID FOR 7,000 METERS OF OFFSET SHOE FORM BELTING FOR CABLE BELT CONVEYOR OF MINES AT NALCO, DAMANJODI, NIT NO. – NBC/MM/508/8-1008/BELT/2024 DTD. 20/09/2024"**.

#### 8.9.4 Cover – 4:

(a) Indigenous bidder is required to submit the item wise break up for entire scope of supply as at sl. no. 1.01, 1.02 & 1.03 of BOQ (Annexure-III) in HARD COPY FORM in SEALED ENVELOPE, Cover - 4 on or before the bid submission due date & time with item description, HSN code, quantity, UOM, FOT Dispatch point price, freight charges and applicable GST rate. Vendor to ensure that the sum of itemized price should match with the lump sum price quoted against the above sl. no. of this BOQ (Annexure-III).

(b) Foreign bidder is required to submit the item wise break up for entire scope of supply as at sl. no. 1.01, 1.02 & 1.03 of BOQ (Annexure-III) in HARD COPY FORM in SEALED ENVELOPE, Cover - 4 on or before the bid submission due date & time with item description, HSN code, quantity, UOM, FOB price per unit and Ocean freight charges. Vendor to ensure that the sum of itemized price should match with the lump sum price quoted against the above sl. no. of this BOQ (Annexure-III).

*The cover - 4 of the hard copy should be submitted clearly super scribed "COVER – 4 BID FOR 7,000 METERS OF OFFSET SHOE FORM BELTING FOR CABLE BELT CONVEYOR OF MINES AT NALCO, DAMANJODI, NIT NO. – NBC/MM/508/8-1008/BELT/2024 DTD. 20/09/2024".*

**8.9.5** All the 04 (Four) covers of the hard copy duly sealed in separate envelopes should be enclosed in a large envelope duly sealed and super scribed "**BID FOR 7,000 METERS OF OFFSET SHOE FORM BELTING FOR CABLE BELT CONVEYOR OF MINES AT NALCO, DAMANJODI, NIT NO. – NBC/MM/508/8-1008/BELT/2024 DTD. 20/09/2024**".

**8.9.6** NALCO shall not be responsible for any postal delay and/ or misplacement.

**8.10** While mailing the hard copy of offer, Foreign Bidders are required to submit their bids through their courier/ freight forwarding agents on free domicile shipment basis (where all the charges including Customs Duty are to be borne by the bidder) on free delivery to NALCO.

**8.11** Bids/ Offers through E-mail or fax shall not be accepted.

**8.12** The bid submitted should be un-ambiguous and complete information should be furnished in the tender.

## **9.0 BID SUBMISSION DUE DATE AND TIME**

**9.1** The bid submission due date for the tender is **21/10/2024, 17:00 Hrs. (IST)**.

**9.2** NALCO reserves the right to extend Bid Opening Date. In case of extension of Bid Opening Date, the same shall be hosted in NALCO Website and CPP Portal. Special intimation shall be given to vendors who have submitted their offer within the due date or shown interest in the tender. All rights and obligations of NALCO and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

## **10.0 PERIOD OF VALIDITY OF BIDS**

**10.1** Bids shall be kept valid for **4 (FOUR) MONTHS** from the bid opening date. A bid valid for a shorter period may be considered as non-responsive and liable for rejection.

**10.2** The Bidder shall not be entitled during the bid validity period as mentioned above, without the consent in writing of NALCO to revoke or cancel its bid or to vary the bid given or any term thereof. In case of Bidder revoking or cancelling its bid without the consent of NALCO in writing, NALCO shall forfeit the EMD furnished by Bidder and reject the offer of Bidder.

**10.3** Notwithstanding above, NALCO may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. The EMD shall also be accordingly extended.

**10.4** In case the validity of offers expires during the processing of the case, all the techno-commercially accepted bidders shall be requested to extend the offer validity with same price and terms & condition of the tender. The offers of such bidders shall be rejected if they do not extend the validity unconditionally.

## **11.0 LATE BIDS**

**11.1** E-tendering portal shall close immediately after the deadline for submission of bid.

**11.2** The online bid must be submitted before the bid due date and time.

**11.3** The Hard Copy of offer should reach us on or before the bid due date and time.

**11.4** Late bids will not be entertained.

## **12.0 MODIFICATION AND WITHDRAWAL OF BIDS**

**12.1** Modification of the submitted bid may be allowed online only before the deadline of submission of tender and the bidder may modify and resubmit the bid online as many times as he may wish till the closing date and time of the tender. Bidders may withdraw their bids online within the end date of bid submission.

**12.2** For hard copy of offer, bidders may modify or withdraw their bid after the bid's submission, provided that the modification/ withdrawal notice is received by the Owners prior to the bid due date & time.

The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched to the address mentioned at Sl. No. – 20.0 herein. A withdrawal notice may also be sent by e-mail but must be followed by a signed confirmation copy dated not later than the deadline for submission of bids.

**12.3** No bid (whether submitted on-line or off-line) shall be modified subsequent to the due date & time or extension, if any, for submission of bids. Bidder(s) to note that unsolicited price changes (including changes in taxes, duties mentioned & their applicability) after submission of bid shall not be allowed. In case any bidder gives unsolicited revised prices/price implication, his bid shall be rejected and EMD/ Bid security submitted by the bidder shall be forfeited.

**12.4** No bid (whether submitted on-line or off-line) shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder. Withdrawal of a bid during this interval shall result in the forfeiture of Bidder's EMD and further action as per corporation (OWNER) policy.

## **13.0 OPENING OF BIDS**

**13.1** The Part - I - Un-priced bid i.e. Techno - commercial Bid shall be opened on the date and time specified in the Notice Inviting Tender (NIT).

**13.2 For Indigenous bidder**, the On - line Part - I - Un - priced bid as well as the sealed Cover-1 of hard copy offer shall be opened on the bid opening due date and time as mentioned above. Only online bids will be considered for evaluation of offers.

**13.3 For Foreign bidder**, the On-line Part - I - Un - priced bid as well as the sealed Cover - 1 of hard copy offer shall be opened on the bid opening due date and time as mentioned above. Also,

the online bids will be considered for evaluation of offers. However, in case the foreign bidders submit the hard copy offer as deliberated at para 8.9 (ii) (b), then the sealed Cover – 2 of hard copy offer as well as the sealed Cover - 1 of hard copy offer shall be opened on the bid opening due date and time and shall be considered for evaluation.

**13.4** Authorized representative of firms who have submitted valid tenders will be permitted to attend tender opening. However, **they must bring authorization letter along with identity proof while participating in bid opening.** The Bidder's representatives, who are present, shall sign a bid opening statement evidencing their attendance. Bidders, whose bids are not opened for any reason, will not be allowed to be present during bid opening. The Bidder(s) names and such other details as NALCO decides will be announced at the time of opening of un-priced bids.

**13.5** The on-line Part - II Price Bid of only those bidders whose Part - I bid is found to be techno-commercially acceptable will be opened. Only online bids will be considered for evaluation of offers. However, **sealed Cover – 3 of hard copy offer** shall be considered for opening subject to conditions as mentioned at Para – 8.9.3 above.

**13.6** NALCO will intimate the date and time of the price bid opening to all techno- commercially acceptable bidders. The techno-commercially acceptable bidders may depute their representative to witness opening of the Part-II Bids. Bidder's representatives present for witnessing the opening of Part - II Bid should be duly authorized by a competent person and they must bring authorization letter along with identity proof while participating in bid opening. The Bidder's representatives, who are present, shall sign a paper evidencing their attendance. The Bidder's names and bid prices will be read out at the time of opening of priced bids.

**13.7** In the event of extension of the due date, if any tenderer requests in writing before the tender due date for withdrawing of their tender (in hard copy) which they have submitted, the request will be agreed to and their tender can be returned. In case of e-tender/on-line bids the vendor may withdraw their offer from the system.

**13.8** In case of withdrawal of deviations to NIT specification, if any, bidder insists for revision in price before opening of price bid and Nalco agrees for the same, the submission of price implication shall be in offline/ physical mode from the bidder in a sealed envelope by hand/ mail or password protected file through e-mail within a stipulated time. The submission of price implication will be intimated for information to all other techno-commercially acceptable bidders.

**13.9** In case of necessity due to post tender minor changes in specifications/ scope of work/ terms & conditions of NIT, etc. before price bid opening, corrigendum shall be issued regarding the changes to all concerned techno-commercially qualified bidders and they shall be permitted to submit the additional or take-off price w.r.t. original offered price, if any, in offline mode in sealed envelope by hand/ mail or password protected file through e-mail within a stipulated time.

**13.10** The additional or take-off price submitted in offline mode by the bidders shall be opened and uploaded in CPP portal (preferably as part of techno-commercial evaluation summary while configuring price bid opening) before opening of original price bids for information of all the participating bidders. The evaluation will be done considering the original on-line price bid along with offline price implications.

#### **14.0 CONTACTING THE OWNER**

**14.1** No correspondence, whatsoever until & unless called for by the buyer, shall be entertained after due date and time of receipt of tender and any uncalled-for communication received later from the tenderers /agents will be ignored.

**14.2** Any efforts by a bidder to influence NALCO in its bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's offer.

## **15.0 AWARD CRITERIA**

**15.1** The Owner will award the order to the successful bidder(s) whose bid has been determined to be substantially responsive and have been determined as a lowest bid and is determined to be qualified to satisfactorily perform the Order.

## **16.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

**16.1** NALCO reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or; any obligations to inform the affected Bidder or Bidders of the ground for the Owner's action.

**16.2** The submission of any bid connected with these documents and specifications shall constitute an agreement that the Bidder shall have no cause for action or claim, against the Owner for rejection of his bid. The Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and any such action will not be called into question and the Bidder shall have no claim in that regard against the Owner. However, a bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.

## **17.0 NOTIFICATION OF AWARD**

**17.1** Prior to the expiration of period of bid validity/ extended bid validity the Owner will notify the successful Bidder in writing or by fax to be confirmed in writing, that his bid has been accepted. The Notification of Award will constitute the formation of the Contract.

**17.2** Delivery Period shall be counted from the date of notification of award.

## **18.0 EARNEST MONEY DEPOSIT (EMD):**

**18.1** The Part - I Bid must be accompanied by Earnest Money Deposit for value as mentioned at Sl. No. – 5.0 of this Notice Inviting Tender.

**18.2** The EMD should be submitted by way of Demand Draft/ Pay Order/ through e- payment (RTGS/NEFT mode INR currency) favoring "National Aluminium Company Limited" payable at Bhubaneswar, Odisha, India or by way of Bank Guarantee (BG) as per proforma enclosed with the Tender Documents.

**18.3** The BG should be furnished from any of NALCO approved Banks as per the list enclosed with the Tender Document. The wording of BG should be strictly as per proforma and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank. The issuing Bank should be advised to send a direct confirmation to NALCO, clearly indicating the Tender No., towards issue of the BG. Alternatively, BG confirmation message may also be sent through SFMS message to our Banker State Bank of India, Commercial Branch, Bhubaneswar (IFSC Code: SBIN0006657, SWIFT CODE: SBININBB119) and beneficiary name as "NALCO, Corporate Office, Bhubaneswar". The BG for EMD shall remain un- discharged for such a period as may be specified for keeping the tender open. The EMD BG should have a validity of at least three months beyond the period of validity of bid asked for in the tender document. The validity of the EMD BG may have to be extended by the bidder on request of NALCO, till the tender is finalized.

**18.4** The tenderer may also deposit the EMD by way of NEFT/RTGS/E-transfer. Bidder(s) submitting the EMD amount through NEFT/RTGS/E-transfer mode shall fill up the details of Annexure – XIV after making the payment of EMD.

Details for RTGS Transaction/ E-Payment purpose are as below:

IFSC: SBIN0009817

Account No.: 10044880013

Banker: State Bank of India, NALCO Corp. Office Br., Bhubaneswar-751013.

Indian bidders submitting the EMD in INR should send the scanned copy of the duly filled in and signed Annexure – XIV along with the scanned copy of Transaction Slip/ receipt of the Bank **on the same day of payment** by e-mail to [srikant.mohanty@nalcoindia.co.in](mailto:srikant.mohanty@nalcoindia.co.in) with copy marked to [supriya.batabyal@nalcoindia.co.in](mailto:supriya.batabyal@nalcoindia.co.in) & [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in).

Foreign bidders submitting the EMD in USD or EURO should send the scanned copy of the duly filled in and signed Annexure – XIV along with the scanned copy of SWIFT message of the Bank **on the same day of payment** by e-mail to [srikant.mohanty@nalcoindia.co.in](mailto:srikant.mohanty@nalcoindia.co.in) with copy marked to [supriya.batabyal@nalcoindia.co.in](mailto:supriya.batabyal@nalcoindia.co.in) & [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in).

The bidders should upload the scanned copy of the duly filled in and signed Annexure– XIV along with the scanned copy of Transaction Slip/ receipt/ SWIFT message (as applicable) of the Bank with their On - line Part - I - Bid.

The original copy of the duly filled in and signed Annexure – XIV along with the Transaction Slip/ receipt/ SWIFT message should be submitted in cover - 1 of the hard copy offer as mentioned at Para – 8.9.1.

#### **18.5 Offer without EMD may be liable for rejection.**

**18.6** If the tenderer, after submitting his tender, revokes the offer or modifies the terms & conditions thereof, in a manner not acceptable to the Purchaser, the EMD BG shall be liable to be forfeited / enforced. In case the EMD has been paid in the form of Demand Draft/ Pay Order/ through e-payment, the EMD amount will not be refunded back in case of forfeiture of EMD.

**18.7** State/ Central Government organizations, Public Sector Undertakings, Firms registered with DGS&D/ NSIC/ District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (for the tendered item) and NALCO's Ancillary units and all start-ups recognized by deptt. of policy & promotion, Ministry of commerce and Industry Govt. of India are exempted from furnishing EMD. However, they must submit notarized (by a public notary) valid copy of their registration certificate for claiming the exemption.

MSE bidders are required to submit "Udyam Registration No." as per the notification no. 2/1(5)/2019-P&G/Policy (pt. IV) dated 06.08.2020 issued by Ministry of MSME along with technical bid, failing which such bidders will not be considered as MSE bidder.

Bidders must upload the scanned copy of the notarized certificate and send the **hardcopy under cover - 1 of their offer**. In the absence of such certificate, the bidder's offer may be liable for rejection.

**18.8** After finalization of the tender, the EMD BG of unsuccessful tenderers will be returned. In case the EMD was submitted in the form of Demand Draft/ Pay Order/ through e-payment, the EMD amount will be refunded through e-payment for which the bidders will have to submit the duly filled in Bank Mandate Form attached with the Tender Documents. The EMD of successful tenderer shall be returned after submission of Contract-cum-Performance Bank Guarantee. If the successful bidder accepts the order but fails to submit the CPBG, the EMD will be retained. In such case differential amount towards CPBG and EMD may be deducted from the bills of vendor, which shall be released after receipt of acceptable Contract-cum-Performance Bank Guarantee (CPBG). In the event of non-execution of Order, the EMD will stand forfeited.



## 19.0 INTEGRITY PACT:

**19.1** The accompanying 'Integrity Pact' attached at **Annexure - XV** of Tender documents is to be executed in two (02) originals.

**19.2** The bidder shall engross the Integrity Pact on plain paper (A-4 Size) and submit the same duly signed by the person(s) signing the bid along with un-priced bid. All the pages of the Integrity pact are to be signed by the bidder.

**19.3** All the pages of the Integrity pact are to be signed by the bidder.

**19.4** Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses.

**19.5** The Bidders should not change the contents of the Integrity Pact.

**19.6** The two (2) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in **cover - 1 of the hard copy offer** as mentioned at Para – 8.9.1. The scanned copy of the Integrity Pact is to be uploaded along with their On - line Part - I - Bid.

**19.7** The two originals of Integrity Pacts will be signed by the representative of NALCO. One original of the Integrity Pact will be retained by NALCO and the other original will be returned to the bidder through post/courier.

**Only those bidders, who commit themselves to such a Integrity Pact with NALCO, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification for the tender. Offer without Integrity Pact shall be liable for rejection**

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

- (i) Ms. Archana Ranjan IRS(Retd.) E-mail: ranjan.archana@gmail.com,
- (ii) Ms. Deepa Krishan IRS(Retd.) E-mail: deepakrishan@gmail.com,
- (iii) Dr. Meeran C Borwankar, IPS(Retd.) E-mail: mcborwankar@gmail.com,

Bidder may write to either of the IEMs through e-mail for their grievances related to Integrity pact, if any, giving details of the tender, name of the tender issuing officer etc. for quick identification of the tender by the IEM to resolve their grievances.

### Note:

1. *Only representation in respect of Integrity Pact need to be addressed to the IEM 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.*

2. *For any tender related queries, bidder may write Mr. Supriya Batabyal, SM (Matls.), Mail ID: [supriya.batabyal@nalcoindia.co.in](mailto:supriya.batabyal@nalcoindia.co.in) & Mr. Mihir Behera, AGM(Matls.) Mail ID: [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in) or Ms. Sumita Sahay, GM(Materials), Mail ID: [sumita.sahay@nalcoindia.co.in](mailto:sumita.sahay@nalcoindia.co.in)*

## 20.0 CONTACT PERSON AND ADDRESS OF NALCO:

The contact person and address of NALCO for submitting the hard copy of offer in sealed envelope is as follows:

To,  
GM (Materials)  
National Aluminium Company Limited,  
NALCO Bhawan, P/1,  
Nayapalli, Bhubaneswar, Odisha – 751013, INDIA

## **21.0 CUSTOMS DUTIES AND TAXES**

**21.1** In case of domestic bids, all Custom Duties and levies payable on imported components, sub-assemblies and raw materials by the local Bidders shall be included in their prices and no claim on this behalf will be entertained by the Owner.

**21.2** The Contractor shall include all taxes, duties, royalty of whatever nature, other local taxes, etc. if any, in the quoted price.

**21.3** As regards the INCOME TAX, surcharge on Income Tax and other taxes, the bidder shall be responsible for such payment to the authorities concerned.

Bidder may note that if any tax is deductible at source as per Indian Income Tax Law, the same will be so deducted before releasing any payment to the bidder. Accordingly, bidder shall have the responsibility to check and include such provisions of taxes in their prices and shall clearly spell out inclusions of taxes, if any, in their quoted prices.

**INSTRUCTION FOR ONLINE BID SUBMISSION IN CPP PORTAL (as per CPP Portal):**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **"Online bidder Enrollment"** on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/ eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

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

**PREPARATION OF BIDS**

- 1) Bidder should consider any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names

and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**Note:** *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

## SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption

using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

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

#### **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**Annexure-I**

**TECHNICAL SPECIFICATION AND SCOPE OF SUPPLY  
OF OFFSET SHOE FORM BELTING ALONG WITH ACCESSORIES FOR CABLE BELT  
CONVEYOR**

Sl. No.	Material Code	Brief Description	Quantity
1.	10101331738	1137/1067/737 Offset Shoe Form Belting for Cable Belt Conveyor.	7,000 meters

1137/1067/737 Offset Shoe Form Belt for Cable Belt Conveyor.

General Specification:

Belt Width: 1137mm

Belt Type: 737mm/1067mm

Offset Shoe Form

Thickness: 15-17mm

Pre-Trough Angle: 6 Degrees

Initial Deflection (Empty): 20mm

Detail technical specification and scope of supply as per Annexure-I(A)

Special Conditions of Supply as per Annexure-I(B)

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**Annexure-I (A)**

**TECHNICAL SPECIFICATION**

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Short description: 1137/1067/737 OFFSET SHOE FORM BELTING FOR CABLE BELT CONVEYOR.

**A. BELT**

1. Belt Width : 1137 mm
2. Application : Cable hauled Conveyor at NALCO's Bauxite Mine, Outdoor Application, exposed to sun, air, and moisture
3. Material characteristics
  - a. Ore : Bauxite
  - b. Lump Size : -150mm
  - c. Angle of Repose : 35 - 45 deg
  - d. Abrasion Index : 42 – 60 gm/T
4. Belt tension weight : 4 T
5. Belt Type : 737 mm/1067 mm offset shoe form Belting
6. Belt Speed : 0 – 5.0 mps
7. Shoe form size : Suitable for 51mm diameter steel rope
8. Specific load carrying capacity : 125 kg/m length of belt (minimum)
9. Thickness : 16mm ( $\pm$  1mm) including Top and Bottom cover
10. Pre-trough Angle : 6 deg
11. Initial deflection (empty) : 20 mm (max.)
12. Deflection at 125 kg/m load : 40mm (max.) including initial deflection
13. Belt length per Reel : 200m
14. Belt ends : Prepared and clipped with 16 mm pitch stainless steel Hooks or Flexco F14 type fasteners (ready for installation)
15. Identification marks : Unique 4-digit Belt No, Company Logo, Month & Year of Manufacture; batch No, Length marking at 3m intervals to be embossed on the non- carrying side of the belt.
16. Compatibility : The New Belt is to be compatible with the existing PVL Belt of NALCO which generally confirms to the above specifications with no operational problems.
17. Tracking : All track Identification Tags compatible to the belt tracking System is to be embedded in the belt

## B. Reel Type and Dimensions

- |                            |   |
|----------------------------|---|
| 18. Type of Belt Reel      | : Steel tubular construction  |
| 19. Outer diameter of Reel | : 3500 mm (Max)   |
| 20. Centre Hole            | : 105 x 105 mm square hole supported with guides to aid Shaft loading |

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## SCOPE OF SUPPLY

### C. BELT REELS

21. Design, Manufacture, testing, and supply of belt with belt ends prepared and clipped with appropriate hooks and ready for joining with other clipped belt end.
  22. Quantity for procurement: 7000 m in three one lots as per delivery schedule.
  23. One spindle for one joint is to be included for each belt reel in the scope of supply. **This will be considered as a part of the belt reel.**
-

**Annexure-I (B)**

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**SPECIAL CONDITIONS OF PROCUREMENT OF 7,000 METERS OF BELTING**

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1. Purchase Order quantity & distribution:

The total purchase quantity of 7000 meters shall be distributed amongst two proven vendors (i.e., L1 & L2 bidders) in the ratio of 60:40 in order of their pricing position in tender. The proven vendors are required to offer full quantity of 7000 meters. L2 bidder matching with L1 bidder price or negotiated L1 price (on landed cost basis & net of input tax credit). If L2 bidder does not match with L1 price, the entire order quantity will be placed on L1 bidder provided they have offered for such quantity (i.e., there will not be any splitting of quantity). The splitting of the total quantity among the two proven vendors shall be such that the delivery schedule is followed.

2. Payment terms:

- i. Payment for 90% (ninety percent) of basic supply value including freight charges (excluding applicable taxes) along with 100% applicable taxes shall be made against dispatch documents negotiated through bank & against submission of test certificates and warranty certificates, etc.
- ii. Balance 10% (ten percent) payment of the basic supply value (excluding applicable taxes) shall be made after successful completion of guarantee/ warranty period. However, this 10% (ten percent) amount can be released against submission of advance bank guarantee (ABG) of equivalent amount as per format (Annexure – XVIII) and from any of NALCO's approved banks (list enclosed) which will remain valid up to end of guarantee/ warranty period plus 3 months of claim period. The ABG will be released upon successful completion of guarantee/ warranty period and against due certification of engineer-in-charge of NALCO.

**Note:**

- (a) FOR INDIAN VENDORS: All payments shall be through Bank transfer. All payments are subject to submission of acceptable Contract-cum-Performance Bank Guarantee (CPBG) for 5% (five percent) of Total Order Value within 30 days of placement of LOI/ Purchase order, in NALCO's prescribed format. Direct Payments will be made through e-payment mode through SBI as well as NEFT/RTGS mode through designated enabled branches. Sellers are requested to furnish duly filled Bank Mandate form in duplicate with due authentication from their Banker, as per format attached with tender documents.
- (b) FOR FOREIGN VENDORS: Payment for supply shall made be through Irrevocable Letter of Credit (LC) or through Cash Against Documents (CAD) basis. The letter of Credit shall be opened by Buyer's bank in India (State Bank of India, Commercial Branch, Bhubaneswar-751009, ODISHA, INDIA, SWIFT code: SBININBB119) and shall be advised through buyer's corresponding bank in Seller's country. Hence, the L/C shall not be confirmed. In case any bidder insists on confirmation, charges towards confirmation shall be borne by them. The Contract - cum - Performance Bank Guarantee (CPBG) for 5% (five percent) of Total Order Value shall have to be furnished within 30 days of placement of order to facilitate opening of L/C.

3. Delivery schedule:

- i. Total quantity of 7000 meters are to be delivered in three lots of 2000 meters, 2000 meters and 3000 meters proportionately by the selected bidders as follows:
  - The first lot of 2000 meters are to be supplied within 04 (four) months from the effective date of PO on FOB seaport of exit basis (for foreign supplier/ manufacturer) or on FOT destination basis (for domestic supplier/ manufacturer).
  - The second lot of 2000 meters are to be supplied within 06 (six) months from the effective date of PO on FOB seaport of exit basis (for foreign supplier/ manufacturer) or on FOT destination basis (for domestic supplier/ manufacturer).
  - The last lot of 3000 meters are to be supplied within 12 (twelve) months from the effective date of PO on FOB seaport of exit basis (for foreign supplier/ manufacturer) or on FOT destination basis (for domestic supplier/ manufacturer).
- ii. The above quantity shall be delivered in the same ratio of 60:40 by the two successful bidders.

4. Performance Criteria

I. Discard Criteria:

- i. The portion of the belt where deflection is  $\geq 75$ mm from the horizontal including the initial deflection will be discarded. If 40% (forty percent) or more area have a deflection of  $\geq 75$ mm in a single reel/ piece of belt distributed throughout the belt piece, then that piece will be discarded.
- OR
- ii. If the belt thickness is reduced by 20% (twenty percent) it will be discarded.
- iii. The portion of the belt will be replaced where the top or bottom carcass is exposed due to wear or poor bonding. If 40% (forty percent) or more area of a single reel/ piece of belt has damaged carcass and distributed throughout the belt piece, then that piece will be discarded.
- iv. The discard criteria for the belt in terms of wear, deflection and any other parameters must be agreed to by supplier and NALCO after negotiation, if required.

5. Guarantee/ Warranty:

- i. The belt must be warranted for a period of 7 (seven) years from the date of supply for any material of construction and manufacturing defect.
- ii. The supplier must agree for free replacement of equivalent length of belt on pro-rata basis, in case the belt fails to transport 42 million tons of ore or 7 years from the date of supply, whichever is earlier as per performance criteria clause No.4 above.

6. Technical data to be furnished by the bidder as a part of technical bid:

- a) Party to furnish Material of Construction (MOC) with constructional & dimensional detail of the belt.
- b) Party to submit their detailed approved QAP for belt manufacturing.
- c) Party to submit GA drawing along with the bid document.
- d) Party to furnish MOC, source of supply of Belt Hooks and spindle.
- e) Party has to confirm agreement to warranty conditions.
- f) Party has to supply test certificate for the belt from accredited test agencies showing the details of test parameters as per their approved QAP.
- g) Party has to submit fitment guarantee certificate i.e., the supply belt shall match in all aspects with the installed PVL belts in Nalco's Cable belt conveyor.
- h) Party to clearly specify the belt reel diameter, length, and gross weight of belt reel with belt.
- i) Party to supply the material with environmentally friendly packing.

7. Standard, Quality and Inspection:

The following belt parameters of each completed belt reel shall be tested at the premises of the manufacturer before dispatch by a third-party accredited inspection agency:

- i. Initial deflection
- ii. Pre-trough angle
- iii. Belt Tensile strength
- iv. Sag test
- v. Hardness
- vi. Elongation at break (in %, percent)

The cost of this inspection and certification shall be inclusive of the total cost. The entire above test certificates shall be submitted along with the supply.

If felt necessary, NALCO may depute their representative to manufacturer's works (i.e., at the discretion of NALCO) to be associated or to witness the test conducted by the third party (Optional). The supplier shall arrange all necessary facilities for inspection and tests at manufacturer's works. (It may be noted that for witnessing the third-party inspection at manufacturer's works, To & Fro charges, lodging, boarding, conveyance, etc. of NALCO's authorized representatives shall be borne by NALCO). At least 30 (thirty) days of advance intimation shall be given by the supplier to NALCO for witnessing the third-party inspection at manufacturer works. The supplier has to provide 3 (three) sets of all inspection records and test certificates.

**Annexure – II**

**SPECIAL INSTRUCTIONS TO BIDDERS**

**1.0** The specification of the materials offered should be strictly as per **Annexure-I - Technical Specification and scope of supply** (enclosed). In case of any deviation, please furnish the same clause-wise, under the head **“Technical Deviations”**. **Any deviation mentioned elsewhere in the offer will not be considered.**

**2.0** The Questionnaire under the caption “Agreed Terms & Conditions (Import / Indigenous)” is to be duly filled in and submitted along with the offer. Deviations, if any, to the Tender Documents are to be indicated separately in your offer in the prescribed format which will be taken as final, irrespective of the confirmation for same are appeared elsewhere.

**3.0 PRICE FORMAT**

Please furnish the prices strictly as per the format enclosed.

**4.0 CRIMINAL PROCEEDINGS/CASES:**

The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an Affidavit to this effect (for domestic suppliers)/ on letter head (for foreign suppliers). The Affidavit must be affirmed before the competent judicial authority or duly notarized by the Public Notary.

Bidders should upload the scanned copy of the declaration with their On - line Part - I - Bid. The original copy of the declaration should be submitted in **cover - 1 of the hard copy offer**.

**5.0 LITIGATION HISTORY:**

Bidder should furnish litigation history of their firm or group firm. The litigation history shall include:

- (i) Arbitration cases pending
- (ii) Disputed incomplete works
- (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings.

Bidders should upload the scanned copy of the declaration with their On - line Part – I - Bid. The original copy of the declaration should be submitted in **cover - 1 of the hard copy offer**.

**6.0** The bidder has to furnish a declaration to the effect that they have not been banned or de-listed by any Government or Quasi Government agencies or PSUs of India. If they have been banned or de-listed by any Government or Quasi Government agencies or PSUs, then this fact must be clearly stated. The declaration should be in the bidder's official letterhead duly signed by the authorized signatory with official seal. Bidders should upload the scanned copy of the declaration with their On - line Part - I - Bid. The original copy of the declaration should be submitted in **cover - 1 of the hard copy offer**.



- 7.0** Bidder should not be under liquidation, court receivership or similar proceeding. Bidder has to submit **certificate/ Undertaking** in this respect in his official letterhead duly signed by the authorized signatory with official seal. Bidders should upload the scanned copy of the declaration with their On - line Part - I - Bid. The original copy of the declaration should be submitted in **cover - 1 of the hard copy offer**.
- 8.0** Technical specifications should be strictly as per **Annexure - I - Technical Specification** enclosed. In case of any deviation, please furnish the same clause-wise, under the head "Technical Deviations". Any deviation mentioned elsewhere in the offer will not be considered.
- 9.0** The bidder shall furnish detailed information regarding the names of other firms/ agencies/ partnership firm/ wholly owned or partly owned/ subsidiary etc. where they are having financial/ professional stakes along with the Part - I - Bid. The bidder should also give a declaration that any such firm/ agency are not participating in the same tender. The declaration should be in the bidder's official letterhead duly signed by the authorized signatory with official seal.
- Bidders should upload the scanned copy of the declaration with their on - line Part – I - Bid. The original copy of the declaration should be submitted in **cover - 1 of the hard copy offer**.
- 10.0** The Questionnaire under the caption "Agreed Terms & Conditions (Import)/ (Indigenous)" is to be duly filled in and submitted along with the offer.
- 11.0** Deviations, if any, to the Tender Documents are to be indicated separately in your offer in the prescribed format which will be taken as final, irrespective of the confirmation for same are appeared elsewhere.
- 12.0** Foreign bidders to quote prices in Single Foreign Currency preferably in **USD, GBP, EUR, JPY and AUD** only.
- 13.0** Foreign Bidder shall quote their prices on FOB sea port of exit as well as CFR Vishakhapatnam (Vizag) sea port basis indicating the firm ocean freight charges to Vishakhapatnam (Vizag) sea port separately. NALCO reserves the right to place order either on FOB basis or CFR basis. In case of acceptance of bid, Order will be placed on FOB basis and bidder will be required to furnish firm cargo details containing no. of packages, dimensions, net and gross weight, no. and types of containers required, name of discharge port, along with tentative date of shipment, etc. within one month of placement of order. Accordingly, the Order may be converted to CFR basis at Nalco's option within one month of submission of cargo details. Hence, quoted ocean freight charges to Vishakhapatnam (Vizag) sea port should remain valid for acceptance for a period of minimum one month from the date of submission of complete cargo details. The actual cargo shipped should not exceed the cargo details furnished in terms of volume, weight and no. of containers. In case the actual cargo dispatched exceeds the cargo details furnished, the extra freight incurred by Owner will be to Seller's account. In case the order is converted to CFR Vishakhapatnam (Vizag) seaport basis, the free time for detention of the containers should not be less than 14 (fourteen) days.
- 14.0** In case of indigenous vendors, prices should be quoted on FOT Destination at Bauxite Mines, Damanjodi, Koraput, Odisha, India basis giving break-up of FOT dispatch point price, freight charges and applicable GST rate as per Price Schedule format.
- 15.0** The bidders are to furnish name and address of the official to whom correspondence should be sent including telephone number and e-mail id. If e-mail ID is not available, an undertaking is to be given that e-mail id is to be registered within 2 (two) weeks of bid submission.

**16.0** We are SA 8000 (social accountability) Certified Company. It is expected that our Suppliers/ Service providers confirm to the requirements of this International Standard SA 8000: 2008. The Survey Questionnaire attached may please be filled up and sent along with Bid document.

**17.0 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. **Indigenous bidders to take note of the same and pass such benefits while quoting their price.**

**18.0** The bidders registered under GST should provide their GSTIN along with a copy of the ARN with their bid.

**19.0 EPCG LICENSE**

The materials shall be imported by the Purchaser under the Zero duty EPCG License scheme. For the purpose of obtaining EPCG import license by the purchase, the seller shall submit to the Purchaser the proforma invoice for all materials included in the order, dimension details of packages (dividing the same into shipment lots) and a short technical write up for customs clearance purpose within one month of the purchase order. In case any Indian vendor wants to utilize EPCG license under zero duty EPCG scheme, vendor should indicate CIF value in the priced bid.

**20.0 EVALUATION/ LOADING/ REJECTION CRITERIA**

**20.1** All evaluation shall be made on landed cost basis & net of input tax credit as per scope of supply & technical specifications attached with the tender documents.

**20.2** Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price will be corrected. If there is a discrepancy between the total amount and the sum of total prices, the sum of the total prices shall prevail and the total bid amount will be corrected. Further, if there is a discrepancy between the quoted lump sum price, and its separate break-up prices (if any), the quoted lump sum price shall prevail.

**20.3** Bid evaluation for indigenous bidders shall be done considering GST Rates and HSN quoted by the bidder. GST Rates and HSN quoted by the bidder(s) shall be treated as final and bids shall be evaluated accordingly. Any higher rate of tax actually invoiced shall be adjusted in price.

**20.4** To facilitate evaluation and comparison, NALCO will convert all bid prices of foreign Bidders expressed in the amounts in various currencies in which bid price is payable, to Indian Rupees based on Bill selling exchange rate of SBI as on date of price bid opening.

**20.5** Supply prices shall be evaluated as follows:

**(i) IMPORTED**

- |    |   |                       |
|----|---|-----------------------|
| 1. | - FOB Price (including inspection / testing charges by third party) | : As quoted           |
| 2. | Add Ocean Freight charges   | : Firm freight quoted |

**Note:** In case firm freight not quoted by a vendor, loading shall be based on max. freight quoted by other vendor from that region and in case there is no other offer from that region, loading will be based on estimation by NALCO.

3.	Sub - Total (CFR)	:	1+2
4.	Marine Insurance	:	0.01% of CFR
5.	Sub - total (CIF)	:	3+4
6.	Customs Duty (CD)	:	0% under EPCG Scheme
7.	Social welfare surcharges (SWS)	:	@ 10% on (6)
8.	Total including CD & SWS	:	5+6+7
9.	Integrated Goods and Services Tax (IGST)	:	Merit rate of IGST shall be considered on (8)
10.	Landed cost	:	8+9
11.	Custom clearance, Port handling and transportation up to site	:	@ 3% on 10
12.	Total Price	:	10+11
13.	Technical loading, if any	:	On FOB Supply Price
14.	Commercial loadings, if any	:	On FOB Supply price
15.	Total after loading	:	12+13+14
16.	Less, Input tax credit (ITC)	:	(-9)
17.	Total Comparable Price	:	15+16

**Note:** - The statutory levies (Sl. No. – 6, 7 & 9) would be as applicable on date of price bid opening.

(ii) INDIGENOUS

1.	FOT Despatch Point	:	As quoted
2.	Freight Charges	:	As quoted
3.	Total Price	:	1+2
4.	IGST/ CGST & SGST	:	As per merit rate on 3
5.	Total Landed Cost	:	3+4
6.	Transit Insurance to be borne by Nalco	:	@ 0.01% on (5)
7.	Technical loadings, if any	:	On FOT Despatch point price
8.	Commercial loading, if any	:	On FOT Despatch point price
9.	Total after loading	:	(5+6+7+8)
10.	Less, Input Tax Credit (ITC)	:	(-4)
11.	Total Comparable Price	:	9+10

**Note:** - The statutory levies (Sl. No. 4) would be as applicable on date of price bid opening.

**20.6** Price loading on account of payments and other conditions required by various vendors will be based on following: -

- (i) Payment terms:  
Price loading on account of payment terms at variance with tender documents payment terms will be loaded @ MCLR of SBI as on the month of April of corresponding financial year for 1-year tenor plus 1% (one percent).
- (ii) All cost loadings will be calculated on FOT dispatch point/ FOB prices
- (iii) Price Variation: -  
Terms offered by vendor price loading
  - (a) Firm Price : No loading
  - (b) In case of ceiling on Price Variation Clause : Loading by ceiling percentage offered
  - (c) No ceiling on the formula : Offer may be rejected

- (d) No formula and no : - do -  
ceiling specified by vendor

**20.7** No deviation to terms & conditions of the bid documents is allowed. Further Non-acceptance of following clauses shall lead to **rejection of bid**:

(i) Bids that do not meet the qualification criteria as specified in the Tender Documents/ bid documents shall be summarily rejected.

(ii) A bid with incomplete scope of work and/or which does not meet the technical specifications and requirements as specified in the NIT documents shall be considered as non-responsive and rejected.

(iii) Prices must be furnished in accordance to the price schedule format enclosed and strictly based on the terms specified related to the bid prices in the instructions/ conditions. Non-compliance to this requirement shall make the bid liable for rejection.

(iv) Bidders are requested to note that exceptions/modifications taken by them to the following clauses of Tender Documents may result in rejection of their bid: -

- i. Proforma of Contract - cum - Performance Bank Guarantee
- ii. Contract Performance Guarantee clause
- iii. Delivery Schedule
- iv. Period of validity of bid
- v. Guarantee / Warranty
- vi. Replacement of Defective parts and materials

**21.0 ENGAGEMENT OF AGENTS/ MIDDLEMEN/ INTERMEDIARY/ CONSULTANTS/ SERVICE PROVIDERS:**

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

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

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

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

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

**21.6** Failure to furnish correct and detailed information as called for in above paragraphs render the concerned offer liable for rejection or in the event of a contract materializing; the same

is liable to termination by NALCO. Besides this, there would be a scope for imposing a penalty of banning business dealings with NALCO and/or payment of a named sum as damages.

## **22.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA)**

**22.1** 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent. Bidders offering imported products will fall under the category of non-local supplier. They cannot claim themselves as Class-I local supplier by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.

**22.2** 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

**22.3** 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference. Minimum local content for "Class-I local supplier" shall be 50%.

**22.4** Order means as specified under Public procurement (Preference to Make in India) (PPP-MII) order 2017 dated 16.09.2020 & subsequent revisions thereof. In case of any ambiguity, the above order along with its subsequent revisions shall prevail.

**22.5** Purchase Preference:

**(a)** Purchase preference shall be given to 'Class-I local supplier' only in procurements as specified here under.

**(b)** The 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

iv. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

**22.6** The 'Class-I local supplier' as per this provision at the time of tender, bidding or solicitation shall indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'. They shall also give details of the location(s) at which the local value addition is made. Declaration to be given in the format given in the Annexure-XIX of the tender.

**22.7** In case of offer value in excess of Rs.10 Crore, the 'Class-I local supplier' shall require to provide a certificate from the statutory auditor or cost auditor of the company (in the case

of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- 22.8** False declaration will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 23.0** Purchase Preference Policy for MSEs (Micro and Small Enterprises) as per Public Procurement Policy for MSEs, 2012 as amended time to time by the Government under Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 shall be applicable in the distribution clause of NIT. The latest guidelines issued by the Department of Expenditure regarding concurrent application of PPP-MSE Order, 2012 (as amended) and PPP-MII Order, 2017 (as amended) shall also be applicable. The MSE bidder are required to compulsorily furnish their Udyam Registration Number in order to avail the benefit.



Tender Inviting Authority: GM (Materials), NALCO Corporate Office, Bhubaneswar (Odisha), India

Name of Work: Supply of "7,000 meters of 1137/1067/737 Offset Shoe Form Belting along with accessories" for Cable Belt Conveyor for Bauxite Mines at NALCO, Damanjodi, Odisha (India)

Notice Inviting Tender No: NBC/MM/508/8-1008/BELT/2024 DTD. 20/09/2024

Offer No. & Date:

Name of the Bidder/ Bidding Firm / Company :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

NOTE

1. Do not insert any additional sheet, rows, column or any condition in the BOQ sheet. Please do not tamper with the BOQ sheet. Enabled Cells (Cyan Colour), are only to be filled by the bidder. Non-compliance may lead to rejection of the bid.

2. In case the bidder opts not to quote against any of the SI. Nos. indicated at SI. No. – 1.01, 1.02, 1.03 please enter "Zero".

3. Bidder to clearly indicate Quoted / Not Quoted against each SI. No. in the column 6 in this BOQ below and submit the same duly stamped and signed in the un-priced bid. The priced part of this BOQ shall be submitted in the price bid only.

4. Foreign bidders shall quote the FOB price in respective cell under column 6 for SI.No.s 1.01, 1.02, 1.03. Indigenous bidders will quote FOT dispatch point price in respective cell under column 6 for SI.Nos. 1.01, 1.02, 1.03.

5. Foreign bidder to quote total ocean / sea freight charges from FOB port of exit up to Visakhapatnam (Vizag) Sea Port in containerized vessel on liner terms basis / in packed condition basis / break-bulk basis, wherever applicable in the respective cell under column 6 for SI.No. 1.03 below. Indian bidder shall quoted freight charges (i.e., by road) considering road transportation up to site in the respecive under column 6 for SI.No. 1.03 below.

6. In the Price Schedule, no column should be left blank.

7. The quoted prices shall include charges towards testing and all documentation required as per NIT.

8. Transit insurance (from FOB port onwards in case of foreign bids and from FOT dispatch point onwards in case of indigenous bids) shall be arranged by NALCO and therefore bidders are NOT required to include transit insurance in their offer.

9. For foreign bids all taxes and duties in India including import duties, statutory port charges shall be to NALCO's account and as such same shall not be included in quoted prices.

10. For indigenous bids, GST shall be payable extra at actuals against GST compliant invoice based on the HSN code indicated by the bidder in their offer.

11. Please choose the preferred currency (i.e., INR / USD / GBP / EUR / JPY / AUD only) in the drop-down in the respective cell under column 5 (click & choose the option).

12. Optional prices shall not be considered for price evaluation. However, the optional prices shall remain valid till completion of the supply from bid opening date and may be exercised by NALCO, in case NALCO decides for the same.

NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
SI.No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder	Total Rate, it will be converted (= 3 x 6)	Freight Charges per unit to be quoted by the Bidder (refer note 5 above)	Total Freight Charges, it will be converted (= 3 x 8)	TOTAL AMOUNT, It will be converted (= 7 + 9)	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
1.1	Design, Manufacture, Inspection & testing and Supply of "1137/1067/737 Offset Shoe Form Belting along with accessories" for Cable Belt Conveyor for Bauxite Mines at NALCO, Damanjodi, Odisha (India) as per Annexure-I of NIT. The detail technical specification and scope of supply are as per the attached Annexure-I of NIT.	7000.00	meters	USD		0.00		0.00	0.00	USD Zero Only
Total in Figures									0.0000	Zero Only

**AGREED TERMS & CONDITIONS (INDIGENOUS)**

**(FOR INDIGENOUS BIDDERS)**

**IMPORTANT**

1. This questionnaire must be filled in against all Serial nos. & enclosed with the Un- priced offer. Non-submission or submission of incomplete questionnaire may lead to rejection of the offer.
2. All commercial terms except the deviations to Tender Documents must be given in this questionnaire itself and not elsewhere in the quotation. In case of contradiction, the terms given below shall prevail. Deviations to Tender Documents, if any, must be listed in the format attached at the end of this questionnaire.

Sl. No.	Descriptions	Vendor's Confirmations
1	(i) Acceptance of Technical specifications and scope of work as per attached <b>Annexure - I</b> . (ii) In case of deviations, confirm that the same has been highlighted separately.	
2	Confirm that data sheets/ technical questionnaire duly filled in are attached, wherever required.	
3	<del>Confirm Spare parts list, wherever required with item wise prices have been submitted for following categories of</del> <b>Spares</b> (a) Commissioning Spares (b) Standard Tools & Tackles (c) Consumables for first 02 years (d) O&M Spares for first 02 years (e) Optional attachments	NA
4	It is noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer.	
5	Indicate Manufacturer's name & address with Tel/ Email, etc.	
6	Confirm that the quoted prices are based on FOR/ FOT dispatch point including packing & forwarding. (i) If quoted on Ex-works basis, indicate P&F charges in terms of percentage. (ii) Indicate dispatch station.	
7	Please confirm that firm freight charges up to Site are quoted in price bid.	
8	In case you have not quoted the freight charges separately in the Price Schedule, please quote the same in terms of % of the quoted FOT dispatch point price.	
9	Confirm you have quoted prices strictly in the price schedule format enclosed with NIT documents.	
10	Confirm Transit insurance is excluded from the quoted prices. If inclusive, indicate rebate for excluding the same.	
11	(a) Statutory variation in GST, if any, upto the contractual delivery date (CDD) shall be borne by NALCO. Any increase beyond the CDD shall be borne by the vendor. However, the benefit of any reduction in any of the above statutory levies beyond CDD must be passed on to NALCO. Pl. note and confirm. (b) Please indicate the present rate of GST applicable on the supplies (For Intra-state supplies CGST + SGST shall be applicable whereas for Inter-	

Sl. No.	Descriptions	Vendor's Confirmations
	state IGST shall be applicable. Vendor to quote accordingly).	
	(c) If there is any increase in GST at the time of supplies for any reasons, other than statutory, including turnover, confirm the same will be borne by the vendor.	
	(d) If GST is presently not applicable, confirm whether the same will be borne by the vendor in case it becomes leviable later.	
	(e) In case (c) or (d) is not acceptable, advise maximum rate of GST chargeable	
12	Confirm submission of GSTIN along with acknowledgement receipt containing the ARN	
13	Confirm in case of delay on a/c of vendor, any new or additional taxes and duties imposed after contractual delivery shall be to vendor's account.	
14	Confirm acceptance to Delivery/ Completion Period as mentioned in tender documents	
15	Confirm utility requirement wherever applicable are given in offer.	
16	Confirm customer references are given in offer.	
17	Confirm complete technical literature/catalogue are being submitted along with offer.	
18	Confirm acceptance of Price Reduction Schedule for delay in deliveries specified in Tender Documents.	
19	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
20	Confirm that the quoted prices shall remain firm and fixed till complete execution of order.	
21	Confirm that Contract cum Performance Bank Guarantee whatever required will be furnished for value and terms & conditions as per document attached with tender documents.	
22	Confirm acceptance of Guarantee/ Warranty as per documents attached with tender.	
23	Confirm that quoted prices are inclusive of all inspection & testing charges as per NIT terms.	
24	Indicate type of your Vendor category under GST: Compounding Scheme Vendor or Registered Vendor or Unregistered Vendor If Vendor is GST Compounding Scheme vendor, please confirm that you have submitted the copy of the declaration: FORM GST–CMP 01 or FORM GST CMP 02. (In case of non- submission of these documents, your offer may be liable for rejection)	
25	Please confirm that you have quoted the HSN (Harmonized System of Nomenclature) code of goods for all items as per scope of work of NIT.	
26	(i) All other Commercial terms & conditions shall be as per Standard Terms & Conditions of Purchase Order (Indigenous) and other documents attached with the NIT. Confirm acceptance.	
	(ii) In case of deviations, confirm clause wise comments have been specified in the format attached at the end of this questionnaire.	
	(iii) All the terms & conditions have been indicated in this format including Annexure and has not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.	
27	If offer is based on certain Imported Raw Materials required for Equipments/ Materials offered, please note and specify the following:	
	(i) Owner will not provide any Import License for the same. Any expenditure towards the same shall be borne by Seller.	
	(ii) Indicate Description, Quantity & CIF value of Imported Materials (in Rs.) for each Equipment/ item of quotation in price bid.	

Sl. No.	Descriptions	Vendor's Confirmations
	(iii) Confirm that all variations in Customs duty and Foreign Exchange till complete execution of the contract shall be to Seller's account.	
28	Confirm that all taxes, duties and levies of any kind payable by Seller up to the stage of handing over of the system to Owner shall be borne by you.	
29	The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner or the vendor is a Private Company in which any of the Directors of Owner is a member or Director.	
30	Confirm that the quoted prices are valid for acceptance up to six months from the final due date of submission of Bid.	
31	Confirm that quoted prices for Optional attachments are valid for the stated period as asked in the tender documents.	
32	Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
33	Confirm that net worth of your company during the last financial year is positive.	
34	Please furnish Annual Report containing Balance Sheet & Profit & Loss Account for the last 3 years.	
35	As soon as shipment/ dispatch is made, the seller shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.	
36	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU. Confirm you have submitted declaration to this effect as per tender conditions.	
37	Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id. If e-mail id is not available, an undertaking is to be given that e-mail id is to be registered within 2 weeks of bid submission	
38	Confirm you have submitted EMD as per NIT	
39	Confirm you have submitted two original copies of the pre-contract Integrity Pact as per NIT.	
40	Confirm duly filled in SA 8000 Questionnaire as per NIT is submitted	
41	The Vendor is required to state whether M/s AP/ ALCAN has any shareholding/ management control in your Company.	
42	Please confirm that you will generate the E-waybill as per tax invoice following the provision of E-waybill Rule 138 to 138 D read with notification issued by respective States, if any.	
43	Please confirm type of Supplier i.e., Whether Class-I or Class-II local supplier or Non-Local Supplier (As defined in order dtd. 16.09.2020 & OM Dtd. 04.03.2021 of DPIIT, Ministry of Commerce and Industry, GoI).	
44	Provision for PREFERENCE TO MAKE IN INDIA: Please confirm your acceptance to the said provision	
45	Confirm percentage of local content for the offered goods.	
46	Confirm, Certificate for local content from statutory auditor or cost auditor of the company or form a practicing cost accountant practicing chartered accountant.	
47	(i) Please confirm acceptance of part order (ii) Please confirm acceptance of lot wise delivery schedule as per Annexure-I of NIT	

Place:

Date:

Signature:

Name :

Designation:

Seal :

**DEVIATIONS TO TENDER DOCUMENTS**

SL. NO.	REFERENCE OF TENDER DOCUMENT		SUBJECT	DEVIATIONS
	DOCUMENT	CLAUSE NO.		

NOTE: This shall be submitted along with the Un-priced Offer. Deviation mentioned anywhere else in the offer shall not be considered.

Date:

Signature:

Name:

Designation:

Seal:

**ANNEXURE – V**

**AGREED TERMS & CONDITIONS (IMPORT)**

**(FOR FOREIGN BIDDERS)**

**IMPORTANT**

1. This questionnaire must be filled in against all Serial nos. & enclosed with the Un- priced offer. Non submission or submission of incomplete questionnaire may lead to rejection of the offer.

2. All commercial terms except the deviations to Tender Documents must be given in this questionnaire itself and not elsewhere in the quotation. In case of contradiction, the terms given below shall prevail. The deviations to Tender Documents, if any, must be listed in the format attached at the end of this questionnaire.

Sl. No.	Descriptions	Vendor's Confirmations
1	(i) Acceptance of Technical specifications and scope of work as per attached <b>Annexure - I</b> .	
	(ii) In case of deviations, confirm that the same has been highlighted separately.	
2	Confirm that data sheets/ technical questionnaire duly filled in, are attached, wherever required.	
3	Confirm Spare parts list, wherever required with item-wise prices on FOB & CFR basis have been submitted for following categories of Spares	NA
	(a) Commissioning Spares	
	(b) Standard Tools & Tackles	
	(c) Consumables for 02 years	
	(d) O&M Spares for 02 years	
	(e) Optional Attachments	
4	It is noted that deviations to terms & conditions shall lead to loading of prices or rejection of offer.	
5	Indicate Manufacturer's Name and Address with Tel/Email / Fax no. etc.	
6	Confirm you have quoted prices strictly in the price schedule format enclosed with tender documents.	
7	Indicate International sea Port of exit/ shipment.	
8	Please confirm that ocean freight charges up to Vishakhapatnam (Vizag) sea port have been quoted by you in the Price Schedule.	
	(a) In case you have not quoted the ocean freight charges to Vishakhapatnam (Vizag) sea port separately in the Price Schedule, please quote the same in terms of % of the quoted FOB price	
9	Indicate Shipping weight (net and gross) including dimensions/ volume of consignments.	
10	As soon as shipment/ dispatch is made, the seller shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.	
11	Prices quoted must exclude transit insurance charges from FOB Port of Shipment as the same shall be arranged by the Purchaser. All Transit Insurance charges for inland transit up to FOB Port of Shipment must be included by you in your prices.	
12	Indicate the country of origin of goods offered.	

Sl. No.	Descriptions	Vendor's Confirmations
13	Confirm that the quoted prices are in the currency of country of origin and also indicate currency of quote.	
14	Confirm acceptance to Delivery/ Completion Period as mentioned in tender documents.	
15	Confirm utility requirement wherever applicable are given in offer.	
16	Confirm customer references are given in offer.	
17	Confirm complete technical literature/ catalogue are being submitted along with offer.	
18	Please confirm that you have indicated the item wise HS Code of all items as per scope of Work of the NIT.	
19	Confirm acceptance of Price Reduction Schedule for delay in completion specified in Tender Documents.	
20	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
21	Letter of Credit shall be opened through a Govt. of India Bank and hence need not be confirmed. Confirm that confirmed L/C is not required by you.	
22	In case confirmed L/C is required, L/C confirmation charges shall be to your account.	
23	All Bank charges and Stamp duties payable outside India in connection with payments to be made under this Purchase Order shall be borne by you. All bank charges and stamp duties payable in India shall be borne by the Purchaser.	
24	All taxes, duties and levies of any kind payable up to FOB Port of Shipment shall be borne by you.	
25	Confirm that the quoted prices shall remain firm and fixed till complete execution of order.	
26	Please indicate name and address of your Bankers.	
27	All correspondence must be in ENGLISH language only.	
28	Confirm that Contract cum Performance/ Performance Bank Guarantee wherever required will be furnished for value and terms & conditions as per document attached with tender/ NIT.	
29	Confirm acceptance of Guarantee/ Warranty as per documents attached with tender/ NIT.	
30	Confirm that the quoted prices are inclusive of all inspection & testing charges as per tender documents	
31	Confirm that the quoted prices are valid for acceptance up to six months from the final due date of submission of Bid.	
32	Confirm that quoted prices for Optional attachments are valid for the stated period as asked in the tender documents.	
33	Confirm that in case of placement of order, you will be submitting firm cargo details containing weight, dimensions, no. of packages, no. and types of containers required and port of shipment within one month of placement of order.	
34	Confirm that the quoted prices for ocean freight charges to Vishakhapatnam (Vizag) sea port shall remain valid for acceptance up to one month beyond submission of complete cargo details by you.	
35	In case the order is converted to CFR basis at Nalco's option, then the free time for detention of containers shall not be less than 14 days	
36	(i) All other Commercial terms & conditions shall be as per the Standard terms & conditions (Import), Special terms & conditions of Purchase order attached with the Tender Documents. Confirm	



Sl. No.	Descriptions	Vendor's Confirmations
	acceptance.	
	(ii) In case of deviations, confirm clause wise comments have been specified in a separate Annexure.	
	(iii) All the terms & conditions have been indicated in this format including Annexure and has not been repeated elsewhere. It is noted that terms & conditions indicated elsewhere shall be ignored.	
37	The vendor is required to state whether any of the Directors of vendor is a relative of any of the Directors of Owner or the vendor is a firm in which any Director of Owner or his relative is a partner or the vendor is a Private Company in which any of the Directors of Owner is a member or Director.	
38	Confirm that net worth of your company during the last financial year is positive.	
39	Please furnish Annual Report containing Balance Sheet & Profit & Loss Account for the last 3 years.	
40	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU. Confirm you have submitted declaration to this effect as per tender conditions.	
41	Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
42	Furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id. If e-mail id is not available, an undertaking is to be given that e-mail id is to be registered within 2 weeks of bid submission.	
43	Confirm you have submitted EMD as per NIT	
44	Confirm you have submitted two original copies of the pre - contract Integrity Pact as per NIT.	
45	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT.	
46	The Vendor is required to state whether M/s. AP/ ALCAN has any shareholding/ management control in your Company.	
47	Provision for PREFERENCE TO MAKE IN INDIA: Please confirm acceptance	
48	(i) Please confirm acceptance of part order (ii) Please confirm acceptance of lot wise delivery schedule as per Annexure-I of NIT	

Place:  
Date:

Signature:  
Name :  
Designation:  
Seal :

**DEVIATIONS TO TENDER DOCUMENTS**

SL. NO.	REFERENCE OF TENDER DOCUMENT		SUBJECT	DEVIATIONS
	DOCUMENT	CLAUSE NO.		

NOTE: This shall be submitted along with the Un-priced Offer. Deviation mentioned anywhere else in the offer shall not be considered.

Date:

Signature:  
Name:  
Designation:  
Seal:

**ANNEXURE - VI**

**SPECIAL TERMS & CONDITIONS OF PURCHASE ORDER**

**1. PLACE OF DELIVERY:**

The equipments should be supplied as per the details given below:

NATIONAL ALUMINIUM COMPANY LIMITED  
Bauxite Mines, Mines Complex  
Damanjodi – 763008  
Odisha

**2.** Cl.No. – 4 – PRICE(S) and Cl.No. – 3 – PRICE(S) of Standard Terms and Conditions of Purchase Order (Indigenous and Import respectively) shall be read as follows instead of existing:

“The Price mentioned in the Purchase Order will remain firm and fixed till complete execution of the Order unless otherwise specified elsewhere in the Order. However statutory variations, if any in taxes, duties and levies during contractual delivery period only, may be considered against documentary evidence. NALCO will not pay any packing and forwarding charges or any other taxes, duties or levies that have not been specified in the Order.”

**3.** Cl. No. – 5 – CENVAT BENEFIT of Standard Terms and Conditions of Purchase Order (Indigenous) shall be read as follows instead of existing:

**“INPUT TAX CREDIT:**

In case of taxable goods, for availing INPUT TAX Credit Transporter's copy of Invoice as prescribed in the GST Act, must be handed over to the carrier along with other relevant dispatch documents. The original copy of the Tax invoice should be sent along with the payment documents. However, any modification in the prescribed rule by GST Council from time to time will be applicable.”

**4.** Cl. No. – 14 – WAY BILL FORM of Standard Terms and Conditions of Purchase Order (Indigenous) shall be read as follows instead of existing:

**“E-WAY BILL (EWB):**

For movement of goods to Nalco, it is the responsibility of the supplier to generate the E-waybill as per the tax invoice following the provisions of E-WAYBILL Rule 138 to 138D read with Notifications issued by respective States, if any. Nalco shall not be responsible for any consequences in case of non-compliance of the E-WAY BILL Rule by the supplier.

**5.** The last para of Cl. No. – 17 – BILLING of Standard Terms and Conditions of Purchase Order (Indigenous) shall be read as follows instead of existing:

“Duplicate copy of tax invoice (transporter copy) should be sent along with consignment to the consignee for availing input tax credit.”

**6.** Cl. No. – 18 (i.e., prepaid freight) & Cl. No. – 26 (Sales Tax declaration) of Standard Terms and Conditions of Purchase Order (Indigenous) stand deleted.

**7.** All the material is required to be transported in India by Registered Common Carriers, preferably having an office at the place of concerned unit. Provisions of carriage by Road Act, 2007 and rules made there under for transport of goods through common carriers only, shall be applicable.

8. Cl No. - 18.0 – SPARE PARTS & Cl. No. - 21.0 – REPEAT ORDER of Standard Terms and Conditions of Purchase Order (Import) stands deleted.

**9. INSPECTION-CHECKING-TESTING:**

Cl. No. - 9.0 of Standard Terms and Conditions of Purchase Order (Indigenous) and Cl. No. - 12.0 of Standard Terms and Conditions of Purchase Order (Import) shall be read along with Annexure-I - Technical Specification & Scope of Tender Documents. At least 30 days clear advance notice shall be given by the bidder to NALCO for carrying out the pre-dispatch inspection (PDI) at suppliers works, if any.

**10. GUARANTEE/ WARRANTY**

Cl. No. - 19.0 of Standard Terms and Conditions of Purchase Order (Indigenous) and Cl. No. - 14.0 of Standard Terms and Conditions of Purchase Order (Import) shall be read along with Annexure-I - Technical Specification & Scope of supply.

All other provision of Cl. No. - 19.0 of Standard Terms and Conditions of Purchase Order (Indigenous) and Cl. No. - 14.0 of Standard Terms and Conditions of Purchase Order (Import) shall remain unaltered.

**11. CONTRACT PERFORMANCE GUARANTEE**

Supplier will be required to submit Contract - cum - Performance Bank Guarantee (CPBG) for 5% (five percent) of Order Value (Supply order + Freight, etc.) within 30 days of effective date of order. The CPBG shall be as per proforma enclosed with this NIT. The CPBG should be furnished from any of NALCO approved Banks as per the list enclosed with the Tender Documents. The CPBG shall remain valid up to guarantee/ warranty period with claim period of a minimum of 3 months. All payments shall be released after receipt of acceptable CPBG. The wording of BG should be strictly as per proforma and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank. In case any amendment is issued to the order enhancing the order value, the Seller shall within 15 days of receipt of such an amendment furnish to the buyer an amendment to the CPBG rendering the same valid for the order as amended.

Supplier may submit CPBG for lot wise (i.e., at supplier option) for the respective warranty period so that each lot wise CPBG can be released after completion of lot wise warranty requirement. However, all lot wise CPBG will have to be submitted by supplier within 30 days of effective date of order.

Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invocable in Bhubaneswar only. BG confirmation message may also be sent through SFMS message to our Banker State Bank of India, Commercial Branch, Bhubaneswar (IFSC Code: SBIN000657, Swift Code: SBININBB19) and beneficiary name as "NALCO, Corporate Office, Bhubaneswar". If the vendor fails to submit CPBG after placement of Order, the equivalent amount will be recovered from the bill(s) of the vendor.

The seller shall ensure that the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Nalco Bhavan P/1, Nayapalli, Bhubaneswar-751013, (Orissa), Attn. General Manager (Materials) under speedpost or registered post (AD) so as to reach the addressee within 30 days of order. The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to the buyer.

On the breach of the contract by the supplier, Contract cum Performance Bank Guarantee shall be forfeited/ encashed whether or not the company has suffered a loss on this account & Purchase Order will be rescinded. Forfeiture/encashment of Contract Cum Performance Bank Guarantee does not prejudice NALCO'S rights to make risk purchase and recover damages on account of such risk purchase. However, credit may be given for the Contract cum Performance Bank

Guarantee forfeited/encashed in appropriate cases.

## 12. **INSURANCE**

NALCO will arrange for transit insurance (from FOB Seaport onwards for foreign supplies and FOT dispatch point onwards for indigenous supplies) of materials under the scope of the Order.

At least two weeks before shipment/ dispatch, the seller shall send advance intimation to the insurance company with a copy to the Buyer at Bhubaneswar regarding anticipated shipment/ dispatch. Later on, within 48 hours of each shipment/ dispatch (if the day of shipment falls on the public/ weekly holiday then on the first working day thereafter), the seller shall send a cable to Insurance Company and buyer intimating full details of shipment giving the following details so that Insurance Company shall issue necessary insurance policy for the shipped material against Buyer's Open Policy:

For Foreign vendor:

P.O. No., name of the commodity, Name of Vessel, Port of shipment, Port of discharge, date of departure of vessel, ETA (excepted time of arrival at Port of Discharge), weight of material, Bill of Lading No. and date, total value of consignment etc.

For Indigenous vendor:

P.O. No., name of the commodity, LR/ RR No., Bill No., dispatch point, weight of material, total value of the consignment etc.

The details of our insurance company is as follows:

M/s. THE ORIENTAL INSURANCE COMPANY LIMITED 5149, LEWIS ROAD, BHUBANESWAR, ODISHA – 751014, CONTACT PERSON: MR. SAHADEV SAHU, MOB: +91 832 8890 094

PH: +91 674 2436 454

FAX: + 91 674 2432 293

E-MAIL: 345300@ORIENTALINSURANCE.CO.IN,

[sahadevsahu@orientalinsurance.co.in](mailto:sahadevsahu@orientalinsurance.co.in)

**N.B.:** In case of change in the insurance company during execution of the contract, the same shall be intimated to the seller well in advance.

## 13. **PAYMENT TERMS**

The Cl. No. – 17 – BILLING of Standard Terms and Conditions of Purchase Order (Indigenous) and Cl. No. - 4.0 - PAYMENT TERMS of Standard Terms and Conditions of Purchase Order (Import) shall be read along with Annexure-I - Technical Specification & Scope of supply.

**14.** For import consignments, all taxes, duties and levies of any kind that may be payable outside India shall be borne by the Seller. All taxes and duties payable in India on the supply material shall be payable by the Purchaser.

## 15. **GST Clause applicable for Indigenous Bidders:**

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

- 15.2** The contractor would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable alongwith Statutory levy/Tax, if any, payable on such recovery.
- 15.3** Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
- 15.4** The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- 15.5** In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e., payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with statutory levy, if any, payable on such recovery.
- 15.6** NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- 15.7** To enable NALCO to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.
- 15.8** The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- 15.9** In case, NALCO is not able to take Input Tax Credit due to any noncompliance/ default/ negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).
- 15.10** Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.
- 15.11** Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- 15.12** Tax deduction at source (TDS) under GST: As per section 51 of CGST Act 2017, NALCO shall deduct TDS as applicable at time of payment.

**16. PRICE REDUCTION SCHEDULE (PRS):**

The Clause No. - 6.0 - delivery and Price Reduction Schedule (PRS) of Standard Terms and Conditions of Purchase Order (Indigenous) and Clause No. - 8.2 - Price Reduction Schedule

for delayed delivery of Standard Terms and Conditions of Purchase Order (Import) are partially modified as follows:

- a. The supplier's liability for delay in completion of supply (lot wise) shall not in any case exceed five percent (5%) of the basic ordered price (lot wise).

All other provisions of these clauses remain unaltered

## **17. LIMITATION OF LIABILITIES:**

- 17.1 The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- a) In the event of breach of any Applicable Law;
- b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- d) In the event of any claim or loss or damage arising out of infringement of intellectual property; or
- e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

- 17.2 Notwithstanding anything in the Contract to the contrary to above, the maximum liability shall be 100% (hundred percent) of contract value and the vendor will not be liable for any indirect consequential damages/ losses". No liabilities owed by the Contractor to Owner that are covered by insurance obtained by the Contractor or Owner pursuant to Clause 3.0 is included in the Contractor's aggregate liability for the purpose of determining the limit of the Contractor's liability under the Contract.



**ANNEXURE - VII**

**STANDARD TERMS & CONDITIONS OF PURCHASE ORDER (INDIGENOUS)**

**1. ACKNOWLEDGEMENT:**

Acknowledgement of acceptance of the purchase order must be sent to NALCO within 7 days from the date of receipt of the Order, failing which it shall be deemed that the Order has been accepted by the supplier in full.

2. The Purchase Order No. and date should be quoted in all correspondences including the dispatch documents and invoices.

**3. SUB-LETTING OF THE CONTRACT:**

No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of NALCO in writing.

**4. PRICE(S):**

The Price mentioned in the Purchase Order will remain firm and fixed till complete execution of the Order unless otherwise specified elsewhere in the Order. However statutory variations, if any in taxes, duties and levies during contractual delivery period only, may be considered against documentary evidence. NALCO will not pay any packing and forwarding charges, Excise Duty, Sales Tax, Entry Tax and or any other taxes, duties or levies that have not been specified in the Order.

**5. CENVAT BENEFIT:**

In case of Excisable goods, for availing CENVAT Credit Transporter's copy of Invoice as prescribed in the Central Excise Rules, must be handed over to the carrier along with other relevant dispatch documents. The original copy of the Excise Duty Invoice should be sent along with the payment documents. However, any modification in the prescribed rule by Excise Authorities from time to time will be applicable.

**6. DELIVERY AND PRICE REDUCTION SCHEDULE:**

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

**7. ALTERNATIVE ARRANGEMENTS:**

If the Seller fails to fulfill the terms and conditions of the order, NALCO shall have the right to procure the materials from any other party for execution/completion of the contract and recover from Seller all charges/expenses/losses/damages suffered by NALCO, at the risk and cost of the Seller after giving 15 days' notice to the seller. This will be without prejudice to the rights of NALCO for any other action including termination.

**8. TERMINATION:**

NALCO shall have the right to terminate the contract by giving 60 days' notice without assigning

any reasons thereof. However, in the event of any breach of terms of the contract, NALCO will have right to terminate the contract by written notice to the Seller.

NALCO shall have the right to terminate the contract or any part thereof by written notice to the seller in the event of any direction or restriction imposed by the Govt. of India which may affect the Contract.

**9. INSPECTION:**

Inspection and testing of materials will be carried out at NALCO premises and NALCO decision regarding acceptance or rejection shall be final.

**10. PACKING:**

It is the responsibility of the supplier to securely and properly pack the consignment and also in the prescribed manner for transport by road, rail or sea as the case may be so as to ensure its safe delivery at destination. The consignment shall be prominently marked showing the Purchase Order No., Consignee with Destination. Each package shall contain a list of items packed therein.

**11. CONSIGNEE:**

All consignments shall be booked to consignee as specified in the Purchase Order.

**12. TRANSIT INSURANCE:**

Unless otherwise specified, transit insurance shall be arranged by NALCO upon receipt of dispatch intimation.

**13. DISPATCH INTIMATION:**

Delivery Challan and non-negotiable copies of LR/RR along with one copy of the invoice shall be sent to the Consignee specified in the Purchase Order so as to reach him immediately. In addition to above, the supplier shall send the dispatch particulars such as LR/RR No. Bill No. and value through FAX/E-mail. Unless the above are complied with, the supplier shall be responsible for Wharfage, Demurrage and all risks in transit.

**14. WAY BILL FORM:**

For materials coming inside the State of Orissa from outside States Way Bill form XXXII is required for transportation purpose. Transporter shall collect Orissa Way Bills from NALCO's authorized agents stationed at Orissa border check posts. Any change in present procedure of way bill by the Government of Orissa will be adopted.

**15.** The seller shall ensure to dispatch the materials only through NALCO's authorized transporters where the contract is entered on ex-works/F.O.R. dispatching point delivery term. In case order is placed on FOT destination basis and payment is to be negotiated through bank, the material should be dispatched preferably through NALCO's authorized/approved transporters.

**16. BANK CHARGES:**

Unless otherwise specified, all the Bank charges at the supplier's end will be to the seller's account.

**17. BILLING:**

Dispatch documents (i.e. Packing list, Challan, LR/RR) along with Bills shall be sent as follows:

(a) Direct payment: - Two sets to designated Finance and Materials executive and one set to the consignee specified in the purchase order.

(b) Payment through Bank - One set to the designated finance executive, two sets to negotiating Bank with advice to send one set to the designated finance executive along with Bank intimation. The supplier will also send one set each the authority placing the purchase order and one set to the designated consignee in Central Stores.

DUPLICATE COPY OF EXCISE INVOICE (TRANSPORTER COPY) SHOULD BE SENT ALONG WITH CONSIGNMENT TO THE CONSIGNEE FOR AVAILING CENVAT.

**18.** Charges for prepaid freight, where admissible should be substantiated by original vouchers attached to the invoices.

**19. WARRANTY:**

The materials shall conform to specifications for satisfactory performance under normal conditions and carry a warranty against any faulty design, wrong specification, defective materials or bad workmanship for a period of 12 months from the date of putting into use or 18 months from the date of dispatch whichever is earlier.

**20.** The amount due against this Order can be recovered from or adjusted against any outstanding sums that may be due from NALCO to the seller on any account and without prejudice to any other rights of NALCO.

**21. REMOVAL OF REJECTED GOODS:**

Rejected goods shall be dispatched to the supplier on freight to pay basis.

**22. ARBITRATION:**

In case of any dispute or difference arising out of the contract which cannot be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO, shall communicate/cause to communicate, a panel of three names of persons to Seller/NALCO as the case may be in this regard within 30(thirty) days of notice of arbitration by the Seller/NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.

**Jurisdiction:**

The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.

**23. FORCE MAJEURE**

Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc., shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cession of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be

taken into cognizance.

**24.** Security Deposit, wherever specified, will be deposited immediately failing which it will be recovered from the bills as the case may be.

Security Deposit in the shape of Bank Guarantee in Nalco's format from a bank approved by NALCO shall also be acceptable.

**25.** Performance Guarantee (in the shape of a Bank Guarantee from a bank approved by NALCO), wherever specified, shall be submitted in NALCO's format in the manner specified in the purchase order.

**26.** Sales Tax declaration forms will be issued once in a year covering all the Bills after receipt of a letter with relevant bill copies.

**27.** Material Code number shall be painted/embossed/cast on the item.

**28.** Other terms and conditions of the enquiry including agreed variation, if any, to the extent not covered above will also be applicable to this Order.

**ANNEXURE - VIII****STANDARD TERMS & CONDITIONS OF PURCHASE ORDER (IMPORT)****1. ACCEPTANCE OF ORDER:**

This Order is expressly conditioned on Seller's acceptance of all the terms and conditions hereof and constitute the entire agreement between parties hereto. With the acceptance of the Order, seller waives and considers as void all general sales conditions. The Seller shall sign, stamp and date one copy of the Purchase Order and return within seven days after receipt of Order copy to Purchaser as token of having accepted the order without reservation. Non-return as above, however, will not be construed as non-acceptance, unless, there is an express, communication to that effect in writing by the Seller with specific reasons and details.

**2. SUB-LETTING OF THE CONTRACT:**

No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of Purchaser in writing.

**3. PRICES:****3.1 FIRM PRICE:**

- (i) All prices are to be quoted on FOB port of shipment basis.
- (ii) Prices can be also quoted on any other mode viz. FCA/CFR/DDU/DDP etc.
- (iii) However, Seller shall confirm that quoted prices in any form shall be firm and subject to no escalation whatsoever till complete execution of order.

**3.2 TRANSIT INSURANCE:**

- (i) Price quoted shall exclude transit insurance charges from F.O.B. Port of Shipment or Airport as the same shall be arranged by the Purchaser. Therefore, all transit insurance charges only for inland transit up to F.O.B. Port of Shipment or Airport should be included by the Seller in their prices.
- (ii) Even when, CFR Indian Sea/Air Port prices are quoted alternatively as per specific requirement of the tender enquiry/NIT quoted prices shall exclude Insurance charges from FOB Port of Shipment to discharge Port in India which will be arranged and borne by the Purchaser

**3.3 BANK CHARGES/STAMP DUTIES/TAXES:**

- (i) All Bank charges (including charges for confirmation of Letter of Credit if required by Seller and agreed to by Purchaser) and Stamp Duties payable in Seller's country in connection with the payment to be made under this Purchase Order shall be borne by the Seller. All Bank Charges and Stamp Duties payable in India shall be borne by the Purchaser.
- (ii) All Bank charges, taxes, duties and levies of any kind that may be payable upto the stage of putting the materials in F.O.B. Position shall be borne by the Seller.
- (iii) All taxes and duties payable in India on the material shall be payable by the Purchaser, except income tax on supervision of erection and commissioning or any other technical services rendered in India, as applicable as per Double Taxation Avoidance agreement between Seller's country and India, which shall be borne by the Seller.

**4. PAYMENT TERMS:**

Unless specifically asked for and agreed between the parties for any other payment terms full payment to the Seller shall be made through an irrevocable Letter of Credit. The Seller shall furnish a contract cum performance bank guarantee in the prescribed proforma for the agreed value indicated and valid for the warranty period vide clause 14 as well as for price reduction for Delayed Deliveries vide clause 8.2 hereof.

The Bank Guarantee shall be furnished along with the acceptance of Purchase Order to enable Purchaser to open irrevocable 'Letter of Credit'.

A certificate to the effect that nothing is due to the Seller from Purchaser (No dues Certificate/no claim certificate) shall form part of the documents to be submitted while claiming the final payment.

Any other payment terms e.g. on C.A.D. basis will be applicable only if mutually agreed upon.

**5. SELLER'S SALES CONDITIONS:**

Seller's standard Sales Conditions, if any, shall not be applicable to the offer and only the Purchaser's General Purchase Conditions shall apply with the exception of deviations specifically agreed between the Seller and the Purchaser and/or brought out in the Purchase Order.

**6. COMPLETE AGREEMENT:**

The Terms and conditions of the Purchase Order constitute the entire Agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Purchaser and the Seller.

**7. IMPORT LICENSE:**

Details of Import License shall be communicated prior to order finalization.

**8. DELIVERY AND DELAYS:****8.1 CONTRACTUAL DELIVERY DATE:**

Contractual delivery date is the date on which goods shall be delivered on F.O.B. Port of shipment or FOB Port of Dispatch by air or arrival at Port/Airport of Discharge in India based on the agreed terms stipulated in the Purchase Order.

**8.2 PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:**

In the event of delay on the part of the Seller in effecting deliveries as agreed contractually, Purchaser will levy a reduction in price for delayed deliveries @ ½% (half of one percent) of total F.O.B. value per week of delay or part thereof, subject to a maximum of 5% of undelivered portion/total F.O.B. 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. If the delay in delivery is due to Force Majeure Purchaser shall be free to act in terms under Article 8.3 of the text.

**8.3 CAUSES OF FORCE MAJEURE:**

Delivery dates will be extended to the Seller without being subject to Clause "Price Reduction Schedule for Delayed Deliveries" in the event of force majeure within contractual delivery period. Only the following to the extent they affect the execution of this order will be considered cause of

force majeure, acts of God (like earthquakes, floods, storms etc.) act of states/government, any direction or restriction imposed by Government of India which may affect the contract or the direct and indirect consequences of wars) declared or undeclared, hostilities, national emergencies, civil commotions and strikes (only those which exceed duration of ten continuous days) of Seller's complete factory and major power cuts for a consecutive minimum period of 30 days. The Seller shall immediately inform the Purchaser with certificate issued by Chamber of Commerce or statutory authorities) at the beginning and the end of all such impediments but in no case later than 10 days of the beginning and end of each cause of Force Majeure condition as defined above. It is understood that delivery dates will be extended only for the above mentioned impediments. The decision of the Owner regarding this shall be final and binding on Seller. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

#### **9. DELAYS AND NON-CONFORMANCE:**

In case of Delivery schedule not being adhered to in progressing the manufacture or supply the Purchaser has the right to:

(i) Cancel the order wholly or in part without any liability/cancellation charges and procure the goods from elsewhere, in which case the Seller shall make good the difference between the cost of goods procured elsewhere and price set forth in the order with the Seller.

(ii) Hire for the period of delay the goods meeting the specifications from elsewhere at Seller's cost and risk.

In the event of rejection of non-confirming goods, the Seller shall be allowed to correct the non-conformities without extension in delivery period. If Seller fails to do so within the stipulated time, the Purchaser shall have the right to take recourse to (i), (ii) above.

The fact of goods having been inspected by the Purchaser before receipt at Project Site shall not affect the Purchaser's right to reject non-confirming goods in any way. Besides, the Purchaser shall have the right to recover actual expenses incurred by Purchaser in installing and removing the non-confirming goods.

#### **10. ALTERNATIVE ARRANGEMENTS:**

If the Seller fails to fulfill the terms and conditions of the order, Purchaser shall have the right to procure the materials from any other party for execution/completion of the contract and recover from Seller all charges/expenses/losses/damages suffered by Purchaser, at the risk and cost of the Seller after giving 15 days' notice to the seller. This will be without prejudice to the rights of Purchaser for any other action including termination.

#### **11. TERMINATION:**

Purchaser shall have the right to terminate the contract by giving 60 days' notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, Purchaser will have right to terminate the contract by written notice to the Seller. Purchaser shall have the right to terminate the contract or any part thereof by written notice to the seller in the event of any direction or restriction imposed by the Govt. of India which may effect the Contract.

#### **12. INSPECTION-CHECKING-TESTING:**

The materials or workmanship covered by the Purchase Order are subject to inspection and testing any time prior to shipment and/or dispatch and/to final inspection within a reasonable time after arrival at Site. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual dispatch before and after completion of packing. The materials shall be subject to



inspection by Agencies as mentioned in the requisition and the Seller will also bear the expenses concerning preparation and rendering the tests required by such agencies nominated or Boiler Inspectorate or such other statutory testing agencies as approved by Purchaser as may be required.

Such inspection and subsequent non-performance shall in no way relieve the Seller of their responsibility or liability with respect to such materials nor prejudice the right of buyer to reject unsuitable material after arrival at the destination unless specifically stated to the contrary in the Order. Expenses relevant to the preparation and performance testing, inspection and the preparation of any test reports of certificates shall be borne by the Seller EXCEPT for the salaries, fees, traveling lodging and boarding expenses of Buyers representatives.

Before shipping or dispatch of the equipment and/or materials will have to be checked and stamped by Inspectors. However, such inspectors are authorized also to forbid the use and dispatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.

The Seller will have to inform Purchaser at least eight days in advance of exact place, date and time of rendering the equipment or materials for required inspection and provide free access to inspectors during normal working hours to Sellers or his/its subvendor's works and place at their disposal all useful means of performing, checking, marking testing inspection and final stamping.

### **13. REVISIONS, CHANGES AND CANCELLATION:**

The Purchaser may make any revisions or changes in Purchase Order including additions to or deletion from the quantities ordered. Claims for adjustment must be made within 15 days of revision/cancellation being conveyed to the Seller. The effect of such changes or prices, delivery period and/or other terms and conditions may be settled through mutual agreement.

### **14. WARRANTIES/GUARANTEES:**

All goods or materials shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated on the order. No deviation from such specifications or alternations of these conditions shall be made without Purchaser's agreement in writing which must be obtained before any work against the order is commenced. All materials furnished by the Seller pursuant to this order (irrespective of whether engineering, design data or other information has been furnished reviewed or approved by Purchaser) are guaranteed to be of the best quality of their respective kinds (unless otherwise specifically authorized in writing by Purchaser) and shall be free from faulty design, bad workmanship and defective materials.

Checking of Seller's drawings by the Purchaser/Purchaser's representative and their approval and permission to ship or dispatch the equipment and materials granted by inspectors shall not relieve the Seller from any part of this/its responsibilities of, proper fulfillment of the requirement. If any trouble or defect originating with the design, materials, workmanship or operating characteristics of any materials arise at any time prior to twelve (12) months from the date of the successful commissioning/commercial operation of the Plant of which the materials supplied under this order from a part thereof, or thirty (30) months from the date of last shipment, whichever period shall first expire, and the Seller is notified thereof. Seller shall, at its own expense and as promptly as possible make such alternations, repairs and replacements as may be necessary to permit the materials to function in accordance with the specifications and fulfill the foregoing guarantees. Purchaser may, at its option, remove such defective materials, at Seller's expense, in which event Seller shall without cost to Purchaser and as promptly as possible furnish and install proper materials. Repaired or replaced materials shall be similarly guaranteed for a period of not less than thirty (30) months from the date of shipment.

In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings, data sheets or the terms of this order and rectification is required

at Site, Purchaser shall notify the Seller giving full details of deficiencies. Accordingly, Seller shall attend the site within seven (7) days of receipt of such notice or as at a mutually agreed upon date to meet and agree with representatives of Purchaser the action required to correct the deficiencies. Should the Seller fail to attend meeting at Site within time prescribed above, Purchaser shall immediately rectify the works/materials and Seller shall reimburse Purchaser all costs and expenses incurred in connection with such trouble or defect.

**15. NON-ASSIGNMENT:**

Any assignment of this Purchase Order or of the rights hereunder in any manner or under any certificate by operation of the law or, otherwise shall be void without prior written consent of Purchaser.

**16. PACKING, MARKING & SHIPMENT:**

Packing shall be able to withstand rough sea weather for the reasonable period as warranted by the nature of material and shall be commensurate with best commercial export practices. Similarly for air freighting packing shall conform to IATA standards and regulations.

All packing, boxing, crating, marking and shipment shall conform to the specifications or requirements detailed in the respective attachment to the Order. The Seller shall be held liable for damage or breakage to the goods due to defective or insufficient packing or protection. The Seller shall not charge anything extra for such packing or any dues or levies on packing.

**17. WEIGHTS AND MEASUREMENTS:**

The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weight and measurements as given in the Purchaser's purchase Order.

**18. SPARE PARTS:**

The Seller must furnish itemized priced list of spare parts required for two year's operation of the equipment, if asked for. The Seller shall provide the necessary cross-sectional drawing to identify the spare parts numbers and their location as well as inter-changeability chart, wherever necessary and applicable.

**19. RESPECT FOR DELIVERY DATES:**

Time of delivery mentioned in the Purchase Order shall be essence of the agreement and no variation shall be permitted except with prior authorization in writing from the Purchaser. Goods should be delivered securely packed and in good order and condition, at the place and within the time specified in the Purchase Order for their delivery. By time of delivery, is meant the date on the Bill of Lading/Airway Bill at FOB/FCA Port of Dispatch.

**20. PART ORDER:**

Seller hereby agreed to accept part order at Purchaser's option without any limitation whatsoever.

**21. REPEAT ORDER:**

Seller agreed to accept Repeat Order (s) during a period of twelve (12) months from the date of original Purchase Order on same unit prices, terms and conditions as that of original Purchase Order.

**22. RECOVERY OF SUMS DUE:**

Whenever any claim against the Seller for payment of sums of money arises out of or under the

contract, Purchaser shall be entitled to recover sums from any sums then due or which at any time thereafter may become due from the Seller under this or any other contract with the Purchaser and should this sum be not sufficient to cover the recoverable amount the Seller shall pay to the Purchaser on demand the balance remaining due.

#### **23. NON-WAIVER:**

Failure of the Purchaser/Purchaser's representatives to insist upon performance of any of the terms of conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Seller in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Seller and shall not be deemed a waiver of any right of the Purchaser/Purchaser's representative to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revisions of the order by Purchaser's representatives act as waiver of the terms hereof.

#### **24. TECHNICAL INFORMATION:**

Drawing, specifications and details specifically developed for Purchaser shall be the property of the owner and shall be returned by the Seller on demand. The Seller shall not make use of drawings and specification for any purpose at any time save and except for the purpose of the Purchaser. The Seller shall not disclose the technical information furnished to or gained by the Seller or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imported and supplied to the Seller by Purchaser shall at all times remain the absolute property of the Purchaser.

#### **25. PATENTS, ROYALTIES, SELLER'S LIABILITY AND COMPLIANCE OF REGULATIONS:**

Seller shall protect and fully indemnify the Purchaser from any claims for infringement of patents, copy right, trade mark of the like. Seller shall also protect and fully indemnify the Purchaser from any claims from Sellers workman/employees, their heirs, dependents, representatives etc. or from any other person/persons or bodies/companies etc. for any act of commission or omission while executing the order.

Seller shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the Purchaser from any claims/penalties arising out of any infringement.

#### **26. SUBSTITUTION AND WRONG SUPPLIES:**

Unauthorized substitution of materials delivered in error of description or quality or supplied in excess quantity or rejected goods shall be returned to the Seller at the Seller's cost and risk.

#### **27. SELLER DATA REQUIREMENTS:**

The submission by the Seller to Purchaser of drawings and data documentation wherever applicable shall be an integral part of the order. The number of copies (re- producible and prints) and time limits for submitting these documents by the Seller shall be as specified in the Order. These requirements must be respected failing which the order will not be deemed to have been duly executed for all purposes.

#### **28. ORDER OF PRECEDENCE:**

In case of any difference between these conditions of order and special conditions, if any, referred to or incorporated in a particular order and the later shall prevail.

**29. ARBITRATION:**

In case of any dispute or difference arising out of the contract which cannot be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO, shall communicate/cause to communicate, a panel of three names of persons to Seller/NALCO as the case may be in this regard within 30(thirty) days of notice of arbitration by the Seller/NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings.

**30. JURISDICTION:**

The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.

**31. IMMUNITY TO GOVERNMENT OF INDIA:**

It is expressly understood and agreed by and between the Seller and Purchaser i.e. M/s. National Aluminium Co. Ltd. (A Government of India Enterprise) that M/s. National Aluminium Co. Ltd. is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s. National Aluminium Co. Ltd. is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The Seller expressly agrees, acknowledges and understands that M/s. National Aluminium Co. Ltd. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the Seller hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claims, cause of action or thing whatsoever arising of or under this agreement.

**32. GENERAL:**

Wherever applicable, definitions of trade terms shall be as per INCOTERMS latest edition revision.

**ANNEXURE- IX**

**PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/CONTRACTOR**

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

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

Date \_\_\_\_\_

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

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

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

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

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

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

6. We ..... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor(s)/ Order(s) or to extend time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or

from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s)/Seller(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

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

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly authorized person  
on behalf of the Bank with seal & signature code

Details of person issuing the BG:

Name: \_\_\_\_\_

Address for correspondence: \_\_\_\_\_ Telephone and Fax No.: \_\_\_\_\_ E-

mail: \_\_\_\_\_

IFSC Code of the Bank: \_\_\_\_\_

**Note: -**

(a) BG is to be furnished from any of Nalco approved Banks.

(b) In case, any domestic guarantee issued by PSU Banks (or) Private Banks (or) Foreign Banks operating in India must be operational and invocable in Bhubaneswar (Odisha, India) only. For guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank branch in Bhubaneswar. If the Bank issuing BG is not operational in India, the clause no. 9 above may be ignored. However, point no. 'C' is to be followed.

(c) In the case of foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

\_\_\_\_\_

**ANNEXURE - X**

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

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

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

Date \_\_\_\_\_

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar - 751 013, Orissa (hereinafter referred as "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper vide its Tender No. .... dtd. .... for..... (hereinafter called "the said tender") to M/s..... (hereinafter called "the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. (Rupees Only) towards earnest money in lieu of cash.

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

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

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

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

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

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and shall



remain in force till \_\_\_\_\_ unless a demand or claim under this guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liability under this guarantee.

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

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

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

Corporate Seal of the Bank By its constitutional Attorney

Signature of duly authorized person on behalf of the Bank with seal & signature code

Details of person issuing the BG:

Name: \_\_\_\_\_

Address for correspondence: \_\_\_\_\_ Telephone and Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

IFSC Code of the Bank: \_\_\_\_\_

(i) BG is to be furnished from any of Nalco approved banks.

(ii) In the case of foreign currency BGs, BG issuing bank must have correspondent relationship with State Bank of India.

**Note: -**

(a) BG is to be furnished from any of Nalco approved Banks.

(b) In case, any domestic guarantee issued by PSU Banks (or) Private Banks (or) Foreign Banks operating in India must be operational and invocable in Bhubaneswar (Odisha, India) only. For guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank branch in Bhubaneswar. If the Bank issuing BG is not operational in India, the clause no. 9 above may be ignored. However, point no. 'C' is to be followed.

(c) In the case of foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.

**ANNEXURE – XI (A)**

**FORMAT FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)  
FOR INDIGENOUS BIDDERS SUBMITTING EMD (IN INR)**

**PART – A:**

**DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO.	NBC/MM/508/8-1008/BELT/2024
2)	DATE	20/09/2024
3)	DESCRIPTION OF TENDER	Offset Shoe forming belting for Cable Belt Conveyor
4)	EMD AMOUNT (IN RS)	INR 19,11,500/- (Rupees Nineteen Lakhs Twelve Thousand only)
5)	SBI ACCOUNT NO	10044880013
6)	SBI BRANCH CODE	09817
7)	SBI IFSC CODE	SBIN0009817

**DETAILS TO BE FURNISHED BY BIDDER**

1)	NAME OF THE BIDDER	
2)	NALCO VENDOR CODE	(FOR EXISTING VENDOR)
3)	AMOUNT DEPOSITED	
4)	DATE OF DEPOSIT	
5)	NAME OF BANK & BRANCH	
6)	BRANCH CODE	
7)	IFSC CODE	
8)	UTR NO.	(ENCLOSE COPY)
9)	DATE	

**Note:**

Indian bidders submitting the EMD in INR should send the scanned copy of the duly filled in and signed Annexure – XI(A) along with the scanned copy of Transaction Slip/ receipt of the Bank on the same day of payment by e-mail to [srikant.mohanty@nalcoindia.co.in](mailto:srikant.mohanty@nalcoindia.co.in) with copy marked to [supriya.batabyal@vedanta.co.in](mailto:supriya.batabyal@vedanta.co.in), [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in) .

The bidders should upload the scanned copy of the duly filled in and signed Annexure – XI(A) along with the scanned copy of Transaction Slip/ receipt of the Bank with their On - line Part- I - Bid.

The original copy of the duly filled in and signed Annexure – XI along with the Transaction Slip/ receipt should be submitted in cover - 1 of the hard copy offer.

**ANNEXURE – XI (B)**

**FORMAT FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT (EMD)  
FOR FOREIGN BIDDERS SUBMITTING EMD (IN FOREIGN CURRENCY)**

**PART – A:**

**DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO.	NBC/MM/508/8-1008/BELT/2024
2)	DATE	20/09/2024
3)	DESCRIPTION OF TENDER	Offset Shoe forming belting for Cable Belt Conveyor
4)	EMD AMOUNT (IN RS)	<b>USD 22,860.00 or EURO 20,522.00</b>
5)	SBI ACCOUNT NO.	10229906147
6)	SBI SWIFT CODE	SBININBB119

**DETAILS TO BE FURNISHED BY BIDDER**

1)	NAME OF THE BIDDER	
2)	NALCO VENDOR CODE	(FOR EXISTING VENDOR)
3)	AMOUNT DEPOSITED	
4)	DATE OF DEPOSIT	
5)	NAME OF BANK & BRANCH	

**Note:**

Foreign bidders submitting the EMD in USD or EURO should send the scanned copy of the duly filled in and signed Annexure – XI(B) along with the scanned copy of SWIFT message of the Bank on the same day of payment by e-mail to [srikant.mohanty@nalcoindia.co.in](mailto:srikant.mohanty@nalcoindia.co.in) with copy marked to [supriya.batabyal@vedanta.co.in](mailto:supriya.batabyal@vedanta.co.in), [mihir.behera@nalcoindia.co.in](mailto:mihir.behera@nalcoindia.co.in).

The bidders should upload the scanned copy of the duly filled in and signed Annexure – XII along with the scanned copy of SWIFT message of the Bank with their On - line Part - I - Bid.

The original copy of the duly filled in and signed Annexure – XI(B) along with the SWIFT message should be submitted in cover - 1 of the hard copy offer.

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**ANNEXURE - XII**

**LIST OF STANDARDIZED BANKS I . SCHEDULE OF PUBLIC SECTOR (PSU) BANKS OF INDIA**

Sl.No.	Public Sector Banks of India
01	Allahabad Bank
02	Andhra Bank
03	Bank of Baroda
04	Bank of India
05	Bank of Maharashtra
06	Canara Bank
07	Central Bank of India
08	Corporation Bank
09	Dena Bank
10	IDBI Bank
11	Indian Bank
12	Oriental Bank of Commerce
13	Punjab & 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

**II. SCHEDULE OF PRIVATE SECTOR BANKS OF INDIA**

Sl.No.	Private Sectors Banks of India
01	HDFC Bank Ltd.
02	ICICI Bank Ltd.
03	Axis Bank Ltd.
04	Kotak Mahindra Bank Ltd.
05	YES Bank
06	IndusInd Bank Ltd.
07	The Federal Bank Ltd.
08	The Jammu & Kashmir Bank Ltd.
09	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.

**III. SCHEDULE OF FOREIGN BANKS**

Sl.No.	Foreign Banks	BIC
01	Abu Dhabi Commercial Bank Limited	ADCB AE AA
02	Australia & New Zealand Banking Group Limited	ANZB AU 3M
03	Bank of America NA	BOFA US 3N
04	Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM
05	Bank of Ceylon	BCEY LK LX
06	Barclays Bank PLC	BARC GB 22
07	BNP Paribas	BNPA FR PP
08	Citibank N.A.	CITI US 33
09	Commonwealth Bank of Australia	CTBA AU 2S
10	Credit Agricole Corporate & Investment Bank	BSUI FR PP
11	Credit Suisse AG	CRES CH ZZ
12	DBS Bank Ltd.	DBSS SG SG
13	Deutsche Bank AG	DEUT DE FF
14	Doha Bank	DOHB QA QA
15	FirstRand Bank Ltd.	FIRN ZA JJ
16	Industrial Bank of Korea	IBKO KR SE
17	Industrial & Commercial Bank of China Limited	ICBK CN BJ
18	JP Morgan Chase Bank	CHAS US 33
19	KEB Hana Bank	KOEX KR SE
20	Krung Thai Bank Public Company Ltd.	KRTH TH BK
21	Mashreqbank PSC	BOML AE AD
22	Mizuho Bank Ltd.	MHCB JP JT
23	National Australia Bank Ltd.	NATA AU 33
24	Sberbank	SABR RU MM
25	Shinhan Bank	SHBK KR SE
26	Societe Generale	SOGE FR PP
27	Sonali Bank Ltd.	BSO N BD DH
28	Standard Chartered Bank	SCBL GB 2L
29	Sumitomo Mitsui Banking Corporation	SMBC JP JT
30	The Bank of Nova Scotia	NOSC CA TT
31	The Bank of Tokyo-Mitsubishi UFJ, Ltd.	BOTK JP JT
32	The Hongkong and Shanghai Banking Corp.Ltd.	HSBC HK HH
33	The Royal Bank of Scotland PLC	RBOS GB 2L
34	United Overseas Bank Ltd.	UOVB SG SG
35	Westpac Banking Corporation	WPAC AU 2F
36	Woori Bank	HVBK KR SE

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

**ECS MANDATE FORM  
ELECTRONIC CLEARING SERVICES / ELECTRONIC FUND TRANSFER / INTERNET  
BANKING MANDATE FORM**

To  
National Aluminium Company Limited, NALCO Bhawan, Plot No. P/1, Nayapalli, Bhubaneswar -  
751013

Dear Sir,

Sub: Authorization for release of payment due from NALCO, Corporate Office, Bhubaneswar through Electronic Clearing Services (RBI)/ Electronic fund transfer (RBI/SBI)/Internet Banking (SBI).

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 Vendor** : \_\_\_\_\_
2. **Address of the vendor** : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 ECS/RBI EFT/SBI NET.

**Place:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of the vendor/Authorized Signatory**

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

**Bank's Stamp:**

**Date:** \_\_\_\_\_ (Signature of the Authorized Official from the Banks)

**ANNEXURE - XIII**

**SOCIAL ACCOUNTABILITY 8000 COMPLIANCE FORMAT**

**A. Basic information**

Name of the organization		
Address		
Telephone No		
Name of the Proprietor		
Nature of Business		
License Number and date of expiry		
Employees	Staff (Total Number)	Workmen (Total Number)
• <b><u>Permanent</u></b>		
• 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/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
- Are you certified for SA 8000? Yes/No
- If Yes, please submit a copy of SA8000 Certificate along with this filled up questionnaire
- Have you undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
- If yes, please submit a copy of Code of Conduct Audit Report along with this filled up questionnaire
- Have your sub-suppliers been certified for SA 8000? Yes/No
- Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
- Do you provide personal protective equipment(s) Yes/No to your employees free of cost?
- 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?  


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


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


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


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


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


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- How many shift you have? \_\_\_\_\_ shifts
- What is the official working time? \_\_\_\_\_ hours
- Which day is off day in your organization? \_\_\_\_\_
- In case, a person works in off day or holiday, how is he/she compensated?  


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- Do you pay overtime to your employees as per law? Yes/No
- What is the lowest amount (salary/wage) you pay to Rs.\_\_\_\_\_-/-  
 your employees?
- 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 labor Forced labor, 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 program as well as monitoring program organized by you.

We declare that the above-mentioned information is 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 **Ms. S Sahay, GM (Materials)** (with designation of the Officer) (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. \_\_\_\_\_ (*company name*) represented by Mr./Ms. \_\_\_\_\_ (*person name*), 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 for **“7,000 meters of 1137/1067/737 Offset Shoe Form Belting along with accessories” for Cable Belt Conveyor of Bauxite Mines at NALCO, Damanjodi, Odisha (India)** 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.

3.0 **Commitments of BIDDERS**

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](http://www.nalcoindia.com)).

6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.

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

6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the IEM sufficient information about all meetings among the

parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to 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  
**BUYER**

For & on behalf of  
**BIDDER**

Name of the Officer:  
Designation:  
Company:  
Official Seal

NALCO

Witness

Witness

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

**RESTRICTION FOR BIDDERS/ SUPPLIERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non- consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority (as specified).
2. A bidder is permitted to procure raw materials, components, sub-assemblies etc. from the vendors from the countries sharing land borders with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub- contracting”.
3. However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land borders with India, such vendors will be required to be registered with the Competent Authority.

**Note:**

- (i) Competent authority shall be the Registration Committee constituted by the Department of Industry and Internal Trade (DPIIT), Government of India.
- (ii) ‘Bidder’ (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain context) means any person or firm or company, including any member of a consortium or joint venture (that is association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- (iii) “Bidder from a country which shares a land border with India” for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- (iv) The beneficial owner for the purpose of (iii) above will be as under:
  - (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
  - (b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - (c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - (d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - (e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
  - (v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - (vi) The successful bidder shall not be allowed to sub-contract works to any contractor from a

country which shares a land border with India unless such contractor is registered with the Competent Authority.

4. **Model Certificate/ declaration for Renderers':** In this regards, bidders are required to give declaration / certificate for tenders as follows failing which your offer may be considered for further evaluation:

*"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 (bidder name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that (bidder name) 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.]"*

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**ANNEXURE-XVI**

**(Declaration by the bidder on their letter head)**

To,  
GM (Materials)  
National Aluminium Company Limited, NALCO Bhawan, P/1,  
Nayapalli, Bhubaneswar, Odisha – 751013, INDIA

Date- Dear Sir,  
We, M/s. \_\_\_\_\_ (*bidder name*) having its office at

\_\_\_\_\_ (*address*)

Hereby confirm that the offered product has \_\_\_\_\_ % of the local content.

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

Yours sincerely,

Signature Name Designation Contact No.

**(Declaration by the bidder on their letter head)**

To,  
GM (Materials)  
National Aluminium Company Limited, NALCO Bhawan, P/1,  
Nayapalli, Bhubaneswar, Odisha – 751013, INDIA

Date- Dear Sir,

We, M/s. \_\_\_\_\_ (*bidder name*) having its office at \_\_\_\_\_ (*address*) hereby confirm that the information/documents submitted against the tender are true & bonafide. We will be responsible for authenticity of documents/information submitted against the tender. In case of any information provided by us, is found to be incorrect/false, the bid will be liable for rejection and actions may be taken as deemed fit.

Yours sincerely,

Signature Name Designation Contact No.

**ANNEXURE-XVIII**

**BANK GUARANTEE FOR ADVANCE PAYMENT**

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

BG No.....

Date.....

1. In consideration of National Aluminium Company Limited (A Govt. of India Enterprise), having its Office at ..... (hereafter called "The Company /Owner "which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs. .... (Rupees ..... Only) to M/s ..... (hereinafter called "the said Contractor (s)/Seller(s) which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) under the terms and conditions of the Contract/ Order dated ..... on production of a bank guarantee of equivalent amount.
2. We ..... Bank having its branch office at ..... do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment/adjustment of any part of the said advance or any dues to the Company or any breach by the said Contractor(s)/Seller(s) of any of the terms or conditions contained in the said Contracts/Order(s) or by reason of the Contractor(s)/ Seller(s) failure to perform the said Contract(s) /Order(s). Any such demand made on the bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees..... only).
3. We undertake to pay to the Company any money so demanded notwithstanding any claim dispute or disputes raised by the Contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.
5. We.....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/ Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/ Order(s) have been fully and properly

carried out by the said Contractor(s)/Seller(s) and accordingly discharges this guarantee.

6. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee
7. We ..... Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).
8. We.....Bank further agree that this Guarantee shall be invocable at our place of business at ..... (Bank Name), ..... (Branch Name and address of the Branch, Bhubaneswar, Odisha-751xxx.

Date: ..... Bank

Corporate Seal of the Bank By its constitutional Attorney

Signature of duly authorized person on behalf of the Bank with seal & signature code

Details of person issuing the BG:

Name: \_\_\_\_\_

Address for correspondence: \_\_\_\_\_ Telephone and Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

IFSC Code of the Bank: \_\_\_\_\_

(iii) BG is to be furnished from any of Nalco approved banks.

(iv) In the case of foreign currency BGs, BG issuing bank must have correspondent relationship with State Bank of India.

**Note: -**

(a) BG is to be furnished from any of Nalco approved Banks.

(b) In case, any domestic guarantee issued by PSU Banks (or) Private Banks (or) Foreign Banks operating in India must be operational and invocable in Bhubaneswar (Odisha, India) only. For guarantee to be operational in Bhubaneswar, the issuing Bank must designate a specified Bank branch in Bhubaneswar. If the Bank issuing BG is not operational in India, the clause no. 9 above may be ignored. However, point no. 'C' is to be followed.

(c) In the case of foreign currency BGs, the BG issuing Bank must have correspondent relationship with State Bank of India.