

INSTRUCTION TO BIDDERS

- 1.0 National Aluminium Company Ltd. invites bids through “**Bid to RA**” in GeM portal for supply of **48,600 MT** (+/-5%) of burnt quick Lime. Only Class-I local supplier of burnt quick lime are eligible to participate in the bid as defined in Public procurement (Preference to make in India) order 2017 dated 16.09.2020 & subsequent revisions thereof. However, the new bidders, if qualified, shall be put to trials as detailed in the tender documents. Bids are to be submitted/ uploaded in complete accordance with enclosed Tender Documents.

Eligibility of Bidder for participation in the tender:

Only Class-I Local suppliers are eligible to participate in the bid as defined in Public procurement (Preference to Make in India) order 2017 & subsequent revision thereof.

Accordingly, all the bidders are required to submit certificate indicating the bidder as class-I Local supplier (along with the bid) from 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.

2.0 TENDER DOCUMENTS:

2.1 The following documents are enclosed and form part of the tender documents:

- (a) Instructions to bidders. (10 pages)
- (b) BQC and other Standard commercial Terms & Conditions in Annexure ‘A’ (11 pages)
- (c) Technical terms & conditions in Annexure- ‘B1 (For established vendors) (07 pages) & B2’ (For new vendors/New source) (13 Pages) (Total 20 pages)
- (d) Confirmations as per Annexure ‘C’ Part-I & part-II (02 pages)
- (e) Net landed price calculation as per Annexure-D (01 page)
- (f) Unpriced bid pro-forma Annexure-E1 for supply of lime from established Manufacturers cum vendors (02 pages)
- (g) Unpriced bid pro-forma Annexure-E2 for supply of lime from new source of lime stone/new vendor (02 pages)
- (h) Format for Bank Guarantee for EMD Annexure ‘F’ (02 pages)
- (i) Format for Contract-cum-Performance Bank Guarantee Annexure ‘G’(02pages)
- (j) List of Standardized Banks in Annexure ‘H’ (01 page)
- (k) Mandate Form in Annexure ‘I’ (01 page)
- (l) Format for online submission of EMD as per Annexure-J (01 page)
- (m) SA-8000 Format (05 Pages)
- (n) Pre-Contract Integrity pact as per Annexure-K (07 pages)
- (o) Format for declaration on conflict of interest as per Annexure-L (01 Pages)
- (p) Arbitration and Mediation Clause as per Annexure-M (08 pages)

- 2.2. At any time prior to the bid due date and time, 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.

- 2.3. Any addendum thus issued will become part of bidding document and bidder shall submit original addendum/ compliance letter duly signed and stamped in token of his acceptance.
- 2.4. Bidder should download the complete set of tender documents which is available in our website www.nalcoindia.com and also in GeM portal (www.gem.gov.in). Bidders are requested to visit the above websites regularly for any modification/ addition/ bid due date extension for this tender.
- 2.5 Bidders shall treat the tender documents and contents therein as strictly confidential.
- 2.6 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.
- 2.7 The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. The Tender Document together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidder, unless deviations are specifically stated in 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 Document in every respect will be at Bidder's risk and may result in the rejection of his bid.
- 3.0 PREPARATION OF BID:
- 3.1. All direct and indirect costs associated with preparation and submission of bid (including clarification meetings and site visit, if any) shall be to bidder's account and NALCO will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3.2. The bid prepared by the Bidder and all correspondences/ 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.
- 3.3. The online bid submitted must be legible and signed by the Bidder.
- 3.4. The complete bid shall be without alterations, interlineations or erasures, except as may be necessary to correct errors made by the Bidder, in which case such corrections shall be rewritten & initialed by the person or persons signing the bid.
- 3.5. The offer should be unambiguous and complete information should be furnished in the offer. Incomplete/ambiguous offers may be rejected.
- 3.6. 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.

4.0 SUBMISSION OF BID:

- 4.1 The bids are to be submitted online within the bid due date and time on GeM portal www.gem.gov.in. In case of any difficulty in submission of online bid through GeM portal, the bidders are requested to contact the helpdesk of GeM portal at their mail ID helpdesk-gem@gov.in. Alternatively, they may also be contacted at toll free No. 1800-419-3436.
- 4.2 For any clarification/ query regarding the tender, bidder may contact the following:
- (i) Mr. Dhrubajyoti Saha Ray, Dy.Manager (Matls.) e-mail: Dhrubajyoti.ray@nalcoindia.co.in
Mob: +91 9726425332
 - (ii) Mr. S.K. Ranjan, GM (Matls) email: Shashi.ranjan@nalcoindia.co.in
Mob: +91 9437029862
- 4.3 The on-line bids are to be submitted in two parts in the following manner:

(A) Technical Bid

(B) Financial Bid

(A) For Technical Bid

Following documents are to be submitted online in GeM portal in PDF format by the bidder for technical evaluation of their bid:

- (i) Proof of credentials, past supply experience, financial standing & all other documents to fulfill BQC as asked for in the tender documents.
- (ii) Certificate indicating that the bidder is Class-I local supplier with minimum percentage of local content in their product as per Public procurement (Preference to Make in India) 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.
- (iii) Certificates issued by Chartered accountant/Chartered engineers regarding production & supply experience etc. must bear the name and designation of issuing authority and UDIN No.
- (iv) Duly signed copy of Annexure A and B1 for established vendors and Annexure A and B2 for New vendors/Bidder from new source.
- (v) Annexure 'C' Part-I & II duly filled & signed in along with the supporting documents.
- (vi) Un-priced bid proforma (Established manufacturer cum vendor to submit Annexure-E1 & new source/new vendor to submit Annexure-E2)
- (vii) EMD (except for State/Central Government organizations, PSUs, start-ups and MSE Bidder)
- (viii) Mandate Form duly filled in.
- (ix) SA-8000 format duly filled in.
- (x) Integrity pact as per Annexure-K
- (xi) Litigation history of bidder, if any.
- (xii) List of partners/Directors in the bidder company and a declaration that partners/directors of the bidder company have no interest in any other bidders in respect to same tender.

- (xiii) Certificate from Railway authority/downloaded from FOIS (Railway website) regarding distance between point of loading of materials at supplier's end to point of despatch "NLOD" and the present rate of freight charge (Rs./MT).
- (xiv) The bidder has to enclose "valid Mine lease agreement" in case of own mine / "Lime stone purchase agreement with Mine owner at the time of submission of tender" if bidder is a manufacturer of Lime / "proof of renewal application to this regard if it is expired"
- (xv) The bidder has to enclose "valid pollution control board clearance certificate at the time of submission of tender"/ "proof of renewal application in this regard if it is expired " if bidder is a manufacturer of quick lime.
- (xvi) All bidders should enclose declaration whether they have own mine or they are buying limestone indicating validity.
- (xvii) Bidders (Other than manufacturers) is to furnish supply experience of Quick lime and should indicate in their offer the name of manufacturer/s from whom they intend to supply Quick lime to NALCO- Alumina Refinery along with back-up support letter, Valid pollution control board clearance certificate of the manufacturer at the time of submission of tender/ proof of renewal application to this regard if it is expired and Valid Mine lease agreement/ Lime stone purchase agreement of the manufacturer at the time of submission of tender/proof of renewal application to this regard if it is expired.(pl refer para 4 of Annexure A)
- (xviii) Affidavit to confirm that Proprietor/Partner/Directors of the firm are not convicted by court of law for an offence involving moral turpitude in last 7 years.
- (xix) Confirmation from bidder that they will submit Test certificate towards Lime purity along with each consignment.
- (xx) Declaration that bidder has covered Godown of 2700 MT
- (xxi) Declaration of nearest railway siding from where rake is to be loaded and covered storage space available at railway siding.
- (xxii) Compliance certificate as per Clause no. 14.1(Instruction to bidders) for land Border sharing with India.
- (xxiii) Udyam Registration No. issued by Ministry of MSME if the bidder is an MSE bidder.
- (xxiv) Declaration from bidder as per clause no. 31 of Annexure A for certification of submitted documents.

Please note Certificates issued by Chartered accountant/Chartered engineers must bear the name and designation of authority issuing the same. All the certificates issued by CA must also contain UDIN No. Also note that in event of non-submission of duly filled in unpriced bid pro-forma (annexure E1 for established Manufacturer cum vendor and annexure E2 for Bidder from new source/new vendor), the offer is liable for rejection.

(B) **For Financial Bid**

Note for Financial Bid in GeM Portal:

All bidders are required to quote their price in GeM portal equivalent to 70% of active CaO. The normalized formula for calculation, equivalent to 70% of active CaO for is as under.

$$= \frac{\text{Intended FOR Damanjodi price (inclusive of GST) x 70\%}}{\text{\% of guaranteed active CaO.}}$$

Explanation: If a bidder intends to offer lime with active CaO content more than 70% (say X%) guaranteed at the point of receipt ($70 \leq X \leq 75$), at Rs. Y per MT (FOR Damanjodi price inclusive of packing, loading, Rail freight and GST etc.) then the price quoted by the bidder in the GeM portal must be multiplied by a factor ($70/X$) i.e. their quoted price in GeM portal must be $(70/X) \times Y$ per MT so that their bid price can be compared with the bid price of bidder intending to bid for 70% of active CaO.

At present the GST on Lime and Railway freight transportation both is 5% only.

This is only for determining the inter-se price position of the bidder. However, if such bidders are found eligible for ordering, order will be placed by de-normalizing the aforesaid factor i.e. the bidder will be given order for the eligible quantity for their guaranteed X% of active CaO ($70 \leq X \leq 75$) at Rs. Y per MT (Inclusive of GST).

The price bid evaluation is limited to maximum CaO content of 75%, In case of successful bidder supplying lime having more than 75% CaO content, the payment will be limited to 75% CaO content only. Bidder quoting burnt quick lime with CaO content less than 70% shall be out rightly rejected.

(i) Registration of Bidder in GeM portal and submission of Bid:

All bidders are required to be registered with GeM portal. For registration in GeM portal bidders are required to have Mobile No., Aadhar No. and E-Mail ID hosted by NIC. For details regarding registration process please visit FAQs in “Need help” section on GeM portal. After registration in GeM portal, prepare the bid in accordance with the requirements and submit soft copies of their bids electronically on GeM Portal

(ii) SEARCHING FOR TENDER DOCUMENTS

For searching of tender in Gem Portal, please use the search string “Quick Lime Burnt” in “All categories” in GeM Portal.

(iii) PREPARATION OF BIDS

- a) Bidder should take into account any corrigendum published in NALCO’s website/GeM Portal on the tender document before submitting their bids.
- b) Please go through the tender document carefully to understand the documents. Please note the bid documents have to be submitted as per the requirement of tender. Any deviations from these may lead to rejection of the bid.

(iv) SUBMISSION OF BIDS

Please go through the tender document carefully to understand the documents. Please note the bid documents have to be submitted as per the requirement of tender. Any deviations from these may lead to rejection of the bid.

(v) ASSISTANCE TO BIDDERS:

In case of any difficulty in submission of online bid through GeM portal, the bidders are requested to contact the helpdesk of GeM portal at their mail ID helpdesk-gem@gov.in. Alternatively, they may also be contacted at toll free No. 1800-419-3436.

5.0 **Earnest Money Deposit (EMD):**

- 5.1. The Bid must be accompanied by Earnest Money Deposit for Rupees 25,00,000/- (Rupees Twenty five lakh), which is applicable for established manufacturers cum vendors. **For new bidders / supply from new source of Lime stone, the Earnest Money Deposit shall be Rs. 3,50,000/- (Rupees three Lakh fifty thousand)**

The EMD should be by way of Bank Guarantee and as per proforma enclosed with the Tender Documents. The BG should be furnished from any of NALCO approved Banks as per the list enclosed with the Tender Document. The wording of BG should be strictly as per proforma and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank. The issuing Bank should be advised to send a direct confirmation to NALCO, clearly indicating the Tender No., towards issue of the Bank Guarantee. The Bank Guarantee for Earnest Money Deposit shall remain un-discharged for such a period as may be specified for keeping the tender open. **The EMD BG should have a validity of at least three months beyond the period of validity of bid** asked for in the tender document. The validity of the EMD BG may have to be extended by the bidder on request of NALCO, till the tender is finalized.

EMD can also be deposited also through RTGS. Details for RTGS Transaction purpose are as below:

IFSC: SBIN0009817

Account No. : 10044880013

Banker: State Bank of India, NALCO Corp Office Br., Bhubaneswar-13.

In event of RTGS transaction, UTR no. to be mentioned in Part-I of the offer.

- 5.2. Offer without EMD may be liable for rejection. However, State / Central Government organizations, Public Sector Undertakings, MSE Firms registered with DGS&D/ NSIC/ District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Village Industries Board (KVIB)/ Coir Board/ Directorate of Handicrafts & Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (for the tendered item) and all startups recognized by Deptt. of Industrial Policy & Promotion, Ministry of commerce and Industry Govt. of India are exempted from furnishing EMD.

MSE bidders are required to submit latest “Udyam Registration No.” issued by Ministry of MSME along with technical bid, failing which such bidders will not be considered as MSE bidder. However, the Notification dtd. 18th October, 2022 issued by Ministry of Micro, Small and Medium Enterprises may also be considered for evaluation of bidder as MSE.

Traders/ distributors/ sole agent/ works Contract are excluded from the purview of Public Procurement Policy for MSEs Order 2012.

- 5.3. If the tenderer, after submitting his tender, revokes the offer or modifies the terms & conditions thereof, in a manner not acceptable to the Purchaser, the EMD shall be liable to be forfeited / encashed. Any forfeiture / recovery made by the owner shall be with applicable GST at the time of settlement. In case the EMD has been paid in the form of NEFT/RTGS, the EMD amount will not be refunded back in case of forfeiture of EMD.

- 5.4. After finalization of the tender, the EMD of unsuccessful tenderers will be returned/refunded. In case the EMD was submitted in the form of RTGS, the EMD amount will be refunded through e- payment for which the bidders will have to submit the duly filled in Bank Mandate Form attached at Annexure - I. The EMD of successful tenderer shall be returned after submission of acceptable Contract- cum - Performance Bank Guarantee(CPBG).

If the successful bidder fails to submit the CPBG, the EMD will be retained. In such case differential amount towards CPBG and EMD may be deducted from the bills of vendor, which shall be released after receipt of acceptable Contract- cum -Performance Bank Guarantee (CPBG).

- 5.5. In the event of non-execution of Order & non-submission of CPBG, the EMD will stand forfeited.

6.0 MODIFICATION & RE-SUBMISSION OF BIDS:

- 6.1 Bidders may withdraw their bids online in GeM portal within the end date of bid submission and may submit the fresh bid

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

- 6.3 No bid shall be allowed to be withdrawn in the interval between the deadline for submission of bids and the expiration of bid validity period.

7.0 OPENING OF BIDS:

- 7.1. The Technical bid shall be opened on the bid due date and time as per GEM guideline. However, NALCO reserves the right to extend Bid Opening Date. In case of extension of Bid Opening Date, the same shall be hosted in GeM Portal.

- 7.2. The Financial bid of only those bidder whose technical bid is found to be acceptable will be opened.

8.0 Guideline to bidder on Reverse Auction

- i. Starting bid price shall be the L1 offer price (RS/MT) at 70% CaO against the tender as per price calculation given at Annexure-D. While offering their price in bid to RA i.e. during reverse auction, the bidders offering CaO more than 70% should calculate their offered price equivalent to 70% CaO as per bid/price evaluation criteria given in Instruction to bidder.

For example, for bidders offering 75% CaO, should quote their price in reverse auction as Offer price (FOR Damanjodi price inclusive of Packing, loading & Forwarding, railway freight ,GST etc.) on 75% CaO basis X (70/75) as indicated above at para **Note for Financial Bid in GeM Portal**

However, if such bidders are found eligible for ordering, order will be placed by de-normalizing the aforesaid factor.

- ii. GeM Portal Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all.
- iii. The RA shall be conducted as per the guidelines of GeM portal.
- iv. GeM/Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site/reverse auction link etc irrespective of the cause.

9.0 INTEGRITY PACT:

- 9.1. The accompanying 'Integrity Pact' attached at Annexure - K of Tender documents is to be executed. Integrity Pact is to be duly signed by the person(s) signing the bid.
- 9.2. All the pages of the Integrity pact are to be signed by the bidder. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses. The Bidders should not change the contents of the Integrity Pact.
- 9.3. 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.
- 9.4. The Integrity Pact duly signed and stamped is to be uploaded in GEM portal along with their unpriced bid failing which offer may be liable for rejection.
- 9.5. At present, there is a panel of three Independent External Monitors (IEM) in NALCO. Their contact details are given as below

Mr. Hare Krushna Das IAS (Retd.) House No. 829, Sector-8 Gandhinagar, Gujarat- 382007 Mail ID: hkdash184@hotmail.com	Ms. Deepa Krishan IRS (Retd.) C-2603, Sushant Lok-1 Gurgaon, Haryana -122002 Mail ID: deepakrishan@gmail.com	Ms. Meeran C Borwankar IPS(Retd) C10/5, Vasant Vihar New Delhi-110052 E-mail: mcborwankar@gmail.com
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Bidder may write to either of the IEMs through e-mail for their grievances **related to Integrity pact, if any**, giving details of the tender, name of the tender issuing officer etc. for quick identification of the tender by the IEM to resolve their grievances.

***Note:** For any tender related queries, bidder may write Mr. Dhruvajyoti Saha Ray, Dy.Manager (Matls.), Mail ID: dhruvajyoti.ray@nalcoindia.co.in or Mr. S.K. Ranjan, GM(Matls) email: Shashi.ranjan@nalcoindia.co.in*

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

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.

- 11.0 The buyer 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.
- 12.0 Prior to the expiration of bid validity, NALCO will issue a Letter of Intent or Purchase Order to the successful Bidder. The Notification of Award will constitute the formation of the Contract. Delivery Period/ Completion Period may be counted from the date of Notification of Award/ Purchase Order/LOI.
- 13.0 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. 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 buyer 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. 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.
- 14.0 **GUIDELINES FOR ELIGIBILITY OF A "BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA":**
All the clauses of Order No. F. No. 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>)
- 14.1 All the bidders are required to submit compliance certificate as asked in the above order No. F.No. 7/10/2021-PPD (1) dated 23.02.2023. The model certificate is given below:

Model certificate for tenders:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all the requirement in this regard and is eligible to be considered."

If the above certificate given by a bidder whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/termination of contract and further legal action in accordance with law.

- 15.0 The Tender quantity is tentative and shall not be taken as NALCO's final requirement. Buyer reserve full rights to reject all or any of the tenders or to accept tender either in full or a part of it. The tenderer should be prepared to accept order for any quantity decided by the Buyer subject to the maximum of offered quantity of the concerned bidder.

- 16.0 The terms and conditions of this NIT will supersede corresponding terms & conditions in Government E-Marketplace (GeM) portal unless otherwise specifically stipulated in this NIT.

**BQC AND OTHER STANDARD COMMERCIAL TERMS & CONDITIONS FOR
PROCUREMENT OF LIME**

1. SCOPE OF SUPPLY:

Bidder to supply “Best quality Handpicked burnt quick lime having 2-4 inch size (while packing at source) and having minimum active CaO content of 70% at destination (NALCO, Damanjodi) in duly packed condition in new non-returnable HDPE bags of 50 Kg capacity as per detailed specification contained in Annexure-B1

2. QUANTITY & DELIVERY SCHEDULE:

Total tender quantity: **48,600 MT** (+/-5%) i.e. around 18 rake loads including trial order of one rake of 2700 MT (+/- 5%) for new vendor.

This quantity is to be supplied within a period of six months from the date of placement of order on full rake-load basis starting from one month of placement of order. The quantity and delivery schedule are tentative and the supply is required to be made and regulated as per requirement of NALCO to be intimated from time to time. In case of any leftover quantity unexecuted due to rescheduling of NALCO's requirement, the contractual period will automatically get extended till the full quantity is supplied, without any extra financial implication to Nalco excepting the statutory changes in taxes & duties.

3. BIDDER'S QUALIFYING CRITERIA:

- (a) **Eligibility of Bidder:** Only Class I local suppliers as defined in PPP-MII order 2017 and revision thereof are eligible to participate in the tender.
- (b) **Minimum Offer Quantity:** The offer of the bidder will be considered only if they can supply a minimum quantity of 5,400 MT (2 Rake loads) of Quick lime through Rail mode. The quantity offered shall be in multiples of Rake loads. However, for new bidder or bidder offering to supply lime from a new manufacturer (other than our established 14 manufacturer given in NIT), the minimum offer quantity shall be 2,700 MT (1 rake load) only.
- (c) **Minimum Supply Experience:** The bidder must have minimum supply experience of 5,400 MT of Quick lime in a year in any of the last two financial years (i.e. FY 2023-24 and FY 2024-25) including supply of at least one rake of Lime (2,700 MT approx.) in any of the last seven years preceding the bid submission date.

Bidder must submit CA certificate / RR copy indicating supply experience of bidder by railway rake.

All the bidders who manufacture lime must enclose maximum production of lime and supply experience in financial year 2023-24 and 2024-25 duly certified by a chartered accountant /chartered engineer or supporting documentary evidence i.e. Invoice copies matching with declared quantity.

Bidders (Other than manufacturers) to furnish only supply experience of Quick lime and should indicate in their offer the name of manufacturer/s from whom they intend to supply Quick lime to NALCO- Alumina Refinery along with back-up support letter of

manufacturer/s, confirming allocation of quantity of lime for the above tender and indicating the maximum production capacity per annum.

Certificate issued by Chartered accountant/Chartered engineers regarding production and supply experience as mentioned above must bear the name and designation of authority issuing the same.

Offer not accompanied by above details is liable for rejection.

- (d) **Turnover:** Average annual financial turnover of the bidder during the last three financial years 2022-23, 2023-24 and 2024-25 should be at least Rs **5.42 Cr.**

The Annual Turnover shall be escalated @ 10 % (Ten Percent) per annum (simple interest) to bring them at current Price level. The Annual turnover of the latest previous year shall not be considered for any escalation.

- (e) Net worth of the bidder during the latest financial year i.e- 2024-25 shall be positive as per audited balance sheet.

The bidders have to submit the copies of audited financial statements/profit & loss accounts of the relevant years in support of the above qualifying criterion along with the bid. For bids received prior to 30th June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30th June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/Auditor for consideration of their bid.

- (f) The above condition of "Prior turnover & prior experience" is not applicable to all Startups recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, Govt. of India.
- (g) Suppliers who have failed to execute NALCO's order due to which their Contract-cum-Performance Bank Guarantee (CPBG) has been encashed along with their allied firm, suppliers who have not settled NALCO's claim against Risk & Cost procurement along with their allied firms and the bidders who are banned by Nalco along with their allied firms will not be considered against the present tender.
- (h) New bidder who have been awarded trial orders earlier and have failed in such trial orders against two consecutive tenders, will not be considered for evaluation for the subsequent three tenders.

4. The following supporting documents are to be furnished by the bidders:

- a) The bidder has to enclose " valid pollution control board clearance certificate at the time of submission of tender"/ "proof of renewal application in this regard if it is expired " if bidder is a manufacturer of quick lime.
- b) The bidder has to enclose "valid Mine lease agreement" in case of own mine / "Lime stone purchase agreement with Mine owner at the time of submission of tender" if bidder is a manufacturer of Lime /"proof of renewal application to this regard if it is expired"
- c) Bidders (Other than manufacturers) to furnish only supply experience of Quick lime and should indicate in their offer the name of manufacturer/s from whom they intend to supply Quick lime to NALCO- Alumina Refinery along with back-up support letter of

manufacturer/s, confirming allocation of quantity of lime for the above tender and indicating the maximum production capacity per annum. Manufacturer's back-up support letter (duly signed and stamped by authorized person) must specify (i) NALCO's tender reference number and date (ii) confirmation that back-up support letter is valid till execution of the order, in the event of placement of the order to concern trader-bidder, (iii) confirmation that it can't be withdrawn prior to expiry of validity of the offer of the concerned trader-bidder. In case of multiple back-up manufacturers, back-up support letter as afore-mentioned from each manufacturer is to be submitted and (iv) Valid pollution control board clearance certificate of the manufacturer at the time of submission of tender/ proof of renewal application to this regard if it is expired. (v) valid Mine lease agreement or proof of renewal application to this regard if it is expired / Lime stone purchase agreement of the manufacturer at the time of submission of tender.

- d) Confirmation of submission of test certificate towards lime purity along with each consignment by the bidders.
- e) Declaration of having covered godown space of 2700 MT by the bidders.
- f) Declaration about nearest Railway siding from where rake to be loaded and covered storage space available at Railway siding by the bidders

Offer not accompanied by above details is liable for rejection.

- 4.1 New bidders to supply lime from new sources of lime stone (Manufacturer(s) /Agencies) without any past supply experience to NALCO-Alumina Refinery shall be considered for trial order subject to compliance of "Technical terms and conditions for the new vendors/bidders from new source of lime stone as per Annexure B2" and being competitive in the inter-se position. The total trial order quantity for such bidder shall be limited to 1 Rake or 2700 MT.
- 4.2 Technical terms and conditions for Established vendors / bidders as per Annexure B1 shall be applicable for established manufacturers/vendors and also bidders sourcing lime from established manufacturers.
- 4.3 Bidders (Other than manufacturer/s) offering to supply lime from the list of 14 established manufacturers/vendors indicated below will not be required sample testing/ trial of lime.

Sl No	Name of the Established Manufacturers cum vendors
1	M/s Raj Lime Products, Jodhpur
2	M/s Raj Chemicals & Minerals, Jodhpur
3	M/s Durga Lime Industreis, Jodhpur
4	M/s Hind Lime Products, Jodhpur
5	M/s Shree Ram Lime Products, Jodhpur
6	M/s P.R.Minerals, Jodhpur
7	M/s Santosh Chemicals, Jodhpur
8	M/s Gotan Stone Lime, Jodhpur
9	M/s Puja Minerals, Jodhpur
10	M/s Shree Ram Lime Chem, Jodhpur
11	M/s Swastik Chemical Lime Industries, Jodhpur
12	M/s CIMMCO, Nagpur
13	M/s Dheradun Calcium Minerals Pvt.Ltd., Jodhpur
14	M/s Gotan Lime Pvt.Ltd., Jodhpur

5.0 Allocation of quantity to bidders:

- (a) Buyer will procure the tender quantity (*excluding trial order of one rake*) by placing orders on minimum three parties. Parties other than L1 bidder will be asked to match the L-1 price for distribution of order, in order of pricing position in the tender. Percentage of distribution, in order of pricing position in tender subject to matching the L-1 price, will be in the ratio of 50:30:20 (rounded off to multiple of nearest rake load considering each rake load quantity as 2700 MT). However, the above distribution may be changed in the event party eligible for ordering as per pricing position in the tender have offered/acceptable for lesser quantity. The distribution of order quantity can be made to more than three parties to cover the full requirement. The guidelines for distribution of order quantity shall be as per clause 3B of the Public Procurement (Preference to Make in India), Order 2017- Revision regarding dated 16.09.2020 & subsequent revisions thereof.
- (b) The bidders, who have not supplied Lime to NALCO earlier *or have not successfully executed trial order* may be considered for trial order of a maximum quantity up to 2700 MT $\pm 5\%$ (1 rake load). Only one such techno-commercially acceptable new bidder shall be considered for trial order quantity subject to being L1 in the tender/ matching the L1 /negotiated L-1 price as per inter-se pricing position.
- (c) The qualified MSEs participating in the tender, who have quoted within the price band of L-1 +15% will be given a chance to match with L1 price in order of their bid position and take order for supply of up to 25% of the tender quantity (excluding trial order) subject to L-1 price matching, if the L1 bidder is other than a MSE.
- (d) First the quantity will be allocated to eligible L-1 bidder with 50% of tender quantity (excluding trial order) or the quantity offered by them whichever is lower. Thereafter, 25% of tender quantity will be allocated to qualified MSEs. Thereafter the balance quantity will be allocated to next higher bidder (L-2 bidder onwards) as per inter-se price position, subject to matching of L-1 price, till the total tender quantity is covered.
- (e) In case of more than one such MSEs in the tender, the quantity shall be shared proportionately to their tendered quantity considering rake load quantity of 2700 MT.
- (f) When there is no participation from MSEs or when MSEs do not match the L-1 price, then the reserved quantity for MSEs shall be available for other qualified bidders.
- (g) In case of participation of SC/ST category qualified MSEs, 6.25% of tender quantity (one rake load of 2700 MT) shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs as above, subject to matching with L-1 price in the tender.
- (h) Further in case of participation of qualified women owned MSEs, minimum 3% of tender quantity (one rake load of 2700 MT) shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs, subject to matching with L-1 Price in the tender.

- (i) When there is no participation from SC/ST category / women owned MSEs or when SC/ST category/ women owned MSEs do not match the L1 price, then the tender quantity reserved for them shall be available for other MSEs.

6. **Determination of eligible quantity:**

The bidders are required to submit maximum annual production / supply experience of Quick Lime in the last 2 financial years i.e. 2023-24 and 2024-25.

The eligibility of quantity for a bidder shall be 20% extra over maximum of two financial years 2023-24 and 2024-25 production/supply experience or quantity offered by vendor whichever is lower. Since this tender has been invited to meet our 6 months requirement, the maximum annual production or maximum supply experience furnished by the bidders shall be divided by two plus 20% extra, or quantity offered by vendor whichever is lower.

7. **CONTRACT CUM PERFORMANCE BANK GUARANTEE:**

Successful tenderers shall submit a composite Contract-cum-Performance Bank Guarantee for **5% of contract value** from any Bank approved by NALCO (Annexure H) and as per NALCO's format (Annexure G) within 15 days from the date of PO towards the successful execution of the contract and performance guarantee obligations. The BG shall remain valid beyond three months from the expiry of the contract period. Subject to any deduction which NALCO is authorized to make, Contract-cum-Performance Bank Guarantee shall be released after satisfactory execution of the Contract. On the breach of the contract by the supplier, Contract-cum-Performance Bank Guarantee shall be forfeited/en-cashed whether or not the company has suffered a loss on this account and Purchase Order will be rescinded. Forfeiture/encashment of Contract-cum-Performance Bank Guarantee does not prejudice NALCO's right to make risk purchase and recover the damages on account of such risk purchases. However, credit may be given for the Contract-cum-Performance Bank Guarantee forfeited /en-cashed in appropriate cases. In case, contract-cum performance bank guarantee (CPBG) gets reduced/ deducted for reasons of non fulfilment of any contractual obligation then the reduction/ deduction shall be done with applicable GST at the time of settlement.

NOTE: The original Bank Guarantee is required to be sent directly by the Bank under Speed Post or Registered Post (AD) to the address given in the tender documents. The bidder will submit photo copy of Bank Guarantee self certified mentioning dispatch reference of bank where from original was sent.

8. **TRANSPORTATION & DELIVERY:**

Transportation of Lime shall be on full rail rake loads except 100MT of trial quantity by road for new suppliers. The delivery is on FOR, Damanjodi basis and therefore packing, forwarding, loading and transportation including transit insurance are the responsibility of the supplier. While dispatching by rail, the doors of the wagons should be sealed properly to avoid water ingress. It will be the responsibility of the supplier to ensure proper closing & sealing of the door and handle (latch) of the wagons after loading is completed so as to ensure that the consignment reaches at destination in good condition without tampering and will also avoid pilferage, ingress of water etc. into the wagons loaded with lime. While dispatching by rail, the doors of the wagons should be covered with polythene sheets from inside the wagons

so as to avoid water ingress from outside to inside of the wagons. Unloading at site will be arranged and paid by NALCO.

9. WEIGHMENT:

The trucks or rake load will be weighed at NALCO's road bridge or in-motion weighbridge. The quantity accepted will be on the basis of Challan / LR/RR actual weight or weight at NALCO's Road/in-motion weighbridge whichever is less and payment will be done accordingly.

However, a weighment tolerance of minus 0.5% will be applicable on the Challan/LR/ actual RR weight. If the actual weighment quantity at Damanjodi Weighbridge is within the above (-) 0.5% tolerance, the Challan/LR/ actual RR weight will be considered as receipt quantity. However, if the weighment quantity is beyond minus 0.5%, then the actual weighed quantity will be considered as receipt quantity. If the actual weighment quantity is above the challan /LR/actual RR weight, the challan /LR/actual RR weight shall be considered to be the actual receipt quantity.

The final receipt quantity so derived shall be considered for payment of cost and freight if the lime supplied is accepted after sampling and analysis, read with the condition of 'ACCEPTANCE CRITERIA & PAYMENT' clause.

Further it may be noted that in respect of Rail Despatches, the printed "Sender's weight" indicated in the RR shall only be considered for the above purpose. Manual correction to the "sender's weight" shall not be entertained under any circumstances."

10. PRICE:

Offers should be made on FOR DAMANJODI basis inclusive of taxes, duties, packing, forwarding, transit insurance and freight. **The rail distance from the railway siding of dispatch to our destination Damanjodi (Siding code-NLOD) and present freight duly certified by Railway authorities /downloaded from FOIS (Railway website) must accompany with the offer.**

The price shall remain firm during the pendency of the contract including time extension for left over quantity, if any, except for statutory variations in taxes/duties and increase in Rly. freight charges due to hike in the rail freight. However, under-loading charges, if any, will be to supplier's account.

11. VALIDITY:

Offers should be valid for a period of **120 days** from the date of tender opening.

12. TRANSIT INSURANCE:

Transit Insurance will be arranged and borne by the supplier.

13. REDUCTION IN PRICE FOR LATE DELIVERY AND RISK & COST PURCHASE

Time is the essence of the contract. For delay in delivery attributable to the supplier, price will get reduced @ ½% of the order value for each week or part thereof subject to maximum of 5% of undelivered portion. NALCO also reserves the right to procure the material from alternate sources at the Risk & Cost of the supplier, giving 15 days notice, if the supplier fails to execute the contract as per the terms and conditions of the order. Any increase in taxes and

duties after expiry of the delivery period will be to Supplier's account. This will be without prejudice to the rights of NALCO for any other action including termination. Any deduction towards Price Reduction Schedule (PRS) shall be with applicable GST at the time of settlement.

- 13.1 Penalty Condition: In case of non-supply of material within PO delivery date, penalty will be recovered from the seller for unexecuted PO quantity as below in case buyer decides not to extend the PO delivery date at its option.

Penalty=X % of PBG amount, with applicable GST.

Where in X %=(Unexecuted PO quantity/Total order Quantity)*100

14. It will be the total responsibility of the supplier to ensure all co-ordination with Railway Authorities for quick & timely placement of rake after despatch clearance is given and also for timely delivery of the rake at our site.
15. It will be the responsibility of the supplier to ensure that railway freight is paid as per the schedule rate of Railway and shall ensure the refund/adjustment of excess freight amount. The loading into the wagons will be done within the limit prescribed as per Railway Rules. Any extra implication arising out of under-loading/penalty imposed by railways on account of over-loading or otherwise, shall be to supplier's account.

16. **PAYMENT:**

Based on the results of analysis of lime by Nalco's laboratory with acceptance criteria & penalty clause as mentioned in the tender, payment will be made within 30 days if payment is made outside GeM or as per GeM guidelines if payment is made through GeM on receipt and acceptance of material against submission of documents like RR, Tax Invoice to GM (Chemical), National Aluminium Company Ltd., Damanjodi 763008, Dist. Koraput (Orissa). This payment will be made by way of E-payment.

17. **TERMINATION OF CONTRACT:**

NALCO shall have the right to terminate the contract by giving 60 days notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, NALCO will have right to terminate the contract by written notice to the Seller.

18. **ARBITRATION:**

Refer to Annexure-"M"

19. **FORCE MAJEURE:**

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

20. NALCO reserves the right to accept any tender in full or to reject any or all tenders without assigning any reasons thereof. Nalco also reserves the right to place order for full quantity or part quantity against this tender.
21. No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of NALCO in writing.
22. In case the tenderer has entered into Rate Contract with DGS&D/EPM, a copy of Rate contract must be sent along with the tender.
23. The tenderer is required to comply with the environmental policy of NALCO.
24. In technical bids, the bidders should furnish a list of its Partners/Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.
25. The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. **The bidder shall give an Affidavit to this effect.** The Affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary.
Besides, bidder should furnish Litigation History of their firm or group firm. The litigation history shall include:
 - (i) Arbitration cases pending
 - (ii) Disputed incomplete works
 - (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
 - (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
 - (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings
26. **Nalco will go for Bid to RA in GeM portal. After completion of Reverse Auction inter-se pricing position will be determined.**
27. **TAXES & DUTIES :**
 - i. Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the goods and/or services applicable to invoices raised on NALCO within the contractual delivery date /period (including extension approved if any) shall be on NALCO's Account against submission of documentary evidence.
 - ii. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Contractor's Account.
 - iii. It would be the responsibility of the contractor to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements

as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with NALCO's GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime.

- iv. The contractor would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non-updating of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to NALCO. In case, contractor does not issues credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with statutory levy/Tax, if any, payable on such recovery.
- v. Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- vi. The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- vii. In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with statutory levy, if any, payable on such recovery.
- viii. NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- ix. The payment of GST is subject to reflection of party's invoice in GSTR 2A of Nalco.
- x. To enable NALCO to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.
- xi. The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment..
- xii. In case, NALCO is not able to take Input Tax Credit due to any non-compliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc).
- xiii. Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.

- xiv. Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- xv. Any deductions/penalties/compensations levied on contractors as per the terms of the contract shall attract GST and the contractor is liable to pay the same at applicable rate along with the penalty/deduction amount.

28. **Tax Deduction at Source under GST**

As per section 51 of CGST Act 2017, Nalco shall deduct at source @ 1% CGST & @ 1% SGST for intra state transaction and @2% IGST in the case of interstate transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is more than Rs.2,50,000/-.

However, no deduction shall be made if the location of the supplier & the place of supply is in a state or union territory, which is different from the recipient's registration state. In case of Govt. organizations, PSU suppliers also, no deduction shall be made.

E-way bill and provisions contained therewith, which is covered under Sec 68 of the CGST act 2017 and rule 138 made thereunder, shall be the responsibility of the supplier.

29. **DEDUCTION OF INCOME TAX & ANY OTHER TAX :**

- i. Notwithstanding anything contained elsewhere in the contract, NALCO shall deduct at source from the payment due to the contractor, the taxes as required or as amended from time to time or under any statute. The amount so deducted shall be deposited by NALCO with the appropriate Authorities as per Law. It is for the contractor to deal with the appropriate Authorities directly in respect of any claim or refund relating to the above deductions and NALCO shall not be liable or responsible for any claims or payments or reimbursement in this regard.
- ii. Nalco will deduct applicable TDS under Section 194Q of income tax act at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs. 50 lakh in a financial year.

30. **Conflict of Interest:**

A bidder shall not have conflict of interest with other bidders. Such conflict of interest may lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified.

In Techno-commercial bids, the bidders shall be required to furnish a list of its partners/ Directors and a declaration that such Partners/ Directors have no interest in any other bidders in respect of the same tender. They shall also be required to give a declaration giving the names of other proprietorship concerns/ agencies/ partnership firm/wholly owned or partly owned subsidiary/Associate Companies/Holding Companies/Joint Venture Companies etc., where they are having financial/ professional stakes or where they are members and shall also give a certificate, that no such firm/ agency/Company is participating against the subject tender.

The declaration by bidder should be certified by a Chartered Accountant. In determining allied firms/ conflict of interest among bids submitted against the tender, the following shall be taken into consideration:

(i) Whether they have Board of Directors/management/partners in common as per Annual Report/ declaration submitted against the tender.

(OR)

(ii) Whether they have received any direct or indirect subsidy/ financial stake from any of them. (As per declaration by the bidder)

(OR)

(iii) Whether they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder. (As per Declaration by the bidder)

(iv) The bidder participates in more than one bid in the bidding process. (As per documents/declaration submitted)

(v) They have the same legal representative/ agent for the purpose of the bid. (As per documents/ declaration submitted)

Note: A principal can authorize only one agent, and an agent should not represent or quote on behalf of more than one principal. There can be only one bid from the principal manufacturer directly or through an agent on his behalf. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate or Standardized Certificate.

(vi) Bidder or any of its affiliates participated as consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid. (As per documents/ declaration submitted)

(vii) In the case of a holding company having more than one independently manufacturing unit, or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to subsidiary/Associate Companies/Holding Companies/Joint Venture Companies etc.. Bidders must proactively declare such subsidiary/Associate Companies/Holding Companies/Joint Venture Companies etc./ management units in same/ similar line of business. (As per documents/ declaration submitted)

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

Note: The bidders should note that the declaration(s) submitted by them duly certified by Chartered Accountant shall solely be considered for evaluation of their offer. No other document(s) submitted or references made, if any shall be considered for evaluation purpose.

31. Bidders are required to submit a declaration that the information/ documents submitted against the tender are true and bonafide. The bidder will be responsible for the authenticity of the documents/ information submitted against the tender. In case any information provided by bidder is found to be incorrect or false, the bid will be liable for rejection and actions will be taken as deemed fit.

ANNEXURE 'B1**TECHNICAL TERMS & CONDITIONS FOR ESTABLISHED VENDORS****SPECIFICATION OF LIME & PACKING, TESTING & ACCEPTANCE /PENALTY CRITERIA.****1. DETAIL SPECIFICATION OF LIME & PACKING OF MATERIAL**

Handpicked burnt quick lime having more than 85% of material in the size range of 2 inch to 4 inch (while packing at source) and having minimum active CaO content of 70% at destination (NALCO, Damanjodi).

Lime having active CaO content of 70% to 75% is preferred. Lime in duly packed condition in new non-returnable HDPE bags of 50 kg capacity with the bag specifications in line with is IS-9755:2003 and all subsequent amendment/revision thereof to be supplied in rake.
(Material safety data sheet to be furnished by the supplier)

HDPE BAGS SPECIFICATION :

Size: 24 x 36 inch (inner dimension)

24 x 37 inch (outer dimension)

Tolerance limit: + 20 mm, - 10 mm

Mesh: 10 x 10 (uniform)

Lamination thickness: 150 gauge (+/- 10%) (Virgin LDPE)

Avg. weight of bag: 150 grams (+/- 5%)

Fabric strength: length 69 Kgf : Width 87 Kgf

Stitching: as per is 10789:2000 and all subsequent amendment/revision thereof.

(Bags filled up with lime should be machine stitched).

(The supplier is required to submit a copy of certificate from the manufacturer of HDPE bags confirming that the bags are manufactured as per is 9755:2003 and all subsequent amendment/revision thereof along with the dispatch document of each consignment).

PRINTING SPECIFICATION ON THE BAGS:

Lime for NALCO (in red colour)

Manufactured by (supplier's name) & month of manufacture (in blue colour)

2. PACKING/BAGGING:

New HDPE bags as per IS 9755-2003 are to be used for packaging as per the details indicated in Clause-1 of Annexure-B1. The stitching of the bags is to be as per IS10789:2000. After filling up of the lime in new HDPE bags, mouth of the sack is to be machine stitched.

3. SAMPLING & ANALYSIS:

Sampling & analysis of the supplied lime with respect to CaO content will be carried out at receiving point (NALCO Damanjodi site). The acceptance of material is based on the analytical result of NALCO's lab, which will be final and binding on both supplier & the buyer and the payment will be regulated accordingly. The sampling method is as per clause 8.1 of Annexure-B1. The testing method for determination of active CaO content in lime is in line with IS 1514:1990 (reaffirmed 1996); "sugar method" and all subsequent

amendment/revision thereof, however exactly as per clause No. 8.2 of Annexure-B1. The vendor has to submit In-House or Govt. approved lab test certificate confirming that the material supplied is as per the specification given.

4. **ACCEPTANCE CRITERIA AND PAYMENT:**

- A. Arrangement of rake on payment of freight, loading & transportation to destination will be the supplier's responsibility. Rail Freight charges will be paid by way of E-payment on receipt of original RR/LR along with claim, original weighment sheet from Traffic Dept. & letter from Operation Department. The original RR/LR along with Claim is to be sent through a public courier/dak to DGM (Operation), NALCO, Damanjodi. Quantity for payment purpose shall be made on the basis of clause No. 5.

B. Acceptance Criteria and Penalty clause:

1. Point of Receipt - Damanjodi.
2. Total Weight of the Consignment will be "T" MT as per clause No. 5.
3. Guaranteed Active CaO% at the point of receipt by Vendor = X%
4. The sampling and analysis as per enclosed procedures clearly laid down in the NIT.
5. For every corresponding sample (representing three wagons), there will be one analysis w.r.t. active CaO%, the entire rake shall be considered as one lot for acceptance or rejection.
6. If all the individual sample analysis results are above or equal to the minimum guaranteed value X% as per the P.O. (limited to CaO content of 75% maximum in line with the bid evaluation criteria mentioned at clause No. 7), then the entire rake load of lime is accepted without any penalty.
7. However, if any of the individual sample results is/are below the guaranteed value, the active CaO% of the entire rake load of lime shall be calculated by using the expression $P\% = (\bar{X} - 0.6R)$ in line with the clause No. 4.7 of IS 1514:1990.
Where,
 \bar{X} = mean result i.e. arithmetic average of all the individual active CaO% test results.
R = the range i.e. difference between the maximum and minimum value of the individual active CaO% test results.
8. If "P%" is $\geq X\%$, payment shall be released as per the ordered price.
9. If P % is more than equal to 60% and less than X%, then the corresponding Lot will be liable for penalty as below.
 - (a) For Deviation within 5% i.e. (X-P) is ≤ 5 ,
Then the Penalty/MT= $\{(X-P)/X\} \times (\text{Landed cost}) \times (1.2)$ in Rupees
 - (b) For Deviation more than 5% i.e. (X-P) is > 5 ,
Then the penalty/MT= $[\{(5/X) \times (1.2)\} + \{(X-5-P)/(X-5)\} \times (2.5)] \times (\text{Landed cost})$ in Rupees.
10. If P is <60% (when active CaO content falls below 60%), then the total rake load quantity of Lime will be rejected. The material will be forfeited and no payment for both cost of material & railway freight shall be made to the party for such rejected materials.

C.

- (i) Since the price bid evaluation is limited to maximum CaO content of 75%, the penalty shall be calculated at < 75% CaO content for the vendors whose minimum guaranteed CaO content is > 75%.
- (ii) In case of successful bidder supplying lime having more than 75% CaO content, the payment will be limited to 75% CaO content only.

5. **Weighment:**

The rake load will be weighed at NALCO's in-motion weighbridge. The quantity accepted will be on the basis of Challan/RR actual weight or weight at NALCO's in-motion weighbridge whichever less is & payment will be done accordingly.

A weighment tolerance of minus 0.5% will be applicable on the Challan / actual RR weight.

If the actual weighment quantity at Damanjodi Weighbridge is within the above - 0.5% tolerance, the Challan / actual RR weight will be considered as receipt quantity. However, if the weighment quantity is beyond minus 0.5%, then the actual weighed quantity at NALCO's site will be considered for acceptance quantity and for the purpose of regulating cost & freight. If the tolerance is on the positive side of Challan /RR, then no extra payment for cost of material & freight will be considered.

Further it may be noted that in respect of Rail Dispatches, the printed "Sender's weight" indicated in the RR shall only be considered for the above purpose. Manual correction to the "sender's weight" shall not be entertained under any circumstances."

6. **Guaranteed quality:**

Bidder is required to indicate the guaranteed minimum CaO content in lime at destination, Damanjodi in the bid. Bidder is hereby informed that their offer shall be rejected if quoted active CaO content in lime is less than 70% at destination, Damanjodi.

7 **Bid/Price evaluation Criteria:**

All bidders are required to quote their price in GeM portal equivalent to 70% of active CaO. The normalized formula for calculation, equivalent to 70% of active CaO for is as under.

$$= \frac{\text{Intended FOR Damanjodi price (inclusive of GST) x 70\%}}{\% \text{ of guaranteed active CaO.}}$$

Explanation: If a bidder intends to offers lime with active CaO content more than 70% (say X%) guaranteed at the point of receipt ($70 \leq X \leq 75$), at Rs. Y per MT (FOR Damanjodi price inclusive of packing, loading, Rail freight and GST etc.) then the price quoted by the bidder in the GeM portal must be multiplied by a factor ($70/X$) i.e. their quoted price in GeM portal must be $(70/X) \times Y$ per MT so that their bid price can be compared with the bid price of bidder intending to bid for 70% of active CaO.

At present the GST on Lime and Railway freight transportation both is 5% only.

This is only for determining the inter-se price position of the bidder. However, if such bidders are found eligible for ordering, order will be placed by de-normalizing the aforesaid factor i.e.

the bidder will be given order for the eligible quantity for their guaranteed X% of active CaO ($70 \leq X \leq 75$) at Rs. Y per MT (Inclusive of GST).

The price bid evaluation is limited to maximum CaO content of 75%, In case of successful bidder supplying lime having more than 75% CaO content, the payment will be limited to 75% CaO content only. Bidder quoting burnt quick lime with CaO content less than 70% shall be out rightly rejected.

8.1 WORK INSTRUCTION FOR COLLECTION OF LIME SAMPLE

FROM RAKE LOAD:

Purpose

To collect sample of lime from rake load of material received.

Scope

The representative sample as collected shall be analyzed as per PO as an acceptable criteria.

Responsibility

Raw material Lab. In-charge or person deputed by him/her / HOD (QC)

To ensure proper sample collection/preparation/analysis and reporting the results.

Lime handling Area In-Charge → To co-ordinate during sampling from existing unloading contract.

Standard Equipment : a) Hammer/or suitable device
b) Laboratory Jaw Crusher
c) Shovel/Scoop
d) Pulverizer/Swing mill
e) Refill Sampler
f) Jaw Crusher and automatic refill sampler at Lime yard

SAMPLE COLLECTION & PREPARATION FROM RAKE LOAD

Activities Details

a) Sample bag collection:

- i) During unloading of Lime bags from rake at Alumina Refinery site, one bag from each wagon shall be collected at randomly.
- ii) All the bags, collected during unloading, are to be marked properly in chronological order and shifted to crusher house, where sample preparation shall be done. From the marked bags, three bags in chronological order shall be chosen to make a composite.
- iii) The contents of every three bags is to be mixed together to form a composite sample representing three wagons. Accordingly a total of 14 composite samples are to be prepared and analysed which shall represent the whole rake.
(In case, the number of wagons received in a rake is not a multiple of three then last four bags shall be considered as one sample or last two bags shall be considered as one sample as the case may be. This means that up to 40 wagons in a rake the number of samples to be prepared & analysed shall be 13 and in case the number of wagons in a rake is 41, there shall be 14 samples to be prepared and analyzed).

b) Sample Preparation :

- iv) Lime material in the bag is put into hopper of the jaw crusher and crushed to 10-15 mm size and reduced to approx. 6 kg by **coning and quartering method as mentioned at point (v) below**. In case of shutdown or breakdown of jaw crusher, the bag is emptied on a hard clean surface and big lumps are reduced by breaking using hammer or suitable device to make it uniform size.
 - v) Flatten the cone and divide the mass obtained into four equal parts. Remove the two diagonally opposite parts. Mix the two remaining parts together & form a cone out of it, again repeat the operation of coning and quartering till finally about 6 Kg (Approx) of the sample is obtained.
 - vi) Similarly, other two bags are reduced to 6 Kg (approx) as per (v) above.
(Automatic Riffle sampler shall be used at lime yard on availability instead of reducing manually.)
 - vii) Then $(6 + 6 + 6) = 18$ Kg each representing 3 bags or 3 wagons shall be mixed thoroughly and reduced to 6 Kg (approx.) by again coning & quartering or automatic riffle sampler on availability. Then the crushed composite samples marked in chronological order i.e. all the 13/14 samples are brought to Laboratory for further processing/analysis.
 - viii) All these 13 or 14 samples are reduced to approx. 300 gms by manual coning and quartering method.
 - ix) Then all the 13/14 composite samples of 300 gms portion each is ground to fines by a pulverzier/swing mill/in a suitable device. The ground powder samples are kept in air tight polythene bags separately with proper identification & shall be used for analysis.
- c) **Reference Sample:**
Each ground sample is divided in two parts. One part is taken for analysis and the second part from all the 13 or 14 samples with proper marking shall be kept separately at a suitable place and to be used in case of an approval for re-analyzing, however, within 72 hours of completion of the 1st test.

8.2 WORK INSTRUCTION FOR ANALYSIS OF LIME

Objective

For analysis of available CaO% in burnt lime sample

Standard Laboratory Equipment

- Heater
- Conical flask
- Weighing balance of least 0.0001 gm
- Magnetic stirrer
- Magnetic bar

Reagents :

- 0.1 N HCl solution
- 0.1 N NaOH solution
- 15% sugar solution in DM water
- 0.5% phenolphthalein solution in rectified spirit/Ethyl alcohol
- Rectified Sprit / Ethyl alcohol

SUGAR METHOD(IN LINE WITH IS : 1514-1990)**Procedure:**

Weigh accurately about 1 gm of the finely powered lime in to a 500ml volumetric flask and wet it with the minimum amount of rectified spirit/ Ethyl alcohol. Shake / Stir on a magnetic stirrer intermediately with about 400 ml of sugar solution for three hours and dilute to the mark. Filter through a coarse dry filter paper (Whatman no.40 or its equivalent) into a dry flask. Discard the first 25 ml of the filtrate. Pipette out 50ml from the filtrate in to another flask, and 50ml of standard hydrochloric acid (0.1N) and titrate with standard sodium hydroxide (0.1N) solution using phenolphthalein as indicator.

Run a blank using 50ml of sugar solution and 50ml of standard hydrochloric acid (0.1N).

Available CaO% = $28.04(A-B)N$

M

A= Vol.in ml of standard NaOH solution used in blank

B= Vol.in ml of standard NaOH solution used in sample

N= Normality of NaOH solution

M=Sample Weight in gms.

9. **WHAT WILL HAPPEN IF LIME GETS REJECTED ON ACCOUNT OF LOWER CaO CONTENT?**

- (a) The bidders should note that in case CaO content in the supplied lime is less than 60%, the same adversely affects the productivity of the relevant plant apart from causing environmental hazards. Moreover, retention of such material is not possible as the same would occupy limited space available with NALCO for storage of burnt lime. Burnt lime is a rapidly perishable commodity. There are very limited options for logistical, environmental friendly and feasible disposal system available at Alumina Refinery, Damanjodi. Thus the tenderers are made aware that such material shall be forfeited and no compensation whatsoever will be made. Such forfeited material would be disposed off by NALCO in any manner at its discretion including disposal through production process. The suppliers are advised in their own interest to strictly ensure that the Calcium Oxide content of the material is of the desired level and at all events above 60%.
- (b) The successful bidders are advised to ensure that a duly authorized representative is present at the time of unloading of goods, sampling and analysis. It is made clear that in the absence of such a representative, NALCO shall proceed for unloading, sampling and analysis, as per prescribed methodology stipulated in the terms of tender.
- (c) The sample shall be divided in two parts. One part will be analyzed and another part shall be preserved in sealed condition for future reference, if any maximum up to a period of 72 hours.
- (d) NALCO shall maintain detailed records regarding the procedure followed for unloading, sampling, analysis and observations.

- (e) The documents relating to recording of unloading, sampling and analysis shall be signed by the authorized representative of the successful bidder/supplier. In the event, the representative is not available at the time or refuses to sign the same, NALCO will go ahead with the process by appropriately recording regarding non-availability/non-cooperation of successful bidder's representative.
- (f) The final report of the analysis shall be handed over to the representative of the successful bidder immediately. However, if the representative is not available or otherwise refuses to receive the same, the report will be sent under registered post with A.D.
- (g) The successful bidders may request for re-testing of the sample already drawn, analyzed and preserved within 24 hours of communication of results of analysis subject to the condition that the supplier's representative is available on site during unloading, sampling and analysis. However, such requests may not ordinarily be accepted. Any such request shall be disposed of by the competent authority i.e. ED (M&R) whose decision will be final and binding. In the event of the re-testing being approved by the competent authority, the first set of analysis for all the samples (which were analysed earlier and preserved) shall be considered null and void. Retesting of all the samples shall be carried out and the results obtained thereof shall be binding on both, Nalco and the supplier.

**TECHNICAL TERMS AND CONDITIONS FOR THE NEW VENDORS AND BIDDERS
FROM NEW SOURCE**

Some of the vital basic characteristics of lime vary with source of lime stone. These parameters impact on Alumina Refining process like its solubility in the plant liquor, formation of TCA which is used as a filter aid, causticization of plant liquor and causticization efficiency, security filtration rate, removal of impurities from the plant liquor etc. All these parameters are directly or indirectly related with the overall operation of the plant, process efficiencies, product quality, productivity and production rate. Hence, entry of a new vendor can only be made after a proper trial of the material. As applicable for developing new vendors, the trial procedure have been devised keeping NALCO's long term interest of environment impact, quality of product and operational efficiency parameters. Establishment of a new lime vendor consisting of completion of successful trials of stage to stage of following three stages to ascertain lime suitability for the process circuit.

1. (a) The Trial:

First stage:

Laboratory Scale with 5 kgs of free Sample to find the basic characteristics of lime for suitability in process prior to the plant scale trials.

Second stage:

If suitable in first stage, short term plant scale trial will be taken-up with 100 MT of purchased lime which will be over in a day. All the tests as details in first stage are applicable in second stage. In addition, solids content of Milk of Lime shall be measured and it should be minimum at 120 gpl. Lime slaker efficiency shall be measured and recorded.

Third stage:

If the trial is found successful in second stage, the long term trial will be made with 2700 MT purchased lime. If third stage trial is successful, then the bidder may be considered for NALCO's regular requirements of lime against future tenders for supplying lime. All the tests as details in second stage are applicable in third stage. In addition, detail tests & trial procedures and parameters are elaborated at Clause No. 3.4.3.

(b) Conditions:

Besides the clause 1(a) as above, the trial supply and the processes leading to subsequent acceptance or rejection of such supplied lime shall be governed by the following conditions:

- (i) Specification of lime as per below Clause No. 2.
- (ii) Sampling, Testing, Analysis, Acceptance, Acceptance with Penalty, the Penalty criteria, Rejection, etc. as detailed under Clause No. 3.0 consisting 3.1 to 3.6 of this tender document.

These conditions have been included in this tender to give prior information on the total process of trial for the knowledge of the new parties who will be interested to supply lime to Alumina Refinery Plant of NALCO.

2. DETAIL SPECIFICATION OF LIME & PACKING OF MATERIAL:

- (i)
 - a) Handpicked burnt quick lime having more than 85% of material in the size range of 2-inch to 4-inch (while packing at source).
 - b) Active CaO content: Minimum 70% at destination i.e. at NALCO, Damanjodi.
 - c) Reactivity: Preferred reactivity of the material is 3 to 12 degree Celsius per minute. If the reactivity registers beyond this range, suitability will be observed during plant scale trial.
- (ii) **Packing:** Lime in duly packed condition in new non-returnable HDPE bags of 50 kg capacity with the bag specifications in line with IS 9755:2003 and all subsequent amendment/revision thereof to be supplied in rake. HDPE bags of 50 kg capacity with the bag specifications in line with IS 9755:2003 and all subsequent amendment/revision thereof to be supplied in rake. (Material safety data sheet to be furnished by the supplier).

HDPE Bags Specifications:

Size: 24 x 36 inch (inner dimension)

24 x 37 inch (outer dimension)

Tolerance limit: + 20 mm, - 10 mm

Mesh: 10 x 10 (uniform)

Lamination thickness: 150 gauge (+/- 10%) (Virgin LDPE)

Avg. weight of bag: 150 grams (+/- 5%)

Fabric strength: length 69 Kgf: Width 87 Kgf

Stitching: as per IS 10789:2000 and all subsequent amendment/revision thereof. (Bags filled up with lime should be machine stitched).

(The supplier is required to submit a copy of certificate from the manufacturer of HDPE bags confirming that the bags are manufactured as per IS 9755:2003 and all subsequent amendment/revision thereof along with the despatch document of each consignment).

Printing Specification on the bags:

Lime for NALCO (in red color).

Manufactured by supplier's name & month of manufacture (in blue color)

- (iii) **Delivery:** The delivery is in FOR, Damanjodi basis and therefore packing, forwarding, loading and transportation including transit insurance is included under the scope/responsibility of supplier. The Lime to be received in bagged condition (i.e. in 50 Kg in HDPE bags). The truck is required to be covered with Polythene sheets from inside to avoid water/ moisture ingress from outside to inside. In addition, the trucks need to be sealed properly to avoid water/ moisture ingress. It is the responsibility of the supplier to ensure that the consignment reaches at destination (NALCO's Refinery premises at Damanjodi) good condition without any tampering and pilferage.

3. SAMPLING, TESTING, ANALYSIS, ACCEPTANCE, ACCEPTANCE WITH PENALTY, REJECTION CONDITIONS FOR TRIAL :

- 3.1 Sampling & analysis of the supplied lime with respect to CaO content will be carried out at receiving point (NALCO Damanjodi site). The acceptance of material is based on the analysis result of NALCO's lab, which will be final and binding on both supplier & the buyer and the payment will be regulated accordingly. The testing method for determination of active CaO content in lime is in line with IS 1514: 1990 (reaffirmed 1996); "sugar method" and all subsequent amendments/revisions thereof, however exactly as follows. The vendor has to submit In-House or Govt. approved lab test certificate confirming that the material supplied is as per the specifications given. The sampling method is as follows:

3.2 **WORK INSTRUCTION FOR COLLECTION OF LIME SAMPLE FROM RAKE LOAD**

Purpose

To collect sample of lime from rake load of material received.

Scope

The representative sample as collected shall be analyzed as per PO as an acceptable criteria.

Responsibility

Raw material Lab. In-charge or person deputed by him/her / HOD (QC) → To ensure proper sample collection/preparation/analysis and reporting the results.

Lime handling Area In-Charge → To co-ordinate during sampling from existing unloading contract.

- Standard Equipment:**
- a) Hammer/or suitable device
 - b) Laboratory Jaw Crusher
 - c) Shovel/Scoop
 - d) Pulverizer/Swing mill
 - e) Refill Sampler
 - f) Jaw Crusher and automatic refill sampler at Lime yard

SAMPLE COLLECTION & PREPARATION FROM RAKE LOAD

Activities Details

a) **Sample bag collection:**

- i) During unloading of Lime bags from rake at Alumina Refinery site, one bag from each wagon shall be collected at random.
- ii) All the bags, collected during unloading, will be marked properly in chronological order and shifted to crusher house, where sample preparation shall be done. From the marked bags, three bags in chronological order shall be chosen to make a composite.
- iii) The contents of every three bags is to be mixed together to form a composite sample representing three wagons. Accordingly a total of 14 composite samples are to be prepared

and analysed which shall represent the whole rake.

(In case, the number of wagons received in a rake is not a multiple of three then last four bags shall be considered as one sample or last two bags shall be considered as one sample as the case may be. This means that up to 40 wagons in a rake the number of samples to be prepared & analysed shall be 13 and in case the number of wagons in a rake is 41, there shall be 14 samples to be prepared and analysed).

b) Sample Preparation:

- iv) Lime material in the bag is put into hopper of the jaw crusher and crushed to 10-15 mm size and reduced to approx. 6 kg by **coning and quartering method as mentioned at point (v) below**. In case of shutdown or breakdown of jaw crusher, the bag is emptied on a hard clean surface and big lumps are reduced by breaking using hammer or suitable device to make it a uniform size.
- v) Flatten the cone and divide the mass obtained into four equal parts. Remove the two diagonally opposite parts. Mix the two remaining parts together & form a cone out of it, again repeat the operation of coning and quartering till finally about 6 Kg (Approx) of the sample is obtained.
- vi) Similarly, other two bags are reduced to 6 Kg (approx) as per (v) above.
(Automatic Riffle sampler shall be used at lime yard on availability instead of reducing manually.)
- vii) Then $(6 + 6 + 6) = 18$ Kg each representing 3 bags or 3 wagons shall be mixed thoroughly and reduced to 6 Kg (approx.) by again coning & quartering or automatic riffle sampler on availability. Then the crushed composite samples marked in chronological order i.e. all the 13/14 samples are brought to Laboratory for further processing/analysis.
- viii) All these 13 or 14 samples are reduced to approx. 300 gms by manual coning and quartering method.
- ix) Then all the 13/14 composite samples of 300 gms portion each is ground to fines using a pulverizer / swing mill / in a suitable device.
- x) The ground powder samples are kept in air tight polythene bags separately with proper identification & shall be used for analysis.

c) Reference Sample:

Each ground sample is divided in two parts. One part is taken for analysis and the second part from all the 13 or 14 samples with proper marking shall be kept separately at a suitable place and to be used in case of an approval for re- analysing, however, within 72 hours of completion of the 1st test.

d) SAMPLE COLLECTION & PREPARATION FROM TRUCK LOAD:-

Scope and purpose:

- a. This procedure shall be exclusively used for trial order for $100\text{MT} \pm 5 \text{ MT}$ supply by new vendors.

- b. Suppliers to ensure despatch of all the 100 MT \pm 5MT at a time so that the material can be received at site within a period of 7 days from first day of receipt of trucks at our site.
- c. If the party fails to supply all 100MT \pm 5MT of lime within a period of 7 days from the first day receipt of trucks at our site then it will be presumed that the party is unable to supply lime from his own kiln or own source. In that case, trial will not be conducted for 100MT and also the supplier shall not be considered for further trial of rake load. The rake order placed on the party will be cancelled. Payment of 100 MT/Actual receipt quantity of lime will be made to the party based on active CaO content of composite sample of lime representing all the trucks, registered at our lab and in line with below clause no. 3.4.1B (viii), (ix), (xi) & (xii).

Procedure for Sampling and Sample preparation:

- a) One bag from each truck shall be collected while unloading in the godown on the same day received at site.
- b) The sample lime bags thus collected will be stored at Lime crusher room.
 - i. After receipt of the total quantity of 100MT \pm 5 MT of lime, the sample lime in bags will be crushed separately in the Jaw crusher or hammer / suitable device (in case of shut down of the Jaw crusher) to 10-15 mm size and reduced individual sample to 6 Kgs each by manual coning and quartering method as follows.
 - ii. Flatten the cone and divide the mass obtained into four equal parts. Remove the two diagonally opposite parts. Mix the two remaining parts together and form a cone out of it and again repeat the operation of coning and quartering till finally about 6 Kg (approx.) of the sample is obtained. (Automatic Riffle Sampler shall be used at Lime yard on available instead of reducing manually).
 - iii. Then all the 6 Kg each from individual bag sample are mixed together to form a composite sample (in line with the clause No. 4.7.1 of IS 1514:1990) and again reduced to a final 6 Kg and shall be brought to laboratory for further processing.
 - iv. At Laboratory the 6 Kg composite sample is again reduced to 300 gms (approx) by coning and quartering method.
 - v. This 300 gms sample is further ground to fines using a pulverizer/swing mill/ in a suitable device and divided into two parts, one part for analysis and second part as a reference sample. The ground samples are kept in an air tight container with proper marking with date to use for CaO content analysis.

3.3 PROCEDURE FOR ANALYSIS OF LIME

Objective:

For analysis of available CaO% in burnt lime sample

Standard Laboratory Equipment

- Heater
- Conical flask
- Weighing balance of least count of 0.0001 gm
- Magnetic stirrer
- Magnetic bar

Reagents:

- 0.1 N HCl solution
- 0.1 N NaOH solution
- 15% sugar solution in DM water
- 0.5% phenolphthalein solution in rectified spirit/Ethyl alcohol
- Rectified Sprit / Ethyl alcohol

PROCEDURE:**SUGAR METHOD (IN LINE WITH IS 1514 : 1990)**

Weigh accurately about 1 gm of the finely powdered lime into a 500ml volumetric flask and wet it with the minimum amount of rectified spirit/ Ethyl alcohol. Shake / Stir on a magnetic stirrer intermediately with about 400 ml of sugar solution for three hours and dilute to the mark. Filter through a coarse dry filter paper (Whatman no. 40 or its equivalent) into a dry flask. Discard the first 25 ml of the filtrate. Pipette out 50ml from the filtrate in to another flask and 50 ml of standard hydrochloric acid (0.1N) and titrate with standard sodium hydroxide (0.1N) solution using phenolphthalein as indicator.

Run a blank using 50ml of sugar solution and 50ml of standard hydrochloric acid (0.1N).

Available CaO% = $28.04(A-B) N$

$$\frac{\text{-----}}{M}$$

A= Vol. in ml of standard NaOH solution used in blank

B= Vol. in ml of standard NaOH solution used in sample

N= Normality of NaOH solution

M= Sample Weight in gms.

Lime Reactivity Test

- i) Take 400ml of water (preferably around 20°C) in an insulated flask (in order to avoid heat loss)
- ii) Carefully measure 100 gms of the prepared lime, add to the flask and seal the top of the flask in order to minimise heat loss.
- iii) Note down the temperature of the contents inside the flask at 15 seconds intervals up to 1 min and then every minute till finish of the test (i.e. final temperature T_{fin} at 10 mins).
- iv) Care should be taken to note down the time taken (T₆₀ in mins) to reach 60°C, if it is achieved within 10 mins.
- v) Based on the data generated reactivity can be calculated as follows:
 - If temperature of 60°C is reached within 10 minutes, then reactivity = $(60 - T_{ini}) / T_{60}$
 - If temperature does not reach 60°C within 10 minutes, then reactivity = $(T_{fin} - T_{ini}) / 10$

3.4 **PROCEDURE FOR PROCLAIMING SUITABILITY OF LIME:**

3.4.1 **ACCEPTANCE CRITERIA AND PAYMENT:**

- A. Arrangement of rake on payment of freight, loading & transportation to destination will be the supplier's responsibility. Rail Freight charges will be paid/reimbursed by way of E-payment on receipt of original RR along with claim, original weighment sheet from Traffic Dept. & letter from Operation Department. The original RR along with Claim is to be sent through a public courier/dak to GM (Operation), NALCO, Damanjodi.

B. **Followings are the Acceptance Criteria and Penalty clause:**

- i. Point of Receipt - Damanjodi.
- ii. Total Weight of the Consignment will be "T" MT as per clause No. 5.
- iii. Guaranteed Active CaO% at the point of receipt by Vendor = X%.
- iv. The sampling and analysis procedures will be followed as per 3.2 as above.
- v. For every corresponding sample (representing three wagons), there will be one analysis w.r.t. active CaO%, the entire rake shall be considered as one lot for acceptance or rejection.
- vi. If all the individual sample analysis results are above or equal to the minimum guaranteed value X% as per the P.O. (limited to CaO content of 75% maximum in line with the bid evaluation criteria mentioned at clause No. 7), then the entire rake load of lime shall be accepted without any penalty.
- vii. However, if any of the individual sample results is/are below the guaranteed value, the active CaO% of the entire rake load of lime shall be calculated by using the expression

$$P\% = (\bar{X} - 0.6R)$$
in line with the clause No 4.7 of IS 1514:1990.

Where,

\bar{X} = mean result i.e. arithmetic average of all the individual active CaO% test results

R = the range i.e. difference between the maximum and minimum value of the individual active CaO% test results

- viii. For the case of 100 MT on Road supply/Actual receipt through truck, P% is the active CaO content of lime of the composite sample representing all the trucks.
- ix. If the value of "P%" is $\geq X\%$, payment shall be released as per the ordered price.
- x. If the value of P % is more than equal to 60% and less than X%, then the corresponding Lot will be liable for penalty as below:
 - a) For Deviation within 5% i.e. $(X-P) \leq 5$, Then the Penalty/MT = $\{(X-P)/X\} \times (\text{Landed cost}) \times (1.2)$ in Rupees
 - b) For Deviation more than 5% i.e. $(X-P) > 5$,
Then the penalty/MT = $[\{(5/X) \times (1.2)\} + \{(X-5-P)/(X-5)\} \times (2.5)] \times (\text{Landed cost})$ in Rupees.
- xi. If P is <70% (when active CaO content falls below 70%), then trial of rake load material OR truck load material will not be conducted. In such case, the party will not be considered for a regular vendor of lime. However, material will be accepted for use and payment of corresponding quantity and quality will be made as per "x" above.

- xii. If **P** is <60% (when active CaO content falls below 60%), then the total rake load quantity of lime/lime supplied through trucks will be rejected. The material will be forfeited and no payment for cost of material & freight shall be made to the party for such rejected materials.

C.

- (i) Since the price bid evaluation is limited to maximum CaO content of 75%, the penalty shall be calculated at < 75% CaO content for the vendors whose minimum guaranteed CaO content is $\geq 75\%$ and the penalty shall be calculated at <70% CaO content for vendors whose $\geq 70\%$.
- (ii) In case of successful bidder supplying lime having more than 75% CaO content, the payment will be limited to 75% CaO content only.

D.

For preliminary acceptance, which is based on active CaO% content, the established procedure followed for normal procurement of lime shall be adhered to. On acceptance of lime based on minimum specified active CaO%, lime shall be stored separately and one specific slaker and storage silo shall be used to carry out plant scale trial.

Based on the analytical results of lime by Nalco's laboratory, 50% payment will be made within 30 days of receipt and acceptance of material against submission of documents like RR/LR (already stated above), Tax Invoice to GM (Chem)- Operation, National Aluminium Company Ltd., Damanjodi 763008, Dist. Koraput (Orissa). This payment will be made by way of E-payment. Balance 50% payment will be made if trial is completed successfully.

NALCO shall release the payment due to the supplier only by electronic payment. The E-payment facility is available in NEFT/RTGS mode, through designated enabled branches. The vendor shall submit duly filled bank mandate form in duplicate with due authentication from their banker to avail E-payment facility. The bid documents submitted without bank mandate is liable for rejection.

3.4.2 **WHAT WILL HAPPEN IF LIME GETS REJECTED ON ACCOUNT OF LOWER CaO CONTENT?**

- a) The bidders should note that in case active CaO content in the burnt lime is less than 60%, the same adversely affects the productivity of the relevant plant apart from causing environmental hazards. Moreover, retention of such material is not possible as the same would occupy limited space available with NALCO for storage of burnt lime. Burnt lime is a rapidly perishable commodity. There are very limited options for logistical, environmental friendly and feasible disposal system available at Alumina Refinery, Damanjodi. Thus the tenderers are made aware that such material shall be forfeited and no compensation whatsoever will be made. Such forfeited material would be disposed off by NALCO in any manner at its discretion including disposal through process. The suppliers be advised in their own interest to strictly ensure that the Calcium Oxide content of the material is of the desired level and at all events above 60%.
- b) The successful bidders are advised to ensure that a duly authorized representative is present

at the time of unloading of goods, sampling and analysis. It is made clear that in the absence of such a representative, NALCO shall proceed for unloading, sampling and analysis, as per prescribed methodology stipulated in the terms of tender.

- c) The sample shall be divided into two parts. One part will be analysed and another part shall be preserved in sealed condition for future reference, if any, maximum up to a period of 72 hours.
- d) NALCO shall maintain detailed records regarding the procedure followed for unloading, sampling, analysis and observations.
- e) The documents relating to recording of unloading, sampling and analysis shall be signed by the authorized representative of the successful bidder/supplier. In the event, the representative is not available at the time or refuses to sign the same, NALCO will go ahead with the process by appropriately recording regarding non-availability/non-cooperation of successful bidder's representative.
- f) The final report of the analysis shall be handed over to the representative of the successful bidder immediately. However, if the representative is not available or otherwise refuses to receive the same, the report will be sent under registered post with A.D.
- g) The successful bidders may request for re-testing of the sample already drawn, analysed and preserved within 24 hours of communication of results of analysis subject to the condition that the supplier's representative is available on site during unloading, sampling and analysis. However, such requests may not ordinarily be accepted. Any such request shall be disposed of by the competent authority i.e. ED (M&R) whose decision will be final and binding. In the event of the re-testing being approved by the competent authority, the first set of analysis for all the samples (which were analysed earlier and preserved) shall be considered null and void. Retesting of all the samples shall be carried out and the results obtained thereof shall be binding on both, Nalco and the supplier.

3.4.3 **Trial Procedure:**

First stage trial of laboratory tests with 5 Kgs of sample supplied by the new parties shall be conducted for the active CaO content for the minimum guaranteed value. The reactivity test will be made for recording. The party is to ensure for submitting 5 Kgs freshly manufactured sample in air tight polythene bags.

For plant scale trial of 100MT lime, the above analysis shall be made. In-addition to above, slaker shall be operated @ 6 TPH & 8 TPH of lime with a total sodic condensate (main flow + spray on the classifier) flow of 40 & 50 m³/hr respectively, at a sodic condensate temperature of 65-70 deg C. Samples shall be collected for feed lime from the weigh belt conveyor, milk of lime from classifier overflow and grit from classifier discharge end. Sample collection shall start after the slaker has achieved stable operation, which is 2.0 hours from the start-up. There after two sets of samples shall be collected at an interval of one hour. (a) Feed lime shall be analysed for active CaO%, (b) grit shall be analysed for active CaO% and Moisture and (c) milk of lime shall be analysed for solid gpl. A general watch shall be kept on Kelly filter behaviour during the trial. Active CaO% in feed lime and

grit shall be used for calculating slaking efficiency. However, material shall be proclaimed to be suitable for the process if average solid gpl of milk of lime is ≥ 120 gpl.

Similar procedure shall also be adhered to while carrying out plant scale trial for One rake load of lime (≈ 2700 MT of Lime), but with following additions:

Lime feed rate & sodic condensate flow rate shall generally be fixed as per the plant demand. However, except Sundays and Holidays, every day during general shift hours, slaker shall be operated under specified conditions (6 TPH & 40 m³/hr and 8 TPH and 50 m³/hr) for 3-4 hours and one set of samples shall be collected every day during this period. Causticisation efficiency shall be checked on daily basis, while operating the unit with 10% excess lime dosing as compared to the tonnage of Na₂O (carbonated) fed. In addition, Kelly filter specific filtration rate shall also be computed on daily basis. The suitability of lime for process shall be proclaimed if average solid gpl of milk of lime is ≥ 120 gpl, average Causticisation efficiency is $\geq 30\%$ and daily average of specific filtration rate in Kelly filter does not drop below 0.48 m³/m²/hr for consecutive 3 days.

3.5 Acceptance, acceptance with penalty criteria & payment for Lime under trial and Conditions for conducting stage to stage Trials:

(I) The acceptance criteria for the lime shall be as per the following conditions:

- i. The lime should have minimum active CaO content of 70%. If CaO content is lower than 70%, penalty criteria & payment will be in line with normal acceptance and penalty clause.
- ii. The Milk of Lime produced from the supplied lime when slaked with sodic condensate should produce minimum solid of 120 gpl.
- iii. The Milk of Lime so produced when used in Causticisation process, the Causticisation efficiency should be $\geq 30\%$.
- iv. The daily average of specific filtration rate in Kelly filter should not drop below 0.48 m³/m²/hr for consecutive three days.

If the above criteria are achieved, the trial shall be considered successful.

(II) Penalty criteria:

As lime gets consumed during trial, payment shall be made for the consumed lime, which does not satisfy the acceptance criteria with following penalty conditions:

- i. The lime having active CaO content less than 70% shall be summarily rejected. But for payment purpose, active CaO content below 70% up to 60% shall be paid as per formula given in the clause No. 3.4.1B of acceptance criteria and penalty. For below 60% active CaO content, the lime shall be forfeited and no payment shall be made.
- ii. The Milk of Lime produced by supplied lime having active CaO content $\geq 70\%$, when slaked with sodic condensate if produces solids less than 120 gpl, 0.83% of landed cost shall be deducted for drop in each 1.0 gpl on prorata basis.
- iii. If Causticisation efficiency of lime (with active CaO content $\geq 70\%$) reduces from 30%, 3.33% of landed cost shall be deducted for drop in each 1.0 percent on prorata basis.

- iv. If daily average specific filtration in Kelly filter reduces below 0.48 m³/m²/hr for consecutive three days the trial shall be discontinued and a lump sum deduction of 20% on the landed cost shall be made and if the same falls below 0.48 m³/m²/hr without registering a shortfall for consecutive three days, 2.08% of landed cost shall be deducted for drop in each 0.01m³/m²/hr on prorata basis.

(III) Conditions for conducting stage to stage trials:

- (i) The supplier shall not be considered for 2nd & third stage trials if CaO content of 5 Kg sample (i.e. at lab scale trial) register below 70%. Rake order placed on the party shall be cancelled and the party will not be considered as regular vendor of lime.
- (ii) 2nd & 3rd stage plant scale trial will not be conducted if the party fails to supply truck load of 100 ± 5 MT lime within a period of 7 days from the first day of the receipt at our site or if the active CaO content of the composite sample representing all the trucks is less than 70%. In this cases, the payment of material will be made as per Clause No. 3.4.1. Rake order placed on the party shall be cancelled and the party will not be considered as regular vendor of lime.
- (iii) 3rd stage plant scale trial (i.e. Trial of rake load material) will not be made if the active CaO content of rake load material register below 70%. In this cases, the payment of material will be made as per Clause No. 3.4.1. The party will not be considered as regular vendor of lime.
- (iv) If Plant scale trial of the rake material (i.e. Third stage plant scale trial) is unsuccessful, then the party shall not be enlisted NALCO's vendor list. In this cases, the payment of material will be made as per below Clause No. 3.6 (a) & (b).

3.6 Price reduction schedule in case Lime is not suitable for the process as established through trial :

- a) For reduced milk of lime solids from 120 gpl, 0.83% of landed cost shall be deducted for drop in each gpl on prorata basis. For reduced Causticisation efficiency from 30%, 3.33% of landed cost shall be deducted for drop in each percentage on prorata basis.
- b) For reduced specific filtration rate in Kelly filters for any consecutive three days below 0.48 M³/M²/hr, trial shall be discontinued and a lump sum deduction of 20% shall be made. Left over material shall be used by blending with lime from regular suppliers. However, if specific filtration rate falls below 0.48 m³/m²/hr without registering a shortfall for consecutive three days, 2.08% of the landed cost shall be deducted for drop in each 0.01 m³/m²/hr on prorata basis.
- c) For 100 ± 5 MT (second stage) trial, the acceptance criteria and payment shall be as per the normal acceptance and penalty clause only. The above points at (a) and (b) shall not be applicable w.r.t price reduction for 100 ± 5 MT.

4. Payment:

- (i) Payment of 100 ± 5 MT received through truck (Actual receipt quantity of lime) will be made to the party based on active CaO content of composite sample of lime representing all the trucks, registered at our lab and in line with Clause No. 3.4.1 B (viii), (ix), (xi) & (xii).

- (ii) 50% of the landed cost of rake load of material will be paid in line with active CaO% of the lime, Ref Cl. No. 3.4.1.B and C (ii) within 30 days of the receipt of the material against submission of documents like challan/RR/LR, tax invoice. Balance 50% of the landed cost of the material will be paid only after completion of the plant scale trial and evaluation w.r.t the acceptance, penalty criteria & price reduction schedule. This payment will be made by way of e-payment.

5. Weighment:

The trucks or rake load will be weighed at NALCO's road weigh bridge or in-motion weighbridge. The quantity accepted will be on the basis of Challan / LR/RR actual weight or weight at NALCO's Road/in-motion weighbridge whichever less is & payment will be done accordingly.

A weighment tolerance of minus 0.5% will be applicable on the Challan/LR/ actual RR weight. If the actual weighment quantity at Damanjodi Weighbridge is within the above - 0.5% tolerance, the Challan/LR/ actual RR weight will be considered as receipt quantity. However, if the weighment quantity is beyond minus 0.5%, then the actual weighed quantity at NALCO's site will be considered for acceptance quantity and for the purpose of regulating cost & freight. If the tolerance is on the positive side of Challan/LR/RR, then no extra payment for cost of material & freight will be considered.

Further it may be noted that in respect of Rail Despatches, the printed "Sender's weight" indicated in the RR shall only be considered for the above purpose. Manual correction to the "Sender's weight" shall not be entertained under any circumstances.

6. Guaranteed quality:

Bidder is required to indicate the guaranteed minimum active CaO content in lime at receiving point, Damanjodi in the bid. Bidder is hereby informed that their offer shall be rejected if quoted active CaO content in lime is less than 70% at receiving point, Damanjodi.

7. Bid/Price evaluation Criteria

For the purpose of Bid/Price evaluation, the value of minimum guaranteed active CaO content in lime between 70% and 75% at the point of receipt shall be considered.

If any bidder offers lime with active CaO content more than 70% (say X %) guaranteed at the point of receipt ($70 \leq X \leq 75$) price evaluation shall be done in the following manner on landed cost.

Landed Price/MT of lime (equivalent of 70% CaO content) = $(70/X) \times$ landed cost.

If any bidder offers lime with active CaO content more than 75% (say X %) guaranteed at the point of receipt ($X > 75$) price evaluation shall be done in the following manner on landed cost.

Landed Price/MT of lime (equivalent of 70% CaO content) = $(70/75) \times$ landed cost.

The offer of any bidder guaranteeing a minimum CaO content less than 70% at destination shall not be considered for evaluation and the offer will be rejected.

8. Presence of Suppliers representative during trial:

During the execution of the plant scale trial of 100 MT & subsequent rake load trial (2700 MT trial), vendor has the option to depute their Technical Representative at their own expense to witness the Tests carried out at NALCO's laboratory/R&D section. Accordingly, prior intimation shall be given to the vendor over e-mail for the period of the Test during the trial.

In absence of Vendor's representative during this scheduling testing, Nalco reserves the right to go ahead with the trial and the related Laboratory tests which shall be binding to both Nalco and the vendor for drawing conclusion on trial.

ANNEXURE'C' Part-I

(To be filled by both new & established vendors)

TENDER ENQUIRY NO.: NBC/MM/LIME-02/2025 Dated 07.08.2025**01. NAME & COMPLETE ADDRESS****OF THE MANUFACTURER** : _____**FAX NO.** : _____**TELEPHONE NO.** : _____**E-MAIL ADDRESS** : _____**LOCATION OF PLANT** : _____

: _____

02. Details of Production and Supply of Burnt Quick Lime in last two years:

Year	Production (MT)	Supply (MT)
2023-24		
2024-25		

03. Turnover information of bidder for last three years

Year	Turnover (Rs.)
2022-23	
2023-24	
2024-25	

04. Balance Sheet for last year enclosed. Yes/No

05. P/L statement of last three years enclosed Yes/No

Date:

Signature & Seal of Tenderer.

ANNEXURE 'C' PART – II

(To be filled by both new & established vendors)

1. Details of manufacturing facilities for manufacturing of burnt quick lime.
 - i. No. of kiln owned & annual capacity :
 - ii. No. of leased kilns & annual capacity :
 - iii. No. of kilns in operation with capacity of each
 - i) Owned
 - ii) Leased.
 - iv. Total annual capacity at present kilns in full operation:
(Owned + leased)

2. Details of Testing facilities of Lime
 - a. In-house laboratory facility : Yes/No
 - b. Public laboratory facility : Yes/No

3. Details of Railway Siding (Private):
 1. Location
 2. Distance from kiln
 3. Capacity to place box wagon on this siding.
 4. Ownership documents (enclosed) Yes/No

4. Details of Public Railway Siding :
 1. Location
 2. Distance from kiln
 3. Capacity to place box wagons on this siding.

5. Details of covered storage space (size & capacity)
 1. At kilns
 2. At Private Siding
 3. At Public Siding

6. Whether specification of the material offered is strictly as per annexure 'B' of Tender Notice. : YES/NO

7. Indicate shortest delivery period which will be counted from Letter of Intent/order, if placed. ----- days from the date of LOI/PO

Signature of the Tenderer & Seal

PLACE:

DATE:

Name

ANNEXURE-D

Net Landed Price shall be evaluated as follows:

Sl No	Element of price	Rs/MT
1	Quoted Price including Loading, Packing & Forwarding charges, Rail Freight etc. with GST equivalent to 70% active CaO basis	(A)
2	Applicable GST	(B)
3	Net Landed Price FOR Damanjodi Basis (Net of GST)	(A)-(B)

Calculation of FOR Damanjodi Price (inclusive of Packing, forwarding, Rail freight and GST) equivalent to 70% CaO

- (a) If any bidder offers lime with active CaO content more than 70% (say X %) guaranteed at the point of receipt ($70 \leq X \leq 75$), then FOR Damanjodi Price (inclusive of Packing, forwarding, rail freight, GST etc.) / MT of lime equivalent of 70% CaO content = $(70/X) \times \text{FOR Damanjodi price (inclusive of Packing, forwarding, rail freight, GST etc.)}$
- (b) If any bidder offers lime with active CaO content more than 75% (say X %) guaranteed at the point of receipt ($X > 75$), then FOR Damanjodi Price (inclusive of Packing, forwarding, rail freight, GST etc.) / MT of lime (equivalent of 70% CaO content) = $(70/75) \times \text{landed cost}$.

Please refer Instruction to bidder, Clause No. 4.3 (B) for detail explanation.

Note: For new vendors, the total landed price for trial quantity of 100 MT by road shall be considered as that of total landed price through rake load.

ITC shall be considered only subject to submission of ITC enable documents as per GST rules & regulation.

In the event of statutory variation of taxes and duties, revised rates as applicable shall be considered for evaluation

Unpriced bid pro-forma for bidders to Supply lime from established manufacturer/vendor

THE BIDDER IS REQUIRED TO FILL THIS ANNEXURE. OUR REQUIREMENT IS INDICATED & VENDOR NEEDS TO CONFIRM THE SAME.

Sl. No	Description	NALCO's Requirement.	Bidder's Confirmation/Quotation
01	Confirm acceptance of all the technical and commercial terms & conditions	As per annexure-A & B1 (To be signed & submitted)	Yes/No
02	In case of reservation to any Terms & conditions, clause-wise comments have been specified/ enclosed.	Clause-wise comments to be submitted by the Vendor.	Submitted/ Not submitted
03	Commitment to supply as per Nalco's delivery schedule to be circulated from time to time	As per Nalco's requirement.	Yes/No
04	Quantity offered	Minimum 5400 MT (+/-5%) (offered quantity must be multiple of Rake load quantity of 2700 MT +/-5%)	_____MT
05	Confirm acceptance of order for part quantity.	Part order acceptance required.	Yes/No
06	Validity of offer	120 days from the schedule date of tender opening	Agreed/Not agreed.
07	PRICE BASIS	FOR Damanjodi basis as per Annexure 'D'	Yes/No
08	FIRM PRICES.	The quoted price shall remain firm & fixed till complete execution of the order.	Yes/No
09	Is the bidder Class-I Supplier of Burnt Lime	As per PPP MII order 2017	Yes/No
10	Percentage of local content	As per PPP MII order 2017	-----%
11	Certificate in regards to class-I local supplier submitted	Submission of Class-I local Supplier certificate is to be submitted	Yes/No
12	Is the bidder an "MSE Unit" registered with NSIC/DGS&D/ KVIB/KVIC etc OR "Start-ups" organization recognized by DIPP, Ministry of Commerce & Industry, Govt. of India	Documental Proof must be submitted	Yes/No
13	Is the bidder a SC/ST MSE or Women MSE? Please specify.	Proof to be submitted	
14	Indicate present rate of GST	Bidder to indicate the Rate of GST applicable	-----%
15	Pl confirm the acceptance of applicable Tax deduction by NALCO as per the provision of the section 194Q of Income tax act	To be accepted	Yes/No
16	Confirm transit insurance is included in the quoted price. NALCO shall not be responsible for any transit loss.	Transit Insurance to be borne by Bidder	Yes/No
17	Confirm EMD has been Submitted	Rs 25,00,000/- by BG/E-payment	BG /UTR No. & date Amount:

18	Confirm Submission of Contract-cum-Performance Bank Guarantee, in case of an order.	5% of order value	Yes/No
19	Acceptance of Price Reduction Clause for delay in deliveries	As per Clause No.13 of Annexure 'A'	Yes/No
20	Acceptance of Risk & Cost Purchase Clause	As per Clause No. 13 of Annexure 'A'	Yes/No
21	Acceptance of Acceptance criteria, payment with penalty & payment terms	As per Clause -4 of Annexure –B1	Accepted/ Not accepted
22	Distance and present Railway Freight (separately for rake load & wagon load) from booking station to Nalco Railway siding, Damanjodi (NLOD) via Rayagada (Odisha)	Proof of distance & present railway freight duly certified by Railway authority is to be submitted.	Submitted/Not Submitted
23	Submission of GSTN number & HSN Code of the product	Bidder is required to Submit	Submitted/Not submitted
24	Submission of integrity pact	Bidder is required to submit integrity pact as per Annexure-K	Submitted/Not submitted
25	Submission of SA-8000 compliance	The bidder is to submit SA-8000 compliance format	Submitted/Not submitted
26	Bidder to indicate guaranteed minimum CaO content in lime at destination, Damanjodi	Minimum active CaO content of 70% at destination.(Offer will be rejected if quoted active CaO is < 70% at Destination.)	_____ %
27	Indicate shortest delivery period for 1st. rake against this tender to be counted from Brief Order, if placed	Nalco's requirement is within 30 days from the date of brief order.	_____ Days
28	Submission of Declaration of its Partners/Directors and a declaration that Partners/directors of the bidder company have no interest in any other bidders in respect of the same tender	Declaration as per Cl. No.24 (Annex-A)	Submitted/Not Submitted
29	Is the bidder from a country which shares land border with India as defined in order 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of finance,	If Yes, submit the relevant Registration Certificate. If No, please submit the certificate/declaration as per 14.1 of Instruction to Bidders	Yes/No
30	Whether you have submitted Declaration(s) in ANNEXURE-L as per Clause no. 30 of ANNEXURE-'A' duly certified by Chartered Accountant which shall solely be considered for evaluation of offer. Please confirm.	Declaration required from the bidder	Submitted/Not Submitted

Signature of the Tenderer with seal & date.

ANNEXURE 'E2'**(Unpriced bid proforma for bidders to supply lime from New source/New Vendor)**

THE BIDDER IS REQUIRED TO FILL THIS ANNEXURE. OUR REQUIREMENT IS INDICATED & VENDOR NEEDS TO CONFIRM THE SAME.

Sl. No.	Description	NALCO's Requirement	Bidder's Confirmation/Quotation
01	Confirm acceptance of all the technical and commercial terms & conditions	As per annexure-A & B2	Yes/No
02	In case of reservation to any Terms & conditions, clause-wise comments have been specified/enclosed.	Clause-wise comments to be submitted by the Vendor.	Submitted/ Not submitted
03	i. Commitment to supply the initial trial orders (Both road & rail) as per Nalco's schedule	As per Nalco's schedule	Confirmed/ Not confirmed
	ii. If trial becomes successful, confirmation for further supplies as detailed under sl. 2 of Annexure-B2 as per Nalco's schedule	As per Nalco's schedule	Confirmed/Not confirmed
04	Minimum supply experience of burnt quick lime.	Minimum 5400(+/-5%) MT Per year	Yes/No
	Supporting documents to above.	Required to be Enclosed	Enclosed/Not enclosed.
05	Quantity offered	Minimum 2700 MT (+/-5%) (Eligible for Trial order of One Rake only)	
06	Confirm acceptance of order for part quantity.	Part order acceptance required.	Yes/No
07	Validity of offer	120 days from the schedule date of tender opening	Agreed/Not agreed.
08	PRICE BASIS	FOR Damanjodi basis as per Annexure 'D'	Yes/No
09	FIRM PRICES.	The quoted price shall remain firm & fixed till complete execution of the order.	Yes/No
10	Is the bidder Class-I local Supplier of Burnt Lime	As per PPP MII order 2017	Yes/No
11	Percentage of local content	As per PPP MII order 2017	-----%
12	Certificate in regards to class-I local supplier submitted	Submission of Class-I local Supplier certificate is to be submitted	Yes/No
13	Is the bidder an "MSE Unit" registered with NSIC/DGS&D/ KVIB/KVIC etc OR "Start-ups" organization recognized by DIPP, Ministry of Commerce & Industry, Govt. of India	Proof to be submitted	Yes/No
14	Is the bidder a SC/ST MSE or Women MSE? Please specify.	Proof to be submitted	
15	Indicate present rate of GST	Bidder is to indicate the rate of GST	-----%
16	Pl confirm the acceptance of applicable Tax deduction by NALCO as per the provision of the section 194Q of Income tax act	To be accepted	Yes/No
17	Confirm transit insurance is included in the quote price. NALCO shall not be responsible for any transit loss.	Transit Insurance to be borne by Bidder	Yes/No

18	Confirm EMD has been Submitted	Rs 3,50,000/- by BG/E-payment	BG /UTR No. & date Amount:
19	Confirm Submission of Contract-cum-Performance Bank Guarantee, in case of an order.	5% of order value	Agreed/Not Agreed
20	Acceptance of Price Reduction Clause for delay in deliveries	As per Clause No.13 of Annexure 'A'	Yes/No
21	Acceptance of Risk & Cost Purchase Clause	As per Clause No. 13 of Annexure 'A'	Yes/No
22	Acceptance of Acceptance criteria, payment with penalty & payment terms	As per clause no- 3.4.1, 3.5,3.6 & 4 of Annexure-B2	Accepted/ Not accepted
23	Distance and present Railway Freight(separately for rake load & Wagon load) from booking Station to Nalco railway siding, Damanjodi (NLOD) via Rayagada (Odisha)	Proof of distance and Present railway freight Duly certified by Rly. Authority is to be submitted	Submitted/Not Submitted.
24	Submission of GSTN number & HSN Code of the product	Bidder is required to submit	Submitted/Not submitted
25	Submission of integrity pact	Bidder is required to submit integrity pact as per Annexure-K	Submitted/Not submitted
26	Submission of SA-8000 compliance	The bidder is to submit SA-8000 compliance format	Submitted/Not submitted
27	Bidder to indicate guaranteed minimum CaO content in lime at destination, Damanjodi	Minimum active CaO content of 70% at destination. (Offer will be rejected if quoted active CaO is < 70% at Destination.)	_____ %
28	Indicate shortest delivery period for 1st. rake against this tender to be counted from Brief Order, if placed	Nalco's requirement is within 30 days from date of brief order.	_____ Days
29	Submission of Declaration of its Partners/Directors and a declaration that Partners/directors of the bidder company have no interest in any other bidders in respect of the same tender	Declaration as per Cl. No.24 of annexure - A	Submitted/Not submitted
30	Is the bidder from a country which shares land border with India as defined in order 7/10/2021-PPD (1) dated 23.02.2023 issued by Ministry of finance,	If Yes, submit the relevant registration Certificate. If No, please submit the certificate/declaration as per 14.1 of Instruction to Bidders	Yes/No
31	Whether you have submitted Declaration(s) in ANNEXURE-L as per Clause no. 30 of ANNEXURE-'A' duly certified by Chartered Accountant which shall solely be considered for evaluation of offer. Please confirm.	Declaration required from the bidder	Submitted/Not submitted

Signature of the Tenderer with seal & date

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No _____

Date _____

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar - 751 013, Orissa (hereinafter referred as "The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper vide its Tender No. dtd. for..... (hereinafter called "the said tender") to M/s..... (hereinafter called "the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. (Rupees Only) towards earnest money in lieu of cash.
2. We _____ Bank having its branch office at _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any terms and conditions contained in the said tender or failure to accept the letter of Intent/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... Only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependant or conditional on the Company proceeding against the tenderer(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
5. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ (Rupees _____ Only) and shall remain in force till _____ unless a demand or claim under this guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liability under this guarantee.
8. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at (Bank name, address, Branch, Bhubaneshwar, -751XXX)
9. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).

Date:

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

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

Details of person issuing the BG:

Name: _____

Address for correspondence: _____

Telephone and Fax No.: _____

E-mail: _____

IFSC Code of the Bank: _____

- (i) BG is to be furnished from any of Nalco approved banks, listed as per attached in Annexure-H

Annexure 'G'

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

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

B.G. No _____

Date _____

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

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

2. We _____ Bank having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms and conditions of the said Contract including defects liability obligations, in fulfilling the performance Guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms and conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs..... (Rupees..... only)
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the contractor(s)/seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.

5. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.
6. We..... Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor(s)/ Order(s) or to extend time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s)/Seller(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. _____ (Rupees _____ only) and shall remain in force till _____ unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.
8. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at (Bank name, addrees, Branch, Bhubaneshwar, -751XXX)
9. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).

Date:

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

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

Details of person issuing the BG:

Name: _____

Address for correspondence: _____

Telephone and Fax No.: _____

E-mail: _____

IFSC Code of the Bank: _____

- (i) BG is to be furnished from any of Nalco approved banks, as per list attached in Annexure-H

LIST OF STANDARDISED BANKS**SCHEDULED PUBLIC SECTOR BANKS (INDIAN)**

1. Allahabad Bank,
 2. Andhra Bank,
 3. Bank of Baroda,
 4. Bank of India,
 5. Bank of Maharashtra,
 6. Canara Bank,
 7. Central Bank of India,
 8. Corporation Bank,
 9. Dena Bank,
 10. IDBI Bank
 11. Indian Bank,
 12. Oriental Bank of Commerce,
 13. Punjab and Sind Bank
 14. Punjab National Bank,
 15. State Bank of India
 16. Syndicate Bank
 17. UCO Bank
 18. Union Bank of India
 19. Vijaya Bank.
- (Nineteen banks)

SCHEDULED PRIVATE SECTOR BANKS (INDIAN)

1. HDFC Bank Ltd
 2. ICICI Bank Ltd
 3. Axis Bank Ltd.
 4. Kotak Mahindra Bank Ltd
 5. YES Bank
 6. IndusInd Bank Ltd.
 7. The Federal Bank Ltd.
 8. The Jammu & Kashmir Bank Ltd.
 9. The South Indian Bank Ltd.
 10. The Karur Vysya Bank Ltd.
 11. The Karnataka Bank Ltd.
 12. IDFC Bank
 13. RBL Bank.
 14. The Lakshmi Vilas Bank Ltd
 15. Tamilnad Mercantile Bank Ltd
 16. City Union Bank Ltd.
- (Sixteen Banks)

ANNEXURE 'I'**MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RBI
EFT/ INTERNET/RTGS**

To
National Aluminium Company Limited,

Dear Sir,

Sub: Authorization for release of payment due from NALCO, through RBI-EFT/Internet / RTGS.
Refer Order No.....dt.....and/or Tender/Enquiry/Letter No.....dt.....

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

1. Name of the Party :
2. Address of the party :
:
:
:
City :.....Pin Code:.....
E-mail Id:
Permanent Account Number :.....

3. Particulars of Bank:

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

4. Date from which the mandate should be effective :

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

Place:

Date:

Signature of the party/Authorized Signatory

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

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks).

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

PART – A:

DETAILS TO BE FURNISHED BY NALCO

1)	TENDER NO.	NBC/MM/LIME-02/2025
2)	DATE	07.08.2025
3)	DESCRIPTION OF TENDER	SUPPLY OF 48,600 MT (+/-5%), (18 RAKES) OF BURNT QUICK LIME
4)	EMD amount in Rs (For established vendors & also bidders sourcing lime from established manufacturers).	INR 25,00,000/-
5)	EMD amount in Rs for new bidders to supply Lime only from new source of Lime stone	INR 3,50,000/-
6)	SBI ACCOUNT NO	10044880013
7)	SBI BRANCH CODE	09817
8)	SBI IFSC CODE	SBIN0009817

DETAILS TO BE FURNISHED BY BIDDER

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

Bidders submitting the EMD in INR should send the scanned copy of the duly filled in and signed Annexure – J along with the scanned copy of Transaction Slip/ receipt of the Bank on the same day of payment by e-mail to abhimanyu.padhi@nalcoindia.co.in with copy marked to dhruvajyoti.ray@nalcoindia.co.in .

The bidders should upload the scanned copy of the duly filled in and signed Annexure – J along with the scanned copy of Transaction Slip/ receipt of the Bank with their technical Bid.

The original copy of EMD BG should be submitted to GGM (Materials) by bid submission date and time. The detail address is given in Instruction to bidder.



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)
• Permanent		
• Casual		
• Badli		
• Temporary		
• Contracted		

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
 - What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
 - Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
 - Do you provide safe & healthy work environment as per statutory requirement? Yes/No
 - If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No
- Are you certified for SA 8000? Yes/No
- If Yes, please submit a copy of SA8000 Certificate 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
- Do you provide safety training to your employees? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- If not, do you get the facilities from NALCO Yes/No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining in your organization? Yes/No

If no, how do you ensure freedom of expression?

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

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

- Do you provide appointment letter to your employees? Yes/No

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

- Do you maintain a disciplinary procedure? Yes/No

- If no, how do you terminate your employee?

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

- How many shift you have? _____ shifts

- What is the official working time? _____ hours

- Which day is off day in your organization? _____

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

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

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

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

- Have you taken care to look into issues related to child labor
Forced labor, health & safety, working hours and remuneration
of your suppliers

Yes/No

We do hereby declare that our organization is committed to social accountability. We will promptly implement remedial/corrective actions identified against the requirement and promptly inform your organization. We also declare that the sub-contractors/sub supplier's performances are monitored by us. Moreover, we declare that if invited, we shall participate in awareness program as well as monitoring program organized by you.

We declare that the above-mentioned information is correct.

Signature:

Designation:

Date

Seal of the organization

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ **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 **GGM (Materials)/NALCO** (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the “BIDDER / Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW THEREFORE

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
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 dis-favour to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.
The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. **Previous Transgression**

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

5. **Sanctions for Violations :**

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

- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

6. **Independent External Monitors (IEMs):**

6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as-IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website (www.nalcoindia.com).

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

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

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.
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

For & on behalf of

BUYER

BIDDER

Name of the Officer:

Designation: GGM (Materials)

Company: NALCO

Official Seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____

FORMAT FOR DECLARATION ON CONFLICT OF INTEREST
(To be submitted by bidder duly certified by Chartered Accountant)

We, [Name of the Bidder], having our registered office at [Address of the Bidder], hereby declare the following in connection with our participation against Tender no. _____, Dated. _____:

1. We have furnished a list of our Directors/Partners and confirm that none of them have any interest in any other bidder participating in the subject tender.
2. We declare the names of other proprietorship concerns/agencies/partnership firms/wholly owned or partly owned subsidiaries/associate companies/holding companies/joint venture companies, etc., where we have financial or professional stakes or where we are members. We further certify that no such firm, agency, or company is participating against the subject tender.
3. We confirm that neither we nor any other participating bidder in this tender have common Board of Directors, Management, or Partners, as evidenced by the Annual Report/declaration submitted against this tender.
4. We confirm that we have not received any direct or indirect subsidy or financial stake from any other participating bidder of the subject tender.
5. We confirm that we have no relationship with any other participating bidder, directly or through common third parties, that puts us in a position to have access to information about or influence on the bid of another bidder.
6. We confirm that we have not participated in more than one bid in the bidding process.
7. We confirm that neither we nor any other participating bidder have the same legal representative or agent for the purpose of the tender.
8. We confirm that neither we nor any of our affiliates have participated as consultants in the preparation of the design or technical specifications of the contract that is the subject of the bid.
9. In case we are a holding company with more than one independently manufacturing unit or more than one unit with common business ownership/management, we confirm that only one unit has submitted an offer.

We hereby certify that the information provided above is true and correct to the best of our knowledge and belief. We understand that any misrepresentation of facts may lead to our disqualification from the bidding process.

Signature _____ of _____
bidder:
Name:
Designation:
Date/Place:

(Certification of Chartered Accountant with UDIN No.)

1.0 Settlement of Disputes

1.1 AMICABLE SETTLEMENT:-

If any commercial dispute, other than those where the decision of NALCO/EIC/MIC is final and binding as per the contractual terms, whatsoever arises between NALCO and the Contractor/Vendor in connection with or arising out of the Service Contract /Work Order/Purchase Order, as the case may be, including without prejudice to the generality of the foregoing, any question regarding its existence, interpretation, validity or termination, or the execution of the Contract, whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall resolve such dispute or difference by amicable settlement. If the parties fail to resolve such dispute or difference by amicable settlement, then the dispute may be settled through Mediation by High Level Committee / Arbitration / other remedies available under the applicable laws.

1.2 Resolution of Dispute by Mediation through High Level Committee (HLC):-

If the parties fail to resolve a dispute or difference by amicable settlement, such dispute or difference, if the parties agree, may be referred to Mediation for settlement and the same shall be guided by the provisions of The Mediation Act, 2023 or any other applicable law for the time being in force & amendment thereof.

1.2.1 Invitation for Mediation:-

- (i) A party shall notify the other party in writing about the dispute or difference it wishes to refer for Mediation within a period of 30 days from the date of failure to resolve the same through amicable settlement . Such notice for Mediation shall contain sufficient information relating to the dispute and the precise claim (monetary and/or declaratory) to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- (ii) Upon the receipt of the notice for Mediation from a party, the other party shall intimate its stand and counter claim, if any, within a period of 30 days from the date receipt of such notice and both the claim and counter claim, if any, will be referred for Mediation.
- (iii) The parties shall file their claim and counterclaim in the following format;
 - a. Chronology of the dispute
 - b. Brief of the contract
 - c. Brief history of the dispute
 - d. Issues

Sl. No.	Description of Claims / Counter claims	Claim Amount in INR	Relevant Contract Clause

- e. Details of Claim(s) / Counter Claim(s)
- f. Basis / Ground of claim(s) / counter claim(s) along with relevant clause of contract.

Statement of claims shall be restricted to maximum limit of 20 pages.

- (iv) If no reply/response is issued within 30 days of the date of receipt of notice to refer the dispute or difference for Mediation, the Mediation shall be treated as stands failed.

1.2.2 **Mediation:-**

- (i) Subject to the provisions of The Mediation Act, 2023 or any other applicable law, where notice for Mediation has been issued and responded to under Clause 1.2.1 hereinabove, the dispute or difference will be referred to a High-Level Committee (HLC) to be constituted by CMD, NALCO, for settlement through Mediation. The constitution of the HLC by the CMD, NALCO will be as per the guidelines detailed in clauses 1.2.2 (ii) to 1.2.2 (iv).
- (ii) HLC will be a committee comprising of three members, who are eligible as per the clause 1.2.2 (iii). However, there will be single member HLC for disputes involving claim and counter claim (if any) up to INR. 1 crore. CMD will have authority to reconstitute an HLC filling any vacancy. The party invoking mediation shall propose names of mediators who are eligible as per clause 1.2.2 (iii) hereinbelow, for consideration by the CMD, NALCO. The number of names proposed should be twice the number of mediators in the HLC which will be formed.
- (iii) The persons eligible for consideration to be members of the HLC shall be either Retired High Court Judges, or, Retired Civil Servants of Govt. of India not below the rank of Additional Secretary, or, Retired Chairman / Chairman Cum Managing Directors / Managing Directors / Directors of any Maharatna / Navratna CPSEs in India other than NALCO Ltd., who is/are registered as mediator with the Mediation Council of India, or is/are empanelled as Arbitrator with the Delhi International Arbitration Centre / Orissa High Court Arbitration Centre / IAC / Indian Council of Arbitration.
- (iv) The persons selected as a mediator / member of the HLC shall disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his/her independence or impartiality as a mediator. The said disclosure is required to be given by the mediators prior to the conduct of mediation. Further, during the mediation, the mediator/ member of the HLC shall, without delay, disclose to the parties in writing any conflict of interest, that has newly arisen or has come to his/her knowledge that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator/ member of the HLC.
- (v) Upon disclosure under 1.2.2(iv), if either party desires to replace any member of the HLC or in the event of death/incapacity/withdrawal by any of the mediator from the HLC, then, the HLC will be reconstituted following the process as given above.

1.2.3 **Proceedings before HLC:-**

- (i) On constitution of the HLC, along with the intimation regarding the constitution of the HLC, its member/s will be furnished with the information relating to the dispute and the precise claim (monetary and/or declaratory) as well as stand and counter claim of the respective parties. The HLC will convene its meeting at the earliest, but not later than 30 days of its

constitution. The HLC shall be provided with all necessary inputs, clarifications etc. by both the parties. Thereafter, the HLC shall assist the parties in an independent, neutral and impartial manner in their attempt to reach an amicable settlement of their dispute. The HLC shall at all times be guided by the principles of natural justice, objectivity and fairness and protect the voluntariness, confidentiality and self-determination of the parties, and maintain the standards for professional and ethical conduct as may be specified. The HLC shall be free to decide the process and procedure to be adopted for mediation and the same shall be subject to due consent of both the parties.

- (ii) In case of 3 members HLC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not present.
- (iii) The HLC shall attempt to facilitate voluntary resolution of the dispute by the parties and communicate the view of each party to the other to the extent agreed to by them, assist them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of settlement and generating options in an attempt to resolve the dispute expeditiously, emphasising that it is the responsibility of the parties to take decision regarding their claims. The HLC shall only facilitate the parties in arriving at a decision to resolve a dispute and shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
- (iv) The parties shall be represented by their respective authorized representatives, who will produce proper Letters of Authority before the HLC. No party shall be allowed to bring any advocate or outside consultant/advisor/agent. However, subject to the discretion of the parties, the ex-employees of parties may represent their respective organizations if they were the Manager-in-Charge/Engineer-in-Charge/Dealing Officer of the contract at the time of dispute/cause of action. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Mediation till the date HLC submits the non-settlement report and 30 days thereafter in any further proceeding.
- (v) HLC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 120 days from the date fixed for the first appearance before the HLC. If required, the parties may agree to extend the period of mediation for a further maximum period of 60 days. HLC will submit draft settlement agreement containing its recommendations to both the parties on possible terms of settlement. If the parties accept the draft settlement agreement of the HLC, then the settlement agreement will be executed by both parties with all HLC members as witnesses. However, in case parties do not accept, then the HLC will submit the non-settlement report.
- (vi) If, the draft Settlement Agreement shared by the HLC is acceptable to both the parties, the same will be signed within 15 days of acceptance and the same shall be authenticated by all the HLC members as witnesses. The acceptance/rejection is to be communicated by each party to other and to the HLC within 45 days of the receipt of the draft settlement agreement from HLC. After signing, the settlement agreement same shall be final and

binding to both the parties and thereafter there shall be absolute bar for initiating arbitration. In case of non-agreement/non-acceptance of the draft settlement agreement, the HLC shall submit a non-settlement report to both the parties and the mediation proceedings shall stand terminated from the date of receipt of the said non-settlement report.

- (vii) The venue of the HLC meeting shall be at Bhubaneswar. All the expenditure incurred towards arrangement for the venue of the mediation proceedings and fee & expenses of the HLC members and expenses incurred towards venue shall be shared by the parties equally..

1.2.4 Fees & Facilities to the Members of the HLC:- The cost of Mediation proceedings including expenses towards arranging of venue of the mediation proceedings and fee & expenses of the HLC members shall be as provided herein below :

Sl. No.	Fees/ Facility	Entitlement
1	Fees	INR 20,000 per meeting to each Mediator. In addition, each Mediator to be paid INR 10,000 for attending meeting to authenticate the settlement agreement. However maximum fee shall be INR 2,10,000 per case per Mediator .
2	Secretarial expenses	INR 10,000 lump sum.
3	Transportation in the city of the meeting	Car as per entitlement or INR 2,000 per day
4	Expenses towards Venue for meeting	Venue will be NALCO conference rooms at Bhubaneswar with fooding expenses as per actuals.

Sl. No.	Fees/ Facility	Entitlement
Facilities to be provided to the out stationed member		
5	Travel from the city of residence to the city of meeting.	Economy class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare.

6	Transport to and from airport/railway station in the city of residence	Car as per entitlement or INR 3,000
7	Stay for out stationed members	In NALCO Guest House or in hotel to be arranged by one of the parties.

Aforesaid fees is subject to government guidelines on austerity measures, if any. All the expenditure incurred in the HLC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the HLC proceedings.

- 1.2.5** The parties shall keep confidential all matters relating to the Mediation proceedings. Parties shall not refer or rely upon them and/or not produce them as reference / material papers / evidence in arbitration or court or any other proceedings.

1.3 Arbitration:-

- 1.3.1** If the process of mediation by HLC fails to arrive at a settlement between the parties any of the party may, within Thirty (30) days of such failure, give notice to the other party of its intention to refer the dispute/difference for arbitration indicating the precise claim amount and/or relief sought, as per the conditions as stated hereinafter provided, as to the matter in dispute/difference, and no arbitration in respect of the matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration can be resorted to only in cases where the disputed amount (i.e. total amount of Claims including claims of interest, cost etc.) does not exceed ₹10 crores and is not below ₹50.00 Lacs including all types of interest, cost etc.. In case the disputed amount exceeds Rs. 10 Crores or less than ₹50.00 Lacs, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than arbitration.

Since, mediation is a pre-condition for arbitration, any claim/dispute which has not been referred for mediation, shall not be referred for arbitration.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.

(The party invoking arbitration, at the time of invocation of arbitration, along with the notice, shall submit all the details of its claims including the Heads/Sub-heads of the claims and the documents relied upon by it for its claims. On receipt of notice invoking arbitration as well as the details of the claims and the documents relied upon by the claimant for its claims, within 30 days of the receipt, the other party shall give its response to the said notice, and within 60 days shall submit its counter-claims including the Heads/Sub-heads of the counter-claims and the

documents relied upon by it for its counter-claims. The parties shall not file any details of the claims and counter-claims and/or documents etc. thereafter.)

The parties hereby agree that the claims/counter-claims raised by them at the time as mentioned above shall be final and binding and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever. Where the dispute/claim is for the payment of money, no interest shall be payable on whole or any part of the money for any period between the date on which cause of action arose and the date on which the award is made.

- 1.3.2** Any dispute in respect of which, a notice of intention to commence arbitration has been given in accordance with Clause 1.3.1, shall be finally settled by arbitration .
- 1.3.3** Any dispute referred by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, NALCO in the following manner:-
- a) On receipt of a notice of intention to commence arbitration given in accordance with Clause 1.3.1, CMD, NALCO will send, within 30 days of receipt of the notice, to the party (other than NALCO) names of three persons from the panel of arbitrators of Orissa High Court Arbitration Centre and/or Delhi International Arbitration Centre and/or Indian Council of Arbitration and/or IIAC, for the said party to choose any one of them to be the Sole Arbitrator .
 - b) The party other than NALCO on receipt of the names as mentioned at (b) above, shall select any one of the person names to be appointed as a Sole Arbitrator and communicate his name to CMD, NALCO within thirty days of receipt of the names along with written consent for agreeing to waive the applicability of Section 12 (5) of the Arbitration and Conciliation Act, 1996, conveying its agreement for appointment of Sole Arbitrator by CMD NALCO as provided under this arbitration clause.
 - c) On receipt of communication as provided above, CMD, NALCO shall there upon appoint the said person as the sole Arbitrator within 30 days of receipt of the communications as mentioned at (b) above.
 - d) If none of the names communicated by CMD, NALCO are acceptable to the party (other than NALCO) or the said party fails to communicate such selection as provided at (b) above within the period specified, any of the parties may approach Hon'ble High Court of Orissa at Cuttack for appointment of Sole Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996.
 - e) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, NALCO to appoint another person in his place in the same manner as mentioned above. The person so appointed as Sole Arbitrator shall proceed with the reference from the stage where his predecessor had left.
 - f) The seat and venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants venue of arbitration may be at as and where required basis, and may be held at the place where the site of work is situated.
 - g) The fees, expenses, if any, of the Arbitrator, expenses towards venue of arbitration shall be equally shared by the parties. The fee of the Sole Arbitrator shall be as under:

- h)** The Arbitrators shall be paid fees as per the Fees prescribed in the Fourth Schedule of the Arbitration & Conciliation Act, 1996 and amendments, if any made thereof.
- i)** If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under :
 - a)** 40% of the fees if the Pleadings are complete
 - b)** 60% of the fees if the Hearing has commenced
 - c)** 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
- j)** Each party shall pay its share of arbitrator's fees in stages as under:
 - a)** 40 % of the fees on Completion of Pleadings
 - b)** 40% of the fees on conclusion of the Final Hearing
 - c)** 20% at the time when arbitrator notifies the date of final award
- k)** The Claimant shall be responsible for making all necessary arrangements for the travel / stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.
- l)** The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
- m)** The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties and any future interest as awarded by the Arbitrator shall not be more than 5% per annum simple interest.
- n)** Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

1.3.4 Notwithstanding the above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between NALCO and any other Central Public Sector Enterprises (CPSEs) / Port Trusts and also between NALCO and Government Departments / Organizations or University under the Central Government (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), NALCO and State Governments/ State PSUs / Public authority / Organizations or University under any State Government, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE Office Memorandum No.05/0003/2019-FTS-10937 dated 14th December, 2022 read with DPE OM No. DPE-05/0002/2023-AMRCD dated 25th July, 2024 including further DPE OMs / clarifications and / or any amendments relating to Administrative Mechanism for Resolution of Disputes CPSEs Disputes [AMRCD]. The decision of AMRCD on the said dispute will be binding on the parties.

1.4 Notwithstanding any reference to the Mediation or Arbitration herein,

- a)** the parties shall continue to perform their respective obligations under the Contract unless they other wise agree.

b) NALCO shall pay the Contractor any monies due to the Contractor.

1.5 Jurisdiction/ Governing Laws:

(a) Jurisdiction:

For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of the courts at Bhubaneswar in the State of Odisha (India) only.

(b) Governing Laws:

The contract shall be governed by and constructed according to the laws in force in INDIA.