

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-01-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-01-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Mines
विभाग का नाम/Department Name	Materials
संगठन का नाम/Organisation Name	National Aluminium Company Limited, Bhubaneswar
कार्यालय का नाम/Office Name	Corporate Office
कुल मात्रा/Total Quantity	23885
वस्तु श्रेणी /Item Category	Liquid Coal Tar Pitch (V2) (NALCO) (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	1258 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन / Past Performance	10 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
क्या पार्ट क्वांटिटी बोली लगाने की अनुमति है? / Is Part Quantity Bidding Allowed?	Yes
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/ Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2500000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	9

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

DGM (FINANCE)

CORPORATE OFFICE, Materials, National Aluminium Company Limited, Bhubaneswar, Ministry of Mines
(National Aluminium Company Limited)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	10
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	As per approval of competent authority.....

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में है / Purchase Preference to MII sellers available upto price within $L1+X\%$	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

पार्ट क्वांटिटी बोली लगाना / Part Quantity Bidding

Buyer has allowed part quantity bidding, bidders can offer maximum quantity that they can deliver keeping in mind their capacity and delivery period requirements. The offer quantity has to be more than minimum bid quantity as specified by the Buyer in the bid. Offers with quantity less than Minimum are liable to be rejected. It may however be noted that there is no guarantee that full offer quantity will be ordered by the buyer. Quantity to be ordered by the buyer will depend on various factors including the Ranking of the bidder, Offered quantity, Splitting criteria indicated by the buyer in the bid and the requirement of the buyer to have multiple sources of supply for ensuring supply chain etc. Sellers would be notified about likely order quantity or range of possible order quantity at the time of price match request made by the buyer. Award of contract will be subject to acceptance of price match request along with min / max offer quantity as decided by the Buyer.

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

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

विक्रेता से आवश्यक मदवार न्यूनतम क्षमता / Itemwise Minimum Capacity Required From Seller

क्र.सं. / S.No.	वस्तु श्रेणी / Item Category	मात्रा / Item Quantity	न्यूनतम क्षमता / Minimum Capacity
1	Liquid Coal Tar Pitch (V2) (NALCO)	23885	2389

Liquid Coal Tar Pitch (V2) (NALCO) (23885 metric tonne)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Technical Parameters	Viscosity, (Max)	20000 cps at 140 deg Celsius and 3000 cps at 160 deg Celsius
Test Reports	Agree to provide all relevant documents, Test Report/Supporting document / reports etc to the buyer at the time of bidding or on demand at the time of supply	Yes

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Bijaya Kumar Behera	751013,NALCO BHAWAN, P-1, NAYAPALLI, BHUBANESWAR	23885	180

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Bidders are required to submit all the required documents along with EMD as per NIT condition NBC/MM/02 /NIT/LCTP/2025 dated 02.01.2026 for evaluation of bids. The above NIT condition will prevail over GeM condition.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses

on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

SUB: PROCUREMENT OF LIQUID COAL TAR PITCH FOR SMELTER PLANT, ANGUL

Dear Sir,

We are pleased to issue the tender documents comprising the following:

1. Tender Notice No. NBC/MM/02/NIT/LCTP/2025
2. Instructions to Tenderers (Annexure-I)
3. Bidder's Qualifying Criteria (BQC) (Annexure-II)
4. Technical specification (Annexure-III)
5. Typical Sample Analysis Result & Method Used - (Annexure-III A)
6. (i) Method of Testing & Sampling (Annexure-IV)
(ii) Penalty for material supplied not confirming to Specification (Annexure-IV A)
7. Requirements in Liquid Pitch Tankers (Annexure-V)
8. Standard Terms & Conditions of Enquiry (Indigenous) (Annexure-VI)
9. Standard Terms & Conditions of Purchase (Indigenous) (Annexure-VII)
10. Unpriced bid proforma for indigenous offer - (Annexure-VIII)
11. Price Bid proforma for indigenous offer - (Annexure-IX)
12. ECS Mandate Form (Annexure-X)
13. Proforma for SA-8000 (Annexure-XI)
14. Proforma for Performance Bank Guarantee (Annexure-XII(A))
15. Proforma for Bank Guarantee for EMD (Annexure- XII(B))
16. List of Banks (Annexure XII(C))
17. Proforma for submission of EMD (Annexure-XIII)
18. Proforma for Integrity pact (Annexure-XIV)
19. Format for Declaration on Conflict of Interest (Annexure-XV)
20. Declaration by bidders (Annexure-XVI)

Please ensure submission of tenders in time and complete in all respects.

Thanking you,

Yours faithfully,
for NATIONAL ALUMINIUM COMPANY LIMITED.,

Signature :

Designation : GENERAL MANAGER (MATERIALS)

Last date & time of receipt of the tender (both priced & unpriced) - **23.01.2026 up to 18:00 Hrs (IST)**

Date & time of opening of the tender (unpriced only) - **23.01.2026 at 18:30 Hrs (IST)**

Dear Sir,

NALCO invites competitive bids for procurement of **23,885 MT +/- 2%** of Liquid Coal Tar Pitch for our Smelter Plant at Angul, Orissa (India). Online tenders are invited from indigenous manufacturer/supplier only. The tender is invited with the following terms and conditions. The past supply experience for last 2 financial years 2023-24 & 2024-25 must be furnished separately. Offers not accompanied by above details are liable for rejection. The specifications of materials required, methods of sampling and testing to be adopted for determining the acceptable quality/specifications, the delivery schedule and other terms and conditions are mentioned hereafter.

- (A) Bids are invited from indigenous bidders (manufacturer/supplier). The online bids are required to be submitted in two parts, un-priced (Part-I) and priced (Part-II) as per detail Instructions to Tenderer at Annexure-I for details.

The bids are to be submitted online before the bid due date and time through Government e Marketplace (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.

- (B) **IMPORTANT POINTS** for submission & consideration of bids for opening:

- (i) **Bidders are required to submit their online bid in GeM Portal.**
- (ii) **Please note that only online bids will be considered for evaluation of offers.**
- (iii) The bid submitted should be un-ambiguous and complete information should be furnished in the tender. 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 tenderer/agents will be ignored.

Bidders 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.

- (iv) Nalco shall not take any responsibility for delay in on-line submission of tender after scheduled date & time. Offers incomplete in any respect and EMD not submitted within stipulated date and time will be summarily rejected.

- (v) Bidders are not allowed to take any deviation to the specifications and terms and conditions of NIT or make any unsolicited/qualifying remark/conditions in the offer. In the event of any deviation to the specifications and terms and conditions or any unsolicited remark/conditions in the tender, the tender shall be out rightly rejected. No correspondence in this regard will be entertained.
- (vi) Buyer reserves the right to procure the part/full quantity. Supplier should indicate the name of the manufacturer(s) whose product is being offered. However, it would be the sole responsibility of bidder to fulfil the contract, if awarded. The past supply experience of supplier and manufacturer for last two financial years 2023-24 & 2024-25 must be furnished as per proforma given separately. Offers not accompanied by above details are liable for rejection.
- (vii) MSME bidders are requested to register their Udyam Registration issued by Ministry of Micro, Small and Medium Enterprises (MSME) in GeM portal. In this regards MSE bidders are required to submit Udyam Registration failing which such bidders will not be considered as MSE bidder.
- (viii) Bidders are advised to ensure that the quantity offered against the tender should be same in both NALCO's Unpriced Format and in GeM portal. If there is any difference in quantity, then the quantity offered In NALCO's unpriced bid format will be considered as final and binding for the purpose of order placement, if any.

(C) Clarification Request from Bidders:

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.

Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per details given below:

(i) Mr. Supriya Batabyal, SM(Matls.), e-mail: supriya.batabyal@nalcoindia.co.in
Mob. +91 9937009213

(ii) Mr. Mrutyunjaya Sahoo, GM (Matls.), e-mail: mrutyunjaya.sahoo@nalcoindia.co.in
Mob: +91 9437025690

1.0 QUALITY & SPECIFICATION:

The specification of the material required shall be strictly as per Annexure-III.

The quality of the material supplied shall be strictly as per specifications mentioned as above and tenderer should clearly mention quality offered and guaranteed parameters for each parameter specified above. Method of Testing and Sampling shall be as per Annexure-IV. The Typical Sample Analysis result and method have to be indicated in the blank format attached at Annexure-IIIA. Penalty for material supplied not

confirming to the tender specification shall be as per Annexure-IVA. Requirements in Liquid Pitch Tankers shall be as per Annexure-V.

2.0 PRICE:

The tenderers should submit their price **on FOR destination basis (Nalco, Smelter Plant, Angul, Odisha) including GST in GeM portal.**

3.0 PRICE VARIATION MODALITY:

The price variation will be calculated excluding Tax (i.e. GST). The price of Liquid Coal Tar Pitch will vary as per the following procedure:

The price (Excluding Tax) will be subject to variation only on account of variation in weighted average price of crude tar through e-auction & price circular mode sold by M/s. SAIL, RSP & M/s. RINL, Vizag calculated as per the following,

Monthly weighted average Crude tar price of M/s SAIL, RSP & M/s RINL through e-auction & price circular mode sold by M/s SAIL, RSP & M/s. RINL, Vizag in the month of supply (M+0) will be taken into account to calculate the variation in price of same month (i.e. from 1st to end of the month of supply), i.e. the weighted average crude Tar price of Nov., 2025 shall be applicable for the period 1st Nov., 2025 to 30th Nov., 2025 & so on. For every Re.1 variation in price of Crude Tar, the variation in price of Liquid Coal Tar Pitch will be Rs. 1 per MT.

The suppliers will raise invoice provisionally at the price of the previous month & payment may be released on Provisional basis. After end of the month, when the applicable rate of the month is finalised, the same will be communicated to supplier & will be asked to submit supplementary Invoice / debit note (for increase in price) or Credit Note (for reduction in price) for the differential amount. In this mechanism, in case price goes down, the supplier will issue credit note for the difference in unit price.

The vendors are asked to quote the price based on weighted average price of sale of crude tar by RSP & RINL in Nov., 2025 which has been arrived as below:

A. Quantity sold in circular / e-auction mode by RINL= 3,592.82 MT

Weighted average price of Crude tar sold by RINL = Rs. 32,500.00/MT

B. Quantity sold in circular/e-auction mode by RSP = 8,941.22 MT

Weighted average price of Crude tar sold by RSP = Rs. 37,471.53/MT

C. Weighted average crude tar price of RINL & RSP=

$$\frac{3,592.82 \times 32,500.00 + 8,941.22 \times 37,471.53}{3,592.82 + 8,941.22}$$

= Rs. 36,046.47/MT

This price is applicable for supplies in the month of Nov., 2025 (i.e. 1st Nov., 2025 – 30th Nov., 2025) & so on. The vendors are required to quote on above basis. Price variation will be calculated w.r.t above basis.

If there is no auction in any month & crude tar weighted average price is not furnished by RSP or RINL, weighted average of any one will be taken for calculation of liquid CT Pitch price. If both prices are not available, the previous month price will be applicable.

As the offers will be evaluated on FOR destination basis, under no circumstances NALCO will effect the freight payment directly to the transporter. Supplier is required to arrange for transportation of goods from their works to our smelter plant. Supplier is required to furnish ITC enable GST invoice with appropriate documents to enable buyer to avail Input Tax Credit (ITC).

Since supplies are on FOR destination basis, all risk involving loss or damage during transit shall be to the account of supplier.

3.1 TAXES & DUTIES

- To indicate present applicable rate of Taxes & duties (included in price) like IGST/UTGST/CGST/SGST etc. in their offer and statutory variation to the same during contract period shall be to buyer's account.
- NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Cores during the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year.
- Accordingly, Sellers are not to collect tax at source under section 206C(1H) of the Act. W.e.f. 01.07.2021, in case provisions of section are applicable to them.

3.2 PRICE FOR DEFAULTED QUANTITY:

The price for the defaulted quantity, when delivered in subsequent months, would be the price applicable in its original months of delivery or price applicable in the actual month of delivery whichever is lower. The LD will applicable as per normal provision of LD clause. The above calculation will be based on the delivery schedule given every month including the default month's quantity.

3.3 PRICE FOR EXCESS SUPPLY:

No quantity beyond the schedule & allowed tolerance will be acceptable by NALCO except with prior approval /consent of CGM(Matls), C.O. or his authorised representative to this effect. In case of excess supply done by the supplier without consent of NALCO with respect to the schedule delivery quantity in a month, such

excess supply will be adjusted against the monthly schedule of next month and the applicable rate will be rate of the actual month of delivery or next month whichever is lower.

4.0 TECHNICAL LITERATURE AND SUPPLY EXPERIENCE

- (a) Tenderers/Manufacturers must enclose technical literature about the process of manufacturing of material, brochure of manufacturer along with the tender. The tenderers who had not supplied previously to NALCO should submit a representative sample taken from the whole lot (preferably following sampling procedure as detailed in Annexure-III & IV) of material proposed to be supplied in sealed package of minimum 5Kg and hand it over to the buyer along with the tender. The sample should meet the specification parameters as per Annexure-III. Deviations in parameters as per Annexure-IV(A) is not applicable for sample. However, Nalco's laboratory test results shall be final & binding.
- (b) If required buyer would send their representative for inspection of vendor's plant & vendor should facilitate the inspection process.
- (c) Name of Consumers including Aluminium Producers, to whom Liquid Coal Tar Pitch has been supplied by the manufacturer during the last two financial years 2023-24 & 2024-25 with quantity and period of supply should also be mentioned in detailed in the tender. Tenderers who do not have sufficient experience in supply for the two financial years 2023-24 & 2024-25 are liable for rejection. The distribution of order quantity shall be based on tenderers position in bidding and based on their past production, supply experience and supply experience particularly to NALCO as per clause 5.1 read with 5.2.
- (d) The bidder's plant shall have valid statutory clearances, including clearance from the Pollution Control Board. The bidder shall submit supporting documents such as a valid Consent to Operate (CTO) as on the date of tender submission, and as on the date of placement of order.
NALCO reserves the right to call for additional documents and to independently verify the status of the statutory clearances at any stage. NALCO further reserves the right to reject the bid if acceptable statutory clearance documents are not furnished or are found to be invalid during tender submission or at the time of placement of order.

5.0 QUANTITY

- The quantity under present tender will be **23,885 MT** +/-2%.
- The above quantity is tentative and shall not be taken as NALCO's final requirement.
- Quantity mentioned in the tender notice can be reduced to any extent at the discretion of the Buyer.

- Buyer reserve full rights to reject all or any of the tenders or to accept tender either in full or a part of it or to split up the quantity without assigning any reasons. The tenderer should be prepared to accept order for any quantity decided by the Buyer.
- The purchaser reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. Bidders must comply with these terms.

5.1 Determination of Eligible Quantity:

The bidders are required to submit the annual production and /or annual supply experience of Liquid Coal Tar Pitch for the last two financial years i.e. 2023-24 and 2024-25. The eligibility of quantity for a bidder shall be 20% extra over half of the maximum of two financial years, i.e. 2023-24 & 2024-25 production and /or supply experience or quantity offered by bidder whichever is lower subject to having production capacity, which shall be as per Consent to Operate (CTO).

The bidders are required to submit copies of the above production and supply experience figures duly certified by a Chartered Accountant/Chartered Engineer, along with CTO showing the production capacity. Failure to submit these documents in the unpriced bid may render their offers liable for rejection.

5.2 Distribution of Quantity:

- NALCO would like to procure the tender quantity by placing orders on minimum three parties. The buyer reserves the right to conduct price negotiation, if necessary, and the same shall be done with L-1 bidder. Parties, other than L-1 bidder, will be asked to match the L-1 price/negotiated 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%. The above distribution may be changed in the event party eligible for ordering as per pricing position in the tender have offered/acceptable (as per eligibility clause of NIT) 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 revision thereof.
- Parties, who have not supplied to Nalco earlier but eligible otherwise, may be considered for maximum quantity up to 20% of tender quantity & order can be placed, provided they are lowest (L-1) bidder in the tender following offer conditions as at 5.1. However, if the party is not L-1 but eligible for ordering as per inter se position, trial order for a maximum quantity up to 10% of tender

quantity may be considered subject to matching L-1 price/ negotiated L-1 price.

However, such party will be asked to execute a trial quantity of 100 MT of ordered quantity & depending on successful delivery/laboratory test of trial quantity, clearance will be given for executing the balance quantity of the purchase order.

- (c) (i) In tender, if the L1 price is from someone other than an MSE, participating MSEs quoting prices within a price band of L1+15 (fifteen) percent shall be allowed to supply up to 25 (twenty-five) per cent of the total tendered value by bringing down their price to L1 price.

(ii) In case of participation of SC/ST category MSEs in a tender with split able or divisible quantity, minimum 4% of tender quantity 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.

(iii) Further, in case of participation of woman owned MSEs in a tender with split able or divisible quantity, minimum 3% of tender quantity 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.

The following MSEs would be treated as owned by SC/ST or Women entrepreneurs:

- (1) In case of proprietary MSE, proprietor(s) shall be SC/ST or Women.
- (2) In case of partnership MSE, the SC/ST or Women partners shall be holding at least 51% (fifty-one percent) shares in the unit.
- (3) In case of Private Limited Companies, SC/ST or Women promoters shall be holding at least 51% (fifty-one percent) share.
- (iv) When there is no participation from SC/ST category/women owned MSEs or when SC/ST category/women owned MSEs do not match the L-1 price, then the quantity reserved for them shall be available to other MSEs.
- (v) In case of more than one such MSEs in a tender, then the supply shall be shared proportionately to their tendered quantity. However, it can be done depending upon split-ability and reasonability of distributing the tendered quantity. In case 25% quantity cannot be further divided, NALCO shall place the order for supply of 25% quantity to lowest eligible MSE amongst the MSEs qualifying within the price band of L1 + 15%.

Further, sharing of the 25% MSE quota among other eligible MSE bidders shall also be applicable even when the L1 bidder is an MSE, if the L1 MSE is eligible for less than 25% of the tendered quantity.

- (d) To encourage the Ancillary units, up to 40% of the tender quantity less the quantity considered on MSEs as at para 5.2 (d) above, shall be reserved for Ancillary units, subject to matching with L1, in a tender with split-able or divisible quantity.

In case no MSE is participating in the tender and/or is not matching L1 price, Ancillary units can be allowed up to 40% quantity on matching L1 price, subject to split ability & divisibility of the tendered quantity.

When there is no participation from Ancillary units or when Ancillary Units do not match the L1 price, then this reserved quantity for Ancillary Units shall be available for other participating vendors.

- (e) First the quantity will be allocated to eligible L-1 bidder (if Class-I local supplier) with 50% of tender quantity or the quantity offered by them whichever is lower. Thereafter, 25% of tender quantity will be allocated to qualified MSEs, then Ancillary units up to 40% of tender quantity less the quantity consider for MSE, subject to matching L-1/negotiated L-1 price.
- (f) If L-1 bidder is not a Class-I local supplier, after considering MSE bidders & Ancillary, purchase preference will be given to Class-I local suppliers, who are falling within the price range of L-1 + 20%, in order of pricing position for ordering up to 50% of tender quantity (including quantity considered on MSE Class-I & Ancillary Class-I local supplier, if any), subject to matching the L-1 / negotiated L-1 price. Then the quantity will be allocated to eligible L-1 bidder (is not a Class-I local supplier) up to 50% of tender quantity or balance tender quantity or the quantity offered by them whichever is lower.

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.

- (g) However, Buyer reserves the right to cancel the tender without assigning any reasons for the same.
- (h) MSE (Micro & Small Enterprises) bidders are requested to register under Udyam Registration as per circular issued by Ministry of Micro, Small and Medium Enterprises (MSME). In this regard, MSE bidders are required to give declaration of Udyam Registration Certificate, failing which such bidders will not be considered as MSE bidder. The Notification dtd.18th October, 2022 issued by Ministry of Micro, Small and Medium Enterprises may also be referred.
- (i) 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 Authorized 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 by the bidder)

(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 for processing 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.

6.0 DELIVERY SCHEDULE

- (i) Deliveries from successful parties will be taken to meet the monthly requirement of plant starting tentatively from Mar., 2026 for a period of 6 months (i.e. upto Aug., 2026). The delivery should commence immediately within 7 days of order or pro-rata to be delivered uniformly throughout the month and should be completed within 06 months.

IMP: Delivery of liquid Coal Tar Pitch should be made uniformly as per monthly schedule.

Illustration: If delivery schedule is 1500 MT Per month. The seller required to supply @ 58 MT per day though out the months (excluding the Sunday/Public Holidays) starting from the 1st day of the month subject to multiple of tanker loads.

- (ii) Seller should indicate their capacity to despatch maximum quantity per month in the unpriced bid.
- (iii) (A) Delivery schedule is the very essence of the Purchase Orders to be placed against this tender. The monthly delivery schedule is subject to change depending upon the actual production programme of the buyer and seller shall have to regulate the supplies accordingly if requested by the buyer. NALCO reserves the right to regulate the despatches depending on actual requirement by giving monthly despatch clearance and also to stop despatches in between depending on stock position. In such cases, Vendors are required to regulate supply as per clearance given by Materials Dept., Corporate Office. The despatch clearance including rescheduling of the defaulted quantity will be communicated by CGM (Materials), Corporate Office, Bhubaneswar /his authorized representative to all the suppliers under the tender 7 days prior to beginning of the month of delivery which will be done equitably with reference to the balance quantity yet to be supplied.

(B) Delivery at specified rate as informed by buyer is to be adhered strictly in view of continuity of supply to the plant. The quantity of LCT Pitch against the monthly supply scheduled should be delivered uniformly though out the month. Price reduction for delayed delivery on the undelivered portion of the supplies shall be applicable with reference to the original delivery schedule of the P.O or

the clearance/amended clearance schedule given by the CGM (Materials), Corporate Office, Bhubaneswar/his authorized representative, whichever is lower, at the rate of 0.5% per week not exceeding 5% of the total value of undelivered quantity.

Any supplier after getting formal written clearance from designated authorised representative Corporate Office CGM (Materials), Corporate Office, Bhubaneswar/his authorized representative may supply the defaulted quantity which will be taken into account in the month it is received towards calculation of price reduction for delayed delivery. NALCO reserves the right to ensure supply from alternative sources at the risk & cost of suppliers in case of default in supply for consecutive two months. While giving monthly despatch clearance, the authorized officer of Corporate Office will take into consideration such shortfalls in supply and storage capacity.

Date of entry of Liquid CT Pitch tanker in NALCO's Smelter plant will be considered for supply against schedule and as well as implication of LD.

(C) The monthly quantity as indicated in PO or advised by Materials Dept. Corporate Office would have tolerance of (+/-) 01 tanker load of 25 MT or +/-2% of the quantity whichever is higher. No quantity beyond the tolerance level will be accepted by the plant except with prior approval to this effect. However, Price reduction for delayed delivery as mentioned at Para B will be applicable to cumulative undelivered quantity at the end of each month. *However, the total variation in order quantity should be within +/-2%.*

- (iv) The delivery schedule quoted must be specific and realistic. Inability of the successful tenderer to execute order in accordance with the above schedule will entitle the buyer to purchase the same from any other source at the risk and cost of the tenderer. Needless to say, that such failure to adhere to the agreed shipment/delivery schedule will also be kept in view while considering their subsequent tenders.
- (v) The period of delivery of the material as stipulated by buyer in the schedule shall be deemed to be the essence of the order.
- (vi) It should be noted that in case order is placed on a bidder quoting higher price than lowest bidder in preference to the lowest acceptable one, in consideration of earlier delivery quoted by the tenderer and accepted by the Buyer, the supplier shall be liable to pay to the company the difference between the ordered rate and the lowest acceptable tender rate, in case such tenderer fails to make complete supplies as per the terms and conditions of the order, within the agreed shipment schedule incorporated in the order. This is without prejudice to other rights of the Buyer under the terms and conditions of the order. Delivery should be completed within delivery date of PO. Any delivery beyond the delivery date of PO requires the specific clearance from NALCO.

- (vii) Suppliers, having pending order with NALCO, will be required to execute the undelivered quantity completely as per delivery schedule and within the P.O. delivery date before commencing supply against new order against the current tender.

7.0 SAMPLING & PRESHIPMENT INSPECTION

- Method of sampling and testing shall be as per method/procedure outlined at Annexure-III & IV.
- Seller to ensure product quality assurance during production process and should have laboratory facilities for testing the major parameters of specification according to method specified.
- The buyer also reserves the option to depute his representative(s) for pre-shipment inspection at manufacture's plant. In such case, material can only be shipped after obtaining specific clearance from buyer's representative(s).
- Sample of 0.5 kg to 1.0 kg will be collected from each Tanker with identification of supplier & tanker registration number.
- Individual & composite samples will be retained in case of discrepancies
- Seller will be informed promptly in case of any parameter not meeting the specification
- In the event the individual tanker sample or the composite sample of 10 to 15 days not meeting the specification for any parameter, penalty for not meeting the specification will be imposed as detailed at Annexure-IV(A), as it will not be possible to return the said material. However, if deviation to specification persists in respect of all composite samples for the whole month in such case, buyer will have right to suspend despatch and despatch can be resumed only after it is satisfied that seller is in a position to supply material as per specification.

If the discrepancies occur more frequently buyer will have right to cancel order & procure from alternate source at risk & cost of seller.

The buyer also reserves the option to depute his representative(s) or pre-shipment inspection at manufacture's plant. In such case, material can only be shipped after obtaining specific clearance from buyer's representative(s).

- Sampling & Analysis will be as per Buyer's established Standard Method. Analysis of material at our plant is final and shall form the basis for levy of penalty (as per Annexure-IV(A)) and release of payment.
- Unloading of Liquid CT Pitch tanker in Smelter plant & safety compliance:
The vendor will strictly follow the unloading procedure of liquid CT Pitch tanker & safety compliance as per the instruction of Smelter Plant.

8.0 VALIDITY

The tender should be valid for acceptance till end of 90 days from the date of opening of the tender (Unpriced). Tender with lesser validity will be liable for rejection at the discretion of the buyer.

9.0 EARNEST MONEY DEPOSIT

The offer must be accompanied by Earnest Money for a value of Rs.25,00,000/- (Rupees Twenty-five Lakhs only) by Demand Draft /Pay Order/through e-payment favouring “National Aluminium Company Limited” payable at Bhubaneswar, Orissa or by way of Bank Guarantee (as per proforma at Annexure-XII(B)). The Indigenous Supplier should submit EMD in the mode as mentioned above preferably issued by State Bank of India, Commercial Branch, Bhubaneswar or from any of the Standardised Banks as per list enclosed at Annexure-XII(C).

The clauses of BG should be strictly as per proforma at Annexure-XII(B) and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank.

The seller shall ensure that the issuing bank must send the original bank guarantee directly to the addressee given below under speed post or registered post (AD) so as to reach the addressee prior to submission date of tender. The bidder/supplier will submit the photocopy of the bank guarantee self-certified mentioning despatch reference of the bank in the unpriced bid.

CGM (Materials)

National Aluminium Co. Ltd., NALCO BHAWAN, P/1,
Nayapalli, Bhubaneswar - 751 013
Odisha, INDIA

The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to the buyer.

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

IFSC: SBIN0009817

Account No.: 10044880013

Account Name: National Aluminium Company Limited

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

Bidder(s) submitting the EMD Amount through NEFT/RTGS/E-Transfer mode shall fill-up the details of Annexure-XIII after making the payment of EMD. The signed soft copy of the duly filled in Annexure-XIII, along with Transaction slip/receipt of the Bank has to be submitted by the Bidder(s) on the same day of payment to NALCO by email supriya.batabyal@nalcoindia.co.in; pramod.jena@nalcoindia.co.in.

A copy of the Annexure-XIII and Transaction slip/receipt of the Bank shall also be submitted along with Tender Document in Part-I (Techno-Commercial) offer.

The Earnest Money shall be kept deposited (or the bank guarantee) as the case may be shall remain un-discharged for such period as may be specified for keeping the tender valid. The Earnest Money will not earn any interest.

If the tenderer after submitting his tender, revokes his offer or modifies the terms & conditions thereof in a manner not acceptable to the purchaser, the Earnest Money/Bank Guarantee shall be liable to be forfeited/encashed.

Tenders not accompanied by Earnest Money/Bank Guarantee will not be considered.

Tenderers who are covered under public Sector, Govt. Agencies and the Firms registered with DGS&D/NSIC/District Industries Centres(DIC)/Khadi & Village Industries Commission(KVIC)/Khadi & Village Industries Board (KVIB)/Cair Board/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (If registered for production/supply of Liquid CT Pitch), others for which specific exemption has been granted by NALCO such as Ancillary Industries etc., and all Start-ups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, Govt of India shall be exempted from submission of above Earnest Money, subject to submission of valid registration certificate acceptable to buyer. However, such MSE bidders are required to submit Udyam Registration mandatorily to avail the above exemption of submission of EMD.

After finalisation of the tender, the EMD of unsuccessful tenderer shall be refunded to respective tenderer. The EMD of successful tenderer shall be refunded after submission of a Performance Bank Guarantee.

In the event of non-execution of Order, the EMD will stand forfeited.

10.0 REPLACEMENT OF OFF-GRADE MATERIAL:

The quality of the material supplied will be strictly as per ordered specifications. In case, material is not as per the ordered specifications, the seller shall replace the off-grade material with the material of ordered quality, where Buyer request for the same, otherwise material can be used by Buyer by levy of penalty as specified at Annexure-IIA. This is without prejudice to the rights of the company to reject the materials and procure the same at the risk and cost of the Seller.

11.0 INSURANCE:

Since supplies are on FOR destination basis, all risk involving loss or damage during transit shall be to the account of supplier.

12.0 PERFORMANCE BANK GUARANTEE:

The seller shall furnish a performance Bank Guarantee (PBG) as per the enclosed proforma, within 21 days from the date of issue of Letter of Intent/Purchase Order by the Buyer, for an amount equivalent to 5% of the value of the order, valid for six months after the arrival of last lot at Angul.

For supplies prior to submission of PBG within 21 days from LOI/P.O., 10% of invoice value will be retained, thereafter equivalent amount of PBG will be retained & to be released after submission & acceptance of PBG.

The performance bank guarantee should be issued by any of the standardised banks as per list enclosed at Annexure-XII(C).

The wording and clauses of BG should be strictly as per proforma at Annexure-XII(A) and no deviation to the same shall be permitted. Seller is required to ensure the same from the issuing bank.

The seller shall ensure that the issuing bank must send the original bank guarantee directly to National Aluminium Company Limited, Smelter plant, Angul-759145, Orissa. Attn. DGM(Finance) under speed post or registered post (AD) so as to reach the addressee within 21 days of order.

The issuing bank should be advised to send a direct confirmation of issue of bank guarantee to the buyer.

The message of confirmation can be sent to NALCO's SBI A/c Branch IFSC number-SBIN0008279 (SBI KANDSAR-NALCONAGAR) through SFMS and beneficiary name as NATIONAL ALUMINIUM CO Ltd, Smelter Division.

In case furnishing of an acceptable PBG is delayed by the seller beyond the period provided above, penalty @ ½% of the value of the PBG per week or part thereof subject to a maximum of 5% of the PBG value for the period of delay in submission of the PBG shall be levied, which will be recovered from Invoice. Alternatively, the buyer may declare the order as terminated and enforce the clause of default.

The PBG shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respect of the order. Initial validity shall be six months beyond the date of arrival of last consignment at Angul, provided that before the expiry of the date of validity of the PBG, the seller on being called upon by the buyer from time to time obtain from the Guarantor Bank, extension of time for validity thereof for a period of six months on each occasion. The aforesaid extension or extensions, executed on non-judicial stamp paper of an appropriate value has to reach the buyer at least fifteen days before the date of expiry of the PBG on each occasion. Failure to extend the PBG shall entail termination of the order and shall constitute breach of contract.

As and when an amendment is issued to the order, the seller shall within fifteen days of the receipt of such an amendment furnish to the buyer an amendment to the PBG rendering the same valid for the order as amended.

The PBG and/or any amendment there to shall be executed on a non-judicial stamped paper of requisite value in accordance with the laws of the country in which the same is

are executed by the party competent to do so. On satisfactory performance and completion of the order in all respect, the PBG will be returned to the seller.

On the breach of the contract by the supplier, Contract cum Performance Bank Guarantee shall be forfeited/encashed whether or not the company has suffered a loss on this account and Purchase Order will be rescinded. Forfeiture/encashment of Contract cum Performance Bank Guarantee does not prejudice NALCO's rights to make risk purchase and recover damages on account of such risk purchases. In the event of Forfeiture/encashment of PBG the GST will be applicable.

13.0 LIQUIDATED DAMAGES/ PRICE REDUCTION SCHEDULE FOR DELAYED DELIVERY:

Delivery period is the essence of the contract and the material should be delivered on FOR Smelter Plant basis within this time, failing which, buyer without prejudice to its other rights under the contract shall have the option either to reduce the price @ 0.5% of order value per week or part thereof subject to a maximum of 5% of the undelivered portion/the order value (if the item(s) cannot be used unless full supply is made) or to cancel the order and purchase the materials from alternative source at the risk and cost of the seller". GST as applicable would be charged on LD/PRS.

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

Seller, however, will not be held responsible for delays caused by buyer's shipping advices. However, such liquidated damages shall not apply to any period of extension, which would be granted by the buyer under "Force Majeure" conditions as per clause No.15 hereunder. Imposition of liquidated damages shall be without prejudice to the rights of the buyer company to terminate the order and get it executed through alternative sources at the risk and cost of the seller. This is without prejudice to any other rights under the contract.

14.0 DEFAULT:

Should the seller fail to have the material ready for delivery by the time or times or times agreed upon or should the seller in any manner/or otherwise fail to perform the order or should it have a receiving order made against it or made or entered into any agreement or compositions with creditors or suspend payments (or being a company should enter into liquidation either compulsory or voluntary), the buyer shall have the power to declare the order as at an end at the risk and cost of the seller in every way. In such a case, the seller shall be liable for any liquidated damages, which the buyer may be put to, incur or sustain by reasons of/or in connection with the seller's default, or on account of risk purchase.

15.0 RISK PURCHASE:

The cancellation of order as stated in the above Default clause may be either for whole or part of the order at the buyer's option. However, before such cancellation the buyer shall give four week notice to the seller for taking corrective action and in case necessary corrective action is not taken by the seller to buyer's satisfaction within the said period of four week, buyer shall be at liberty to terminate the order in part or whole and he may procure, upon such terms and in such manner as he deems appropriate, supplies or services similar to those so terminated and the seller shall be liable to the buyer for any losses, excess costs for such/similar supplies or services provided that the seller should continue the performance of the order to the extent not terminated under the provisions of this clause. If in the opinion of buyer, the seller shall not be able to cure the default even after notice, such notice shall not be necessary and the buyer may terminate the order at the risk and cost of the seller.

16.0 ARBITRATION: With Sub clauses from 1.0 to 1.5.

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, emphasizing 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:

S.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.
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 are 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 OM's / 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 otherwise 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.

17.0 PAYMENT TERMS:

100% Payment including full taxes and duties shall be payable against receipt & acceptance of materials and presentation of complete despatch documents to the Deputy

General Manager (Finance), National Aluminium Company Limited, Smelter Plant, Angul, Orissa. However, payment of GST is subject to reflection of supplier's invoice in GSTR2A/Anx-2 (GST new return) of NALCO. All payment shall be made through e-payment. Bank charges, if any, shall be to the account of Buyer. The seller is to furnish appropriate bank mandate form for e-payment.

Tax Deduction at Source under GST

- (i) 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/-. This provision is applicable from 01.10.2018.
- (ii) 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 taxable goods, for availing input tax credit as prescribed under Goods and Service Tax (GST) Act, the vendor/ party/ Seller/ Service provider as the case may be must hand over transporter's copy of Invoice to the carrier along with other relevant documents. The original copy of Tax Invoice under GST should be sent along with the payment documents. In case, NALCO is not able to take Input Tax Credit for any default/ non-compliance by the vendor/ party/ seller/ service provider, same shall be recovered from the defaulting party. The vendor/ party/ seller/ service provider has to comply any modification in the prescribed rules by GST council/ appropriate authority from time to time in the purchase order.

The Seller accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/ State statutes.

In case, NALCO is not able to take Input Tax Credit due to any noncompliance/ default/ negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).

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, filing appropriate returns within the prescribed time etc.

18.0 DESPATCH ARRANGEMENT:

The seller shall make necessary arrangement for transportation and timely delivery of the material at Buyer's Plant at Angul. The basis of billing and payment of each supply will be based on weights/analysis recorded at our end. The supplies to be made as per details given below, consignment to be despatched to:

CONSIGNEE : M/s. National Aluminium Co. Ltd.,
Smelter Division, Nalco Nagar,
Dist. Angul, Orissa (India)
Attn.: AGM (Materials)

MODE OF DESPATCH : By Tanker

DESTINATION : Smelter Plant at Angul

Necessary e-way bills shall be arranged by Supplier and your despatch document should accompany with e-way bill.

The order shall be governed by the laws of India for the time being in force and as may be amended from time to time and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.

19.0 EXECUTION:

The whole order will be executed to the entire satisfaction of the Buyer.

20.0 The order shall be governed by these terms and conditions read with our Standard Terms and Conditions for purchase (Indigenous) (Annexure-VII).

21.0 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 notarised 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

22.0 We are SA 8000 certified company. It is expected that our suppliers/service providers confirm to the requirements of this international standard SA8000-2008. The survey questionnaire (attached) may please be filled & sent along with the bid document (Annexure-XI).

23.0 The tenderer must sign the integrity pact duly filled in as per Annexure-XIII & submit the same along with unpriced bid, failing which offer shall be liable for rejection. The Independent External Monitor (IEM) of Nalco for this NIT is as below who will oversee the compliance to integrity pact:

- (i) Ms. Hare Krushna Dash, IAS (Retd.)
House No. 829, Sector-8, Gandhinagar, Gujarat-382007
E-mail: hkdash184@hotmail.com
- (ii) Ms. Meeran C Borwankar, IPS(Retd)
C10/5, Vasant Vihar, New Delhi-110052,
E-mail: mcborwankar@gmail.com

Note: Only representation in respect of Integrity Pact need to be addressed to the nominated IEM and no query regarding tender terms and conditions should be addressed to the IEMs.

24.0 P.O. against this tender will be treated independently without linking supply/prices with other ongoing contracts.

25.0 The bidders are required to submit declaration that the information/documents submitted against the tender are true and bonafide as per Annexure-XVI.

The bidders 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.

26.0 SUBMISSION OF BIDS:

The tenderers desirous to quote on the above basis must submit their offer in GeM as per detailed online submission procedure at Annexure-IV.

27.0 The Conditions of the contract stipulated in the tender notice will supersede those in Standard terms & conditions of Enquiry (Indigenous) – Annexure-VI & Standard terms & conditions of Purchase (Indigenous) - Annexure-VII in case of any conflicting provisions.

NOTE: Please refer to the Nalco's Website i.e. www.nalcoindia.com and www.gem.gov.in for any future update and modification (Addendum/Corrigendum) in NIT.

FOR & ON BEHALF OF
NATIONAL ALUMINIUM COMPANY LIMITED

GENERAL MANAGER (MATERIALS)

NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)
Bhubaneswar (Odisha)

INSTRUCTIONS TO TENDERERS

- 1.0 Bidder can download the complete set of tender documents which is available in our website www.nalcoindia.com and www.gem.gov.in in .pdf format. Tender to be submitted in GeM portal.
- 2.0 At any time prior to the bid due date, NALCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document and issue amendment in the form of Addendum.
- 3.0 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.
- 4.0 In order to afford prospective Bidders, reasonable time in which to take the amendment into account in preparing their bids, NALCO may, at its discretion, extend the bid due date.
- 5.0 Bidders shall treat the tender documents and contents therein as strictly confidential. The tender document is and shall remain the exclusive property of the NALCO without any right to bidder to use them for any purpose except for the purpose of bidding.
- 6.0 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.
- 7.0 Bidder shall ensure that any certificate/report issued/attested by an Independent practicing chartered accountant shall include the UDIN number. Certificates/ reports issued/attested without UDIN number of practicing chartered accountants in India shall not be considered for evaluation.
- 8.0 **SUBMISSION OF BID:**
- 8.1 The bid due date for the tender is as specified in GeM portal. The bids are to be submitted online before the bid due date and time through Government e-Marketplace (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.

8.2 The bids are to be submitted in two parts – Un-Priced (techno-commercial) and Priced.

8.2.1 Techno - commercial (un-priced) Bid should contain the following:

Part –I (un-priced) Bid, shall consist of:

- (i) Duly filled-in un-priced bid proforma for indigenous offer (Annexure – VIII)
- (ii) Required certificate indicating the bidder as Class-I or Class-II local supplier as the case may be, from the statutory auditor or cost auditor of the company or from a practicing cost accountant or practicing chartered accountant giving the percentage of local content as per PPP-MII order.
- (iii) Copy of Earnest Money deposited/submitted (Original EMD BG/DD/ RTGS details to be deposited on or before the stipulated due date & time for submission of bid)
- (iv) Copies of production, supply experience figures for the last two financial years 2023-24 & 2024-25 duly certified by a chartered accountant/chartered engineer or supporting documentary evidence i.e. copies of invoice matching with declared quantity along with valid CTO as on date of bid submission.
- (v) Audited/certified by chartered accountant, standalone Balance sheet and profit & loss account for last three financial years i.e. 2022-23, 2023-24 & 2024-25.
- (vi) A certificate from the Chartered Accountant/Cost Accountant with UDIN indicating the turnover details & Net worth for the relevant period shall be uploaded with the bid.
- (vii) Technical literature about the process of manufacture of material, brochure of manufacturer & other technical requirements as per NIT along with the tender.
- (viii) Litigation history as per Clause 21 of Annexure-Tender Notice).
- (ix) Filled in Mandate Form for Electronic Payment (Annexure-X)
- (x) Duly filled in SA-8000 format (Annexure-XI)
- (xi) Pre-contract Integrity Pact duly signed (Annexure-XIV)
- (xii) Declaration duly certified by Chartered Accountant with respect to point no.35a of Annexure VIII, for Clause 5.2(i) of Tender Notice for establishing relationship with other participating bidders (Annexure-XV).
- (xiii) Compliance Certificate with regard to Order No.F.7/10/2021-PPD (1) dated 23.02.2023 as per Cl. 18.0 of Annexure-I for eligibility of a “bidder from a country which shares a land border with India”.

PLEASE NOTE: ORIGINAL EMD BG / DD SHOULD REACH TO US WITHIN DUE DATE AND TIME.

8.2.2 Price Bid:

Price Bids (Inclusive of Transportation & Taxes) should be Submitted in GeM.

8.3 Bidders are advised to ensure that the quantity offered against the tender should be same in both NALCO's Unpriced Format and in GeM portal. If there is any difference in quantity, then the quantity offered In NALCO's unpriced bid format will be considered as final and binding for the purpose of order placement, if any.

8.4 Please note that only online bids will be considered for evaluation of offers. Bids must be submitted as per unpriced format given in Annexure –VIII and not on Bidder's own format. Failure to do so may result in rejection of tender.

9.0 NALCO reserves the right to accept or reject any bid, and to 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 Owner shall always be at liberty to reject or accept any bid or bids at his sole discretion and the Bidder shall have no claim in that regard against the Owner. A bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.

10.0 RATES:

The Indigenous tenderer should offer rates including all charges and inclusive of Taxes & duties for delivery Point basis, inclusive of handling, loading and forwarding charges, Freight charges by Road should for delivery at Smelter Plant, Angul, inclusive of IGST/UTGST/CGST/SGST.

11.0 (a) When samples are called for along with tenders, they should be marked and labelled so as to correspond with the item of the tender. They should be sent 'freight paid' to the same address as the tender and arrangements should be made to see that they arrive by the opening date of the tender, otherwise offers are liable to be rejected.

(b) The tenderers must state on the tender form, if he requires the return of unaccepted samples failing which they will be retained by the Purchaser. Unaccepted samples will be collected by the local firms themselves and will be returned to outside firms on 'Freight to pay' basis. NALCO shall not in any way be responsible for the return of the sample in its original condition.

12.0 RIGHT OF ACCEPTANCE AND REJECTION OF TENDERS:

The Purchaser reserves to himself the right to accept tenders in respect of all items, any one item of or part of an item, and the acceptance thereof shall be deemed as sufficient notice of the exercise of such right. The tender shall thereafter be for the quantity so accepted which will form the Contract.

13.0 DELIVERY OF STORES:

- (a) Delivery of stores despatched F.O.R. from any stations will not be considered as taken over by consignee until invoiced quantities have been inspected, counted, weighed or measured at destination. Until such delivery is taken all stores shall be at Sender's risk and NALCO shall not be bound by any number, weight or measurement stated in the related transport documents or the Firm's invoices.
- (b) All supplies shall be subject to inspection, measurement and weighment on receipt of stores at destination as specified in the Purchase Order. The decision of the inspection Officer or any other person nominated by the Purchaser, as regards quality or quantity of supplies delivered, shall be final. The Inspecting Officer is entitled to reject any or all of the supplies.
- (c) Even in cases, if prior inspection of stores before despatch is arranged, NALCO shall be entitled to reject any of all the supplies on receipt if not found complying with terms of the contract.

14.0 TESTING OF STORES:

The suppliers shall be required to reimburse NALCO for any expenditure incurred in testing supplies which failed to correspond to the required specifications.

15.0 INSTRUCTIONS TO BE OBSERVED BY SUPPLIERS IN PREPARING BILLS:

- (a) The bills should be prepared in ink or duly typed and submitted in triplicate marked " Original" or "Duplicate" or " Triplicate " on the respective foils. The rates should be shown both in words and figures. Bills either prepared or signed by Pencil or ball point pens will not be accepted.
- (b) The nomenclature of the material supplied shown in the bills should be strictly in accordance with the description given in the Purchase Order.
- (c) Consignee's name and other reference should be given on the bill as well as in all correspondence in connection therewith for facility of connecting the papers and arranging for early payment.

16.0 COMPLAINTS REGARDING NON-PAYMENT:

The suppliers shall, when making reference regarding non-payment of their bills for supplies made, invariably mention the particulars of material and the destination of Consignee to whom the materials have been despatched. Purchase Order No. and date and despatch particulars etc. to facilitate prompt action being taken for settlement of their bills.

17.0 REMOVAL OF REJECTED MATERIALS:

- (a) Local firms will remove the rejected materials within 7 days of the date of issue of the rejection memo falling which the responsibility of NALCO will cease and the material will remain at Supplier's entire risk and NALCO shall have right to dispose of such stores at the supplier's risk and account without reference to them.
- (b) Rejected materials of out station firms if not removed within 21 days of issue of a rejection memo, will be despatched to them at their risk and responsibility on freight to pay basis.

18.0 GUIDELINES FOR ELIGIBILITY OF A BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:

All the clauses of Order No. No. F. 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>) All the bidders are required to submit compliance certificate as asked in the above order no. F.7/10/2021-PPD (1) dated 23.02.2023. The model certificate is given below:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. **I** certify that bidder M/s. _____ (name of the bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. **I** hereby certify that bidder M/s. _____ (Name of bidder) fulfils all the requirement in this regard and is eligible to be considered against the tender.” [where applicable, evidence of valid registration by the Competent Authority shall be attached].

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.

BIDDER'S QUALIFYING CRITERIA (BQC)

- i. Only Class-I local Suppliers or Class-II local Suppliers are eligible to participate in the bid as defined in Public procurement (Preference to Make in India) Order 2017. The minimum local content must be 50% for Class-I local supplier and must be minimum 20% and less than 50% for class-II supplier at present.

Accordingly, all the bidders are required to submit required certificate indicating the bidder as class-I or Class-II supplier as the case may be, 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.

- ii. All bidders should have supply/production experience of Liquid Coal Tar Pitch for atleast 10% of NIT quantity in any one of last two financial years (i.e. 2023-24 & 2024-25).

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.

- iii. The offer of the bidder will be considered who offers a minimum 10% of the tender quantity.

- iv. Average annual financial turnover of the bidder during the last three years (i.e. 2022-23, 2023-24 & 2024-25) should be at least Rs. 12.58 Crores (i.e. sum of turnover of said three years divided by three).

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

- v. Net worth of the bidder during the last financial year shall be positive as per audited balance sheet.
- vi. 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.
- vii. New bidders who have not supplied Liquid CT Pitch to Nalco earlier should submit a representative sample of Liquid CT Pitch of minimum 5 Kg in duly labelled sealed package and hand over to the buyer along with the tender for analyzing and testing at Nalco's smelter plant laboratory. The sample should meet specification parameters as per Annexure-I. Otherwise their bid will not be considered.
- viii. Following Bidders shall not be considered for ordering against this tender:

- a. Bidder who have been banned by NALCO and their allied firm.
- b. Bidders who have not settled NALCO's claim against Risk & Cost purchase and their allied firm.
- c. Bidders who have not executed at least 80% P.O. schedule quantity till month prior to the month of bid submission of existing orders subject to Force Majeure conditions.

Note: Offer of bidders not meeting the above BQC (Bidder's Qualifying Criteria) are not to be considered and will be rejected.

Bidders are required to submit the following supporting documentary evidence:

- 1) Production and supply experience quantity of Liquid CT Pitch in the financial years 2023-24 & 2024-25 duly certified by chartered accountant/ chartered engineer or supporting documentary evidence i.e. copies of Invoice matching with declared quantity. However, bidder (other than manufacturer) to furnish only supply experience and indicate the name of the manufacturer whose product is being offered and letter of manufacturer confirming allocation of quantity for the above tender should accompany the offer. Offers not accompanied by above details are liable for rejection.

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.

- 2) The bidders have to submit the copies of audited standalone financial statements/ Profit & Loss accounts of the relevant years (2022-23, 2023-24 & 2024-25) in support of the above qualifying criterion along with the bid.
- 3) A certificate from the Chartered Accountant/Cost Accountant with UDIN indicating the turnover details & Net worth for the relevant period shall be uploaded with the bid.

TECHNICAL SPECIFICATION				
MATERIAL: LIQUID COAL TAR PITCH				
SL.	PARAMETERS	UNIT	SPECIFICATION	METHOD USED
1	Softening Point (Mettler)	deg C	107-113	METTLER S.P. Apparatus
2	Coking Value (Alcan)	%	55 min	Alcan
3	Viscosity at 140 ⁰ C at 160 ⁰ C	cps cps	20,000 max. 3,000 max.	BROOKFIELD VISCOMETER
4	Quinoline Insoluble (Q.I)	%	5.0-11.0	Chemical method
5*	Toluene Insoluble (TI)	%	-	Chemical method
6	Beta Resin (TI-QI)	%	20 min	Calculation
7	Density	g/cc	1.30 min	ACCUPYC, Apparatus
8	C/H in Pitch	-	1.73 min	LECO CHN Apparatus
9	C/H in Alpha Resin	-	3.5 min	LECO CHN Apparatus
10	Ash	%	0.50 max	Weight difference after ignition
11	Sulphur (S)	%	0.60 max	XRF
12	Sodium (Na)	%	0.035 max	XRF/AAS
13	Calcium (Ca)	%	0.010 max	XRF/AAS
14	Mesophase: An Optical Microscope must not show the presence of mesophase of size bigger than 10 microns			ASTM: D4616
<i>* These parameters are given only for calculation of Beta Resin.</i>				
XRF = X-Ray Fluorescence Spectrometer, AAS = Atomic Absorption Spectrophotometer.				
Note: Material shall be delivered at our Smelter Plant at temperature of 180 ⁰ C +/-10 ⁰ C.				

Note: The above specifications, figures/ranges are supposed to be for the Coal Tar Pitch as analysed and found at our site laboratory at Angul (to be verified within 30 days of receipt). Hence, while quoting and/in production of Pitch the party shall take sufficient measures to ensure that the pitch shall conform to the specification as analysed at Nalco, Laboratory, i.e. without considering allowances/tolerances if any for the testing equipment, reagents, etc.

Typical Sample Analysis Result & Method used**Material: Liquid Coal Tar Pitch**

S L.	PARAMETERS	UNIT	SPECIFICATION	TYPICAL RESULT OBTAINED	METHOD USED BY NALCO	METHOD USED BY THE VENDOR
1	Softening Point (Mettler)	deg C	107-113		METTLER S.P. Apparatus	
2	Coking Value (Alcan)	%	55 min		Alcan	
3	Viscosity at 140 ⁰ C at 160 ⁰ C	cps cps	20,000 max. 3,000 max.		BROOKFIELD VISCOMETER	
4	Quinoline Insoluble (Q.I)	%	5.0-11.0		Chemical method	
5*	Toluene Insoluble (TI)	%	-		Chemical method	
6	Beta Resin (TI-QI)	%	20 min		Calculation	
7	Density	g/cc	1.30 min		ACCUPYC, Apparatus	
8	C/H in Pitch	-	1.73 min		LECO CHN Apparatus	
9	C/H in Alpha Resin	-	3.5 min		LECO CHN Apparatus	
10	Ash	%	0.50 max		Weight difference after ignition	
11	Sulphur (S)	%	0.60 max		XRF	
12	Sodium (Na)	%	0.035 max		XRF/AAS	
13	Calcium (Ca)	%	0.010 max		XRF/AAS	
14	Mesophase: An Optical Microscope must not show the presence of mesophase of size bigger than 10 microns				ASTM: D4616	
	<p><i>* These parameters are given only for calculation of Beta Resin.</i></p> <p>XRF = X-Ray Fluorescence Spectrometer, AAS = Atomic Absorption Spectrophotometer.</p>					

STANDARD METHOD FOR SAMPLING & TESTING**(A) SAMPLING OF LIQUID PITCH:**

After receipt of tankers inside plant premises, sample(s) are collected by a sample scoop by immersing it through the top opening of the tanker either from a particular height or different height of tanker. Samples are drawn in a container for a quantity in between ½ to 1 Kg in duplicate containers. Samples are collected from each tanker for different suppliers and kept with proper identification. One container with the sample is sealed by the representative of the supplier for future reference in case of joint analysis. From the other container a sample mould is prepared for immediate softening point determination. Any other parameter can also be checked, if required. After the liquid sample is solidified, the unsealed container is unpacked & the sample is taken out and preserved in polyethylene sample bag with identification of truck / tanker no. and date received.

If any time, abnormal results are found in the initial softening point determination, then individual tanker samples are checked to reconfirm the abnormal results.

Then after 10-15 days collection a composite sample is prepared by taking (approx.) equal quantity of pitch from individual tanker preserved samples for each supplier. In this composite sample if any variation (out of specification) is found in one or more parameters, further investigation will be done from individual tanker sample already preserved. As the material is fed directly to the storage tank / process and gets mixed with other supplies, no further joint sampling is possible from the consignment tanker.

(B) TOLUENE INSOLUBLE:

The sample is digested with hot toluene using a reflux condenser. The insoluble matter is filtered through G-4 crucible, washed with Acetone dried and weighed.

(C) QUINOLENE INSOLUBLE:

The sample is digested with quinolene in a water bath at 70-80 degree C. The insoluble matter is filtered through a G-4 crucible using filter pad. Residue is washed with toluene and acetone, dried and weighed.

(D) COOKING VALUE (ALCAN METHOD):

1 gram of sample is taken in a weighed porcelain crucible fitted with overlapping lids and is completely embedded by 16/65 mesh (1mm/212micron) coke fraction in a nickel crucible. The crucible with metallic support is placed in an electric furnace, controlled at 550 ± 10 deg C for 2.5 hours. After cooling down the crucible with the residue is weighed.

(E) SOFTENING POINT BY METTLER METHOD:

In this test method, the Softening Point is the temperature at which pitch suspended in a cylindrical cup (SS mould) with a 6.35 mm hole in the bottom, flows downwards a distance of 19 mm to interrupt a light beam, as the sample is heated at a linear rate in air.

Liquid pitch in hot condition is poured into a cup (SS mould) slowly until the level of pitch exceeds the upper edge of the cup keeping the tip of the container close to the top of the mould to minimize entrapment of air bubbles. The pitch in the cup (mould) is cooled until firm. The sample flush with the top of the cup (mould) is trimmed by pressing with a heated knife or spatula. The softening point is then determined by Mettler apparatus.

Mettler Softening Point Apparatus is set at a temperature 20 deg C below the expected Softening Point of the sample. The sample cup is placed in a cartridge assembly and then to the apparatus and heated in a programmed manner at the rate of 2 deg C/minute. The measurement is automatic and results of Softening Point is displayed.

(F) VISCOSITY:

Shearing is applied by rotation of a cylindro-conical barrel immersed in molten pitch in a fixed cylindrical container. The shearing strength is calculated from the measurement of the torque on the barrel in rotation.

Representative samples of Coal Tar Pitch is sampled in an oven at 150-160 deg C to bring into liquid condition or till the foam ceases. The liquid pitch is taken to fill half of the Aluminium cup or after cooling down, the sample is crushed to 1 mm size and filled to the full capacity of Aluminium cup and placed into the groove of Viscometer.

Viscosity readings are taken at 140⁰ C and 160⁰ C as per the standard procedure of Brooke field Viscometer.

(G) DENSITY (HELIUM PYCNOMETRY):

Knowing the mass of the sample, the apparatus used (Accupyc 1330, Micromeritics), determines sample volume and calculates its density.

1 mm size sample representing the composite sample is taken for this test. The measurement is done under helium gas in an ACCUPYC Pycnometer as per standard procedure.

(H) ASH CONTENT IN PITCH:

The sample is weighed before and after complete combustion in air at 700 deg C. Place about 5-10 grams of sample is heated on a hot plate initially to remove the oil and then placed in muffle furnace at 350 deg C. The furnace temperature is raised progressively from 350 deg C to 700 deg C. Maintain the crucible and the test sample in the muffle furnace set at 700 deg C until a constant weight is obtained.

(I) PITCH IMPURITIES CONTENT BY XRF:

The concentration of the different impurities is determined using X-ray fluorescence spectrometry (XRF).

(J) C/H IN PITCH AND ALPHA RESIN:

C/H in Pitch and Alpha resin will be determined as per the standard procedure of LECO CHN Analyser.

(K) MESOPHASE:

The amount and size of mesophase in Pitch will be estimated as per ASTM-D4616 method by an optical microscope using reflected light.

ANNEXURE-IV(A)

PENALTY FOR MATERIAL SUPPLIED NOT CONFIRMING TO THE SPECIFICATION

SL NO	PARAMETERS	SPECIFICATION	PENALTY RANGE	RATE OF PENALTY
1	Softening point (Mettler) degC	107-113	+/- 0.5 deg C	10%
2	% Coking value (Alcan)	55 min	- 0.5%	10%
3	% Quinoline Insoluble (Q.I)	5 -11	+/- 0.5%	10%
4	% Beta Resin	20 min	- 1%	10%
5	Viscosity – cps at 140 ⁰ C	20,000 max	+2000 cps	10%
6	Viscosity – cps at 160 ⁰ C	3,000 max	+ 500 cps	10%
7	% Ash	0.50 max	0.10%	10%
8	Density gm/cc	1.30 min	- 0.02 gm/cc	10%
9	% Sulphur (S)	0.60 max	+0.10%	10%
10	% Sodium (Na)	0.035 max	+0.010%	10%
11	% Calcium (Ca)	0.010 max	+0.010%	10%
12	Mesophase: An optical microscope must not show the presence of mesophase of size bigger than 10 micron.		Size more than 10 micron	20%

- In case parameters Sl. No.1 to 6 varies beyond the penalty range mentioned above in respect of one or more parameters, imposition of penalty should be at the flat rate of 50% of the landed cost.
- In case of parameters at Sl. No. 7 to 11 varies beyond the above mentioned penalty range in respect of one or more parameters, imposition of penalty should be at the flat rate of 25% of the landed cost.
- Penalty for C/H

1.	C/H in Pitch	<u>Penalty Range</u>	<u>Rate of Penalty</u>
		< 1.73	10%
		< 1.69	20%
		< 1.61	50%

1.	C/H in α -resin	<u>Penalty Range</u>	<u>Rate of Penalty</u>
		< 3.50	10%
		< 3.44	20%
		< 3.38	50%

Note: Max. penalty for C/H ratio deviation will be limited to flat rate of 50% of landed cost.

Note: In case of deviation in multiple parameters (considering all the 12 parameters), the maximum penalty will be levied at 50% maximum of the landed cost.

REQUIREMENT IN LIQUID PITCH TANKERS

The necessary requirements in Liquid Pitch Tankers in particular but not limited to this given below: -

- 1.0** The Liquid Pitch Tankers must have inbuilt Diesel Generator and electric heat tracing coils all around suitably covered under good insulation so as to maintain Liquid Pitch Temp. of $180^{\circ} \pm 10^{\circ} \text{C}$. The tanker is to be heated by electricity only and must not have any flue tube.
An automatic Temperature Control system should be provided to activate the generator. Temperature control system must be in operation in order to maintain temperature of liquid pitch within specified range of $180^{\circ} \pm 10^{\circ} \text{C}$ till unloading at site.
Heating Capacity of the tanker shall be good enough to raise the temperature appreciably whenever the pitch temperature goes down below 170°C .
- 2.0** Liquid Pitch Tanker must have one more reliable Temperature Indicator in order to know the temperature of Liquid Pitch inside the tanker.
- 3.0** Tanker outlet valve should also have electric heat-tracing coil covered by insulation so as to maintain it hot and facilitate easy flow of pitch during unloading. No separate external heating by LPG or Diesel or any other means is permissible.
- 4.0** Height of tanker unloading outlet valve should be minimum 4 feet above ground level.
- 5.0** Party must get well acquainted with Nalco's pitch unloading system as it would be party's responsibility to facilitate unloading at Nalco's receiving point.
- 6.0** For new parties, pre-despatch inspection of Liquid Pitch tankers will be conducted by site people in order to assess the performance of tanker automation facilities.
Parties must be of good repute having sufficient experience in supply of quality Liquid Coal Tar Pitch to Aluminium Industries. Nalco's Site Engineer's will have the option to visit party's plant installations, Laboratory facilities, as consistency in quality of supplied pitch is our prime important factor.
- 7.0** In case the tankers are held up at site for unloading due to various reasons like storage tank high level, the vendors shall have to wait till normalcy prevails without any extra charge for such cases. The supplier should adhere to the delivery schedule as per the normal consumption pattern unless instructed otherwise.
- 8.0** No loaded tankers will be allowed for detention inside the plant. However, in the process of decanting, the tankers will be allowed for completion of the unloading.
- 9.0** All the pitch tankers should be accompanied by a representative for coordination till unloading. Also, it must have a helper so that any incident of such nature is reported at the earliest and appropriate remedial action or helps can be rendered.
- 10.0** For extension of electrical power to pitch tanker for heating, standard operating procedures as defined in the relevant sections of the electricity rules/codes are to be followed up without any fail. This facility shall be extended to the pitch tankers who comply with the relevant sections of the CEA Regulations, 2010. Moreover, the vendor will be required to engage an electrician and also submit an under taking in this regard.

**NATIONAL ALUMINIUM COMPANY LIMITED,
(A Government of India Enterprise)**

STANDARD TERMS AND CONDITIONS OF ENQUIRY (INDIGENOUS)

- 1.0** Quotation shall be made on F.O.R Destination basis indicating separately the basic price, packing and forwarding charges, freight charges, discount, if any and applicable GST along with HSN/SAC code each indicated clearly and separately as per enclosed price bid format/ BOQ. Whenever the offered material is not subjected to GST, the applicable taxes and duties should be clearly and separately indicated. Transit Insurance shall be arranged by NALCO and hence this should be considered in the offer. In case the terms & conditions of the offer are in deviation to the Enquiry, loading as specified in Enquiry will be done for evaluation of offer(s).
- 2.0** Bidders are requested to quote their best prices considering the fact that the order will be placed on lowest tenderer only.
- 3.0** Unless otherwise specified all prices quoted must remain firm except for statutory variation in taxes and duties during contractual delivery period. Any increase in taxes and duties after expiry of the delivery period for which Input Tax Credit is not admissible to NALCO will be to supplier's account. Any decrease in taxes and duties during the extended period will be availed of. Price variation clauses, if any, should be clearly quantified without any ambiguity with ceiling limits.
- 4.0** Quotations should preferably be typewritten, and any correction or over-writing should be initialled. Rates to be indicated both in words and figures. In the case of e-procurement, quotations should be submitted on-line.
- 5.0** In Techno-commercial 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.
- 6.0** Sealed quotations in envelope superscribing tender enquiry no. and due date of opening must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. In the case of e-procurement, on-line quotation must be submitted before the due date and time. Quotations received after a specified date and time are liable to be rejected.
- 7.0** Quotation should be valid for a minimum period of 90 days from the date of opening of the tender.
- 8.0** Complete specifications with relevant Indian/ International Standards, Manufacturer's name/ brand name and country of origin with catalogues and drawings if any should be sent with the offer. Offer without adequate technical specifications/ information shall be liable to be rejected.

- 9.0** NALCO reserves the right to accept any tender in full or in part or to reject any or all tenders or to cancel the bidding process at any time prior to award of the Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder/ bidders of the ground for NALCO's action. However, a bidder may seek clarification regarding the bidding document provisions, bidding process and/ or rejection of his bid. NALCO shall respond to such queries within a reasonable time.
- 10.0** Printed conditions on the back side of the offers will be ignored. Seller's standard Sales Conditions, if any, shall not be applicable to the offer and only the Purchaser's General Purchase Conditions shall apply with the exception of deviations specifically agreed between the Seller and the Purchaser and/or brought out in the Purchase Order.
- 11.0** Unless otherwise agreed, payment shall be made within 30 days of receipt and acceptance. For negotiation of documents through Bank, Bank charges will be borne by the supplier.
- 12.0** If the tenderer is unable to quote against the Enquiry, Regret letter must be sent. Failure to do so repeatedly may result in deletion of tenderer's name from the approved supplier's list. In case of dealer/Indian Agent of Overseas Manufacturers, copy of the authorization certificate from manufacturer should be enclosed with the offer. However, the original shall be produced in case same is asked for.
- 13.0** The vendor must provide GSTN number along with a copy of the registration certificate, copy of Acknowledgement receipt containing the Application Reference Number (ARN), copy of PAN, the state and state code in his offer.
- 14.0** Unless otherwise specified the materials will have a warranty as per Standard Terms and Conditions of Purchase (Indigenous). In specific cases wherever stipulated, the seller shall give a Contract-cum-Performance Bank Guarantee in NALCO's prescribed format from any bank in NALCO's approved list of bankers for 10% of the order value (excluding taxes), which will be valid for three months beyond the Warranty period. CPBG shall be submitted within the time period specified in the Purchase Order.
- 15.0** In specific cases wherever stipulated, the successful tenderer shall either deposit 5% of order value (excluding taxes) on Security Deposit amount as Security Deposit either in the form of E-payment or by way of Bank Guarantee towards Security Deposit in NALCO's prescribed format from any bank in NALCO's approved list of bankers which will be valid for six months beyond the date of last dispatch. Security Deposit will be deposited within 15 days of P.O.
- 16.0** The tenderer has to comply with the environmental policy of NALCO.
- 17.0** The Standard Terms and Conditions of Purchase (Indigenous) will form part of the Enquiry.

NATIONAL ALUMINIUM COMPANY LIMITED
(A Government of India Enterprise)

STANDARD TERMS AND CONDITIONS OF PURCHASE (INDIGENOUS)

1.0 ACCEPTANCE OF ORDER:

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

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

3.0 SUB-LETTING OF THE CONTRACT:

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

4.0 PRICE(S):

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

5.0 INPUT TAX CREDIT:

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

6.0 DELIVERY AND LIQUIDATED DAMAGES:

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

Liquidated damages will be calculated on the basis of contract/ supply order price of services/ materials excluding duties and taxes, where such duties/ taxes have been shown separately in contract/ supply order. LD shall be recovered along with applicable GST thereon.

7.0 ALTERNATIVE ARRANGEMENTS:

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

8.0 TERMINATION:

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

9.0 INSPECTION-CHECKING-TESTING:

In addition to any tests to be conducted by the Seller under the Contract or any applicable codes or standards, the Material(s) and workmanship covered by the Purchase Order are subject to inspection and/or testing by Inspector(s) (including Third Party Inspector(s)) at any time prior to shipment and/or despatch and to final inspection within a reasonable time after arrival at Site. The Inspector(s) shall have the right to carry out the inspection and/or testing, which will include inspection and/or testing of the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual dispatch before and/or after completion of packing.

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

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

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

fail to comply with the specifications, codes and testing requirements. The Seller shall not tender such rejected Material(s) for supply to NALCO nor shall incorporate the same in any Material(s) to be tendered for supply to NALCO.

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

10.0 PACKING:

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

11.0 CONSIGNEE:

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

12.0 TRANSIT INSURANCE:

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

13.0 DESPATCH INTIMATION:

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

14.0 E-WAY BILL (EWB):

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

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

16.0 BANK CHARGES:

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

17.0 BILLING:

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

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

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

DUPLICATE COPY OF TAX INVOICE (TRANSPORTER COPY) SHOULD BE SENT ALONG WITH CONSIGNMENT TO THE CONSIGNEE FOR AVAILING INPUT TAX CREDIT.

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

19.0 WARRANTY:

The materials shall conform to specifications for satisfactory performance under normal conditions and carry a warranty against any faulty design, wrong specification, defective materials or bad workmanship for a period of 12 months from the date of putting into use or 18 months from the date of dispatch whichever is earlier. Repaired or replaced materials shall be similarly guaranteed for a period of not less than 18 months from the date of dispatch.

20.0 RECOVERY OF SUMS DUE:

Whenever any claim against the Seller for payment of sums of money arises out of or under the contract, Purchaser shall, without prejudice to any other mode or source of recovery available, be entitled to recover sums from any sums then due or which at any time thereafter may become due to the Seller under this or any other contract with the Purchaser and/or by recourse to any bank guarantee available to purchaser for this purpose, and should this sum be not sufficient to cover the recoverable amount, the Seller shall pay to the Purchaser on demand the balance remaining due.

21.0 DELAYS AND NON-CONFORMANCE:

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

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

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

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

The Vendor shall at its own risk and cost remove any rejected Material(s) from the Site after suitable replacement of the materials. In case of plant, machinery, equipment, parts or components which have been installed, the vendor shall dismantle and remove the same from the Site subject to the following:

- i) The vendor shall furnish a bank guarantee to NALCO from NALCO approved banks for equivalent amount
- ii) The vendor shall undertake to replace the rejected Material(s) with other Material(s) conforming to the Vendor's guarantees aforesaid applicable thereto.

The fact of goods having been inspected by the Purchaser before receipt at Project Site shall not affect the Purchaser's right to reject non-confirming goods in any way. Besides, the Purchaser shall have the right to recover actual expenses incurred by Purchaser in installing and removing the non-confirming goods in case the vendor fails to dismantle and/or remove any rejected Material(s) from the Project Site within the time specified.

22.0 ARBITRATION:

All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning this contract or the execution or maintenance thereof of the contract or the rights touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, before closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding) shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority i.e. Chairman cum Managing Director, NALCO, will send within thirty days of receipt of the notice, to the seller a panel of three names of persons.

The seller shall on receipt of the names as referred select any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The appointing Authority shall there upon without any delay appoint the said person as the sole Arbitrator. If the seller fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever sole Arbitrators shall be appointed as

aforesaid. The work under the contract shall, however continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award/ awards.

The seat 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.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 or 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.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply, the provisions DPE office memorandum No.4(1)/2013-DPE(PMA)/FTS-1835 dated 11th April, 2017 or its amendments for arbitration shall be applicable.

JURISDICTION & GOVERNING LAWS:

The contract shall be governed by and construed according to the laws in force in India. For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of direct courts in the respective areas in the State of ODISHA (India) only.

23.0 FORCE MAJEURE:

Any delay or failure to perform the contract by either party caused by following events shall not be considered as default for the performance of the contract or give rise to any claim for damage:

- a) Acts of God (like earthquakes, floods, tsunامي, storms, hurricanes/ typhoons or other natural disaster etc.)
- b) Act of terrorism
- c) Act of states/ government, any direction or restriction imposed by the Government of India which may affect the contract
- d) Riot, war, invasion, act of foreign enemies, hostilities (whether war declared or not), national emergencies, civil war, rebellion, revolution, insurrection of military or usurped power;

- e) Ionizing radiation or contamination, radioactivity from any nuclear fuel/nuclear waste from reaction of nuclear fuel or any other hazardous radioactivity.
- f) Epidemics, fire, major power cuts for a consecutive minimum period of 30 days
- g) Freight embargoes, strikes at national/ statewide level (for more than 10 consecutive days) where the supplier's works is located.

Within 10 days of occurrence and cessation of the event(s), the other party shall be notified with certificate issued by Chamber of Commerce or statutory authorities. It is understood that delivery dates will be extended only for the above-mentioned impediments. The decision of NALCO regarding this shall be final and binding on Seller. Only those events of force majeure which impede the execution of the contract at the time of its occurrence shall be taken into cognizance.

In the event of Force Majeure, Seller shall bear any costs incurred by it resulting there from. The Seller affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.

If the performance in whole or in part or any obligation under the contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

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

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

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

- 26.0** Material Code number shall be painted/embossed/cast on the item

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

28.0 LIMITATION OF LIABILITY:

Notwithstanding any other provisions herein to the contrary, except only in cases of willful misconduct and/or criminal acts, neither the Contractor nor the Company (NALCO) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs. Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 100% (hundred percent) of contract value.

29.0 PART ORDER:

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

30.0 CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

31.0 IMMUNITY TO GOVERNMENT OF INDIA:

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

32.0 COMPLETE AGREEMENT:

The Terms and conditions of the Purchase Order and other annexures to the purchase order constitute the entire Agreement between the Seller and NALCO in relation to the purchase order. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of NALCO and the Seller.

33.0 NON-WAIVER:

Failure of the Purchaser/Purchaser's representatives to insist upon performance of any of the terms of conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law or failure to properly notify Seller in the event of breach, or the acceptance of, or payment of for any goods hereunder or approval of design or goods shall not release the Seller and shall not be deemed a

waiver of any right of the Purchaser/ Purchaser's representative to insist upon the strict performance thereof or of any of its rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revisions of the order by Purchaser/ Purchaser's representatives act as waiver of the terms hereof.

34.0 WEIGHTS AND MEASUREMENTS:

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

35.0 GST CLAUSE:

35.1 It would be the responsibility of the Seller to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Sellers 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.

35.2 The Seller would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Seller by issuance of suitable credit note to NALCO. In case, Seller does not issue 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.

35.3 Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.

35.4 The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.

35.5 In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note

to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.

35.6 NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.

35.7 To enable NALCO to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.

35.8 The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.

35.9 In case, NALCO is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG, etc.).

35.10 Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time, etc.

35.11 Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.

35.12 Tax deduction at source (TDS) 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/-.

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

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

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

37.0 REVISIONS, CHANGES AND CANCELLATION:

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

38.0 BILL OF MATERIAL(S):

Where the price of Material(s) is a lump sum price and pro-rata payment is envisaged in the Purchase Order, the Seller shall within 60 (sixty) days of the issue of the Purchase Order furnish to NALCO for approval, a priced and detailed Bill of Material(s)/ Billing Schedule as required covering all Material(s), which shall conform to the price break-up and Total Order Value given in the Purchase Order. The Bill of Material(s) shall operate as the Billing Schedule for payment of the price of the Material(s). In preparing the Bill of Material(s), the Seller shall ensure that all contracted Material(s) are included in the Bill of Material(s) so as to ensure that NALCO is not required, due to any oversight or omission, to pay any taxes and duties on a value in excess of the total Value indicated in the order. Should NALCO be required to pay taxes or duties on account of such oversight or omission, the Seller shall reimburse such excess payments to NALCO.

39.0 SELLER DATA REQUIREMENTS:

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

40.0 SELLER'S SALES CONDITIONS:

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

41.0 NON-ASSIGNMENT:

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

42.0 SPARE PARTS:

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

43.0 RESPECT FOR DELIVERY DATES:

Time of delivery mentioned in the Purchase Order shall be essence of the agreement and no variation shall be permitted except with prior authorization in writing from the

Purchaser. Goods should be delivered securely packed and in good order and condition, at the place and within the time specified in the Purchase Order for their delivery.

44.0 ORDER OF PRECEDENCE:

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

45.0 OIL & LUBRICANTS:

The first filling of oils and lubricants for every equipment shall be included in the price, if asked for. The Seller shall also recommend the quality and quantity of oils and lubricants required for one year's continuous operation, if asked for.

46.0 The special Terms and Conditions, if any, stipulated in the tender will supersede those in standard terms & conditions of Purchase (Indigenous) in case of any conflicting provisions.

<p style="text-align: center;"><u>UNPRICED</u></p> <p style="text-align: center;"><u>TENDER FOR SUPPLY OF LIQUID COAL TAR PITCH</u></p> <p style="text-align: center;">(To be filled in by the Tenderer)</p>										
1.	Offer of M/s. (Name & Complete Address of Tenderer) Fax No. Telex No. Telephone No. E-mail Address Cable Address Contact Person: Name of the CEO of the Company: GSTIN	:								
2. (i)	Name and Address of the Manufacturer along with: Telephone No., Fax No., Email No. and Contact Person. GSTIN HSN code.	:								
(ii)	Location of the plant from where supplies shall be made.	:								
(iii)	Annual production capacity as per CTO	:								
(iv)	Copy of valid CTO enclosed	:	YES/NO							
(v)	Quantity booked by Supplier	:								
3 (a)	Whether specification of the material offered is strictly as per Annexure-III of Tender Notice.	:								
(b)	If yes, give details of the results of typical sample analysis and Code/Standard adopted for sampling and analysis along with guaranteed specifications of each parameter of material as per proforma on the right side in a separate sheet.	:	<table border="1"> <tr> <td>Typical sample analysis</td> <td>Your Guaranteed specification against each parameter of Nalco's specification along with test method</td> <td>Code/standard adopted for sampling & analysis</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </table>	Typical sample analysis	Your Guaranteed specification against each parameter of Nalco's specification along with test method	Code/standard adopted for sampling & analysis				
Typical sample analysis	Your Guaranteed specification against each parameter of Nalco's specification along with test method	Code/standard adopted for sampling & analysis								
(c)	Confirm information as asked for in Annexure-IIIA is duly filled in and submitted along with unpriced bid	:								
(d)	Confirm Liquid Pitch to be delivered at Smelter Plant, Angul at temperature 180 ⁰ C +/- 10 ⁰ C.	:								
(e)	Please confirm acceptance to method of testing & sampling shall be as per Annexure – III & IV.	:								
(f)	Please confirm acceptance to Penalty for Material supplied not conforming to the specification as per Annexure –IV(A).	:								

(g)	Please confirm acceptance to requirement of Liquid Pitch Tankers as per Annexure-V.	:																															
(h)	Please give brief description regarding process of manufacturing with flow diagram.	:																															
(i)	Indicate capacity of each tanker	:																															
Note: (All bidders who have not supplied to NALCO earlier are required to submit 5 Kg representative sample along with tender.)																																	
4.	Validity of the offer (<i>Minimum 90 days</i>)	:																															
5.(i).	Quantity offered.	:																															
(ii)	Confirm acceptance to our Clause No. 5.0 of Tender Notice regarding Quantity.	:																															
(iii)	HSN code	:																															
6 (i).	Indicate monthly committed rate of supply.	:																															
(ii)	Transit Time from your Plant to our Plant	:																															
(iii)	Confirm total order quantity to be completed within 6 months, starting tentatively from March, 2026,	:																															
7 (i).	Indicate past supply experience of quality Liquid Coal Tar Pitch for last 2 financial years 2023-24 & 2024-25 with Quantity & Name of each Customer for each year separately to Aluminium Industry and Non-Aluminium Industry as per proforma given in the right side in a separate sheet, duly certified by a chartered accountant.	:	<table border="1"> <thead> <tr> <th>Year</th> <th>Qty. Supplied</th> <th>Name of Customer</th> <th>Aluminium Industry</th> <th>Non Aluminium Industry</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Year	Qty. Supplied	Name of Customer	Aluminium Industry	Non Aluminium Industry																					Total				
Year	Qty. Supplied	Name of Customer	Aluminium Industry	Non Aluminium Industry																													
Total																																	
(ii)	Please give Production of last 2 financial years 2023-24 & 2024-25 & Turnover information for last 3 financial years 2022-23, 2023-24 and 2024-25 along with balance sheet for each year as per proforma given in the right side.	:	<table border="1"> <thead> <tr> <th>Year</th> <th>Production in MT</th> <th>Turnover in Rs.</th> <th>Whether balance sheet submitted</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr> <td>Total</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Year	Production in MT	Turnover in Rs.	Whether balance sheet submitted													Total													
Year	Production in MT	Turnover in Rs.	Whether balance sheet submitted																														
Total																																	
8. (a)	Confirm material shall be delivered at our storage tanks at smelter plant without any deterioration in quality	:	YES/NO																														
(b)	Please confirm acceptance to sampling & Pre-shipment inspection and penalty as per Clause No. 7.0 of Tender Notice.	:																															
9. (a)	Confirm quoted prices are based on FOR destination basis including charges for handling, loading, forwarding, transportation till destination and inclusive of GST.	:																															
(b)	Please confirm freight charges is included in quoted price offered.	:																															
10.(i)	Confirm price has been quoted considering the price variation clause as per Clause 3.0 of tender notice unconditionally.	:																															

(ii)	Any other condition mentioned in price bid should be mentioned here otherwise offer shall be liable for rejection.	:																									
11.	Indicate present rate of IGST, which is included in your quoted price in GeM.	:																									
(a)		:																									
(b)	(i) Indicate present rate of CGST (ii) Indicate present rate of SGST Which are included in quoted price in GeM.	:																									
12.	Confirm all the provisions of the GST Act/ Rules/ requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable NALCO to take Input Tax Credit.	:																									
13	In case, NALCO is not able to take Input Tax Credit due to any noncompliance/ default/negligence of the seller, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)	:																									
14.	Confirm requisite Bank Guarantee/Demand Draft towards EMD has been submitted as per proforma given in the right side.	:	<div>In case of BG:</div> <table border="1"> <tr> <th>BG No.</th><th>BG Date</th><th>Issuing Bank</th><th>Validity Date</th></tr> <tr> <td></td><td></td><td></td><td></td></tr> </table> <div>In case of DD.</div> <table border="1"> <tr> <th>DD No.</th><th>DD Date</th><th>Issuing Bank</th><th>Validity Date</th></tr> <tr> <td></td><td></td><td></td><td></td></tr> </table> <div>In case RTGS</div> <table border="1"> <tr> <th>UTR no</th><th>Date</th><th>Bank</th><th>IFSC code</th></tr> <tr> <td></td><td></td><td></td><td></td></tr> </table>	BG No.	BG Date	Issuing Bank	Validity Date					DD No.	DD Date	Issuing Bank	Validity Date					UTR no	Date	Bank	IFSC code				
BG No.	BG Date	Issuing Bank	Validity Date																								
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UTR no	Date	Bank	IFSC code																								
15.	Confirm that Performance Bank Guarantee for 5% of order value will be furnished as per conditions mentioned at Clause 12.0 of Tender Notice and as per proforma enclosed in the Tender.	:																									
16.	Confirm that you will start delivery immediately/as soon as possible within a week (7 day) from Letter of Intent/PO if any.	:																									
17.	Confirm acceptance of Liquidated Damages for delay in deliveries specified in Clause 13.0 of Tender Notice.	:																									
18.	Confirm specific acceptance to our Clause No. 15.0 of Tender Notice covering the operation of Risk Purchase.	:																									
19.	(i) Confirm whether you are an MSE unit with valid Udyam Registration	:																									
	(ii) Confirm whether you are a SC/ST MSE unit with valid registration.	:																									
	(iii) If MSE unit, confirm submission of the registration of Udyam Registration by the bidders.	:																									
20.	Confirm acceptance to payment terms as per Clause No. 17.0 of Tender notice.	:																									

21.	Confirm acceptance of Part Order.	:	
22.	Indicate acceptance of Repeat Order within 12 months from the date of original order.	:	Not Applicable
23.	a) Please furnish the list of your Allied Firms, if any. (b) Please confirm whether you or your allied firm have been banned by NALCO. (c) Please confirm whether you or your allied firm have not settled NALCO's claim against Risk & Cost purchase. Note: - For determination of allied firms, factors as mentioned at Clause no. 5.2(i) of tender notice, are to be considered.	:	
24.	List of Partners/Directors in the bidder company and a declaration that Partners/ Directors of the bidder company have no interest in any other bidders in respect of the same tender.	:	
25.	Confirm acceptance to all other terms and conditions mentioned in the tender.	:	
26.	In case of reservation to any terms and conditions of tender confirm clause-wise comments have been specified.	:	
27.	Confirm submission of required certificate of the bidder as class-I or Class-II local supplier as per (PPP-MII order) BQC Clause no. 1 of Annexure-II.	:	
28.	Please confirm requisite affidavit & litigation history as per Clause 21 of Tender Notice submitted.	:	
29.	Confirm whether SA-8000 format duly filled in submitted as per Annexure XI	:	
30.	Please confirm you have submitted integrity pact as per Annexure XIV duly filled in & signed along with unpriced bid.	:	
31.	Please confirm that bidder has submitted the Compliance certificate in regards to the guidelines for Land border sharing with India refer Clause No. 18.0 of Annexure-I.	:	
32.	Please confirm that provision of welfare, wages, social security benefits, provident fund, employees state insurance, etc. available to workers are complied with	:	
33.	Please confirm you will strictly follow the unloading procedure of liquid CT Pitch tanker & safety compliance as per instruction of Smelter Plant.	:	
34.	Confirm submission of declaration that the information/documents submitted against the tender are true and bonafide as mentioned at Clause no 25.0 of Tender Notice.	:	

35.	<p>Bidders to confirm the following with regard to their relationship with other participating bidders in the Tender:</p> <ul style="list-style-type: none"> i) Have you furnished a list of Directors/Partners and a declaration that such Directors/Partners have no interest in any other bidder in respect of the subject tender; ii) Have you furnished a declaration giving names of other proprietorship concerns/ agencies/ partnership firm/wholly owned or partly owned subsidiary/Associate Companies/Holding Companies/Joint Venture Companies etc., where you are having financial/ professional stakes or where you are member and shall also give a certificate, that no such firm/ agency/Company is participating against the subject tender; iii) Whether you and any other participating bidder against the tender has Board of Directors/Management/Partners in common as per Annual Report / declaration submitted against the tender; iv) Whether you have received any direct or indirect subsidy/ financial stake from any other participating bidder of the subject tender; v) Whether you have a relationship with any other participating bidder, directly or through common third parties, that puts you in a position to have access to information about or influence on the bid of another bidder vi) whether you have participated in more than one bid in the bidding process; vii) Whether you and any other participating bidder have the same legal representative/ agent for the purpose of the tender (refer cl.5.2(i) of NIT); viii) Whether you or any of your affiliate participated as consultant in the preparation of the design or technical specifications of the contract that is the subject of the bid. ix) In case you are a holding company having more than one independently manufacturing unit, or more than one unit having common business ownership/ management, kindly confirm that only one unit has submitted offer. 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 (x) Whether you have submitted Declaration(s) with respect to the above points at 35 (i) to (ix) as per Cl.5.2(i) of Tender Notice duly certified by Chartered Accountant which shall solely be considered for evaluation of offer. Please confirm. 	<ul style="list-style-type: none"> i) YES / NO ii) YES / NO iii) YES / NO iv) YES / NO v) YES / NO vi) YES / NO vii) YES / NO viii) YES / NO ix) YES / NO x) YES / NO
-----	--	---

36.	We confirm,
(a)	We have read the Buyer's terms and conditions for contained in their Tender Notice and also their Standard Terms and Conditions Enquiry (Indigenous) (Annexure-VI) & Standard Terms and Conditions Purchase (Indigenous) (Annexure-VII) and Instructions to Tenderers (Annexure-I) and hereby agree to abide by the same.
(b)	The firm delivery schedule as well as other information for delivering the material stated above forms an integral part of this offer.

Place :

Date :

Signature of the Tenderer

Name:

Designation:

Seal:

PRICE SCHEDULE

Element of price	Description	Rs. PMT
1.0	Basic price FOR NALCO, Angul (Including loading & transportation till destination)	
2.0	GST	
2.1	IGST @ 18% on Sl. no. - 1 Or	
2.2	CGST @ 9% on Sl. No.-1 & SGST/UTGST @9% ON Sl. No.-1	
3.0	Total (1.0 + 2.0 (i) or (ii)) FOR Destination price inclusive of all (loading & transportation and GST) to be quoted in GeM Portal.	

NOTE: The above Basic Price (sl.no.1) are firm and shall remain firm till completion of entire execution of the order except for price variation on account of variation of crude Tar price by M/s SAIL, RSP & M/s RINL, Vizag as per Clause 3.0 of Tender Notice.

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET & RBI

To,
National Aluminium Company Limited,

Dear Sir,

Sub: Authorization for release of payment due from NALCO, -----
----- through Electronic fund transfer (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)

N.B.: RBI EFT / RTGS facilities Centre:

New Delhi, Chandigarh, Kanpur, Jaipur, Ahmedabad, Mumbai, Nagpur, Hyderabad, Bangalore, Chennai, Trivandrum, Kolkata, Bhubaneswar, Guwahati, Patna.

N.B.: RTGS charges if any, is to be borne by the party.

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH INTERNET

To

National Aluminium Company Limited,

Dear Sir,

Sub: Authorisation for release of payment due from NALCO, -----
 ----- through Electronic fund transfer by Internet Mode.

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	
Account Type	Savings ف	Current ف	Cash Credit ف

Account Number (as appearing in the Cheque Book)																	
Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number.																	

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 Internet.

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)

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		
19.0 Emplo yees	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 alongwith 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?

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

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

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

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

- Do you maintain a disciplinary procedure? Yes/No

- If no, how do you terminate your employee?

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

- How many shifts you have? _____ shifts

- What is the official working time? _____ hours

- Which day is off day in your organization? _____

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

- 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 labour
Forced labour, 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 programme as well as monitoring programme organized by you.

We declare that the above-mentioned informations are correct.

Signature:

Designation:

Date

Seal of the organization

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 Office at _____ (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 their of herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and whereas the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/sub-contractors.

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

2. We _____ Bank having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms and conditions of the said Contract including defects liability obligations, in fulfilling the performance Guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms and conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to Rs. (Rupees.....)
3. We undertake to pay to the Company any money so demanded not withstanding 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 guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the 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 liability under this guarantee.
8. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).
9. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at _____ (Bank name), _____ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751XXX

Date:

Corporate Seal of the Bank

.....Bank
By its constitutional Attorney
Signature of duly
Authorised person
on behalf of the Bank
With seal & signature code

i) B.G.s to be Furnished from any of the banks listed as per Annexure XII(C).

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No. _____

Date _____

WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at _____ (hereinafter referred as "The Owner/ 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. 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 owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
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 owner 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 Owner/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) us 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, 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).
9. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at _____ (Bank name), _____ (Branch Name and address of the Branch), Bhubaneswar, Odisha 751XXX

Date:

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly

Authorised person

on behalf of the Bank

With seal & signature code

i) B.G.s to be furnished from any of the banks listed as per Annexure XII(C).

ii) Address of NALCO'S Office where tender is to be finalised is to referred in the BG.

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 National Bank
14. Punjab and Sind Bank
15. State Bank of India.
16. Syndicate Bank
17. Union Bank of India
18. UCO Bank
19. Vijaya Bank

LIST OF STANDARDISED BANKS

SCHEDULED PRIVATE SECTOR BANKS (INDIA)

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.

SCHEDULED FOREIGN BANKS

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

FOR ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT [E.M.D.]**PART – A****DETAILS TO BE FURNISHED BY NALCO**

1)	TENDER NO	NBC/MM/02/NIT/LCTP/2025
	DATE	02.01.2026
2)	DESCRIPTION OF TENDER	LIQUID COAL TAR PITCH
3)	EMD AMOUNT (IN RS)	25,00,000/- (RUPEES TWENTY-FIVE LAKHS ONLY)
4)	SBI ACCOUNT NO	10044880013
5)	SBI BRANCH CODE	009817
6)	SBI IFSC CODE	SBIN0009817

PART – B**DETAILS TO BE FURNISHED BY VENDOR**

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

Note: The format duly filled-in shall be sent, along with proof of remittance (transaction slip/receipt), on the same day of remittance, by email to: abhimanyu.padhi@nalcoindia.co.in

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2026, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through Shri _____ (with designation of the Officer) (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ 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 Liquid Coal Tar Pitch and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW THEREFORE

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

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

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

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

1.0 Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or

for any person or organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3.0 Commitments of BIDDERS

- 3.1 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: -
- 3.2 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.
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.4 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.5 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.

- 3.6 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.
- 3.7 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.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 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.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 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.

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

4.0 Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public

Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.

- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.0 Sanctions for Violations:

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or

acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6.0 Independent External Monitors (IEMs):

- 6.1 The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website (www.nalcoindia.com).
- 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 him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

7.0 Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the

Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8.0 Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9.0 Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.0 Validity:

10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NALCO.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

11.0 If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members

12.0 The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of
BUYER

For & on behalf of
BIDDER

Name of the Officer:

Designation:

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], hereby declare the following in connection with our participation against Tender no. _____ dtd_____.

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 present/future tenders and any other penal action as decided by buyer.

(Certification of Chartered Accountant with UDIN No.)	Signature of bidder:
	Name:
	Designation:
	Date/Place:

(Declaration by the bidder on their letter head)

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

Date-

Dear Sir,

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

Yours sincerely,

Signature of bidder:

Name:

Designation:

Contact No.: