

National Aluminium Company Limited

"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024

INSTRUCTIONS TO BIDDERS (ITB)

1.0 National Aluminium Company Limited (NALCO) invites competitive bids for **"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining"** at Smelter Plant, Angul, Odisha (India) under single stage two-part bid system. For further details and downloading Tender Documents please log on to www.nalcoindia.com/ www.eprocure.gov.in. The bids are to be submitted as per "Critical Dates" as mentioned 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for any corrigendum/ modification/ addition/ bid due date extension for this tender, as this information shall not be published in print media and bidders shall take into consideration the same while preparing and submitting their bids.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, bid preparation and submission date	: 14/10/2024, 16:00 Hrs. IST to 04/11/2024, 13:00 Hrs. IST
Date and Time of opening of the tender	: 04/11/2024, 16:00 Hrs. IST

NALCO reserves the right to extend Bid Critical Dates. In case of extension of Bid Critical Dates, the same shall be hosted in NALCO Website and CPP Portal. Special intimation shall be given to vendors. 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.

4.0 **TENDER DOCUMENTS:**

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

- | | |
|--------|--|
| (i) | Notice Inviting Tender (NIT) cum Instructions to Bidders |
| (ii) | Annexure-I - Technical Specifications and Scope of Supply |
| (iii) | Annexure-II - Special Instructions to Bidders |
| (iv) | Annexure-III - Standard Terms & Conditions of PO (Import) |
| (v) | Annexure-IV - Special Terms & Conditions of PO |
| (vi) | Annexure-V - Agreed Terms & Conditions (Imports) |
| (vii) | Annexure-VI - Price Schedule Format (Import) |
| (viii) | Annexure-VII - Proforma for Integrity Pact |
| (ix) | Annexure-VIII - List of NALCO approved Banks and Bank Mandate Form |
| (x) | Annexure-IX - Proforma Contract-cum-Performance Bank Guarantee |
| (xi) | Annexure-X - SA 8000 Format for compliance |
| (xii) | Annexure-XI - Restriction for suppliers from a country which shares a land border with India |
| (xiii) | Annexure-XII - Declaration by the bidder of percentage of local content |
| (xiv) | Annexure-XIII - Declaration by the bidder on authenticity of documents |

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

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- (i) Technical Specifications & Scope of work
- (ii) Price Schedule Format (Import)
- (iii) Special Instructions to Bidders
- (iv) Instruction to Bidders
- (v) Agreed Terms & Conditions (Import)
- (vi) Special Terms & Conditions of PO - Import
- (vii) Standard Terms & Conditions of PO (Import)

5.0 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.

6.0 BID DOCUMENT

6.1 Bidders should download the complete set of tender documents which is available in Tenders section of NALCO's website www.nalcoindia.com and of Central Public Procurement Portal www.eprocure.gov.in. Bidders are requested to visit the above websites regularly for any modification/ addition/ bid due date extension for this tender and shall take into consideration the same while preparing and submitting their bids.

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

6.3 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.

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

7.0 AMENDMENT OF BID DOCUMENT

7.1 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.

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

7.3 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.

8.0 LANGUAGE OF BID

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- 8.1 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.
- 8.2 In the event of submission of any document/ certificate/ Audited financial report by the bidder in a language other than English or Hindi, the bidder shall get the same translated into English and submit the same after getting the translation duly certified by Indian Embassy situated in Bidder's Country.

- 9.0 **BID PARTS:** Bid shall be submitted in two parts i.e., Un-priced bid (i.e., Techno-commercial bid) and Price bid.

10.0 PREPARATION & SUBMISSION OF BIDS

- 10.1 The bids/ quotations complete in all respect should be submitted in the manner indicated in the tender document so as to be submitted **before the bid due date and time**.

- 10.2 The bid/ quotation is to be submitted in **TWO PART** containing the following:

10.2.1 UNPRICED BID (PART-I):

The Part - I - Bid should contain the following:

- (i) Integrity Pact (Refer Cl. No. – 13.0)
- (ii) All Technical details, Drawings, Data Sheets, Catalogues/ Literatures, etc.
- (iii) All form and format dully filled in as per tender document
- (iv) All certificates/ undertakings/ affidavits/ declaration required as per Tender Document
- (v) Commercial details
- (vi) 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.
- (vii) Tender document including Corrigendum/Addendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance
- (viii) 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 CA 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.
- (ix) 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.
- (x) 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.
- (xi) Affidavit & litigation history.

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(xii) Any other information/details/documents/data required as per Bid Document.

10.2.2 PRICE BID PART - II:

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

10.3 Hard copy of Offer:

The vendors shall also submit hard copy of their offer to the address given at Para - 10.5. The Hard Copy of offer shall be submitted as follows and should reach us on or before the bid due date and time:

10.3.1 Cover - 1:

The Cover - 1 of the hard copy offer should contain TWO SETS (One Original + One Copy) of the following documents as mentioned at Para - 10.2.1:

- (i) Original Integrity Pact - 2 Nos.
- (ii) Original copy of certificates/ undertakings/ affidavits/ declaration asked for in the tender
- (iii) Original copy of any other information/ details/ documents/ data required as per Bid Document
- (iv) Restriction for suppliers from a country which shares a land border with India. Declaration is to be given.
- (v) All Technical details, Drawings, Data Sheets, Catalogues / Literatures etc.
- (vi) All form and format duly filled in as per tender document
- (vii) Commercial details
- (viii) The Bill of Quantity (without Price figures). The bidder shall fill currency in and indicate "Quoted/ Not quoted" 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, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance
- (x) Any other information/details/documents/data required as per Bid Document.

The Cover - 1 of the hard copy should be submitted in a sealed envelope clearly super scribed "COVER-1, PART-1 BID FOR PROCUREMENT OF BOTTOM BLOCK AND SIDE SLAB FOR POT RELINING" AT SMELTER PLANT, NIT NO. - NBC/MM/508/8000000908/2024 DTD. 14.10.2024.

10.3.2 Cover - 2:

The Cover - 2 of the hard copy offer should contain TWO SETS (One Original + One Copy) of Price Bid as mentioned at Para - 10.2.2.

The cover - 2 of the hard copy should be submitted in duly sealed envelope clearly super scribed "COVER-2, PART-2 BID FOR PROCUREMENT OF BOTTOM BLOCK AND SIDE SLAB FOR POT RELINING" AT SMELTER PLANT, NIT NO. - NBC/MM/508/8000000908/2024 DTD. 14.10.2024.

10.3.3 All the two covers of the hard copy duly sealed in separate envelopes should be enclosed in a large envelope duly sealed and super scribed "COVER-1 & COVER-2 BID FOR PROCUREMENT OF BOTTOM BLOCK AND SIDE SLAB FOR POT RELINING" AT SMELTER PLANT, NIT NO. - NBC/MM/508/8000000908/2024 DTD. 14.10.2024.

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- 10.4 NALCO shall not be responsible for any postal delay and/or misplacement. Late and Delayed Tenders will not be entertained.
- 10.5 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 GM(Materials), M/s. National Aluminium Company Ltd. at NALCO Bhawan, P-1, Nayapalli, Bhubaneswar-751013, Odisha, INDIA.
- 10.6 NALCO will not be responsible for any postal delay and/or misplacement. Late and Delayed Tenders will not be entertained.

10.7 **Scanned Bids/ Quotations through E-mail shall not be acceptable.**

11.0 **MODIFICATION AND RE-SUBMISSION OF BIDS:**

- 11.1 Modification of the submitted bid may be allowed only before the deadline of submission of tender and the bidder may modify and resubmit the bid as many times as he may wish till the closing date and time of the tender. Bidders may withdraw their bids within the end date of bid submission.
- 11.2 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 clause No.- 10.5 above. A withdrawal notice may also be sent by e-mail at supriya.batabyal@nalcoindia.co.in & mihir.behera@nalcoindia.co.in but should be followed by a signed confirmation copy dated not later than the deadline for submission of bids.

- 11.3 No bid shall be modified subsequent to the due date and 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.
- 11.4 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.

12.0 **OPENING OF BIDS:**

Part - I Bid:

- 12.1 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) under critical dates.
- 12.2 Bidders are required to submit their hard copy offer in sealed cover within the bid due date and time.
- 12.3 The Part - I - Un - priced bid i.e., Techno - commercial Bid/ quotation will be opened on specified date and time as mentioned under critical dates. The Authorized representative of firms who have submitted valid tenders will be permitted to attend tender opening. However, they must bring an authorization letter along with identity card while participating in bid opening. The Bidder's representatives, who are present, shall sign a bid opening statement evidencing

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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 only will be announced and recorded at the time of opening of un-priced bids.

Part - II Bid:

12.4 The on-line Part -II Bid i.e., Priced bid of only those bidders whose Part - I bid is found to be techno-commercially acceptable will be opened. The sealed Cover-2 of hard copy offer will be considered for opening.

12.5 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 card 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.

13.0 **INTEGRITY PACT**

13.1 The accompanying '**Integrity Pact**' in the **Annexure-VII** of tender documents is to be executed in two (02) originals.

13.2 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.

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

13.4 The Bidders should not change the contents of the Integrity Pact.

13.5 The two (02) originals of the Integrity Pact signed and stamped on each page by the bidder have to be submitted in the hard copy offer as mentioned at Para – 10.2.1. The scanned copy of the Integrity Pact is to be uploaded along with the on-line Bid.

13.6 The two originals of the Integrity Pact signed and stamped on each page by the bidder and submitted along with the bid 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.

13.7 Only those bidders, who commit themselves to such a 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.

13.8 At present, there is a panel of three Independent External Monitors (IEM) in NALCO. Their 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,

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Note: *Only representation in respect of Integrity Pact needs to be addressed to the nominated IEM and no query regarding tender terms & conditions should be address to the IEMs. Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials.*

- 13.9 In Case of sub-contracting by the contractor, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. In view of this, wherever Contractor proposes any sub-contractor in the bid, it shall ensure that sub-contractor shall also sign the Integrity Pact and submit the same in the bid.
- 14.0 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 you 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 authorised signatory with official seal. If this declaration is not furnished, your bid shall be treated as **non-responsive and liable for rejection**. Bidders should upload the scanned copy of the declaration with their on-line bid.
- 15.0 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/ undertaking that any such firm/ agency is not participating in the same tender. The declaration/ undertaking should be in the bidder's official letterhead duly signed by the authorised signatory with official seal.
Offer without this declaration are liable for rejection.
- 16.0 Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest bidder only.
- 17.0 **BID VALIDITY:**
- 17.1 Bid shall be kept valid for acceptance for a period of **04 (four) months** from the final bid opening date. A bid valid for a shorter period may be considered as non-responsive and liable for rejection.
- 17.2 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 reject the offer of Bidder.
- 17.3 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.
- 18.0 Technical specifications should be strictly as per the Annexure-I i.e., Technical Specifications of tender documents 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.**
- 19.0 Bid should be submitted without any deviation to the bidding documents. In case of any deviation, deviation to bidding documents shall be submitted as per the pro-forma for deviations enclosed with Agreed terms and conditions questionnaire.
Deviations, if any, appearing anywhere else in the offer shall not be considered for evaluation and ordering.

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20.0 The Questionnaire under the caption "Agreed Terms & Conditions (Import)/(Indigenous)" is to be duly filled in and submitted along with the offer.

21.0 NALCO reserves the right to make any changes in the terms and conditions of Purchase and to reject any or all the bids received including those received late, incomplete and telex/ fax bids, without assigning any reason(s) thereof.

22.0 Foreign bidders to quote prices in **single** Foreign Currency preferably in **USD, GBP, EUR or JPY** only.

23.0 AWARD CRITERIA

The Owner will award the Contract to the successful bidder whose bid has been determined to be the lowest evaluated, responsive bid, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

24.0 NOTIFICATION OF AWARD

24.1 Prior to the expiration of bid validity, NALCO will issue a Letter of Intent (LOI), brief order or Purchase Order to the successful Bidder. The LOI / Brief Order / Purchase Order will constitute the formation of the Contract. The Completion Period shall be counted from the date of LOI/ brief order/ Purchase Order.

24.2 Delivery period shall be counted from the date of LOI/ Brief Order/ Purchase Order.

25.0 ISSUE OF PURCHASE ORDER

25.1 After the successful Bidder has been notified that his bid has been accepted, the Owner will send to such bidder a Brief Order/ Purchase Order incorporating all the terms and conditions agreed between the parties.

25.2 Within 07 (seven) days of receipt of the Brief Order/ Purchase Order, the Bidder shall sign and return it to the Owner for their records as a token of their acknowledgement of acceptance of the Brief Order/ Purchase Order, failing which it shall be deemed that the Brief Order/ Purchase Order has been accepted by the bidder in toto.

26.0 CONTACTING THE OWNER

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

26.2 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.

26.3 Bidder is required to furnish the complete and correct information / documents required for evaluation of their bid. If the information / documents forming basis of evaluation is found to be false / forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.

26.4 The bidders are to 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.

27.0 SOCIAL ACCOUNTABILITY:

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We are Social Accountability SA 8000 Certified Company. It is expected that our Suppliers/ Service providers confirm to the requirements of this International Standard SA 8000:2014. The bidder should ensure to follow the statutory social accountability norms of India also. The Survey Questionnaire (attached as at Annexure-X) may please be filled up and sent along with the Bid.

28.0 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

28.1 NALCO reserves the right to accept or reject any bid, and to annul 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.

28.2 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 the Bidder shall have no claim in that regard against the Owner. 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.

29.0 Bidder should not be under liquidation, court receivership or similar proceeding. Bidder has to submit **certificate/ undertaking** in this respect in their official letter head duly signed by their authorized signatory with official seal.

30.0 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/ undertaking should be in the bidder's official letterhead duly signed by the authorised signatory with official seal. **Offer without this declaration are liable for rejection.**

31.0 LATE BIDS

- (i) E-tendering portal shall close immediately after the deadline for submission of bid.
- (ii) The bid must be submitted before the bid due date and time.
- (iii) The Hard Copy of offer should reach us on or before the bid due date and time.
- (iv) Late bids will not be entertained.

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ANNEXURE-I

MATERIAL DESCRIPTION AND QUANTITY:

NALCO's Material Code	Description	Long Text	Unit of Measurement UOM	Quantity
20790005069	Graphitized Cathode Bottom Blocks	<p>Technical specification for Graphitized Cathode Carbon Bottom Blocks (01 set = 12 nos.) and its characteristics, inspection & acceptance criteria, inspection & testing, quality assurance plan, packing, delivery and general condition as per Annexure-I(A).</p> <p>The specification & inspection criterial shall be as per ISO specification. Detailed technical specification, physico-chemical characteristics and physical dimensions are mentioned separately as per RTA recommendations.</p>	SETS	170
20790002009	Electrode Carbon Side Block	<p>Cathode Carbon Side Slab Semi Graphite with 30% nominal graphite content (01 set = 87 nos.). Scope of supply & inspection & test procedure for Cathode Side Block are enclosed at Annexure-I(B).</p> <p>Detailed technical specification, physico-chemical characteristics and physical dimensions are mentioned separately as per RTA recommendations.</p>	EA/ Nos.	10875
20790211920	Short Side Block 460x300x150	<p>Short Side Block 460 x 300 x 150 mm (01 set = 90 nos.). Scope of supply and inspection and test procedure for cathode side block are enclosed at Annexure-I(C). Detailed technical specifications are attached separately as per RTA recommendations.</p>	EA/ Nos.	4050

ANNEXURE – I(A)

SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS
OF
GRAPHITIZED CATHODE CARBON BOTTOM BLOCK

1.0 SCOPE:

The intent of this specification is to outline the purchaser's requirements under which the vendor shall manufacture, test at works, pack and supply the materials.

2.0 GENERAL INFORMATION:
LOCATION:

The materials to be supplied under this requisition will be used for lining the 180 KA or more Pot Shells of the existing Aluminum Smelter Plant of NALCO located at a site approximately 5 Km. from the nearest town of Angul in the state of Odisha, India. The site is connected by a link road to the existing highway NH 55, linking NH 5 (Kolkata - Chennai) and NH 6 (Kolkata - Mumbai).

2.1 SITE LOCATION:

State where located	:	Odisha
Nearest important town	:	Angul, 5 Km.
And distance.		
Nearest railway Station	:	(1) for passenger traffic - Angul railway station 7 Km. away with the opening of Talcher - Sambalpur rail line from Plant site. (2) For Goods in rakes & wagon: Bhudhapank - NALCO siding (SCPM) 11 Km. from Smelter. (3) For Goods in small consignment: Talcher, about 25 Km. from Smelter.
Nearest Port & distance	:	Paradeep Port - 190 Km.
Nearest Airport & distance	:	Bhubaneswar Airport - 140 Km.
Nearest Highway Milestone & Distance	:	National Highway (NH - 55) - 1 Km.
Approach Road - existing	:	Existing Road from plant site connected to NH-55

2.2 SITE CONDITION AND CLIMATE:

<u>AIR TEMPERATURE</u>	<u>DRY BULB TEMP.</u>	<u>WET BULB TEMP.</u>	<u>RELATIVE HUMIDITY</u>
Maximum	50° C	25.7° C	83 at 26 °C max. (Wet Bulb Temp.)
Minimum	6° C	14.8 ° C	33
Design	50° C/60° C *	25.0° C	51

*** For Rectifier Room and Pot Room equipment.**

2.3 TYPE AND DIMENSIONS OF POT SHELL:

The Pot Shell shall be of AP type with the following dimensions: -

Inside dimensions	:	9360 x 4050 x 1320 mm
Outside dimensions	:	10240 x 4950 x 1788 mm

National Aluminium Company Limited

"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024

3.0 SCOPE OF SUPPLY:

The quality, specifications & the quantity of various materials under the scope of supply are as follows:

SL. NO.	MATERIAL DESCRIPTION	SPECIFICATION	QUANTITY
1.	Graphitized Cathode Carbon Bottom Block	As Per NIT	170 Sets*

*01 set = 12 nos. of Cathode Block

4.0 DELIVERY SCHEDULE:

Delivery Schedule as per the following or at the earliest:

- (a) First lot of 25 sets shall be delivered within 04 months of PO placement.
- (b) Second lot of 25 sets shall be delivered within 06 months of PO placement.
- (c) Third lot of 20 sets shall be delivered within 08 months of PO placement.
- (d) Fourth lot of 20 sets shall be delivered within 10 months of PO placement.
- (e) Fifth lot of 20 sets shall be delivered within 14 months of PO placement.
- (f) Sixth lot of 20 sets shall be delivered within 18 months of PO placement.
- (g) Seventh lot of 20 sets shall be delivered within 22 months of PO placement.
- (h) Eighth lot of 20 sets shall be delivered within 26 months of PO placement.

5.0 INSPECTION AND TESTING:

Cl. No. - 12.0 – Inspection-Checking-Testing of Annexure - III - Standard Terms and Conditions of Purchase Order (Import) shall be read as follows instead of existing:

- 5.1 Test Certificate, Guarantee Certificate and third-party inspection report forms the major part of the dispatch documents.
- 5.2 The material shall be inspected by one of the following reputed independent international agencies namely, M/s. Lloyds, M/s. SGS, M/s. Moody International, M/s. Almi Conseil & M/s. Shin Nihon Kentei Kyokai at vendor's works prior to dispatch. Testing for the entire characteristic shall be carried out at the vendor's works at his own cost.
- 5.3 The inspection & testing/ acceptance procedure for Graphitized Cathode Carbon Bottom Blocks & the sampling plan shall be as per enclosure. The vendor shall submit an inspection schedule, which shall be in line with the delivery schedule.
- 5.4 The vendor shall give at least two weeks advance notice to third party informing about the readiness of the material for inspection and testing at vendor's works.
- 5.5 Before offering the material for inspection, the vendor shall carry out testing of the same internally and submit the report of the test along with the offer for inspection.

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.

6.0 QUALITY ASSURANCE PLAN (QAP):

- 6.1 The vendor shall follow the approved Quality Assurance Plan (QAP) during manufacturing and testing of Cathode Carbon Bottom Blocks. The (QAP) Cathode Carbon Bottom Blocks is to be submitted by the vendor.

National Aluminium Company Limited

**"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024**

- 6.2 The vendor shall make available records of tests as per approved QAP carried out at various stage of manufacturing during inspection of the final products. The record shall clearly indicate batch number, lot size, sample size, and date of test, Purchase order number and client's name.
- 6.3 Vendor shall provide all the required facilities to third party for carrying out the inspection at their works.
- 6.4 All the testing instruments shall be available at vendor's work and laboratory shall be calibrated as per requirement prior to carrying our test.

7.0 PACKING AND DELIVERY:

- (a) The Graphitized Cathode Bottom Blocks shall be protected at the edges by cardboard/ Plastic angles of 5 mm. minimum thickness and wrapped in polyethylene lining to avoid exposure to rains, seawater, etc. during transportation and storage, etc.
- (b) The Graphitized Cathode Bottom Blocks shall be suitably packed in wooden crates. The packing shall be seaworthy and of export quality packing so as to avoid any damage/ cracking, etc. during transport and subsequent handling.
- (c) The crates of the Graphitized Cathode Bottom Blocks shall be formed with wooden rafters and shall be suitable for handling with forklifts and by wire rope/ chain sling. The position for the attachment of slings shall be clearly marked and these locations shall be suitably reinforced with steel angles at corners and crate shall be strapped with steel straps at sufficient places to prevent the crate from damage during handling and transportation including shipping.
- (d) Offer should also accompany six sets of drawings showing the details of packing incorporating above specifications and other details for approval. However, an indicative drawing is enclosed for reference.
- (e) The crates shall be shipped on the open deck of a ship.
- (f) All packing should clearly indicate the purchase order no., name of consignee with address, content of package, serial no, cathode blocks, details of net and gross weight, etc.
- (g) Each delivery must be accompanied by a consignment sheet, showing the number in the case of cathode blocks, along with the main technical characteristics of the supply and the dated reference no. of the manufacturing batch.
- (h) Six (06) Copies of all-physical and chemical test certificate (duly endorsed by the inspecting authority) shall be furnished prior to the despatch of goods.
- (i) The materials shall be despatched to Aluminium Smelter, Nalco, Angul, Orissa, India.
- (j) All materials offered shall be subjected to inspection by third party before despatch from the factory. Visual inspection, dimensional accuracy and other tests shall be carried out for the lots offered as per test procedures.

8.0 GUARANTEE/ WARRANTY CONDITIONS:

Cl. No. - 14.0 - Warranties/ Guarantees of Annexure - III - Standard Terms and Conditions of Purchase Order (Import) shall be read as follows instead of existing:

Vendor shall stand guarantee against the possible deterioration in quality of any kind for the material being offered/supplied by them for a period of 12 (twelve) months from the FOB delivery. Any material found with manufacturing defects/ physically damaged/deteriorated due to improper packing upon receipt at site shall be immediately replaced by the vendor free of cost without any delay at Smelter plant NALCO, Angul, Orissa, India basis.

National Aluminium Company Limited

"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024

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 are guaranteed to be of the best quality of their respective kinds. Permission to ship or dispatch the materials granted by inspectors shall not relieve the Seller from any part of this/its responsibilities of proper fulfilment of the requirement.

9.0 SPECIAL CONDITIONS:

- (i) The maximum quantity for which trial order to be placed on developmental vendor (i.e., who has not supplied the materials previously to NALCO or the same has not been accepted by NALCO) shall be 10 sets subject to being L1 or matching the L1/ negotiated L1 price on landed cost basis (net of input tax credit).
- (ii) PR quantity of 170 sets is inclusive of the trial order quantity of maximum 10 sets.
- (iii) The balance quantity will be distributed amongst two proven vendors in the ratio of 60%:40% in order of their pricing position in tender.
- (iv) **The proven vendors are required to offer full quantity.** However, in case of bidders offering lesser quantity than the minimum distribution requirement than the distribution amongst two proven vendors will be changed to meet the total quantity.
- (v) In case, developmental vendor is not L1 or has not accepted to match the L1/ negotiated L1 price on landed cost basis (net of input tax credit), the total quantity of 170 sets will be distributed to two proven vendors in the ratio of 60%:40%.
- (vi) In case, developmental vendor for supply of Graphitized Cathode Carbon Bottom Blocks becomes L1, the quantity to be ordered shall remain same i.e., maximum 10 sets. Balance quantity will be offered for distribution to other two proven vendors for matching L1 price in order of their pricing position in tender on landed cost basis (net of input tax credit).
- (vii) In case (i.e., for two proven vendors), the highest quoted proven vendor does not match the lowest acceptable price of other proven vendor, the total quantity will be offered to lowest acceptable proven vendor (i.e., there will not be any splitting of quantity). In case, the part-1 bid of any proven vendor was found to be not acceptable, the total quantity will be offered to other techno-commercially acceptable proven vendor.
- (viii) The splitting of the total quantity among the two proven vendors shall be such that the proposed delivery schedule is followed.
- (ix) The developmental vendor has to deliver the ordered quantity within 04 months of placement of order.
- (x) NALCO may postpone the delivery schedule of any lot with prior notice of two months' time period.
- (xi) Price evaluation shall be exercised on item wise L1 basis.

ANNEXURE – I(B)

SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS
OF
SEMI - GRAPHITIC CATHODE CARBON SIDE SLABS

1.0 SCOPE:

The intent of this specification is to outline the purchaser's requirements under which the vendor shall manufacture, test at works, pack and supply the materials.

2.0 GENERAL INFORMATION:
LOCATION:

The materials to be supplied under this requisition will be used for lining the 180 KA or more Pot Shells of the existing Aluminum Smelter Plant of NALCO located at a site approximately 5 Km. from the nearest town of Angul in the state of Odisha, India. The site is connected by a link road to the existing highway NH 55, linking NH 5 (Kolkata - Chennai) and NH 6 (Kolkata - Mumbai).

2.1 SITE LOCATION:

State where located	:	Odisha
Nearest important town	:	Angul, 5 Km.
And distance.		
Nearest railway Station	:	(1) for passenger traffic - Angul railway station 7 Km. away with the opening of Talcher - Sambalpur rail line from Plant site. (2) For Goods in rakes & wagon: Bhudhapank - NALCO siding (SCPM) 11 Km. from Smelter. (3) For Goods in small consignment: Talcher, about 25 Km. from Smelter.
Nearest Port & distance	:	Paradeep Port - 190 Km.
Nearest Airport & distance	:	Bhubaneswar Airport - 140 Km.
Nearest Highway Milestone & Distance	:	National Highway (NH - 55) - 1 Km.
Approach Road - existing	:	Existing Road from plant site connected to NH-55

2.2 SITE CONDITION AND CLIMATE:

<u>AIR TEMPERATURE</u>	<u>DRY BULB TEMP.</u>	<u>WET BULB TEMP.</u>	<u>RELATIVE HUMIDITY</u>
Maximum	50° C	25.7° C	83 at 26 °C max. (Wet Bulb Temp.)
Minimum	6° C	14.8 ° C	33
Design	50° C/60° C *	25.0° C	51

*** For Rectifier Room and Pot Room equipment.**

2.3 TYPE AND DIMENSIONS OF POT SHELL:

The Pot Shell shall be of AP type with the following dimensions: -

Inside dimensions	:	9360 x 4050 x 1320 mm
Outside dimensions	:	10240 x 4950 x 1788 mm

National Aluminium Company Limited

**"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024**

3.0 **SCOPE OF SUPPLY**

The quality, specifications & the quantity of various materials under the scope of supply are as follows:

SL. NO.	MATERIAL DESCRIPTION	SPECIFICATION	QUANTITY
1.	Semi Graphitic Cathode Side Block (Size: 550 x 300 x 150 mm)	As Per NIT	10875 Nos.

4.0 **DELIVERY SCHEDULE:**

Delivery Schedule as per the following or at the earliest:

- First lot of 25 sets (2175 nos.) shall be delivered within 04 months of PO placement.
- Second lot of 25 sets (2175 nos.) shall be delivered within 06 months of PO placement.
- Third lot of 25 sets (2175 nos.) shall be delivered within 08 months of PO placement.
- Fourth lot of 25 sets (2175 nos.) shall be delivered within 10 months of PO placement.
- Fifth lot of 25 sets (2175 nos.) shall be delivered within 14 months of PO placement.

5.0 **INSPECTION AND TESTING**

Cl. No. - 12.0 – Inspection-Checking-Testing of Annexure - III - Standard Terms and Conditions of Purchase Order (Import) shall be read as follows instead of existing:

- Test Certificate, Guarantee Certificate and third-party inspection report forms the major part of the dispatch documents.
- The material shall be inspected by one of the following reputed independent international agencies namely, M/s. Lloyds, M/s. SGS, M/s. Moody International, M/s. AlmiConseil & M/s. Shin Nihon Kentei Kyokai at vendor's works prior to dispatch. Testing for the entire characteristic shall be carried out the vendor's works at his own cost.
- The inspection & testing procedure for Cathode Side Blocks & the sampling plan shall be as per enclosure. The vendor shall submit an inspection schedule, which shall be in line with the delivery schedule.
- The vendor shall give at least two week's advance notice to third party informing about the readiness of the material for inspection and testing at vendor's works.
- Before offering the material for inspection, the vendor shall carry out testing of the same internally and submit the report of the test along with the offer for inspection

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.

6.0 **QUALITY ASSURANCE PLAN (QAP)**

National Aluminium Company Limited

**"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024**

- 6.1 The vendor shall follow the approved Quality Assurance Plan (QAP) during manufacturing and testing of Cathode Side Blocks. The (QAP) for Side Slab, is to be submitted by the vendor.
- 6.2 The vendor shall make available records of tests as per approved QAP carried out at various stages of manufacturing during inspection of the final products. The record shall clearly indicate batch number, lot size, sample size, and date of test, Purchase order number and client's name.
- 6.3 Vendor shall provide all the required facilities to third party for carrying out the inspection at their works.
- 6.4 All the testing instruments are the vendor's work and laboratory shall be calibrated as per requirement prior to carrying out test.

7.0 PACKING AND DELIVERY

- a. The Cathode Side Blocks shall be protected at the edges by cardboard/ Plastic angles of 5 mm. minimum thickness and wrapped in polyethylene lining to avoid exposure to rains, seawater etc. during transportation and storage etc.
- b. The Cathode Side Blocks shall be suitably packed in wooden crates. The packing shall be seaworthy and of export quality packing so as to avoid any damage/ cracking, etc. during transport and subsequent handling.
- c. The crates of the Cathode Side Blocks shall be formed with wooden rafters and shall be suitable for handling with forklifts and by wire rope/chain sling. The position for the attachment of slings shall be clearly marked and these locations shall be suitably reinforced with steel angles at corners and crate shall be strapped with steel straps at sufficient places to prevent the crate from damage during handling and transportation including shipping.
- d. Offer should also accompany six of drawings showing the details of packing incorporating above specifications and other details for approval.
- e. The crates shall be shipped on the open deck of a ship.
- f. All packing should clearly indicate the purchase order no., name of consignee with address, content of package, serial no, cathode blocks, details of net and gross weight etc.
- g. Each delivery must be accompanied by a consignment sheet, showing the number in the case of cathode side blocks, along with the main technical characteristics of the supply and the dated reference no. of the manufacturing batch.
- h. Six (06) Copies of all-physical and chemical test certificate (duly endorsed by the inspecting authority) shall be furnished prior to the despatch of goods.
- i. The materials shall be despatched to Aluminium Smelter, Nalco, Angul, Odisha, India.
- j. All materials offered shall be subjected to inspection by third party before despatch from the factory. Visual inspection, dimensional accuracy and other tests shall be carried out for the lots offered as per test procedures.

8.0 GUARANTEE/WARRANTY CONDITIONS:

Cl. No. - 14.0 - Warranties/ Guarantees of Annexure - III - Standard Terms and Conditions of Purchase Order (Import) shall be read as follows instead of existing:

Vendor shall stand guarantee against the possible deterioration in quality of any kind for the material being offered/supplied by them for a period of 12 (twelve) months from the FOB delivery. Any material found with manufacturing defects/ physically damaged/deteriorated due to improper packing upon receipt at site shall be immediately replaced by the vendor free of cost without any delay at Smelter plant NALCO, Angul, Orissa, India basis.

National Aluminium Company Limited

**"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024**

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 are guaranteed to be of the best quality of their respective kinds. Permission to ship or dispatch the materials granted by inspectors shall not relieve the Seller from any part of this/its responsibilities of proper fulfilment of the requirement.

9.0 SPECIAL CONDITIONS:

- (i) The total quantity will be distributed amongst two proven vendors in the ratio of 60%:40% in order of their pricing position in tender on landed cost basis (net of input tax credit).
- (ii) The proven vendors are required to offer full quantity. However, in case of bidders offering lesser quantity than the minimum distribution requirement then the distribution amongst two proven vendors will be changed to meet the total quantity.
- (iii) In case (i.e., for two proven vendors), the highest quoted proven vendor does not match the lowest acceptable price of other proven vendor, the total quantity will be offered to lowest acceptable proven vendor (i.e., there will not be any splitting of quantity). Further, in case the part-1 bid of any proven vendor was found to be not acceptable, the total quantity will be offered to other techno-commercially acceptable proven vendor.
- (iv) The splitting of the total quantity among the two proven vendors shall be such that the proposed delivery schedule is followed.
- (v) NALCO may postpone the delivery schedule of any lot with prior notice of two months time period.
- (vi) Price evaluation shall be exercised on item wise L1 basis.

National Aluminium Company Limited
"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024

ANNEXURE – I(C)

SCOPE OF SUPPLY AND TECHNICAL SPECIFICATIONS
OF
SEMI - GRAPHITIC CATHODE CARBON SIDE SLABS (SHORT SIDE BLOCK)

1.0 SCOPE:

The intent of this specification is to outline the purchaser's requirements under which the vendor shall manufacture, test at works, pack and supply the materials.

2.0 GENERAL INFORMATION:
LOCATION:

The materials to be supplied under this requisition will be used for lining the 180 KA or more Pot Shells of the existing Aluminum Smelter Plant of NALCO located at a site approximately 5 Km. from the nearest town of Angul in the state of Odisha, India. The site is connected by a link road to the existing highway NH 55, linking NH 5 (Kolkata - Chennai) and NH 6 (Kolkata - Mumbai).

2.1 SITE LOCATION:

State where located	:	Odisha
Nearest important town	:	Angul, 5 Km.
And distance.		
Nearest railway Station	:	(1) for passenger traffic - Angul railway station 7 Km. away with the opening of Talcher - Sambalpur rail line from Plant site. (2) For Goods in rakes & wagon: Bhudhapank - NALCO siding (SCPM) 11 Km. from Smelter. (3) For Goods in small consignment: Talcher, about 25 Km. from Smelter.
Nearest Port & distance	:	Paradeep Port - 190 Km.
Nearest Airport & distance	:	Bhubaneswar Airport - 140 Km.
Nearest Highway Milestone & Distance	:	National Highway (NH - 55) - 1 Km.
Approach Road - existing	:	Existing Road from plant site connected to NH-55

2.2 SITE CONDITION AND CLIMATE:

<u>AIR TEMPERATURE</u>	<u>DRY BULB TEMP.</u>	<u>WET BULB TEMP.</u>	<u>RELATIVE HUMIDITY</u>
Maximum	50° C	25.7° C	83 at 26° C max. (Wet Bulb Temp.)
Minimum	6° C	14.8° C	33
Design	50° C/60° C *	25.0° C	51

* For Rectifier Room and Pot Room equipment.

2.3 TYPE AND DIMENSIONS OF POT SHELL:

The Pot Shell shall be of AP type with the following dimensions: -

Inside dimensions	:	9360 x 4050 x 1320 mm
Outside dimensions	:	10240 x 4950 x 1788 mm

National Aluminium Company Limited

"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024

3.0 SCOPE OF SUPPLY

The quality, specifications & the quantity of various materials under the scope of supply are as follows:

SL. NO.	MATERIAL DESCRIPTION	SPECIFICATION	QUANTITY
1.	SEMI GRAPHITE CATHODE CARBON SHORT SIDE BLOCK FOR AP2XN (Size: 460 X 300 X 150 mm)	As Per NIT	4050 Nos.

4.0 DELIVERY SCHEDULE:

Delivery Schedule as per the following or at the earliest:

- (a) First lot of 25 sets (2250 nos.) shall be delivered within 04 months of PO placement.
- (b) Second lot of 20 sets (1800 nos.) shall be delivered within 06 months of PO placement.

5.0 INSPECTION AND TESTING

Cl. No. - 12.0 – Inspection-Checking-Testing of Annexure - III - Standard Terms and Conditions of Purchase Order (Import) shall be read as follows instead of existing:

- 5.1 Test Certificate, Guarantee Certificate and third-party inspection report forms the major part of the dispatch documents.
- 5.2 The material shall be inspected by one of the following reputed independent international agencies namely, M/s Lloyds, M/s SGS, M/s Moody International, M/s AlmiConseil & M/s Shin Nihon Kentei Kyokai at vendor's works prior to dispatch. Testing for the entire characteristic shall be carried out the vendor's works at his own cost.
- 5.3 The inspection & testing procedure for Cathode Side Blocks & the sampling plan shall be as per enclosure. The vendor shall submit an inspection schedule, which shall be in line with the delivery schedule.
- 5.4 The vendor shall give at least two week's advance notice to third party informing about the readiness of the material for inspection and testing at vendor's works.
- 5.5 Before offering the material for inspection, the vendor shall carry out testing of the same internally and submit the report of the test along with the offer for inspection

Above 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.

6.0 QUALITY ASSURANCE PLAN (QAP)

- 6.1 The vendor shall follow the approved Quality Assurance Plan (QAP) during manufacturing and testing of Cathode Side Blocks. The (QAP) for Side Slab, is to be submitted by the vendor.
- 6.2 The vendor shall make available records of tests as per approved QAP carried out at various stages of manufacturing during inspection of the final products. The record shall clearly indicate batch number, lot size, sample size, and date of test, Purchase order number and client's name.
- 6.3 Vendor shall provide all the required facilities to third party for carrying out the inspection at their works.

- 6.4 All the testing instruments are the vendor's work and laboratory shall be calibrated as per requirement prior to carrying out test.

7.0 PACKING AND DELIVERY

- (a) The Cathode Side Blocks shall be protected at the edges by cardboard/Plastic angles of 5 mm. minimum thickness and wrapped in polyethylene lining to avoid exposure to rains, seawater etc. during transportation and storage etc.
- (b) The Cathode Side Blocks shall be suitably packed in wooden crates. The packing shall be seaworthy and of export quality packing so as to avoid any damage/cracking etc. during transport and subsequent handling.
- (c) The crates of the Cathode Side Blocks shall be formed with wooden rafters and shall be suitable for handling with forklifts and by wire rope/chain sling. The position for the attachment of slings shall be clearly marked and these locations shall be suitably reinforced with steel angles at corners and crate shall be strapped with steel straps at sufficient places to prevent the crate from damage during handling and transportation including shipping.
- (d) Offer should also accompany six of drawings showing the details of packing incorporating above specifications and other details for approval.
- (e) The crates shall be shipped on the open deck of a ship.
- (f) All packing should clearly indicate the purchase order no., name of consignee with address, content of package, serial no, cathode blocks, details of net and gross weight etc.
- (g) Each delivery must be accompanied by a consignment sheet, showing the number in the case of cathode side blocks, along with the main technical characteristics of the supply and the dated reference no. of the manufacturing batch.
- (h) Six (06) Copies of all-physical and chemical test certificate (duly endorsed by the inspecting authority) shall be furnished prior to the despatch of goods.
- (i) The materials shall be despatched to Aluminium Smelter, Nalco, Angul, Odisha, India.
- (j) All materials offered shall be subjected to inspection by third party before despatch from the factory. Visual inspection, dimensional accuracy and other tests shall be carried out for the lots offered as per test procedures.

8.0 GUARANTEE/ WARRANTY CONDITIONS:

Cl. No. - 14.0 - Warranties/ Guarantees of Annexure - III - Standard Terms and Conditions of Purchase Order (Import) shall be read as follows instead of existing:

Vendor shall stand guarantee against the possible deterioration in quality of any kind for the material being offered/supplied by them for a period of 12 (twelve) months from the FOB delivery. Any material found with manufacturing defects/ physically damaged/deteriorated due to improper packing upon receipt at site shall be immediately replaced by the vendor free of cost without any delay at Smelter plant NALCO, Angul, Orissa, India basis.

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 are guaranteed to be of the best quality of their respective kinds. Permission to ship or dispatch the materials granted by inspectors shall not relieve the Seller from any part of this/its responsibilities of proper fulfilment of the requirement.

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 required quantities mentioned in the NIT are finished quantity to be supplied. Bidders have to manufacture extra quantities for destructive testing during inspection. All testing charges including the quantities involved in destructive testing are implied to be included in the price quoted for finished products to be supplied.
- 3.0 The specification of the materials offered should be strictly as per **Annexures-I(A), Annexures-I(B) and Annexures-I(C) - 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.**
- 4.0 The Questionnaire under the caption "Agreed Terms & Conditions (Import)" is to be duly filled in and submitted along with the offer.
- 5.0 Foreign Bidder shall quote their prices on FOB as well as CFR Vishakhapatnam (Vizag) seaport, India basis indicating the firm marine freight charges 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 and port of shipment within **15 days** of placement of order. Subsequently, the Order may be converted to CFR basis at Nalco's option within one month of submission of cargo details. Hence, quoted Marine freight 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, at Nalco's option, then the free time for detention of containers shall not be less than 14 days.
- 6.0 **EVALUATION/LOADING/REJECTION CRITERIA:**
 - 6.1 All evaluation shall be made on landed on destination basis (item wise) including manufacture, supply, taxes and duties for the same, as per scope of NIT.
 - 6.2 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. 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.
 - 6.3 To facilitate evaluation and comparison, NALCO will convert all bid prices of foreign Bidders expressed in the amounts in various currencies (as per our NIT/RFQ), in which bid price is payable, to Indian Rupees at the 'Bill selling rates of State Bank

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of India (SBI) or FE reference rate of Financial Benchmarks India Pvt. Ltd. (FBIL) or Reference Rate of Reserve Bank of India (RBI)' at exchange rate prevailing on the date of price bid opening.

6.4 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 : 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. Custom duty : 0% under EPCG Scheme
7. Social Welfare Surcharges (SWS) : 0% under EPCG Scheme
8. Total including Custom Duty & SWS : 5+6+7
9. IGST : Merit rate of IGST shall be considered on (8)
10. Landed cost : 8+9
11. Custom clearance, handling and transportation up to site : @3% on 10
12. Total Price : 10+11
13. Technical loadings, 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 : (-9)
17. Total Comparable Price : 15+16

Note:

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

6.5 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 @ 9.65% per annum (i.e., MCLR of SBI as on 15.04.2024 for 1-year tenor plus 1%).

(ii) 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 ceiling specified by vendor : - do -

6.6 All cost loadings will be calculated on FOB prices.

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

- (i) A bid with an incomplete scope of supply/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.
- (ii) Prices must be furnished in accordance with the price schedule format enclosed and strictly based on the terms specified related to the bid prices in the instructions/ conditions. Noncompliance with this requirement shall make the bid liable for rejection.
- (iii) 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: -
 - (a) Proforma of Contract - cum - Performance Bank Guarantee
 - (b) Contract Performance Guarantee clause
 - (c) Delivery Schedule
 - (d) Period of validity of bid
 - (e) Guarantee / Warranty
 - (f) Rejection of defective parts and materials

7.0 ORDER OF PRECEDENCE:

In case of any difference between various sections of tender documents, the order of precedence shall be as follows:

- (i) Purchase Order (*incl. mutually agreed techno-commercial clarifications*)
- (ii) Technical Specifications & Scope
- (iii) Price Schedule Format (Import)
- (iv) Special Terms & Conditions of PO - Import
- (v) Agreed Terms & Conditions (Import)
- (vi) Special Instructions to Bidders
- (vii) Standard Terms & Conditions of PO (Import)

8.0 REFERENCE LIST:

The bidders are requested to submit a list of buyers to whom the same or similar type of equipment have been supplied by them and which are under operation. The detailed addresses of such buyer's office/ works including Telephone, Fax Nos. and Contact Person and Order Reference are to be mentioned.

9.0 ENGAGEMENT OF AGENTS/ MIDDLEMEN/ INTERMEDIARY/ CONSULTANTS/ SERVICE PROVIDERS:

- 9.1 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.
- 9.2 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

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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.

- 9.3 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.
- 9.4 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.
- 9.5 No entity can be allowed to function as Agent on behalf of two Principals against any particular tender.
- 9.6 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.

ANNEXURE-III

STANDARD TERMS & CONDITIONS OF PURCHASE ORDER (IMPORT)

1.0 ACCEPTANCE OF ORDER:

This Order is expressly conditioned on the Seller's acceptance of all the terms and conditions hereof and constitute the entire agreement between parties hereto. With the acceptance of the Order, the 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.

2.0 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.

3.0 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/Airport 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 up to 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.

4.0 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/guarantee 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.

5.0 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.

6.0 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.

7.0 IMPORT LICENSE:

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

8.0 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

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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.

9.0 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 the Purchaser in installing and removing the non-confirming goods.

10.0 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 the Purchaser for any other action including termination.

11.0 TERMINATION:

The 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 affect the Contract.

12.0 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 sub vendor's works and place at their disposal all useful means of performing, checking, marking testing inspection and final stamping.

13.0 REVISIONS, CHANGES AND CANCELLATION:

The Purchaser may make any revisions or changes in the 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.

14.0 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

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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. The 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.

15.0 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.

16.0 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.

17.0 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.

18.0 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.

19.0 RESPECT FOR DELIVERY DATES:

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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.

20.0 PART ORDER:

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

21.0 REPEAT ORDER:

The 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.

22.0 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.

23.0 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.

24.0 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.

25.0 PATENTS, ROYALTIES, SELLER'S LIABILITY AND COMPLIANCE OF REGULATIONS:

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Seller shall protect and fully indemnify the Purchaser from any claims for infringement of patents, copy right, trademark 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.

26.0 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.

27.0 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.

28.0 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.

29.0 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 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 Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and the rules made there under shall apply to the Arbitration Proceedings.

30.0 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.

31.0 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.

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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.

32.0 GENERAL:

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

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ANNEXURE-IV

SPECIAL TERMS & CONDITIONS OF PURCHASE ORDER

1.0 PLACE OF DELIVERY:

M/s. National Aluminium Company Limited
Smelter Plant
Angul,
Odisha – 759145 (India)

2.0 Clause No. – 3 – PRICE(S) of Standard Terms and Conditions of Purchase Order (Import) 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."

3.0 INSURANCE

The Clause No.- 3.2 – TRANSIT INSURANCE of Standard Terms and Conditions of Purchase Order (Import) is to be read along with the following:

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.

The details of our insurance company as of now is as follows:

M/s. The oriental Insurance Company Limited

1st Floor, OCHC Complex
Near Ram Mandir, Unit-Iii, Janpath
Bhubaneswar, Odisha - 751001
Contact Person: Mr. Amaresh Rout
Mob: +91 828 0171 110
Ph: +91 674 2392554
E-mail: 345300@orientalinsurance.co.in,
amaresh.rout@orientalinsurance.co.in

National Aluminium Company Limited

**"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
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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.

4.0 TAXES AND DUTIES:

Clause No. – 3.3 – BANK CHARGES/ STAMP DUTIES/ TAXES of Standard Terms and Conditions of Purchase Order (Import) shall be read as follows instead of existing:

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 material shall be payable by the Purchaser excluding anti-dumping duty, if any.

5.0 PRICE REDUCTION SCHEDULE (PRS)

The Clause No.- 8.2 - Price Reduction Schedule (PRS) for delayed delivery of Standard Terms and Conditions of Purchase Order (Import) are partially modified as follows:

- a. The Contractor's liability for the delay in completion shall not in any case exceed **five percent (5%)** of the total contract price.
- b. Price Reduction Schedule (PRS) for delayed delivery shall be ½% (half percent) of order value (lot wise & item wise) per week of delay or part thereof, subject to a maximum of 5% (five percent) of order value (lot wise & item wise). Each item is to be delivered in lots with a different time period from PO placement. In case of delayed delivery of any lot size, PRS may be considered to be applicable on value of that lot size instead of total order value.

6.0 INSPECTION-CHECKING-TESTING:

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.

7.0 Clause No. - 18.0 – SPARE PARTS and Clause No.- 21.0 – REPEAT ORDER of Standard Terms and Conditions of Purchase Order (Import) stand deleted.

8.0 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.

9.0 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.

10.0 **PAYMENT TERMS:** Payment terms as stipulated under clause no. 4.0 of Standard Terms and Conditions of Purchase Order (Import) of Annexure-III is superseded as follows and will also be applicable as mentioned at Annexure-I of this NIT:

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10.1 Supply Portion (Import)

100% (hundred percent) payment of basic supply value (FOB/ FCA basis) along with 100% (hundred percent) ocean charges (*in case of CFR order basis*) shall be made against presentation of shipping documents through bank (lot wise & item wise).

10.2 Payment shall be made on prorata basis against shipping documents through Bank. All payments shall be made through CAD basis against presentation of shipping documents through bank or through Irrevocable Letter of Credit, which shall be opened through NALCO authorized Bank and hence 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% of Total Order Value is to be furnished within 30 days of placement of order to facilitate opening of L/C.

10.3 The following documents are to be submitted for release of payment

- (i) Invoice
- (ii) Packing List
- (iii) Clean Bill of Lading (BL)
- (iv) Factory acceptance test, third-party inspection report, QAP, if any.
- (v) Guarantee/ warranty certificate
- (vi) Country of origin certificate

11.0 CONTRACT PERFORMANCE GUARANTEE (CPBG):

Supplier will be required to submit Contract - cum - Performance Bank Guarantee (CPBG) for 5% (ten percent) of Order Value (basic supply order + Freight value in case of CFR Incoterm) within 30 days of placement of order. The CPBG shall be as per proforma enclosed with the Tender Documents. The CPBG shall be as per proforma enclosed as Annexure - IX. The CPBG should be furnished from any of NALCO approved Banks as per the list enclosed as Annexure - VIII. 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.

Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and invokable 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), AGM (Materials) under speed post or registered post (AD) so as to reach the addressee within 30 days of order. The issuing bank should be advised to send a direct confirmation of issue of 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

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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.

- 12.0 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

13.0 LIMITATION OF LIABILITIES

- 13.1 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:
- 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.
- 13.2 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-V

AGREED TERMS & CONDITIONS (IMPORT)
(FOR FOREIGN BIDDERS)

IMPORTANT

1. This questionnaire must be filled in against all Serial nos. & enclosed with the 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 confirmation with details
1.	(i) Please Confirm Acceptance of Technical specifications and scope of work as per attached Annexure-I i.e., Technical Specifications. (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 in requisition.	
3.	Confirm Spare Parts list wherever required as per tender documents, with item wise prices on FOB & C&F basis have been submitted for following:	
	(a) Commissioning & start up Spares as per tender documents	NA
	(b) Tools & Tackles as per tender documents.	NA
	(c) Mandatory spares as per tender documents	NA
	(d) Vendor recommended spares for two years normal operation and maintenance as per tender documents.	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 and Address with Tel/Fax no., email, etc.	
6.	Please Confirm that you have quoted prices strictly in the price schedule format enclosed with tender documents.	
7.	Indicate International Port of exit/ shipment.	
8.	Please confirm that Ocean/ Air freight charges up to Port of Entry, India (Vishakhapatnam (Vizag) seaport, India) have been quoted by you in the Price Schedule. (a) In case you have not quoted the Ocean freight charges up to Vishakhapatnam (Vizag) seaport, India 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 contractor shall intimate Nalco's Underwriters the dispatch details at the address, to be intimated later.	
11.	Indicate the country of origin of goods offered.	
12.	Confirm that the quoted prices are in one foreign currency and also indicate currency of quote.	
13.	Please Confirm acceptance to Completion period as mentioned in the tender documents.	
14.	Confirm utility requirement wherever applicable are given in offer.	

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Sl. No.	Descriptions	Vendor's confirmation with details
15.	Confirm customer references are given in offer.	
16.	Confirm complete technical literature/ catalogue are being submitted along with offer.	
17.	Please indicate the HS Code of the offered goods/equipments.	
18.	Confirm acceptance of Price Reduction Schedule for delay in completion specified in the Tender Documents.	
19.	Confirm acceptance of relevant terms of payment as per the tender documents attached.	
20.	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.	
21.	In case you require confirm L/C, then L/C confirmation charges shall be to your account. Confirm acceptance.	
22.	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.	
23.	All taxes, duties and levies of any kind payable up to FOB Port of Shipment shall be borne by you.	
24.	Prices quoted must exclude transit insurance charges from FOB Port of Shipment or by Air 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.	
25.	Please 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.	Please Confirm that Contract cum Performance/ Performance Bank Guarantee (CPBG) wherever required will be furnished for value and terms & conditions as per the tender documents.	
29.	Confirm acceptance of Guarantee/ Warranty as per documents attached with tender.	
30.	Confirm that 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 four (04) months from the final due date of submission of Bid.	
32.	Confirm that the quoted prices for vendor recommended two years normal O&M spares shall be valid for six months from the date of LOI/ brief order / purchase order.	NA
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 LOI/brief order/Purchase order.	
34.	Confirm that the quoted prices for Ocean freight shall remain valid for acceptance up to three months beyond the submission of complete and firm cargo details by you.	
35.	(i) All other Commercial terms & conditions shall be as per Standard Terms & Conditions of Purchase Order (Import) and other documents attached with the tender. Confirm. (ii) In case of deviations, confirm clause wise comments have been specified in a separate Annexure attached herewith. (iii) All the terms & conditions have been indicated in this format including Annexure and have not been repeated elsewhere. It is	

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Sl. No.	Descriptions	Vendor's confirmation with details
	noted that terms & conditions indicated elsewhere shall be ignored.	
36.	Please confirm acceptance to attached Terms & Conditions for Installation, Testing and Commissioning as per tender documents.	NA
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.	Please Confirm that net worth of your company during the last financial year is positive.	
39.	Please furnish Audited Annual Report containing Balance Sheet and Profit and Loss Account for the last three years.	
40.	The Vendor is required to state whether M/s. Rio Tinto Alcan (RTA) has any shareholding/ management control in your Company.	
41.	Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU.	
42.	Please Confirm that in case of conflicting version of various terms & conditions at different places, Owner can choose any version.	
43.	Please furnish name and address of the official to whom correspondence should be sent including telephone number/ fax number and e-mail id.	
44.	Please confirm that you have submitted EMD/EMDBG as per NIT requirements	NA
45.	Confirm you have submitted the duly filled in SA 8000 Questionnaire as per NIT	
46.	Confirm you have submitted two original copies of the pre - contract Integrity Pact as per NIT.	
47.	Please indicate the complete name & address on which order is to be placed by Purchaser (in the event of placement of order)	
48.	Manufacturer's name & address	

Place:
Date:
Designation :

Signature:
Name :
Seal:

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DEVIATION SCHEDULE TO TERMS & CONDITIONS OF PO (IMPORTS)

If the Bidder has got any deviation from the terms & conditions of NIT, bidder shall tabulate those deviations in this schedule. Please attach more sheets, if necessary. It is confirmed that except those deviations, as tabulated hereunder, the complete offer is in agreement with the NIT requirement.

NOTE:

1. This shall be submitted along with the Offer. Deviation mentioned anywhere else in the offer shall not be considered.
2. Deviation listed elsewhere shall not be taken cognizance of and shall be ignored.
3. No separate printed terms and conditions shall be considered and shall be ignored.
4. In case of contradiction/ conflicting version found by NALCO at different places of quotation, NALCO can choose any version or the bid may be rejected without any indications.

Sl. No.	Annexure No.	Clause No.	Page No. of NIT	Deviation Taken against NIT condition	Reasons for deviation

SIGNATURE _____
 NAME _____
 DESIGNATION _____

DATE:

BIDDER'S SEAL

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ANNEXURE-VI

PRICE SCHEDULE FORMAT

VENDOR NAME:

OFFER NO:

Sl. No.	Item Description	Quantity	Unit Price per Set (Currency ____)	Total Price (Currency____)
1.0	Supply of Graphitized Cathode Carbon Bottom Blocks as per Annexure-I & Annexure-I(A) of NIT			
1.1	Graphitized Cathode Carbon Bottom Blocks on FOB Port of exit in seaworthy packed condition basis (including all testing charges required to be done by manufacturer)	170 Sets		
1.2	Ocean freight up to Vishakhapatnam (Vizag) seaport, India for shipment in Containers on Liner Term basis, per one Set of Graphitized Cathode Carbon Bottom Blocks (1 Set = 12 Nos)	170 Sets		
1.3	Pre - dispatch Inspection charges by Third Party agency i.e. M/s. Lloyds / M/s. SGS / M/s. Moody International / M/s Shin Nihon Kentei Kyokai / M/s. AlmiConseil at vendor's works prior to dispatch	170 Sets		
	SUB-TOTAL 1.0 (1.1+1.2+1.3)			
2.0	Supply of Semi Graphitic Cathode Side Block as per Annexure-I & Annexure-I(B) of NIT			
2.1	Semi - graphitic Cathode Carbon Side Slabs on FOB Port of exit in seaworthy packed condition basis (including all testing charges required to be done by manufacturer)	10875 Nos.		
2.2	Ocean freight up to Vishakhapatnam (Vizag) seaport, India for shipment in Containers on Liner Term basis, per one Set of Semi - graphitic Cathode Carbon Side Slabs (1 Set = 87 Nos)	10875 Nos.		

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Sl. No.	Item Description	Quantity	Unit Price per Set (Currency ____)	Total Price (Currency____)
2.3	Pre - dispatch Inspection charges by M/s Lloyds/ M/s SGS/ M/s Moody International/ M/s Shin Nihon Kentei Kyokai/ M/s AlmiConseil, at vendor's work per one set of Semi - graphitic Cathode Carbon Side Slabs (1 Set = 87 Nos)	10875 Nos.		
	SUB-TOTAL 2.0 (2.1+2.2+2.3)			
3.0 Supply of Short Side Block as per Annexure-I & Annexure-I(C) of NIT				
3.1	Short Side Block on FOB Port of exit in seaworthy packed condition basis (including all testing charges required to be done by manufacturer)	4050 Nos.		
3.2	Ocean freight up to Vishakhapatnam (Vizag) seaport, India for shipment in Containers on Liner Term basis, per one Set of Short Side Block (1 Set = 90 Nos)	4050 Nos.		
3.3	Pre - dispatch Inspection charges by M/s Lloyds/ M/s SGS/ M/s Moody International/ M/s Shin Nihon Kentei Kyokai/ M/s AlmiConseil, at vendor's work per one set of Short Side Block (1 Set = 90 Nos)	4050 Nos.		
	SUB-TOTAL 2.0 (3.1+3.2+3.3)			

NOTES:

- The Price Schedule shall be made available in Un-priced offer also with prices blanked out and written "Quoted/ Not Quoted/ Not Applicable", as the case may be.
- In the Price Schedule no column should be left blank.
- The quoted prices shall include charges towards testing & all documentation required as per NIT.
- Any correction in the quotation shall be initialed by the bidder, otherwise the offer shall be rejected.
- The sum of quoted prices for relevant divisible package(s) shall be treated as the Contract price(s) for concerned package(s) on lump sum basis. The contract vis-à-vis payment operations shall be done, however, as per approved Billing schedules only.
- Bidder shall submit Price break-up along with quantity and unit price as per the format given in the price schedule for.

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7. The Contract(s) prices will remain firm & unchanged until complete execution excepting for statutory variations, if any on the rates of taxes & duties included in the Contract price (as per break ups specified in the Billing schedule) and also excepting for imposition of any fresh statutory levy/ tax within the contractual completion period.
8. In case of placement of order, NALCO reserves the right to convert order from FOB basis to CFR Vishakhapatnam (Vizag) seaport, India basis within one month of submission of cargo details. Hence, quoted Marine freight should remain valid for acceptance for a period of minimum 01 (one) month from the date of submission of complete cargo details. In case the order is converted to CFR, at NALCO's option, then the free time for detention of containers shall not be less than 14 days.
9. 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. Free time for detention of containers shall not be less than 14 days.
10. Transit Insurance from FOB port of shipment onwards shall be arranged and borne by NALCO.
11. Price evaluation shall be done on item wise basis and not on the total package price.

Bidder's Signature:

Bidder's Stamp:

Date:

ANNEXURE-VII

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 "**Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN POTS for Pot Relining" at Smelter Plant, Angul, 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

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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.

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- 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 anyone 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.

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- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
 - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
- 6.0 Independent External Monitors (IEMs):**
- 6.1 The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/ NALCO's website (www.nalcoindia.com).
- 6.2 The task of the IEMs shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.

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- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

7.0 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 _____.

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For & on behalf of
BUYER

For & on behalf of
BIDDER

Name of the Officer:
Designation:
Company:
Official Seal

NALCO

Witness

1. _____
2. _____

Witness

1. _____
2. _____

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ANNEXURE - VIII

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.

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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.	BSO1 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

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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)

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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 (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter referred to as "The Company" which expressions 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(work/assignment description) on the terms and conditions as set out inter alia, in the Company's contract No./ P.O. No.dated and various documents forming part thereof hereinafter referred to as the "said contract" which expression include all amendments, modifications and/ or variations thereto and whereas the Contractor(s)/Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/subcontractors.

AND WHEREAS one of the conditions of the "said contract" is that "contractor(s)/seller(s) shall furnish to the Company 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 defect liability obligations and the performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the "said contract."
 2. WeBank having its branch office atdo 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 & conditions of the said Contract including defect 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 & conditions of the contract. 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..... (Rupees.....only).
 3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be 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 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.

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5. WeBank 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 discharges the guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such 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 affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till..... Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Sellers(s).
9. We.....Bank further agree that this Guarantee shall be invocable at our place of business at (Bank Name),(Branch Name and address of the Branch, Bhubaneswar, Odisha-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:** _____

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.

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ANNEXURE-X

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)
• <u>Permanent</u>		
• Casual		
• Badli		
• Temporary		
• Contracted		

B. Information regarding Social Accountability

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

Are you certified for SA 8000? Yes/No
 If Yes, please submit a copy of SA8000 Certificate along with this filled up questionnaire

Have you undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
 If yes, please submit a copy of Code of Conduct Audit Report along with this filled up questionnaire

Have your sub-suppliers been certified for SA 8000? Yes/No

Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No

- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No

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- Do you provide safety training to your employees?

Yes/No
- Do you ensure canteen facility for your employees?

Yes/No
- If not, do you get the facilities from NALCO

Yes/No
- What types of medical benefits you provide to your employees?

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

Yes/No

If no, how do you ensure freedom of expression?

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

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

- Do you provide appointment letter to your employees?

Yes/No
- Do you maintain a documented terms and conditions of employment?

Yes/No
- Do you maintain a disciplinary procedure?

Yes/No
- If no, how do you terminate your employee?

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

- How many shifts 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 your employees? Rs. _____/-
 - Is there any case of deduction in wage? Yes/No
 - In case, it is yes, what are the general reasons for such deduction?

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

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

 - Have you taken care to look into issues related to child labor Yes/No

Forced labor, health & safety, working hours and remuneration of your suppliers

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

ANNEXURE-XI

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

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control over the trust through a chain of control 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 regard, 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.]"

National Aluminium Company Limited

**"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
Tender Notice No. NBC/MM/508/8000000908/2024 DTD. 14.10.2024**

ANNEXURE-XII

(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.**

National Aluminium Company Limited

**"Procurement of Graphitized Cathode Carbon Bottom Block, Semi Graphitic Cathode Carbon Side Slab and Semi Graphitic Cathode Carbon Short Side Slab for AP2XN Pots for Pot Relining" at Smelter Plant.
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**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.**