

**Sub: Open Tender for participation through GeM (Government e-Marketplace) for Procurement of LSHS Premium for Alumina Refinery, Damanjodi and Smelter Plant, Angul for a period of six (06) months**

Dear Sir,

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

1. Tender Notice No. NBC/MM/02/NIT/LSHS/2026
2. Unpriced bid proforma for Indigenous offer (Annexure-I)
3. Price Bid Proforma for LSHS Premium
4. Proforma for SA-8000 (Annexure- II)
5. Proforma for Bank Guarantee for EMD (Annexure- III)
6. Proforma for pre-contract Integrity pact (Annexure- IV)
7. Proforma for price break up (Annexure-V)

Please ensure timely submission of tenders complete in all respects. NALCO shall not take any responsibility for delay and/or misplacement.

(I) We are floating tender through online at GeM (Government e-Marketplace) <https://gem.gov.in>.

(II) Bidders are required to enrol on the e-Procurement module of GeM (Government e Marketplace). Bidders are advised to dial/contact the person mentioned in NIT for detailed procedure to submit bid online in GeM portal well before the bid due date.

Thanking you,

Yours sincerely,

For & on behalf of NATIONAL ALUMINIUM COMPANY LIMITED.,

Signature :

Name : U. R. Mishra

Designation: GENERAL MANAGER (MATRERIALS)

**Tender Notice No. - NBC/MM/02/NIT/LSHS/2026**

Last date & time of receipt of the tender (both priced & unpriced) : **As per GeM Bid**  
Date & time of opening of the tender (unpriced only) : **As per GeM Bid**

Dear Sir,

NALCO invites competitive bids for procurement of LSHS Premium for our Smelter Plant, Angul and Alumina Refinery, Damanjodi. Online Bids in two-part fashion are invited from indigenous oil producers having refinery in India.

The bid shall be complete in all respects with all the attachments/enclosures. All the technical documents, annexure filled in with respect to the tender document should be duly signed and stamped by the bidder.

The bids are to be submitted online before the bid due date & time through GeM Portal, by logging into website [www.gem.gov.in](http://www.gem.gov.in). In case of any difficulty in submission of online bid through GeM portal, the bidders may contact the helpdesk of GeM portal at their mail ID [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or may contact them on toll free number 1800419436.

For any clarification/ query regarding the tender, bidder may contact the following:

(i)	Shri Pavan Babar DGM(Matls.)	E-mail: <a href="mailto:pavan.babar@nalcoindia.co.in">pavan.babar@nalcoindia.co.in</a>
		Tel. +91 94370 26420
(ii)	Shri U. R. Mishra GM(Materials)	E-mail: <a href="mailto:ushna.mishra@nalcoindia.co.in">ushna.mishra@nalcoindia.co.in</a>
		Tel. + 91 94371 93369

**1.0 Bidders Qualifying Criteria (BQC):**

- 1.1 Bidders should have refinery in India, producing LSHS Premium.
- 1.2 Bidders must enclose production and/or supply experience of LSHS Premium in the last two financial years i.e. 2023-2024 & 2024-2025 duly certified by chartered accountant/ chartered engineer or copies of Annual report showing the production and sales/supply details of above two years.

Bidders should have supply experience of LSHS Premium or Fuel Oil in rake load in any of the last two financial years i.e. 2023-2024 & 2024-2025.

- 1.3 Average annual financial turnover of the bidder during the last three financial years should be at least Rs. 37.71 Crore. Last three financial years means 2022-2023, 2023-2024 & 2024-2025 or Calendar year 2022, 2023 & 2024 as per bidder's annual financial statements.

Net worth of the bidder during the last financial year shall be positive as per audited balance sheet. The bidders are required to submit the copies of audited financial statements/ profit & loss accounts for the above three financial years.

Note: - 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 along with UDIN.

2.0 **MATERIAL:**  
LSHS Premium grade

3.0 **RATE/PRICE:**  
Manufacturer has to quote unit rate/price of above materials Ex-refinery/ Ex-depot as per clause No. 5 below and give price break-up for delivery at our Units as per Priced Bid format. Also, they should quote the discount given per KL for each of the material.

4.0 **QUANTITY:**

Description	Alumina Refinery	Smelter	Total
LSHS Premium-	37179 KL	6316 KL	43495 KL

Note: - KL - Kilolitre

The quantities of LSHS Premium mentioned above are with normal product temperature at ambient condition.

The above quantities are tentative and subject to review and change. The actual requirement shall be drawn from time to time as per our requirement schedule. The monthly requirement shall be communicated & delivery to be regulated through

- CGM (Mat), S&P/ GM (Mat) for Smelter Plant
- CGM (Mat), M&R / GM (Mat), Alumina refinery / CGM (PF)/GM (Mat), Port Facility, Vizag for Alumina Refinery, Damanjodi and
- Or the dealing officer of respective units.

**Order Quantities may be diverted from one unit to other for any supplier depending on requirement which shall be normally in multiples of normal rake load.**

**Suppliers are required to quote quantities in multiple rake loads (approx. 2800KL/rake) for supply by rail.**

5.0 **RATE/PRICE BASIS (For LSHS Premium):**

Price to be quoted for supply to Damanjodi (For AR Unit) & to Angul (For Smelter Unit) from ex-Vizag irrespective of their source of supply.

- The vendor is to give their basic price prevailing on **29/05/2026** i.e. the day preceding 10 (Ten) days prior to the Original due date of tender submission. They must certify the same on the un-priced bid duly accompanied by the price

circular of PSU.

- Exclusive of current applicable GST, which shall be payable extra at actual, subject to submission of GST invoice enabling buyer to avail Input Tax Credit (ITC).
- Siding/shunting charges payable extra by buyer at actuals. Producers to mention present applicable rate per KL for the same.
- Railway freight, which shall be payable extra at actuals. Supplier to mention present applicable freight rate per KL for the same.
- The Rail freight charges to be quoted exclusive of GST.
- Current Applicable GST, siding/shunting charges, Rail freight charges are to be mentioned as per price bid format for evaluation.
- Exclusive of Transit Insurance.
- **In the event of supply from loading point other than ex-Vizag, the railway freight maximum up to the applicable rate ruling on the date of despatch from Vizag will be payable for which vendor have to provide necessary documentary proof.**
- Revision in basic price from time to time are to be linked w.r.t. PSU basic price ex-Vizag & not from any other despatch/loading point. **Price Circular of LSHS Premium as and when required are to be provided to buyer.**

6.0 TAXES & DUTIES:

To indicate present rate of IGST, CGST & SGST in their offer and statutory variation to the same shall be to buyer's account.

7.0 DISCOUNT:

Supplier to mention discount given and the same should be mentioned on per KL basis. The discount offered shall remain firm & fixed till complete execution of order.

8.0 PRICE BREAKUP:

The bidder is to give price break-up reference as under for indigenous supply.

Element of price	Value in Rs./KL
Basic Price	
Shunt. Charges	
Sub Total -1	
Discount (-)	
Sub Total-2	
Indicative Freight rate (Road/Rail).	
Sub-Total-3	
IGST on subtotal -3	
Total	
Input Tax Credit (ITC)	
Net Price	

9.0 TERMS OF PAYMENT:

100% payment including taxes/duties and freight etc. shall be made on presentation of the following despatch documents to our

GM (Finance), Alumina Refinery, Damanjodi for Alumina Refinery,

GM (Finance) Smelter Plant for Smelter Plant,

The payment shall be released within 15 days of Invoice/RR. The payment shall be made through e-payment. The seller is to furnish bank mandate form for e-payment.

- (a) GST Invoice and freight bill separately.
- (b) Railway receipt
- (c) Challan
- (d) Test Certificate/ Analysis Report
- (e) Seller's certificate to the effect that the materials despatched conforms to the ordered specifications and the supplies are in line with the terms and conditions of the order.

**YOU ARE REQUIRED TO SEND SOFT COPIES OF INVOICE AND OTHER DOCUMENTS IMMEDIATELY AFTER DESPATCH TO THE CONCERN OFFICIAL'S E-MAIL IDS OF NALCO AND WILL DISPATCH HARD COPIES AS SOON AS POSSIBLE SO AS TO REACH WITHIN 7 DAYS OF INVOICE DATE.**

- 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 and /or send directly to the buyer in advance through courier/e-mail. 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.

However, payment of GST is subject to reflection of supplier's invoice in GSTR2A/Annx-2 (GST new return) of NALCO.

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.

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.

- GST Act. anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price and withholding Tax under GST during execution of the contract.
- 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 that Rs.2,50,000/-. These provisions are applicable from 01.10.2018.
  - ii. However, no deduction shall be made if supplier is PSU.
- **"NALCO (Buyer) w.e.f. 01.07.21, will deduct TDS u/s 194Q at the rate of 0.10% on Purchase value exceeding Rs.50 Lakh. For the purpose of computing threshold limit of Rs.50 Lakh, all Invoices accounted for by NALCO from 01.04.21 will be considered. However, this is as per current provision of the income Tax Act and is subject to modification based on further notification on the subject by Govt. of India under Income Tax Act."**

## 10.0 PRODUCT QUALITY:

### Specification of LSHS:

LSHS premium grade confirming parameters as mentioned in the following table to be supplied to NALCO through rail rake.

Sl. No.	Characteristics	Test Method (ASTM/IP/1448)	Specification of LSHSP Limit & Unit	
1	Acidity - Inorganic in mg.KOH/g	P:2 (IS 1448)	Max.	NIL
2	Ash	P:4 (IS 1448)	Max.	0.1 wt%
3	Gross Calorific Value	P:6 or P:7 (IS 1448)	Min.	10000 KCal/Kg.
4	Density at 15 °C	P:16 or P:32 (IS 1448)		880-980 Kg/m <sup>3</sup>
5	Flash Point (PMCC)	P:21 (IS 1448)	Min.	66 °C
6	Kinematic Viscosity at 50°C	P:25 (IS 1448)		125-180 cSt.
7	Sediments	P:30 (IS 1448)	Max.	0.25 wt%
8	Sulphur	P:33 (IS 1448) or ASTM D:4294 or IS 8754	Max.	1.5 wt%
9	Water Content	P:40 (IS 1448)	Max.	1 vol.%
10	Pour Point	P:10 (IS 1448)	Max.	15 °C in winter 27 °C in summer

(Table 1.0)

In the despatch documents, LSHS supplier shall indicate test results of all LSHS parameters as indicated in above table 1.0.

LSHS will be received through railway rake only & for sampling, testing & acceptance of quantity, the following procedure will be followed.

#### Sampling method

Sampling method of LSHS shall be as per IS 1447(Part1): 2000 or its updated revision.

#### Testing method

Testing method for LSHS for all parameters shall be as indicated in above table-1.0 and shall submit test result of all oil parameters along with despatch documents.

#### Acceptance criteria:

Following acceptance criteria will be followed at NALCO, as all the quality parameters in line with specification cannot be checked before unloading the rake.

- a. Material (LSHS premium grade) will be accepted /unloaded after verifying the test certificate provided by the supplier and based on checking of seals of wagons.
- b. In case of damaged seals, sampling, testing will be carried out as indicated in the tender document and the material (LSHS) will be accepted/unloaded if it fulfils the specification defined, in case of deviation/discrepancies the matter will be dealt as defined in (d) here below.
- c. In the despatch documents Oil supplier shall indicate test results of all LSHS premium grade parameters as indicated in table 1.0. If test results of any parameters as indicated in above table for LSHS oil is not appearing in the despatch document then LSHS for that particular consignment may not be accepted and buyer may recover relevant cost including railway demurrage cost. Further, if test results of any parameters as indicated in despatch document does not conform to the specification mentioned in table 1.0 for premium grade LSHS oil , then LSHS for that particular consignment may not be accepted and buyer may recover relevant cost including railway demurrage cost.
- d. On receipt of the rake at site, sampling may be done in line with IS 1447 (Part - 1): 2000 or its updated revision by NALCO. Testing of all the parameters as mentioned in table 1.0 for premium Grade LSHS of supplied oil through rake for individual supplier can be selected at random on quarterly basis jointly with operation and Laboratory representative and sample can be sent to approved laboratories of MOP & NG only for testing as per appropriate relevant testing method. The sampling may be done in line with IS 1447 (Part-1): 2000 jointly by the representative of supplier and NALCO. In case of non-arrival of supplier's representative on prior information (by user department), 2 samples may be collected jointly by User/ Laboratory from the rake and they can be sealed, one for testing at outside laboratory and other to be kept as a reference sample. If it is found that any LSHS parameter does not confirm to the specification mentioned in table 1.0 for premium grade LSHS oil, than for that consignment, deviation/ discrepancies shall be informed to supplier, who

will depute his representative for a joint survey/ analysis of the sample preserved. Then NALCO & the supplier shall jointly establish the deviation / discrepancies with respect to specification of LSHS for acceptance of consignment with recovery of cost, if any.

- e. The supplier must ensure that the copy of quality certificate/test results of all parameters to fulfil the requirement of clause (c) of acceptance through Fax/e-mail/in original is received at unloading site sufficiently at least two days prior to the arrival of the rake at the site & is an absolute necessity, else rake cannot be unloaded and demurrage there on shall be to the supplier account. The supplier may be asked to mention the grade of the LSHS in the test report.
- f. All invoice quantity should be volumetric in line with the normal product temperature at ambient condition.
- g. Dip level of each wagon to be provided. Loading temperature and density of LSHS for the entire rake to be provided along with the invoice (to be available on or before the date of arrival of rake at site).
- h. Calibration Chart of each wagon to be provided.
- i. NALCO may depute representatives for inspection during loading at sellers' premises. Oil companies shall provide prior intimation regarding loading and allow NALCO's representative to inspect and record measurements.

#### 11.0 DELIVERY & MODE OF DESPATCH:

LSHS Premium for all units shall be by rail rake load duly freight paid. For rail despatches, you shall arrange and co-ordinate with Railways for placement/movement of rail tankers to ensure timely delivery in line with our periodical requirement schedules to be submitted to you

#### 12.0 DELIVERY SCHEDULE:

By end of proceeding month, actual delivery requirement for the subsequent/future month shall be intimated to supplier through buyer's Alumina refinery/Vizag Office/Smelter. Total quantity of LSHS Premium is to be delivered in 6 months from the date of order. The actual delivery requirement will be communicated by respective unit (Ref. clause no. 4.0) for despatch of LSHS Premium. Timely delivery of material is the essence of contract.

#### 13.0 SOURCE OF SUPPLY & LOADING SUPERVISION:

Normal source of supply shall be from your Refinery i.e. Ex-Refinery as well as where your major storage terminal is located as per your offer. In the event of any disruption of supplies from these sources, you shall effect supplies from any other source without any additional financial liabilities to NALCO.

Loading of material may be supervised by our authorised personnel as a regular routine as and when required by us.

#### 14.0 DESPATCH INSTRUCTION:

You shall intimate our  
GGM (Mat)/GM (Mat), M&R Complex, Damanjodi,

GM (Mat)/GM (Mat), Smelter plant, Angul,  
on despatch with all relevant despatch details and original despatch document to be sent to them on priority for taking the delivery.

15.0 At the end of every month you shall send a statement to our ED(Mat.)/CGM(Mat)/GM(Mat), Bhubaneswar Office and CGM (Mat)/GM (Mat) of concerned units indicating details of despatches made and the details of invoices etc. and payment received. Reconciliation of accounts may be done in every quarter. This is very important.

16.0 QUANTITY TOLERANCE:

Quantity tolerance of +/- 5% on ordered quantity will be allowed to make a rake load/short closure of the order.

17.0 In the event the basic price of the PSU oil companies is different for any unit of NALCO, then the lowest basic price of the PSU oil companies on the date of despatch to that unit shall be applicable. After placement of Order, for Non-PSU supplier, the variation in their quoted net landed price to any of NALCO's units should not be more than the net landed cost by PSU supplier to that location on the date of despatch. In case it is observed that the net landed cost of non-PSU supplier is more than the net landed cost of PSU oil companies for supply to that location based on PSU price circular/Invoice, the Non- PSU supplier will be notified about the same & the difference in value will be recovered from Non-PSU supplier.

18.0 Parties who have not supplied LSHS Premium/Fuel oil to NALCO earlier are to confirm

(i)

(a) Loading facility at loading point.

(b) Written MOU/written arrangement with the Railways for providing BTPN rake.

(ii) Parties who have not supplied to NALCO earlier are to confirm and provide documentary proof for date wise despatch of BTPN rakes carrying LSHS Premium/Fuel oil mentioning clearly the date of loading/number of BTPN wagons in a rake/quantity loaded/ destination of BTPN wagons in a rake/quantity loaded/destination/RR no./RR copy for the period and 01.04.2023 to 31.03.2024 and 01.04.2024 to 31.03.2025 in support of supply experience.

19.0 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 or by way of Bank Guarantee (As per proforma at Annexure-III). The suppliers should submit EMD in the form 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-III.

The wording of BG should be strictly as per proforma at Annexure-III 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

GROUP GENERAL MANAGER (MATERIAS)  
NATIONAL ALUMINIUM COMPANY LTD.,  
ALCO BHAVAN, P/1, NAYAPALLI,  
BHUBANESWAR: 751 013. (ORISSA)

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

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

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

Please refer Annexure-III (A) Guidelines for submission of EMD online.

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 open. The earnest Money will not earn any interest.

If the tenderer after submitting his tender, revokes his offer or modifies the term & conditions thereof in a manner not acceptable to the Purchaser, the Earnest Money/ Bank Guarantee shall be liable to be forfeited/enforced. Tenders not accompanied by Earnest Money/Bank Guarantee will not be considered.

In the event of Forfeiture/encashment of EMD BG the GST will be applicable.

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 HFO), Ancillary Unit of NALCO 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..

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 successful execution of the order. In the event of non-execution of order, the EMD shall stand forfeited.

## 20.0 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 / IIAC / 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 (a) 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 14<sup>th</sup> December, 2022 read with DPE OM No. DPE-05/0002/2023-AMRCD dated 25<sup>th</sup> July, 2024 including further DPE OMs / clarifications and / or any amendments relating to Administrative Mechanism for Resolution of Disputes CPSEs Disputes [AMRCD]. The decision of AMRCD on the said dispute will be binding on the parties.

**1.4** Notwithstanding any reference to the Mediation or Arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they 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.

## **21.0 Distribution:**

- (i) NALCO would like to procure the tender quantity by placing orders on minimum 3 (Three) parties for LSHS Premium. The buyer reserves the right to conduct price negotiation if necessary and the same shall be done only with L-1 tenderer and parties will be asked to match L-1/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/ negotiated L-1 price will be in the ratio of 50%:30%:20% for entire tender quantity for LSHS Premium. The above distribution can be changed in the event parties eligible for ordering as per pricing position in the tender have offered/acceptable for lesser quantity. The distribution of order can be made to more than 3(Three) parties to cover the full tender quantity If more than one bidder is in L-1/negotiated L-1 position the quantity will be distributed equally among the bidders.

The guidelines for distribution of order quantity shall be as per clause 3 B of the Public Procurement (Preference to Make in India), Order 2017 issued by DIPP - Revision regarding dated 16.09.2020 & subsequent amendments thereof and PPP-MSEs order, 2012 issued by MOSME & subsequent amendments thereof.

## **22.0 Demurrage (For LSHS Premium by Rail):**

The suppliers are to execute the orders as per the delivery schedule indicated from time to time by NALCO and should ensure placement of rake accordingly by suitable liasioning with Railway. Demurrage if any that accrues on account of unloading of the rakes at NALCO's site attributable to NALCO shall be borne by buyer. In all other cases, demurrage shall be borne by the seller along with applicable GST.

## **23.0 Validity of offers is to be kept for a minimum period of 120 days from the date of opening of tender.**

- 24.0 The evaluation of bids will be done item wise for the respective units. NALCO reserves the right to issue combined/separate P.O.s for each item for each unit on successful bidder.
- 25.0 Order is to be issued on successful bidders on their supply location/plant address, from where the GST invoice will be raised. The bidder is to indicate the address of supply location with GST details.
- 26.0 NALCO reserves the right to modify/cancel this tender without assigning any reasons thereof.
- 27.0 The tender should be clearly typed & wherever correction made the same should be initialled otherwise offer is liable for rejection.
- 28.0 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-II).
- 29.0 Integrity Pact:  
The tenderer must sign the integrity pact duly filled in as per Annexure-IV & submit the same along with un-priced bid.

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

i) Ms. Hare Krushna Dash, IAS (Retd.)  
House No. 829, Sector-8, Gandhinagar, Gujarat-382007  
E-mail: hkdash184@hotmail.com

ii) Shri Prashant Kumar Jha, IFoS (Retd.)  
Plot No. 170 (Upper Unit)  
Prashasan Nagar, Jubilee Hills  
Hyderabad - 500110  
Email: pkjhaforest@yahoo.co.in

iii) Shri N. Shanker Reddy, IPS (Retd.)  
H.No. 6-5-232-1, BRINDAVANAM  
80 Feet Road, Venkat Rao Nagar, Ram Nagar (PO)  
Anantapur - 515004, Andhra Pradesh  
Email: shankerreddyips@gmail.com

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

NOTE: For tender related any queries, bidder may write Mr. Pavan Babar, DGM (Matls.), Mail ID: pavan.babar@nalcoindia.co.in or Mr. U. R. Mishra, GM(Matls.), Mail ID : ushna.mishra@nalcoindia.co.in.

**30.0 GUIDELINES FOR ELIGIBILITY OF A "BIDDER HAVING BENEFICIARY RELATIONSHIP FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA":**

All the clauses of OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance, Department of Expenditure (Procurement Policy Division) 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 OM No. F.7/10/2021-PPD dated 23.02.2023. The model certificate is given below:

**Model certificate for tenders:**

- "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India.
  - I certify that this bidder is not from such a country or If from such a country, has been registered with the Competent Authority (Strike through non-applicable clause).
  - I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.
- (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

**31.0 The minimum local content of the offered product by the bidder, shall be as per the OM No. FP-20013/12/2018-FP-PNG, Dtd. 25/06/2019 of Ministry of Petroleum and Natural Gas, Govt. of India and subsequent amendments thereof.**

**32.0 SUBMISSION OF BID:**

You are requested to submit your online offer in GeM Portal, in two-part fashion unpriced (Part-I) & Priced/BOQ (Part-II) considering & accepting the above conditions & as per following:

- (A) "Unpriced bid for supply of LSHS Premium against Tender Notice no. NBC/MM/02/NIT/LSHS/2026, Dtd. 11/05/2026" shall consist of
- i) Duly filled in unpriced bid proforma (Annexure - I)
  - ii) Production and supply experience of LSHS Premium in the last two financial years i.e. 2023 -2024 & 2024-2025 duly certified by chartered accountant/ chartered engineer or copies of Annual report showing the production and sales/supply details of above two years.
  - iii) The copies of audited financial statements/ profit & loss accounts for the last three financial years duly certified by Chartered Accountant

- indicating UDIN.
- iv) Duly filled of SA-8000 (Annexure -II)
  - v) Proforma for Bank Guarantee for EMD (Annexure-III)
  - vi) Local content percentage (%) certificate form the statutory auditor or cost auditor of the company or form a practicing cost accountant or practicing chartered accountant.
  - vii) Compliance certificate towards beneficiary relationship as per OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of Finance (Deptt. of Expenditure)
  - viii) Proforma for Integrity pact (Annexure -IV)
  - ix) Declaration from bidder that all the information/documents submitted against the tender are true and bonafide as per clause no. 35 of Tender Notice

IMP: - The unpriced bid is required to be submitted online in GeM portal.

- (B) "Price bid/BOQ for supply of LSHS Premium against Tender Notice no. NBC/MM/02/NIT/LSHS/2026, Dtd. 11/05/2026" shall consist of
- i) Duly filled in Price Bid proforma for LSHS Premium (Supply by Rail) as per the GeM portal
- Note- The Priced Bid (Part-II Bid) as per GeM format shall be uploaded in GeM portal only. The price figure mentioned under Price Bid shall be inclusive of all taxes and duties for delivery at different units of NALCO.**
- (C) *On opening of price bids under GeM Portal, techno-commercially accepted bidders are to submit the detailed price break up of their quoted price in GeM portal, including basic price, shunting charges, delivery charges/freight, excise duty, discount, state tax / GST, state rebate, additional taxes if any etc. The price break up of the quoted prices shall be submitted as per the Annexure-V i.e. Proforma for Price Break up. Please note that the final price figure submitted under price break up shall exactly match with the price quoted under GeM portal.*

Last date of receipt of the tender (both priced & unpriced)	- As per GeM Bid
Date of opening of the Unpriced bid	- As per GeM Bid

The bids are to be submitted online before the bid due date and time through GeM Portal, by logging into website <https://gem.gov.in>. For online submission of bids, the bidders should have valid registration with GeM portal.

In case of any difficulty in submission of online bid through GeM portal, the bidders may contact the helpdesk of GeM portal at their mail ID helpdesk-gem@gov.in or may contact them on toll free number 1800419436.

For any clarification/ query regarding the tender, bidder may contact the following:

(i)	Mr. Pavan Babar	E-mail: pavan.babar@nalcoindia.co.in
	DGM(Matls.)	Tel. +91 94370 26420
(iii)	Mr. U. R. Mishra	E-mail: ushna.mishra@nalcoindia.co.in
	GM(Materials)	Mob. + 91 94371 93369

- 33.0 Bidder can also download the complete set of tender documents which is available in our website [www.NALCOindia.com](http://www.NALCOindia.com) and also in the website <https://gem.gov.in>
- 34.0 Please note that only online bids will be considered for evaluation of offers.
- 35.0 Bidders are required to submit a declaration that the information/documents submitted against the tender are true and bonafide. The bidder will be responsible for the authenticity of the documents/information submitted against the tender. In case any information provided by bidder is found to be incorrect or false, the bid will be liable for rejection and actions will be taken as deemed fit.
- 36.0 In case of any conflict between terms & conditions of GeM Portal and against this tender, the terms & conditions mentioned in this tender shall prevail.

Thanking You,  
for National Aluminium Co. Ltd.

(U R Mishra)  
General Manager (Materials)

## UNPRICED BID PROFORMA

1.	Name of the bidder <b>Address</b>	:	
2.	Whether specification as per NIT	:	
3.	Quantity Offered  (i) LSHS Premium	:	AR - Smelter- TOTAL - _____
4.	The quantity of LSHS Premium at any or all units of NALCO, may be reduced to any extent. Further, as per NALCO's requirements, the quantities against PO may be diverted / reduced or PO may be cancelled giving 15 days' notice. Please confirm.		
5.	Please confirm quantity offered for LSHS Premium is with normal product temperature at ambient condition.	:	
6.	Please confirm all invoice quantity shall be volumetric in line with the reference normal product temperature at ambient condition.		
7.	Validity of Offer (Against NALCO requirement of Minimum 120 days)	:	
8.	Source of Supply (LSHS Premium)	:	
9.	Whether delivery to be effected as per requirement of NALCO by rake load basis to all units for LSHS Premium.		
10.	Address from where supply to be made & Invoice will be raised:		
(i)			
(ii)	GST No. of supply location/depot:		
(iii)	Confirm placement of PO on above supply address from where GST Invoice will be raised, in the event of P.O.		
11(i)	Please confirm type of Supplier i.e. Whether Class-I or Class-II local supplier (As defined in order dtd. 16.09.2020 & OM Dtd. 04.03.2021 of DPIIT, Ministry of Commerce and Industry, GoI).		
(ii)	Confirm percentage of local content for the offered goods.		
(iii)	Confirm, Certificate for local content from statutory auditor or cost auditor of the company (in case of the companies) or form a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.		

12.	Please confirm that Compliance certificate towards beneficiary relationship as per the OM No. F.7/10/2021-PPD dated 23.02.2023 issued by Ministry of finance (dept of Expenditure), have been submitted along with the Part-I (Unpriced Bid).	:																									
13.	Whether agreed for payment term as per NIT	:																									
14.	Confirm acceptance of part order	:																									
15.	Price list/circular copy towards proof of rate quoted is enclosed	:																									
16.	Place of loading facility at the works/depot	:																									
17.	Written MOU/written arrangement with the railways for providing BTPN rake on a consistent basis enclosed	:																									
18.	Storage capacity of LSHS Premium at the loading point from where dispatches will be made to NALCO	:																									
19.	Date wise despatch of BTPN rakes carrying LSHS Premium/Fuel Oil mentioning clearly the date of loading/number of BTPN wagons in a rake/ quantity loaded/destination/R. R. no. /RR copy for the period 01.04.2023-31.03.2024 & 01.04.2024 - 31.03.2025.  This statement is essential and is to be submitted by parties who have not supplied to NALCO earlier.	:	<p>In case of BG :</p> <table border="1"> <thead> <tr> <th>BG No.</th> <th>BG Date</th> <th>Issuing Bank</th> <th>Validity Date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>In case of DD.</p> <table border="1"> <thead> <tr> <th>DD No.</th> <th>DD Date</th> <th>Issuing Bank</th> <th>Validity Date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>In case of RTGS/NEFT</p> <table border="1"> <thead> <tr> <th>UTR No.</th> <th>Amount</th> <th>Issuing Bank</th> <th>Date of payment</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	BG No.	BG Date	Issuing Bank	Validity Date					DD No.	DD Date	Issuing Bank	Validity Date					UTR No.	Amount	Issuing Bank	Date of payment				
BG No.	BG Date	Issuing Bank	Validity Date																								
DD No.	DD Date	Issuing Bank	Validity Date																								
UTR No.	Amount	Issuing Bank	Date of payment																								
20.	Confirm requisite Bank Guarantee/Demand Draft/RTGS Details towards EMD has been submitted.	:																									
21.	Please confirm supply shall be made for LSHS Premium by rake load only for supply to all units of NALCO	:																									
22.	Whether arbitration clause as per NIT is agreed	:																									
23.	Confirm price has been quoted for supply to Damonjodi ex-Vizag & to Angul ex-Vizag for LSHS Premium by rake.	:																									
24.	Please confirm acceptance to Clause 17 of NIT	:																									
25.	(i) 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	:																									

	(ii) 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.	
26.	(a) NALCO (Buyer) w.e.f. 01.07.21, will deduct TDS u/s 194Q at the rate of 0.10% on Purchase value exceeding Rs.50 Lakh. For the purpose of computing threshold limit of Rs.50 Lakh, all Invoices accounted for by NALCO from 01.04.21 will be considered. However, this is as per current provision of the income Tax Act and is subject to modification based on further notification on the subject by Govt. of India under Income Tax Act. Please confirm your acceptance.	
	(b) Please confirm that you will not charge TCS as "Seller" under section 206C(1H) from 01.07.2021 to NALCO in the Invoices/Bills raised on NALCO for supply of material as per the provision explained above.	
27.	Whether SA-8000 format duly filled in submitted	
28.	Please confirm that you have submitted price bid in GeM Portal inclusive of basic price, freight, discount and all other applicable taxes & duties.	
29.	Confirm price is quoted prevailing on 29/05/2026 i.e. the day preceding 10 (Ten) days prior to the original due date of tender submission.	
30.	Confirm acceptance to demurrage clause of the tender.	
31.	Confirm state surcharge, shunting charges/ siding charges are as per Vizag/Haldia as the case may be.	
32.	Confirm to submit price circular of PSU & railway / road (as applicable) freight rate along with despatch documents	
33.	Confirm acceptance to all other terms & conditions of tender	
34.	Confirm Integrity Pact duly signed in is submitted	
35.	Please confirm quoted freight is exclusive of GST on freight charges.	

**Date:**

**Signature of Tenderer:**

**Name:**

**Place:**

**Address:**

**Annexure-I (continued)**

**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.

**Social Accountability 8000 Compliance Format**

**A. Basic information**

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

**B. Information regarding Social Accountability**

- What is the minimum age required to join your organization? \_\_\_\_\_ Years
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
- Do you provide safe & healthy work environment as per statutory requirement? Yes/No

- If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No

Are you certified for SA 8000? Yes/No

If Yes, please submit a copy of SA8000 Certificate 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 alongwith this filled up questionnaire

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

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

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

- Do you provide safety training to your employees? Yes/No

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

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

- What types of medical benefits you provide to your employees?

---

---

---

---

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

If no, how do you ensure freedom of expression?

---

---

---

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

---

---

---

---

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

---

---

---

---

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

---

---

---

---

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

---

---

---

- How many shift you have? \_\_\_\_\_shifts
- What is the official working time? \_\_\_\_\_hours

▪ Which day is off day in your organization? \_\_\_\_\_

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

---

---

---

▪ Do you pay overtime to your employees as per law? Yes/No

▪ What is the lowest amount (salary/wage) you pay to your employees? Rs. \_\_\_\_\_/-

▪ Is there any case of deduction in wage? Yes/No

▪ In case, it is yes, what are the general reasons for such deduction?

---

---

---

▪ Is there any apprentice period in your organization? Yes/No

▪ If yes, what is the apprentice period in your organization? \_\_\_\_\_

▪ Do you have any international certification Yes/No

▪ If yes, please specify

---

---

▪ Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers Yes/No

▪ Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers who are classified as home worker? Yes/No

▪ If yes, what steps you have taken to ensure that they get similar level of protection as afforded to directly employed employees?

---

---

---

---

- Have you taken care to look into issues related to child 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 FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

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

Date \_\_\_\_\_

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at \_\_\_\_\_ (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 present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not 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: .....Bank  
Corporate Seal of the 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.
- ii) Address of NALCO'S Office where tender is to be finalised is to be 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
- (Nineteen 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.
- (Sixteen Banks)

## 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

(Thirty Six Banks)

**ANNEXURE-III(A)****ANNEXURE 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/LSHS
	DATE	11/05/2026
2)	DESCRIPTION OF TENDER	Supply of LSHS Premium
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 : sandeep.shah@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 \_\_\_\_\_ and the BIDDER/Seller is willing to offer/has offered the stores and

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

**NOW THEREFORE**

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

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

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

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

**1.0 Commitments of the BUYER**

1.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any

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

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

#### **Commitments of BIDDERS**

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

relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.  
The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13. Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

#### 4.0 **Previous Transgression**

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

#### 5.0 **Sanctions for Violations:**

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

any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
  - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
  - (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2. The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.
- 6.0 **Independent External Monitors (IEMs):**
- 6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website ([www.NALCOindia.com](http://www.NALCOindia.com)).
- 6.2. The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3. The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5. As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6. The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

- 6.7. The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8. The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
- 7.0 **Facilitation of Investigation:**  
In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
- 8.0 **Law and Place of Jurisdiction:**  
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
- 9.0 **Other Legal Actions:**  
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 10.0 **Validity:**
- 10.1. This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NALCO.
- 10.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 11.0 If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
- 12.0 The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

For & on behalf of

For & on behalf of

**BUYER**

**BIDDER**

Name of the Officer:

Designation:

Company:

NALCO

Official Seal

Witness

Witness

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

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

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

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

**PROFORMA FOR PRICE BREAK UP**  
(To be submitted after opening of price bids)

(a) Price Break up for supply of LSHS Premium at Refinery, Damanjodi, by Rail Mode:

Element of price	Value in Rs./KL
Basic Price in figures	
Shunt & Siding Charges	
Sub Total -1	
Discount(-)	
Sub Total-2	
Indicative Rail Freight	
Sub-Total-3	
IGST on subtotal -3	
Total = Price quoted under GeM Portal	

(b) Price Break up for supply of LSHS Premium at Smelter, Angul, by Rail Mode:

Element of price	Value in Rs./KL
Basic Price in figures	
Shunt & Siding Charges	
Sub Total -1	
Discount(-)	
Sub Total-2	
Indicative Rail Freight	
Sub-Total-3	
IGST on subtotal -3	
Total = Price quoted under GeM Portal	