

NATIONAL ALUMINIUM COMPANY LIMITED (NALCO)
(A NAVRATNA CPSE)

**CORPORATE OFFICE : MARKETING DEPARTMENT,
NALCO BHAWAN, P-1, NAYAPALLI,
BHUBANESWAR,
ODISHA -751013, INDIA**

**INVITES BID
FOR**

**SALE OF 9000 MT +/- 2 % CALCINED ALUMINA IN BULK ON EX-WORKS
(DAMANJODI, ODISHA) BASIS THROUGH NALCO E-TENDERING SYSTEM.**

TENDER CLOSING DATE & TIME – 26.05.2026 AT 17:00 HOURS (IST)

TENDER OPENING DATE & TIME – 26.05.2026 AT 17:15 HOURS (IST)

**THE COPY OF THE TENDER DOCUMENT CAN BE DOWNLOADED FROM OUR
WEBSITE WWW.NALCOINDIA.COM, CORRIGENDUM, IF ANY, SHALL ONLY BE
AVAILABLE ON ABOVE WEBSITE.**

Notice Inviting Tender

1. **Invitation of Bids** : National Aluminium Company Limited (NALCO), Corporate Office, Bhubaneswar invites bids from prospective bidders through NALCO e-Tendering System (NETS) for sale of Calcined Alumina(CA10) of NALCO Brand. Prospective bidders may download the tender document from our NETS portal and can also obtain a copy of the same from NALCO's Corporate Office during office hours on any working day till one day prior to the closing of this tender. Bidder(s) must go through the complete tender document for details before submission of their bids. Any query/clarification regarding registration on NETS portal and/or tender document and/or submission of bids on the NETS portal may be addressed to the Help Desk before the due date of closing of the tender mentioned in the tender document.
Pre Bid meeting will be held on 19.05.2026 at 1530 Hrs.
2. **Definitions** :
In this NIT unless contrary intention appears:
 - a) **"The Seller"** means National Aluminium Company Limited (NALCO).
 - b) **"The Buyer"** means the person(s), firm or Company buying the goods from the Seller.
 - c) **"Dollars"** and **"Cents"** means respectively Dollars and Cents in lawful money of the United States of America.
 - d) **"Day"** shall mean a calendar day.
 - e) **"Parties"** collectively mean both buyer and seller.
 - f) **"Successful Bidder"** means after opening of tender, NALCO will decide the highest bidder based on the evaluation of the price bids and subsequent issuance of Letter of Award. The decision of NALCO shall be final and binding on all the bidders.
 - g) **"Letter of Award"** means Award/Allocation of quantity to successful bidder by NALCO after evaluation of all received bids.
 - h) **"Sale Order"** means Despatch Instruction issued by NALCO after receipt of firm financial arrangement from buyer by way of 100 % advance payment only.
 - i) **"Working Day"** shall mean day excluding Saturday, Sunday and Public holiday at NALCO, Corporate Office.
3. **Total Quantity** : 9,000 MT +/- 2 % of Calcined Alumina(CA10).The said tolerance will be applicable on the total quantity offered for sale / tendered. Successful bidder has to lift full quantity in 3 lots through rakes and partial lifting is not permitted.
4. **Point of Sale/Dispatch** :
The Calcined Alumina(CA10) offered for sale under this tender shall be available at NALCO's M & R Complex at Damanjodi (Odisha).The transportation of material from our Refinery Damanjodi to the buyer's declared destination will be done through NALCO's own BTAP rakes.

5. **Commodity Details** : CALCINED ALUMINA CA(10)- Coarse Alumina(Sandy Type) by NALCO.
Specification:-

TYPE : METALLURGICAL GRADE CALCINED ALUMINA (SANDY TYPE)

PHYSICAL SPECIFICATIONS :

- BET SURFACE AREA : 60 – 80 M2 / GM
- LOI (300-1000 deg C) : 0.5 – 1 %
- BULK DENSITY : 0.95 – 1.05 T/M3

	<u>TYPICAL</u>	<u>MAXIMUM</u>
• ALPHA CONTENT :	--	10%
• GRAIN SIZE :		
+ 125 MICRON :	--	15%
– 45 MICRON :	10%	12%

CHEMICAL SPECIFICATIONS :

	<u>TYPICAL</u>	<u>MAXIMUM</u>
• P2O5 :	0.0015%	0.002%
• Na2O :	0.38%	0.50%
• Fe2O3 :	0.01%	0.015%
• SiO2 :	0.012%	0.02%
• ZnO :	0.0005%	0.0008%
• CaO :	0.042%	0.05%
• TiO2 :	0.0013%	0.004%
• V2O5 :	0.0015%	0.002%
• K2O :	0.0015%	0.002%
• Ga2O3 :	---	0.012%
• ALUMINA CONTENT :	98.7%	98.5% (MINIMUM)

The product specifications of CALCINED ALUMINA CA(10) has been enclosed at **Annexure - I**. Please note that the CALCINED ALUMINA CA(10) shall be supplied to the successful bidder(s) as per the above-mentioned specifications only.

6. Registration of bidders and Enrolment of DSC on NETS :

- a) The registration of prospective bidders on NETS portal is completely free of cost.
- b) Bidder(s) intending to participate in the tendering process by submitting bids shall be required to register on NALCO E- Tendering System with following link:
<https://etender.nalcoindia.co.in/DABidder/CustomerRegistration>
- c) The registration process includes online filling the registration form on NETS portal which inter-alia involves submitting the following basic information such as Name, Address, GST, PAN, TAN and Contact details etc.
- d) Bidders get successfully registered upon submission of information on NETS portal. Thereupon, an email link is sent to the registered bidder on their registered email ID for DSC registration as bidders need to get their valid Class 3 Digital Signature Certificate (DSC - obtained from either of the certifying authorities, as enlisted by Controller of Certifying Authorities (CCA) at <http://cca.gov.in>) enrolled in the NALCO E-Tendering System (www.nalcoindia.com) for submitting their bid.
- e) Registered bidders receive their User ID through which they can login, set password and participate in the tender on NETS.
- f) Customers other than existing MOU customers of NALCO for sale of chemicals in Domestic Market are also required to get themselves register on the NETS portal, if they wish to participate in the tender.
- g) Bidders shall settle clarifications and disputes, if any, regarding the NETS portal not later than one day prior to due date of closing of tender.

7. Eligibility & Qualification Criteria from Bidder For Participation in the Tender:

This Tender Process is open to all bidders who register in the NETS portal. The prospective bidders who are successfully registered on NETS portal must meet the following 'Eligibility' and 'Qualification' criteria to be technically qualified in the tender.

S. No.	Eligibility & Qualification Criteria	Documentation/Declaration required
1.	Deposit of EMD Amount Rs 3,00,000/-	e-Payment details (UTR No., Date of payment and Amount) to be uploaded in legible pdf format on NETS portal. In case of EMD exemption for MSEs, bidders to declare its MSE Status and upload their valid Udyam Registration or NSIC certificate digitally signed in legible pdf format on NETS portal for claiming EMD exemption. Non-submission of EMD will lead to rejection of the offer

2	<p>FINANCIAL CRITERIA Minimum Annual Turnover of Bidder should be Rs 50,61,82,500/- in preceding financial year.</p>	<p>The bidder must submit Audited financial statements in support of qualifying criterion along with the bid. While submitting bids, the bidder at times is not able to submit audited results of the previous financial year, as the same is not ready. In such a case for bids received prior to 30th June of any year, the financial figure for the previous to the previous year may also be considered for evaluation. Whereas for bids submitted after 30th June the bidder may also submit financial statement for the previous year certified by Chartered Accountant / Auditor for consideration of their bid). Non-submission of documents will lead to rejection of the offer</p>
3	<p>Adequate Infrastructure and facilities at Buyer/Consignee's destination point to unload material from NALCO's BTAP Wagon</p>	<p>The bidders should have proper infrastructure and facilities to unload material from NALCO BTAP wagon at Buyer/Consignee's destination point . The bidder has to submit undertaking certifying to have proper infrastructure and facilities at Buyer/Consignee's destination point to unload material from NALCO BTAP wagon.(Undertaking Format is enclosed in Annexure-III) Non-submission of undertaking will lead to rejection of the offer</p>
4.	<p>Bidder must have a valid GST Registration</p>	<p>Copy of GST certificate in legible pdf format to be uploaded Non-submission of documents will lead to rejection of the offer</p>
5.	<p>Bidder must have a valid PAN (Proprietor's/Partners'/ Company's PAN card.)</p>	<p>copy of PAN in legible pdf format to be uploaded Non-submission of documents will lead to rejection of the offer</p>
6.	<p>Declaration: Bidders must provide unequivocal acceptance and affirmation to the following declarations on the NETS portal :- a) That I / we have gone through and read carefully all the terms and conditions mentioned in the tender document and submit my unequivocal acceptance for the same.</p>	

	<p>b) That I/We do affirm to abide by all the terms and conditions and relevant guidelines mentioned in the NALCO (Tender Document).</p> <p>c) That, I/ We have not been blacklisted/ debarred/ Suspended/ demoted in any department of Government of India or in any State of India due to any reasons, prohibiting to continue in the contracting business.</p> <p>d) That I / we hereby understand that any wrong or misleading self-declaration would lead to violation of the terms of this tender and attract penalties as mentioned in this Tender Document.</p> <p>e) That I/ we will abide by any penal action such as disqualification or black listing or termination of contract or any other action deemed fit, taken by NALCO against us, if it is found that the statements, documents, declarations, information provide by us are false / fabricated.</p> <p>f) That I / we have not suppressed any fact in the Tender which could debar me/us to participate into the Tender. If it is revealed after opening of the Tender that any fact is suppressed by me/us, NALCO shall have the right to reject my tendered bid along with other punitive action against me as per terms and conditions of the tender.</p> <p>g) That I/We shall accept any decision taken by the NALCO at any point of time and any corrigendum issued on any Terms, conditions and relevant guidelines.</p> <p>h) That I/We have submitted bid in this tender without any condition or deviation.</p> <p>i) That I/We are not related to any other company as a parent company, a subsidiary, or a sister company which is also participating in this tender.</p> <p>j) That I/We declare that in case of forfeiture of my EMD Cum Security Deposit (as the case may be depending on stage of the tender), I/We will remit GST for the EMD Cum Security Deposit already paid.</p> <p>k) That I am duly authorized by my firm/company to submit bid in this tender and shall produce such authorization on first demand.</p>
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8. Special Terms & Condition :

- i. The sale of Calcined Alumina(CA10) shall be done ex-works from our Refinery Damanjodi
- ii. The successful bidder will be declared by NALCO within **05(five)** working days from date of closure of tender through issue of Letter of Award over e-mail to the successful bidder(s).
- iii. The buyer has to declare destination(Consignee details) at the time of bidding. The Buyer and consignee will remain firm for the total awarded quantity throughout the execution of the contract. Change in destination(Consignee details) after bidding is NOT permitted
- iv. Material shall be supplied to buyer's declared destination(consignee) through NALCO's own BTAP rakes.
- v. Necessary permission for movement of NALCO BTAP rakes from Refinery plant, Damanjodi to buyer's destination shall be obtained by NALCO. The buyer has to provide necessary supporting documents as when as required by NALCO/Railways for taking the route permission.

- vi. Upon receipt of route permission, Proforma Invoice for the total ordered quantity will be issued to buyer. Proforma Invoice shall include material price with applicable taxes , Railway freight , loading cost & other charges(if any).
- vii. Accordingly, the buyer shall make financial arrangement within **(07) seven days** from receipt of Proforma Invoice.
- viii. On receipt of full payment in advance for the total order quantity, Sale order /Despatch Instruction will be issued to buyer and subsequently material will be despatched in NALCO's BTAP wagon in phase wise manner in 3 rakes.
- ix. The buyer shall be responsible for railway co-ordination and ensuring that NALCO's BTAP rakes return back on time so that our supply-chain is not affected. The demurrage charge on the rakes if any, due to the delay in unloading material at buyer's destination and release of empty rake shall be borne by the buyer and in case there is any damage to our BTAP rakes then the buyer has to pay for the repairs/replacement as deemed fit by NALCO.
- x. Subsequent rake under this contract will be planned for despatch upon release of previous rake from destination point of the buyer.
- xi. In case of Sale to SEZ Units, Sale will be without payment of GST under Letter of Under Taking(LUT). Any document which is required by NALCO/GST Authority/ Customs during execution of the Contract shall be submitted by buyer.

9. Rake Unloading Facility at Destination point

There should be proper infrastructure and facilities at buyer's declared destination(consignee) in order to have smooth unloading of the material from Nalco's BTAP wagons within the permissible free time limit. Utmost care should be taken during unloading of material without damaging BTAP wagons. Any financial loss due to failure in unloading from BTAP rakes or damage to BTAP wagon at buyer's destination shall be on buyer's account.

10. Railway permission form Movement of NALCO Rakes to Buyer's declared Destination:

Permission required for movement of NALCO's BTAP rakes from Refinery Plant at Damanjodi to buyer's destination shall be obtained by NALCO. The buyer has to provide necessary supporting documents as when required by NALCO/Railways for taking necessary route permission.

11. Turn Around time and Demurrage.

Nalco's BTAP rake consists of around 48 to 51 wagons and generally carries around 3,000 MT of Calcined Alumina (CA10).As per the present facility at Nalco, the tentative total time required for placement, complete unloading and departure of a BTAP rake is around 7-8 hours. Considering above , the buyer should release the empty BTAP rake within 10 hrs from its arrival at buyer's declared destination.

In case of delay release of empty BTAP rake beyond the permissible free time limit of 10 hrs, demurrage as applicable Railway Rate will be charged on buyer's account which will be adjusted from security deposit. The decision of Nalco in this regard will be final and binding

12. Damage & Repairment to BTAP Wagon.

In case there is any damage to NALCO BTAP rakes during the execution of contract, the repairs/replacement cost as incurred by NALCO will be charged to buyer's account which shall be payable by buyer including adjustment from security deposit. The decision of Nalco in this regard will be final and binding.

13. Tender Fee : Nil

14. Earnest Money Deposit (EMD) Cum Security Deposit :

- a) Bidder(s) must deposit an interest free EMD of **Rs. 3,00,000/-** in order to participate in the tender. Bids without EMD are liable to be rejected except for those cases for which exemption has been received.
- b) **Mode of Payment of EMD**
e-Payment through NEFT/RTGS. The payment through e-mode may be made to the below mentioned bank account: -
Account No.:10044880024
IFSC Code: SBIN0009817
Beneficiary: National Aluminium Company Limited.
Bank & Branch: State Bank of India, Nalco Corporate Branch, Bhubaneswar.
- c) EMD shall be accepted only in the form of e-payment. Any other mode of payment shall not be accepted under any circumstances. Bidder must fill in and submit EMD transaction details like UTR No., date of remittance, amount remitted and simultaneously upload digitally signed proof of EMD details in legible pdf format on the NETS portal prior to price bid submission.
- d) All Central Govt. /State Govt. /PSUs are exempted from depositing EMD. Bidders registered as Micro and Small Enterprises (MSEs) with a valid Udyam Registration or NSIC certificate shall be exempted from payment of Earnest Money Deposit (EMD).
- e) EMD shall be refunded to all unsuccessful bidders by NALCO after intimation of the unsuccessfulness of their bid within a period of 15 working days from the date of opening of tender through e-Payment mode only. For facilitating EMD refunds, bidders shall be required to fill up and submit Bank Mandate to NALCO given at **Annexure- II**. Accordingly, refunds shall be processed as per their banking details.
- f) EMD of the successful bidder(s) will be converted into irrevocable and interest free Security Deposit under this tender and shall only be refunded upon successful completion of entire obligations of the buyer(s) under the tender i.e lifting of the entire quantity awarded in the tender and after due reconciliation of accounts between NALCO and buyer(s).
- g) EMD Cum Security Deposit will also not carry any interest.

15. Forfeiture of EMD Cum Security Deposit : NALCO reserves the right to forfeit the EMD and Security Deposit amount (as the case may be) in the following events:

- a) If bidder withdraws his bid after submission of bid or backs out after acceptance of the tendered bid.
- b) If bidder revises any of the terms quoted during the validity period.
- c) If bidder violates any of the conditions of the tender specification.
- d) If the declaration/documents/any of the information furnished by the bidder with the offer being found to be bogus or the documents contain false particulars.

- e) If successful bidder(s) fails to make firm financial arrangement towards their full quantity awarded in the tender within the stipulated timeline mentioned in the tender.
- f) If the successful bidder(s) fails to lift the quantity awarded in the tender within the stipulated timeline mentioned in the tender.
- g) If the successful bidder(s) fails to execute the order placed on them to the satisfaction of NALCO.
- h) If the entire sale amount covered by the Sale Order is not remitted by successful bidder(s) within the stipulated timeline mentioned in the tender.
- i) If the successful bidder(s) fails to remit any other due payment to NALCO after reconciliation of accounts with NALCO.

16. Security Deposit :

Security Deposit of 5% of the order value (excluding freight & other charges) from the successful bidder shall be made in the form of advance through E-payment(RTGS/NEFT) within **05(five)** working days from issue of Letter of Award.

Security Deposit under this tender is kept to counter any financial loss from the bidder and shall only be refunded upon successful completion of entire obligations of the buyer(s) under the tender i.e. lifting of the entire quantity awarded in the tender and after due reconciliation of accounts between NALCO and buyer(s) and subject to recovery of claim, if any

17. Insurance :

Once the material are loaded & despatched, the risk of loss due to damage or theft during transit will be borne by the buyer. Accordingly, necessary arrangements for insurance shall be made by Buyer.

18. Tender Schedule : The time schedule for closing and opening of tender is as below:

- **Tender Closing Date & Time – 26.05.2026 at 17:00 Hours (IST).**
- **Tender Opening Date & Time – 26.05.2026 at 17:15 Hours (IST)**
- **Bid Validity Date & Time – 03.06.2026 at 17:00 Hours (IST).**

Therefore, the last date and time for submission of bids by eligible bidders is on or before **26.05.2026 at 17:00 Hours (IST)**. Bidders will not be able to submit their bid thereafter. NALCO reserves the right to extend the due date and time for this tender.

No press advertisement shall be issued for the Updation/ Corrigendum/ Addendum. Prospective Bidders are advised to regularly visit NALCO website www.nalcoindia.co.in for updates regarding this Tender.

19. Signing of Tender Documents:

- a) Any information/declaration/document submitted online on NETS portal shall be digitally signed by the authorized signatory of the bidding party.

- b) Bidders to upload EMD details which is digitally signed by authorized signatory of the bidding party in legible pdf format
- c) The price bid is to be digitally signed. In case the bidder wishes to revise the price already submitted in the bid, then, new price bid submitted during bidding process, shall also be digitally signed.
- d) Person signing the bid must ensure before digitally signing that he has a proper Power of Attorney/Authorization Letter in his favors stating that he had authority to bind all other persons in all matters pertaining to the Tender. The Power of Attorney/Authorization Letter should be signed by all partners in case of partnership concern and in case of firms it should be under the common seal of the company.

20. **Bid Language :** All documents to be uploaded by the Bidder shall be in English language only. In case the Bidder intends to upload a document which is not in English but in any of the other scheduled language in the country, the Bidder shall also submit a Notarized version of the English Translation.

21. **Bid Price to be quoted :**

The Minimum Price fixed for delivery of 9,000 MT +/- 2 % of NALCO Calcined Alumina CA(10) against the said tender no is **Rs 37,495 Per MT**

The Bidders/Buyers need to quote price in Rs per MT which shall be more than or equal to minimum price fixed as above and the same shall be applicable for total ordered quantity against the tender. The tender will be awarded to the H1 Bidder based on quoted price in Rs./MT against Minimum Price fixed for this particular tender.

The quantity shall be awarded to the bidder quoting the highest bid. In case there is a tie, the tied buyers shall be requested to submit improvised bids. In case there is still a tie, then to discover the final buyer, draw of lots shall be held in presence of the tenderers who choose to be present.

The quoted price by the highest bidder will remain firm throughout the contract period.

The destination declared by buyer at the time of bidding will remain firm throughout the contract period.

The Railway freight from Ex works Damanjodi to buyer's destination shall be on actuals and should be borne by buyer and same will be intimated to successful bidder at the time of issue of Proforma Invoice.

The Loading and any other charges in executing the above tender will be on buyer's account and same will be intimated to successful bidder at the time of issue of Proforma Invoice.

22. **Bid Submission :**

- a) Bidders to submit their bids through NALCO e-tendering system (NETS) URL
- b) To submit bids, bidders will receive an e-mail from NALCO indicating the user ID and a link to

- create their own password. Bidders are required to create their own password by clicking the link.
- c) Bidders may log in with their user ID and password created by them to enter the bidding page to participate in the tender.
- d) **Stage 1 – Technical Bid**
Bidders are required to submit all the details along with documents as mentioned therein as per Eligibility & Qualification Criteria from Bidder For Participation in the Tender in Sr no-07.
- e) **Stage 2 – Price Bid**
- Bidders who have successfully completed Stage 1- Technical bid are moved to Stage 2- Price bid on the NETS portal.
 - The Bidders/Buyers need to quote price in **Rs. per MT** which shall be more than or equal to minimum price fixed and the same shall be applicable for total ordered quantity against the tender which gets encrypted by the system.
 - Further, Bidders can log in again in case they wish to revise their bids. In any case, the last bid submitted by them within the closing time of the tender will be their valid bid.
- f) Bids received through e-mail or fax or sealed envelope shall not be considered & will be summarily rejected.
- g) In case of MSEs claiming EMD exemption, it is the responsibility of the bidder to submit valid Udyam Registration or NSIC certificate
- h) The bids submitted by related companies are liable to be rejected i.e. A single bid should be submitted by either of one entity, which can be a parent company, a subsidiary, or a sister company, but not two or more of them together.
- i) Bidder must comply with the conditions of the NETS portal, including registration, compatible Digital Signature Certificate (DSC) etc.
- j) Outstation bidder may acquaint themselves with local obligation of taxes etc. from the local authorities before they participate in the tender.
- k) The bid of highest bidder (H-1) shall be considered and negotiation, if required, may be held with the H-1 bidder only for price improvement. Sometimes there could be tie in the highest (H1) price bid received. In such instances, bid improvisation request shall be sent to all the joint H1 bidders through NETS to improvise their bid.
- l) Submission of bid by the bidders against this tender shall be considered deemed acceptance of the NETS portal, tender procedures and terms & conditions of the tender document.

23. Bid Opening :

- a) Bids received shall be opened online at the specified date and time notified in the tender schedule. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.
- b) Information submitted by bidders in Stage -1 will be checked and verified by NALCO officials.
- c) Price bids will be opened only for those bidders who are technically qualified.

24. Evaluation of Bids :

- a) All the documents/declarations/information submitted by the bidders will be opened and

- downloaded on tender opening time and date and scrutinized by the NALCO officials.
- b) Bids complying the tender terms and conditions and complete in all respects shall only be considered as responsive bids.
 - c) The Ranking of the responsive bids shall be done on the basis of price bids in descending order.
 - d) NALCO reserves the right to cancel the tender in any condition whatsoever.
 - e) Bids once made by a Bidder, cannot be cancelled/ withdrawn by the Bidder and the Bidder shall be bound by the bid quoted, failing which EMD Cum Security Deposit will be forfeited along with all other punitive actions as deemed fit by NALCO and /or as per provision of this tender shall be initiated against the bidder.
 - f) The tender will be awarded to the H1 Bidder based on quoted price in **Rs. Per MT** against Minimum Price fixed for this particular tender.
 - g) The quantity shall be awarded to buyer quoting the highest bid. In case there is a tie, the tied buyers shall be requested to submit improvised bids. In case there is still a tie, then to discover the final buyer, draw of lots shall be held in presence of the tenderers who choose to be present.
 - h) The charges like Railway freight, Loading, any other charges etc will NOT be taken into consideration while evaluating the H1 Bid.
 - i) The quoted price by the highest bidder will remain firm throughout the contract period.
 - j) The actual Railway freight from Ex works Damanjodi to buyer's declared destination shall be on actuals and should be borne by buyer. The Loading, Demurrage/Repair & maintenance cost / any other charges in executing the above contract will be on buyer's account.

25. Validity of Bids :

- a) The bid should be kept valid for **05(Five)** working days from the date and time of closing of tender i.e. Bids must remain valid till **03.06.2026 at 17:00 Hours (IST)**.
- b) No Bidder will be allowed to withdraw the offer within the validity period specified.
- c) In case the day upto which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for NALCO's Corporate Office, the bid validity shall automatically be deemed to be extended upto the next working day.
- d) Further, the bidder shall agree to extend the validity of the bids without altering the substance and prices of their bid for further periods, if any, required by NALCO.
- e) The bidder cannot quote his own validity period and if done so, the bid will not be considered and will be liable for rejection.
- f) Working days means working days of NALCO Corporate Office, Bhubaneswar.

26. Letter of Award / Sales Confirmation :

- a) The successful bidder will be declared by NALCO within **05(Five)** working days from the date of closure of tender through issue of Letter of Award over e-mail to the successful bidder(s).
- b) Further, the normal period for the remittance of sale amount would be **07(Seven)** working days of NALCO Corporate Office from the date of issuance of Proforma Invoice by NALCO.
- c) On receipt of full payment including Railway freight and other charges the sale order / dispatch instruction will be issued. Any mode of payment other than e-Payment through NEFT/RTGS shall not be accepted under any circumstances.
- d) The Letter of Award will be issued only to the successful bidder(s) who has submitted the digitally signed bid. No change in name and address or transfer of Letter of Award/Sale Confirmation will be permitted.

27. Financial arrangements / Payment mode: The mode of payment of sale amount shall be through 100% advance payment in e-mode within **07(seven)** working days from the date of issuance of NALCO's Letter of Award. Buyer shall intimate NALCO via email regarding details of payment made such as amount, UTR No., date etc. Once the entire sale amount has been deposited by the buyer, any request or claim to refund the amount in whole or in part shall not be entertained by NALCO under any circumstances except any part left over after despatches of the ordered quantity.

28. Issue of Sale Order/DI & Conditions for lifting the material:

- a) At the time financial arrangement , Buyer has to make full payment for total quantity of material price and total freight cost from Ex works Damanjodi to buyer's destination along with all statutory taxes & duties as applicable.
- b) The Sale Order/DI shall be issued on receipt of full sale amount from the successful bidder(s). The Purchased material should be lifted completely within **20 Calendar days** from the date of issue of Proforma Invoice by the successful bidder from the point of Sale.
- c) If the successful bidder fails to lift the purchased materials within the above time limit either partly or fully, then NALCO reserves the right to liquidate the remaining quantity by offering the same to other buyers at the risk and cost of the successful bidder.
- d) However, in exceptional cases where the successful bidder is unable to lift material due to reasons beyond their control, time extension may be granted for lifting the material at the sole discretion of NALCO.
- e) A shipping tolerance of upto +/-2% shall be permissible from the sale order quantity. Credit balance available with NALCO after completion of lifting shall be refunded without interest to the successful buyer within 30 days or reconciliation of accounts whichever is earlier. Buyer is required to submit completely filled-in Bank Mandate form enabling NALCO for effect refund payment. (**Annexure – II**)

29. Delivery of Material :

- a) The Sale Order shall be issued by NALCO upon receipt of full sale amount from the buyer including Railway Freight & loading charges.
- b) The H1 Bidder shall take delivery of materials within the lifting schedule specified in the tender i.e. **within 20 Calendar days** from the date of issue of Proforma Invoice.
- c) The Price quoted by the highest bidder will remain firm throughout the contract for the total quantity. The destination declared at the time of bidding will remain firm throughout the contract for the total quantity. Change in destination after completion of bidding is NOT permitted
- d) Transit insurance for the goods despatched from the point of sale is to be arranged by the Buyer. Buyer shall be liable for any loss in transit for which insurance is to be arranged by the Buyer.

30. Weight : The materials shall be weighed point of sale of NALCO and shall be final and binding upon buyer with standard tolerance limit this shall constitute the basis for all invoicing.

31. **Quality :** The Alumina supplied under this agreement will comply with Nalco's standard specification as per Annexure-I. The chemical composition and weight as certified by Nalco shall be final and binding. NALCO will not entertain any claim whatsoever on grounds after goods are left ex-Work Damanjodi.
32. **Loss of Cargo in Transit :** In the event of any loss to the material during transit, buyer shall not claim whatsoever against the seller on account of such loss.
33. **GST & Other Taxes & Levies:**
- GST: Shall be charged at the rate as prevailing on the date of dispatch/lifting. Any variation in the rate due to Governmental action shall be to the Buyer's account.
 - Other taxes and levies: As imposed by Central or Local Government or any other public authority, shall be to the Buyer's account.
 - Buyer to deduct TDS as per provisions of the Income Tax Act and deposit the same in respect of NALCO with the Government.
34. **GST E-way Bill :** The Government of India has notified E-waybill system for interstate/intrastate movement of goods. Hence, it is informed that e-way bill will be/needs to be generated as per prevalent provisions of GST.
35. **Other Terms & Conditions :**
- In case of any dispute regarding the contract, the decision of NALCO shall be final and binding.
 - If there is any dispute with regard to the highest bid, the dispute shall be determined by NALCO and their decision shall be final and binding to all.
 - The bidders should furnish their full and clear postal address and e-mail address during the registration process and all their subsequent correspondences. If the Letter of Award or Sale Order or any other correspondences are not received by the buyer due to invalid address, NALCO will not be held responsible for it and it will be assumed that the bidder has backed out and is not interested in the purchase of the tendered items and accordingly would be dealt as per the provisions contained in this tender document.
 - No other terms and conditions beyond the terms and conditions as stipulated in this tender notice will be entertained.
 - Conditional offers will be deemed to be invalid and will be summarily rejected.
 - No plea citing misunderstanding or ignorance of conditions put forth subsequent to issuance of Letter of Award shall be accepted.
 - The successful bidder / buyer shall not sublet, transfer or assign the contract or any part thereof to any third party, without the previous written approval of NALCO.
 - Saturdays, Sundays and closed holidays of NALCO's Corporate Office shall not be considered as working days.
 - If by law any Licence shall be required to enable the Buyer to acquire or the Seller to sell to the Buyer, the goods, such Licence shall be obtained by the Buyer. In the event that Seller shall receive directions by a Government Department as to the disposal of the Seller's output of goods of the

type or kind or category of goods within the order, and in the opinion of the Seller such direction shall prevent or hinder the fulfillment by the Seller of the order, the Seller may by notice to the Buyer cancel the order in whole or in part. This is without prejudice to the Seller's right to recover money owing to him in respect of deliveries made prior to the date of such cancellation.

- j) The Buyer shall not be entitled to change or modify the instructions contained in the order without the Seller's written consent.
- k) The domestic bulk buyer of alumina will NOT be covered under existing NALCO MOU scheme for Sale of Chemical Products in Domestic Market and also existing NALCO MOU customers will not be eligible under the scheme for domestic bulk sale

36. Documents Constituting Contract :

The Invitation of bids, the terms and conditions of tender, bid of the successful bidder(s), Letter of Award issued by NALCO and Sale Order issued by NALCO along with any amendment issued prior to signing of contract shall constitute the Contract between NALCO and the successful bidder(s).

37. Default Clause :

In case the selected successful bidder (s) fails to deposit the full sale payment within 07(Seven) working days from the date of issue of Proforma Invoice and/or fails to lift the contracted quantity (wholly or partly) within 20 Calendar days from the date of issue of Proforma Invoice or within the period for which extension has been granted by NALCO, NALCO will be free to rescind the contract and take the following actions:-

- a) NALCO, without any further notice, shall have the liberty to resale whole/remaining contracted quantity to the other buyers and /or in the open market.
- b) Blacklisting the bidder.
- c) EMD and Security Deposit of the bidder shall be forfeited.
- d) The defaulter may be debarred from participating in any NALCO's tender for a period of 6 months.
- e) The buyer shall be held responsible for all expenses, losses and damages whatsoever incurred by NALCO due to breach of contract on the part the buyer.
- f) Any other actions as deemed fit by NALCO management shall be taken.

38. Right to Accept/Reject :

- a) NALCO reserves the right to accept/reject any or all bids including the highest bid wholly or partially or counter the bid(s) without assigning any reason thereof.
- b) NALCO also has the right to cancel the tender at any stage/ at any point of time without assigning any reason thereof.
- c) NALCO reserves the right to abandon the sale of goods in the tender and or issue another tender for identical or similar goods.
- d) NALCO reserves the right to accept the highest eligible bid price.
- e) NALCO reserves the right to reduce the quantities to be sold, if necessary, during the pendency of the tender.
- f) NALCO reserves the right to reject conditional offers.

39. Amendment to Tender Document :

Before the closing time of the tender, the bid Inviting officer may modify any of the contents of the tender notice, tender documents by issuing amendment /Addendum/corrigendum. Any addendum/ amendments/ corrigendum issued by the tender inviting officer shall be part of the tender document and it shall be published in the NETS portal. However, NALCO shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Bidders are requested to visit the website frequently to check whether there are any related updations on the tender or not.

40. Termination of Contract : NALCO upon written notice of default to the buyer shall terminate the contract under the following circumstances:

- a) If in the judgment of NALCO, the buyer fails to complete the lifting of material within the time specified for the same in the contract or within the period for which extension has been granted by NALCO to the buyer.
- b) If in the judgment of NALCO, the buyer fails to comply with any other provision of this NIT.

41. Termination/Suspension/Modification of Order :

No termination, suspension or modification of this contract can be accepted by NALCO unless special circumstances exist where NALCO agrees in writing to do so and on the express conditions that full payment will be made by the buyer for all work done or expenses incurred by NALCO prior to the NALCO's acceptance of termination or suspension. The NALCO's decision as to such charges shall be final and binding on the Buyer.

42. Cancellation of Contract :

If the successful bidder fails to fulfill their contractual obligations for reasons other than Force Majeure, NALCO shall be entitled at their option to cancel the contract and forfeit EMD and Security Deposit and initiation of actions as per provisions of Default Clause No. 37 mentioned in the tender NALCO shall not be liable to any risks and costs, whatsoever, consequent upon such cancellation of the contract.

43. Disclaimer :

The issue of this tender document does not in any way commit or otherwise obliges NALCO to proceed with all or any part of tendering process. The tender is not the subject of any process contract or any contractual obligations between NALCO and prospective bidders. NALCO is not liable for any costs of compensation in relation to expenditure incurred by the prospective buyer to this tender on whatsoever reasons/grounds whether or not NALCO may, at its absolute discretion, elect to abandon any part or whole of the tendering process without giving prior notice to the prospective bidders.

44. Disqualified/Debarred/Suspended/Blacklisted Criteria :

A bidder shall be liable to be disqualified/debarred/suspended/blacklisted, if they:

- a) Furnish false/ fabricated particulars in the forms, statements and declarations submitted either during registration process or while participation in the tender.
- b) Do not respond to NALCO's Letter of Award after emerging **H1** in the Tender.
- c) Have record of poor progress such as abandoning the contract, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

- d) Even while execution of the contract, if found that the contract was awarded to the bidder based on false/ fake credentials, the bidder will be blacklisted and necessary action will be taken as per rules.
- e) Any definite attempt of profiteering by any bidder will render himself liable to be debarred permanently from bidding or for such period as the bid accepting authority may decide.
- f) If bidder withdraws his bid after submission of bid or backs out after acceptance of the tendered bid.
- g) If bidder revises any of the terms quoted during the validity period.

45. Delivery & Force Majeure :

Orders are accepted and executed subject to “Force Majeure” circumstances including acts of god, in the event of stoppage of work in any establishment of the NALCO during the delivery period owing to war, riots, strikes, lock-outs, trade disputes, break-downs, accidents, fire, tempest, Government orders or restrictions imposed by Government of India/State Government, Governmental Decree, shortage of raw materials, non-availability of space for placement of trucks and/or causes beyond the control of the NALCO. In the event of any stoppage of railways or other carriers used by NALCO, deliveries may be postponed or partially or wholly cancelled by NALCO. NALCO will not be liable for any damages or compensation on this account or disruptions. This is without prejudice to the NALCO’s right to recover money due to NALCO in respect of deliveries made prior to the commencement of such contingencies, under this contract.

NALCO will ensure delivery of metal as per agreed Delivery schedule subject to Force Majeure conditions. In case NALCO is not able to Deliver the quantities for genuine reasons, it will approach the Buyer to reschedule the unexecuted quantities.

In the event of non-agreement, the Buyer will have right to cancel any unexecuted quantities of the scheduled delivery without any financial implication to NALCO. It is expressly understood that default will be restricted to the defaulted quantities only and it will not make entire contract un-enforceable. The Buyer will have to lift quantities in respect of which no default is committed.

46. Arbitration :

In case of any dispute or differences that may arise from time to time between the parties out of or relating to the construction, meaning, operation, effect, or performance of this contract or breach thereof shall be settled amicably between the two contracting parties. If the dispute cannot be resolved mutually between NALCO & Buyer, it shall be referred to a Sole Arbitrator to be appointed by CMD of NALCO. The CMD, NALCO shall communicate, cause to be communicated, a panel of three names of persons to BUYER in this regard within thirty days of notice for Arbitration, for BUYER to select any one of them to be appointed as the Arbitrator. In case BUYER does not communicate its selection as above within thirty days, CMD, NALCO will appoint any one of them as a Sole Arbitrator. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy, another Arbitrator will be appointed in the same manner as above. The provisions of the Indian Arbitration Act and the Rules made thereunder shall apply to the proceedings.

47. Indemnification :

That bidder(s) agreed in all times hereinafter, indemnify and keep NALCO and/or its employees fully indemnified and hold harmless from and against any and all actions, claims, demands, proceedings, losses, damages, costs, charges, fines, penalties and liabilities of whatsoever nature caused to NALCO arising out of the actions of the bidder.

48. Severability :

The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in the documents constituting the contract will not affect the validity or enforceability of the remaining portions or any part of the documents constituting the contract.

49. Jurisdiction :

All suits and proceedings relating to any disputes or any claims arising out of or in the course of performance of the contract shall be subject to the exclusive jurisdiction of Courts of Bhubaneswar, Odisha only.

50. Helpdesk :

Helpdesk service will be available for attending to complaints/problems faced by bidders in bidding process. Any Bidder may contact NALCO Corporate office **Ph. No. 0674-2301988 to 2301999 & Email ID: amlan.mohapatra@nalcoindia.co.in and rakesh.ranjan@nalcoindia.co.in** for resolution of any operational/technical issues in bidding process or for any clarification regarding the tender document. However, it should be ensured by the bidders that their request should be received in writing by NALCO well in advance i.e at least one day prior to tender closing date, enabling NALCO to resolve their problem before tender closing date. Any complaint/problem reported after closing of tender shall not be entertained by NALCO.

THIS NOTICE INVITING TENDER DOES NOT BIND NALCO FOR THE SALE OF SUCH GOODS. NALCO RESERVES THE RIGHT TO CANCEL THE ABOVE TENDER WITHOUT ASSIGNING ANY REASON AND WITHOUT ANY INTIMATION TO THE BIDDERS.

Annexure – I



CALCINED ALUMINA

1. **TYPE** : METALLURGICAL GRADE CALCINED ALUMINA (SANDY TYPE)

2. **PHYSICAL SPECIFICATIONS** :

- BET SURFACE AREA : 60 – 80 M² / GM
- LOI (300-1000 deg C) : 0.5 – 1 %
- BULK DENSITY : 0.95 – 1.05 T/M³

	<u>TYPICAL</u>	<u>MAXIMUM</u>
• ALPHA CONTENT :	--	10%
• GRAIN SIZE :		
+ 125 MICRON :	--	15%
– 45 MICRON :	10%	12%

3. **CHEMICAL SPECIFICATIONS** :

	<u>TYPICAL</u>	<u>MAXIMUM</u>
• P ₂ O ₅ :	0.0015%	0.002%
• Na ₂ O :	0.38%	0.50%
• Fe ₂ O ₃ :	0.01%	0.015%
• SiO ₂ :	0.012%	0.02%
• ZnO :	0.0005%	0.0008%
• CaO :	0.042%	0.05%
• TiO ₂ :	0.0013%	0.004%
• V ₂ O ₅ :	0.0015%	0.002%
• K ₂ O :	0.0015%	0.002%
• Ga ₂ O ₃ :	---	0.012%
• ALUMINA CONTENT :	98.7%	98.5% (MINIMUM)

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Annexure – II

BANK MANDATE FORM for E-Payment (To be submitted in Duplicate)

To

National Aluminium Company Limited,

Dear Sir,

Sub: Authorization for release of payment due from NALCO,

through e-mode.

facilities of RBI (EFT / RTGS / NEFT) / Internet Banking.

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

Account Type Savings ڤ Current ڤ Cash Credit ڤ

Account No.(as appearing in the Cheque Book)

(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 & Code and Account Number)

RTGS / IFSC Code

NEFT / 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/ NEFT.

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. : RTGS/ NEFT charges if any, is to be borne by the party.

Annexure – III

Undertaking for having infrastructure to unload material from NALCO'S BTAP wagon

This is to confirm that M/S ----- and the declared destination have proper infrastructure and facilities to unload Alumina from NALCO's BTAP wagon at Buyer/Consignee's destination point .

Any financial loss to NALCO due to failure in unloading of Alumina from NALCO' BTAP rakes or damage to NALCO's BTAP wagon or delay at buyer's destination shall be on buyer's account.

Name:

Designation:

Buyer/Bidder Name