

Company  
NATIONAL ALUMINIUM COMPANY LIMITED  
Bauxite Mines  
763008 DAMANJODI,KORAPUT-KORAPUT  
INDIA

## RFx

### Information

Description:	NBCMM508TDSHARDWARE
RFx number:	8400008754
PR No.:	8000001001

### RFx rules

RFx currency:	USD
Bidding procedure:	Restricted RFx
Time zone:	INDIA
Submission period:	23.01.2025 22:00:00- 12.02.2025 10:00:00
Opening date:	12.02.2025 11:00:00
Opening date of technical bid:	00:00:00

### Additional requested information:

Confirm that Terms and Condition RFX Import is acceptable.  
Price basis:FCA (Incoterms # 2020) # LA Airport-INCLUDING PACKING WITH FCA, FCA CHARGES TO BE QUOTED  
Payment Terms:100% Payment against CAD through bank upon handover of material to NALCO nominated freight forwarder  
Offer Validity:Offer Validity of minimum 90 Days to be provided from the date of opening of the Tender  
Confirm Inspection at NALCO Site  
Price firmness and HSN Code to be Submitted for the quoted items  
Realistic Delivery Period:20 Weeks from the Date of placement of Purchase Order  
Approximate Gross Weight of the Consignment  
Indicate AIR Freight cost to KOLKATA

### RFx details

Attachments:  
NIT - TDS Hardware

Item	Item category	Supplier product number	Delivery date/ Performance period
	Product no.	Description	Quantity

# RFx

## Information

**Description:** NBCMM508TDSHARDWARE  
**RFx number:** 8400008754  
**PR No.:** 8000001001

Item	Item category	Supplier product number	Delivery date/ Performance period
	Product no.	Description	Quantity
<b>1</b>	Material		01.04.2025 00:00:00
	10201000150	DISPATCH PTX Truck Solution	1 SET
Item long text:Item long text:DISPATCH PTX Truck Solution			
<b>2</b>	Material		01.04.2025 00:00:00
	10201001160	DISPATCH PTX Loader Solution	6 SET
Item long text:Item long text:DISPATCH PTX Loader Solution			
<b>3</b>	Material		01.04.2025 00:00:00
	10201000500	DISPATCH PTX Special Tools	1 ST
Item long text:Item long text:DISPATCH PTX Special Tools#-----#LIGHTNING ARRESTOR 0-6GHZ N-F/F: 01 unit,#KIT GPS ROOF MOUNT W/ANT: 01 unit,#ANTENNA 2.1dBi OMNI IN TUBE 24" w/N-F: 02 units,#CONN PLUG CR/CR 58 TNC-M: 05 units,#ANT OMNI 3 Dbi 2.4 GHz N-F MST MNT: 01 unit,#KIT MTG TAKACHI ETH PWR INJECTOR: 01 unit,#HARNESS PTXC SMALL TRUCK 15/35FT: 01 units			
<b>4</b>	Material		01.04.2025 00:00:00
	10201001220	DISPATCH PTX FIELD COMPUTER SYS	1 EA
Item long text:Item long text:DISPATCH PTX Field Computer Standard with license			

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**Bidding Instructions**

(A) Bidders are required to submit their online bid in Nalco's SRM-7 Portal. Bidders to note that in case of any difficulty in submission/opening the on-line bids, the hard copy offer/ e-mail offer received within the bid due date and time will be opened and considered for evaluation.

(B) All overseas vendor may quote in foreign currencies on FCA (Incoterms # 2020) # LA Airport for placement of order on them.

(C) Integrity Pact:

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

The nominated Independent External Monitor (IEM) of NALCO for this NIT is as below who will oversee the compliance to Integrity Pact:

(i) Ms. Deepa Krishan, IRS (Retd.), E-mail: [deepakrishan@gmail.com](mailto:deepakrishan@gmail.com),

(ii) Dr. Meeran C Borwankar, IPS (Retd.), E-mail: [mcborwankar@gmail.com](mailto:mcborwankar@gmail.com),

(iii) Mr. Hare Krushna Das, IAS (Retd.), E-mail: [hkdash184@hotmail.com](mailto:hkdash184@hotmail.com)

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

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE-I**

**TECHNICAL SPECIFICATIONS AND SCOPE**

**1. Material description & Details:**

SL. NO.	Material Code	UOM	Quantity
<b>1.0 Supply of 07(Seven) Nos TDS hardware (PTX-C Field Computer System) in replacement of equivalent number of obsolete and defunct hardware</b>			
1.1	10201000150 - DISPATCH PTX-C TRUCK SOLUTION-Microtik radio	Set	01
1.2	10201001160 - DISPATCH PTX-C LOADER SOLUTION-Microtik radio	Set	06
1.3	10201000500 - Dispatch PTX Special Tools #- Lightning Arrestor 0-6GHZ N_F/F- 1 unit #- KIT GPS ROOF MOUNT W/ANT - 1 unit #- ANTENNA 2.1dBi OMNI IN TUBE 24" w/N-F - 2 units #- CONN PLUG CR/CR 58 TNC-M - 5 units #- ANT OMNI 3 Dbi 2.4 GHz N-F MST MNT - 1 unit #- KIT TAKACHI ETH INJ & AXIO PWR W/MTG - 1 unit #- HARNESS PTXC SMALL TRUCK 15/35FT - 1 unit	Set	01
1.4	10201001220 - DISPATCH PTXC7 FIELD COMPUTER W/LICENSE	EA	01

**2. Price Basis:**

FCA (Incoterms#2020) LA Airport

**3. Payment Terms:**

100% payment against CAD through bank immediately upon handover of material to NALCO nominated freight forwarder.

**4. Delivery schedule:**

Material is to be supplied within 20 weeks from the date of commercially clear purchase order.

**5. Warranty Clause:**

Material shall be warranted for 15 Months from the date of handover to Nalco nominated freight forwarder or 12 months from the date of completion of Installation, whichever is earlier.

**NOTE:**

Taxes & Duties extra at actual as per GST or prevailing guidelines

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE-II**

**STANDARD TERMS AND CONDITIONS OF RFx – IMPORT**

1. Prices should be quoted on FOB seaport or on FCA/FOB seaport basis inclusive of charges for documentation, packing and forwarding, if any. Freight charges from port of dispatch to Kolkata/Vishakhapatnam port should be indicated clearly and separately. Wherever packing and forwarding charges are not specifically indicated same shall be considered as included in the quoted FOB/FCA price.
2. Quoted price shall be firm and without any escalation whatsoever, till completion of delivery period.
3. Quotation shall be submitted online should be in English language only. Quotations should preferably be typewritten, and any correction or over-writing should be initialed. Rates to be indicated both in words and figures. In the case of e-procurement, quotations should be submitted on-line.
4. Drawings, sketches and samples on receipt shall become the property of Nalco.
5. Quotation should be valid for a minimum period of 90 days from the date of opening of tender.
6. Complete specifications with relevant Indian/International Standards, manufacturer's name/brand name and country of origin with catalogues and drawings if any should be sent with the offer.
7. NALCO reserves the right to accept any tender in full or in part or to reject any or all tenders or to annul the bidding process at any time prior to award of the Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder/ bidders of the ground for NALCO's action. However, a bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.
8. Printed conditions on the back side of the offers will be ignored. 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.
9. 100% payment will be made through irrevocable letter of credit against submission of shipping documents; or 100% payment will be made on collection (CAD) basis against direct submission of shipping documents.

Tenderer should furnish in their offer bank account details along with the SWIFT code of the banker. All bank charges outside India shall be to the beneficiary's account.

10. If the tenderer is unable to quote against the RFx, Regret letter stating the reasons for non-participation may please be sent.
11. The supplied materials on receipt shall be subject to inspection at destination. Nalco's decision regarding acceptance or rejection shall be final.

The rejected goods will be returned, if seller insists for the same, by Nalco on "Freight to pay basis" for replacement.

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

12. You will accept part order/order for part quantity. You will accept repeat order(s) within a period of one year from the date of original order.

13. Timely delivery is the essence of this RFx. For delay in delivery attributable to the supplier, PRS shall be levied @ 1/2% (half percent) of the total order value per full week of delay subject to maximum 5% (five percent) of the total Order Value.

14. Material found to be defective within guarantee/warranty period shall be replaced free of cost within 30 days of intimation, failing which Nalco will not responsible for loss/further damage.

15. Consignee:

(A) For consignment meant for Smelter plant, consignee shall be  
GM (Materials), Smelter plant, Nalco, Angul, Odisha-759145, India

(B) For consignment meant for Captive power plant, consignee shall be  
GM (Materials), Captive Power plant, Nalco, Angul, Odisha, 759145, India

and

(c) For consignment meant for M&R complex plant, consignee shall be  
GM (Materials), M&R Complex, Nalco, Damanjodi, Odisha-763008, India.

16. Any dispute arising out of this agreement shall be referred to a Sole Arbitration of the Chairman-cum- Managing Director, NALCO or his authorized representative and his decision shall be final and binding on both parties. All matters in respect of this tender shall fall within the jurisdiction of the of Bhubaneswar court only.

17. Email offer is also acceptable.

18. The above terms and conditions, except those otherwise agreed shall form an integral part of the purchase order.

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**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE-III**

**PRICE SCHEDULE FORMAT**

**Bidder's Quotation No.** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name of vendor:** \_\_\_\_\_

**Currency of Quotation:** \_\_\_\_\_

**(I) IMPORTED SUPPLY (In Foreign Currency)**

**(A) SUPPLY: (BIDDER TO QUOTE IN EACH COLUMN FOR SCOPE AS PER NIT)**

<b>SL. NO.</b>	<b>DESCRIPTION</b>	<b>QUOTED AMOUNT (..... CURRENCY)</b>
1.0	Supply of "PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines, Damanjodi, Odisha as per Annexure-I i.e., Technical Specification and scope of NIT on FOB/ FCA Port of Exit basis.	
1.1	Material - DISPATCH PTX-C TRUCK SOLUTION- Microtik radio Material Code: 10201000150 UOM: Set Quantity: 01	
1.2	Material - DISPATCH PTX-C LOADER SOLUTION- Microtik radio Material Code: 10201001160 UOM: Set Quantity: 06	
1.3	Material - Dispatch PTX Special Tools #- Lightning Arrestor 0-6GHZ N_F/F- 1 unit #- KIT GPS ROOF MOUNT W/ANT - 1 unit #- ANTENNA 2.1dBi OMNI IN TUBE 24" w/N-F - 2 units #- CONN PLUG CR/CR 58 TNC-M - 5 units #- ANT OMNI 3 Dbi 2.4 GHz N-F MST MNT - 1 unit #- KIT TAKACHI ETH INJ & AXIO PWR W/MTG - 1 unit #- HARNESS PTXC SMALL TRUCK 15/35FT - 1 unit Material Code: 10201000500 UOM: Set Quantity: 01	
1.4	Material - DISPATCH PTXC7 FIELD COMPUTER W/LICENSE Material Code: 10201001220 UOM: EA Quantity: 01	
1.5	Others, if any, to complete the Scope (Please specify)	
1.6	<b>Sub - Total (1.1 + 1.2 + 1.3+1.4+1.5)</b>	
1.7	Air freight charges up to Kolkata Airport on liner terms basis / in packed condition basis, as applicable.	
1.8	<b>TOTAL 1.0 (1.6 + 1.7) CFR Price</b>	

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**Please provide the item wise break-up of scope quoted at Sl. No.– 1.1 above, as per the following format:**

Sl. No.	Item Description	HSN Code	Qty	UOM	FOB/ FCA Price per Unit	Total FOB price

**Please provide the item wise break-up of scope quoted at Sl. No.– 1.2 above, as per the following format:**

Sl. No.	Item Description	HSN Code	Qty	UOM	FOB/ FCA Price per Unit	Total FOB price

**Please provide the item wise break-up of scope quoted at Sl. No.– 1.3 above, as per the following format:**

Sl. No.	Item Description	HSN Code	Qty	UOM	FOB/ FCA Price per Unit	Total FOB price

**Please provide the item wise break-up of scope quoted at Sl. No.– 1.4 above, as per the following format:**

Sl. No.	Item Description	HSN Code	Qty	UOM	FOB/ FCA Price per Unit	Total FOB price

**NOTES:**

1. In the Price Schedule no column should be left blank.
2. The quoted prices shall include charges towards testing & all documentation required as per NIT.
3. Any correction in the quotation shall be initialed by the bidder, otherwise the offer shall be rejected.
4. 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.
5. Bidder shall submit Price break-up along with quantity and unit price as per the format given in the price schedule for.
6. 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.
7. In case of placement of order, NALCO reserves the right to convert order from FOB/ FCA basis to CFR Kolkata seaport / Airport basis within one month of submission of cargo details. Hence, quoted Marine / Air 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.

**Date:**

**Bidder's Signature:**

**Bidder's Stamp:**



**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE-IV**

**PRE-CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2025, 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 **"Procurement of PTC based Truck Dispatch System (TDS) Hardware"** for Panchpatmali Bauxite Mines, Damanjodi, Odisha and the BIDDER/ Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

**Commitments of the BUYER**

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

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

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

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

**Commitments of BIDDERS**

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

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

**4. Previous Transgression**

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

**5. Sanctions for Violations:**

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

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

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
7. Facilitation of Investigation:
- In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
8. Law and Place of Jurisdiction:
- This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
9. Other Legal Actions:
- The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
10. **Validity:**
- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

For & on behalf of  
**BUYER**

For & on behalf of  
**BIDDER**

Name of the Officer:  
Designation:  
Company:  
Official Seal

NALCO

Witness

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

Witness

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

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE - V**

**LIST OF STANDARDIZED BANKS**

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

<b>Sl.No.</b>	<b>Public Sector Banks of India</b>
<b>01</b>	Allahabad Bank
<b>02</b>	Andhra Bank
<b>03</b>	Bank of Baroda
<b>04</b>	Bank of India
<b>05</b>	Bank of Maharashtra
<b>06</b>	Canara Bank
<b>07</b>	Central Bank of India
<b>08</b>	Corporation Bank
<b>09</b>	Dena Bank
<b>10</b>	IDBI Bank
<b>11</b>	Indian Bank
<b>12</b>	Oriental Bank of Commerce
<b>13</b>	Punjab & Sind Bank
<b>14</b>	Punjab National Bank
<b>15</b>	State Bank of India
<b>16</b>	Syndicate Bank
<b>17</b>	UCO Bank
<b>18</b>	Union Bank of India
<b>19</b>	Vijaya Bank

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

<b>Sl.No.</b>	<b>Private Sectors Banks of India</b>
<b>01</b>	HDFC Bank Ltd.
<b>02</b>	ICICI Bank Ltd.
<b>03</b>	Axis Bank Ltd.
<b>04</b>	Kotak Mahindra Bank Ltd.
<b>05</b>	YES Bank
<b>06</b>	IndusInd Bank Ltd.
<b>07</b>	The Federal Bank Ltd.
<b>08</b>	The Jammu & Kashmir Bank Ltd.
<b>09</b>	The South Indian Bank Ltd.
<b>10</b>	The Karur Vysya Bank Ltd.
<b>11</b>	The Karnataka Bank Ltd.
<b>12</b>	IDFC Bank
<b>13</b>	RBL Bank
<b>14</b>	The Lakshmi Vilas Bank Ltd.
<b>15</b>	Tamilnad Mercantile Bank Ltd.
<b>16</b>	City Union Bank Ltd.

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**III. SCHEDULE OF FOREIGN BANKS**

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



**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**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)

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE-VI**

**Social Accountability 8000 Compliance Format**

**A. Basic information**

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

**B. Information regarding Social Accountability**

- What is the minimum age required to join your organization? \_\_\_\_\_ Years
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original 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

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

- 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?

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

- 
- 
- 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?  


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


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  - 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?  


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  - 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

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE-VII**

**FORMAT OF COST ANALYSIS**

You are requested to furnish the following details:

- i. For the items offered to NALCO, the actual cost of production for similar items manufactured and supplied in the past.
- ii. Current cost of production by providing cost break-up as per below format.
- iii. Balance sheet for the last three years
- iv. Reduction in cost of production due to bulk Order quantity, particularly considering reduction of overhead.
- v. Price Fixation Policy followed by bidder's organization
- vi. Past supplied rates to other buyers along with copies of the contract/ purchase orders.

Break-Up of Fixed Price Quotation		
Year of Quotation:		
Sl.	Particulars	Price (Currency ____)
1.	MATERIAL	
1.1	Imported	
	i) Raw Materials	
	Rejection (____% on (i) )	
	ii) Bought Out items	
	Rejection (____% on (ii) )	
	Sub-total -1.1	
1.2	Indigenous	
	i) Raw Materials	
	Rejection (____% on (i) )	
	ii) Bought Out items	
	Rejection (____% on (ii) )	
	iii) Any other input cost factor (specify)	
	Sub-total - 1.2	
	Total - 1.1 + 1.2	
1.3	Freight & Insurance Charges {____% of (1.1 + 1.2) }	
1.4	Storage Handling Charges {____% of (1.1 + 1.2) }	
	Material Cost: Sub-total - 1	
2.	CONVERSION COST	
	Man-hours x Man-hour rate (MHR)      Sub-total - 2	
3.	NON-RECURRING COST      Sub-total - 3	
4.	SUNDRY DIRECT CHARGES      Sub-total - 4	
5.	FINANCING COST      Sub-total - 5	
6.	Total of Sub-totals (1 to 5)	
7.	Warranty Cost (____% of 6 )	
8.	Total Cost (6 + 7)	
9.	Profit (____% of 8)	
10.	Selling Price (8+9)	

SIGNATURE \_\_\_\_\_  
 NAME \_\_\_\_\_  
 DESIGNATION \_\_\_\_\_

DATE:

BIDDER'S SEAL

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE-VIII**

**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 profit 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

**National Aluminium Company Limited**  
**"Procurement of PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

(vi) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

4. **Model Certificate/ declaration for Renderers':** In this 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 PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE-IX**

**(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 PTC based Truck Dispatch System (TDS) Hardware" for Panchpatmali Bauxite Mines,**  
**Damanjodi, Odisha**  
**e-Tender Notice No. NBC/MM/508/8000001001/2025 DTD. 23.01.2025**

**ANNEXURE-X**

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

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

**Date- Dear Sir,**

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

hereby confirm that the information/documents submitted against the tender are true & bonafide. We will be responsible for authenticity of documents/information submitted against the tender. In case of any information provided by us, is found to be incorrect/false, the bid will be liable for rejection and actions may be taken as deemed fit.

**Yours sincerely,**

**Signature**  
**Name**  
**Designation**  
**Contact No.**