

Bid Document

| Bid Details | |
|---|---|
| Bid End Date/Time | 10-01-2023 09:00:00 |
| Bid Opening Date/Time | 10-01-2023 09:30:00 |
| Bid Offer Validity (From End Date) | 180 (Days) |
| Ministry/State Name | Ministry Of Mines |
| Department Name | Materials |
| Organisation Name | National Aluminium Company Limited, Bhubaneswar |
| Office Name | Materials |
| Total Quantity | 1000 |
| Item Category | MILD STEEL CATHODE BAR |
| BOQ Title | MILD STEEL CATHODE BAR |
| MSE Exemption for Years of Experience and Turnover | No |
| Startup Exemption for Years of Experience and Turnover | No |
| Document required from seller | Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| Bid to RA enabled | Yes |
| RA Qualification Rule | H1-Highest Priced Bid Elimination |
| Type of Bid | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days |
| Evaluation Method | Total value wise evaluation |

EMD Detail

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| Required | No |
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ePBG Detail

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| Required | No |
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Splitting

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| Splitting Applied | Yes |
| Maximum No. Of Bidders Amongst Which Order May Be Split | 2 |
| Split Criteria based on which quantity will be distributed | SPLIT RATIO - 55: 45 AS PER CLAUSE NO. 19 OF ANNEXURE - III (COMMERCIAL CHECKLIST) OF NIT DOCUMENT. |

MII Purchase Preference

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|-------------------------|-----|
| MII Purchase Preference | Yes |
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MSE Purchase Preference

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|-------------------------|-----|
| MSE Purchase Preference | Yes |
|-------------------------|-----|

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

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

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

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

MILD STEEL CATHODE BAR

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

| | |
|------------|-----------|
| Brand Type | Unbranded |
|------------|-----------|

Technical Specifications

| | |
|------------------------|---------------------------|
| Specification Document | View File |
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporting Officer | Address | Quantity | Delivery Days |
|-------|-----------------------------|--|----------|---------------|
| 1 | USHNA RANJAN MISHRA | 759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR | 1000 | 240 |

Buyer Added Bid Specific Terms and Conditions

1. Scope of Supply

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

2. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

DELIVERY SCHEDULE:

(A) 1st lot 350 MT shall be delivered within 02 months from date of PO.

(B) 2nd lot 350 MT shall be delivered within 05 months from date of PO.

(C) 3rd lot 300 MT shall be delivered within 08 months from date of PO.

NALCO may postpone the delivery schedule with prior information before 02 months of schedule delivery date of PO.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---



National Aluminium Company Limited
(A Government of India Enterprise)
Smelter Plant, Angul – 759145, Odisha

NOTICE INVITING TENDER (NIT)

FOR

**MILD STEEL CATHODE BAR SIZE: LENGTH-2100 MM, WIDTH-100 MM, HEIGHT 140 MM FOR SMELTER PLANT
(NALCO), ANGUL, ODISHA, INDIA
(INTERNAL NIT#SMLT/MMP/408/3000008561)**

List of Annexures:

| S.No. | Annexure Number | Subject |
|-------|-----------------|--|
| 1 | Annexure - I | Pre-Qualifying criteria |
| 2 | Annexure - II | Technical Checklist |
| 3 | Annexure - III | Commercial Checklist |
| 4 | Annexure - IV | NALCO's policy |
| 5 | Annexure - V | Anti-profiteering/Income Tax Clause/ Guidelines for eligibility of a "bidder having beneficiary relationship from a country which shares a land border with India" |
| 6 | Annexure - VI | Pre-contract integrity pact |
| 7 | Annexure - VII | Proforma for bank guarantee for Earnest Money Deposit(EMD) |
| 8 | Annexure - VIII | Proforma of Contract cum Performance Guarantee by seller/contractor (CPBG) |
| 9 | Annexure - IX | List of approved Banks of NALCO |
| 10 | Annexure - X | Make in India Declaration Format |
| 11 | Annexure - XI | SA 8000 Compliance Format |
| 12 | Annexure - XII | Format for compliance to General Environmental Requirement |
| 13 | Annexure - XIII | NALCO's standard terms and conditions of NIT |

PRE-QUALIFYING CRITERIA – ANNEXURE - I

Tender Reference no. SMLT/MMP/408/3000008561

Bidder internal offer no. & date: _____

| A) TECHNICAL | |
|--|--|
| Eligibility Criteria | Documentary Proof |
| The bidder must have 1. Manufacturing facility for rolled steel products (Round/rectangular steel bar). OR 2. A valid agreement with a manufacturer for using their manufacturing facility of rolled steel products (Round/rectangular steel bar). | 1. Certificate issued/ certified by cost accountant/ Auditor in practice as a manufacturer of rolled Round/rectangular steel bar. 2. (i) Copy of valid agreement is to be certified by a public notary. (ii) The manufacturer having rolling facility of rolled steel products (round/rectangular steel bar) is to be certified by a cost accountant/ Auditor in practice. |
| B) EXPERIENCE | |
| Eligibility Criteria | Documentary Proof |
| The bidder must have successfully executed supply orders for rolled steel products of following minimum quantities within last five (5) years to be reckoned from the date of “bid submission date” specified in the NIT. I. Single order of minimum 440 MT of rolled steel products. OR II. Two orders, each of minimum 275 MT of rolled steel products. OR III. Three orders, each of minimum 220 MT of rolled steel products. | Copies of purchase order & invoices, duly certified by a public notary/ cost accountant/ Auditor in practice. In case of NALCO PO, the above is not required. Only PO reference to be given. Note: The experience/completion certificate shall be considered only when it bears the name and designation of the issuing Authority. This is only applicable for experience/completion certificate issued after 30/06/2022. |
| C) COMMERCIAL | |
| Eligibility Criteria | Documentary Proof. |
| 1. The average annual turnover of the vendor for last three financial years should be minimum ₹ 113.47 Lakhs (Turn over shall be escalated @ 10% per annum [simple interest] to bring them at the current price level. The turnover of the latest previous year shall not be considered for any weightage). 2. Net worth of the bidder during the latest financial year shall be positive as per audited balance sheet. | The bidders have to submit the copies of audited financial statements and Profit & Loss accounts of the relevant years in support of both the qualifying criteria along with the bid. (For bids received prior to 30 th June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30 th June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/ Auditor for consideration of their bid). |
| Note: Non-submission of Documentary Proof as required above to meet pre-qualifying criteria is liable for techno-commercial rejection of the offer. | |

TECHNICAL CHECKLIST – ANNEXURE - II

Tender Reference no. SMLT/MMP/408/300008561

Bidder internal offer no. & date:

| S.No. | Material Code | Qty | UOM | Material Long text | Point wise Bidder's acceptance to material long text (yes/no) | If "no" deviation to material long text to be provided below |
|-------|---------------|------|-----|--|---|--|
| 1 | 24651011069 | 1000 | MT | <p>Mild Steel Cathode Bar of size: Length-2100 mm,Width-100 mm, Height-140 mm confirming to SAE 1008.</p> <p>Detailed specification is as follows:</p> <p>1) GENERAL DESCRIPTION:</p> <p>Cathode bars are of very mild steel refined with controlled composition of the alloying elements to protect its electrical properties. These Cathode bars are sealed in the Cathode blocks with cast iron, serve as negative terminals for current flowing through electrolytic pot.</p> <p>2) MATERIALS:</p> <p>Materials shall generally be of standard quality plane carbon steel (rolled) confirming to the material specifications stipulated below. The stipulated chemical composition and mechanical properties correspond to end product only.</p> <p>Very mild refined steel (produced sample analysis).</p> <p>CHEMICAL COMPOSITION:</p> <p>Specification confirming to SAE-1008 with following chemical compositions.</p> <p>Carbon (C) : 0.10% (max.) Manganese (Mn) : 0.30 to 0.50% Phosphorous (P) : 0.040% (max.) Sulphur (S) : 0.050% (max.) Iron (Fe) : Base metal.</p> <p>MECHANICAL PROPERTIES:</p> <p>Tensile strength - 30 to 40 kg/ mm sq. Yield strength - 18 kg/ mm. sq. min. Elongation - 26% min.</p> <p>3) DIMENSIONS AND TOLERANCES:</p> <p>All tolerances regarding dimensions and geometrical shapes of Cathode Bars shall be as specified herein.</p> <p>a) Dimensions and dimension tolerances: Length : 2100 mm + 20 mm - 0 mm Width : 100 mm +/- 3 mm Height : 140 mm +/- 3 mm.</p> <p>b) Diagonality of Cuts : Less than or equal to 2 mm in both directions. Cuts to be made by saw (Chisel or gas cutting is prohibited)</p> <p>c) Preparation of edges : There shall not be any sharp edges and all the Corner Radius shall be 12mm (+/- 5mm) ..</p> <p>d) Deflection : 1.5 mm/m in all the four surfaces (other than 140 x 100 end faces)</p> <p>e) Twisting and bending : To an extent that Cathode Bar is able to pass through a jig with following dimensions:</p> | | |

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| | | | | <p>Length : 2120 mm Width : 100 mm + 5 mm Height : 140 mm + 5 mm.</p> <p>4. FABRICATION :</p> <p>Cathode Bars shall be supplied in as rolled conditions with convexity/ concavity at any cross section shall preferably be maintained at or below 1.5 mm.</p> <p>5. INSTRUCTION TO THE MANUFACTURER:</p> <p>a) The material shall be homogenous. Material surface shall be free from harmful rolling defects such as cracks, laminations, laps etc.</p> <p>b) SURFACE FINISH : Cathode bars do not require any special surface finish, but shall have generally smooth surface, the surface shall be free from " rolled in " Scales and other surface flaws.</p> <p>c) CUTTING : Members shall be cut mechanically (by saw). All edges cut by saw process shall be cleaned of impurities prior to inspection and shall be further machined to meet the edges with tolerable limits.</p> <p>6. INSPECTION ACCEPTANCE TESTS: Inspection of dimension (100%).</p> <p>NOTE :</p> <p>1)PACKING, MARKING AND SHIPPING: EACH CATHODE BAR SHALL BE MARKED BY TEST HEAT NUMBER/PAINTED WITH CAST NUMBER. EACH PACKET SHOULD CONSIST OF 4 NOS. OF CATHODE BARS AND WOODEN CRATES AT THE BOTTOM FOR SMOOTH HANDLING. THE GROSS WEIGHT OF THE PACKET & THE NET WEIGHT OF THE BARS SHOULD BE CLEARLY MENTIONED ON THE PACKET.</p> <p>2)INSPECTION BY NALCO AT NALCO PLANT SHALL BE FINAL AND BINDING.</p> <p>3)GUARANTEE CERTIFICATE: THE MATERIAL SHALL BE GUARANTEED AGAINST ANY MANUFACTURING DEFECT LIKE POOR WORKMANSHIP, UNSATISFACTORY PERFORMANCE ETC. FOR A PERIOD OF 18 MONTHS FROM THE DATE OF DISPATCH OR 12 MONTHS FROM THE DATE OF USE WHICHEVER IS EARLIER. IN CASE OF ANY DEFECT IS FOUND AT ANY STAGE DURING ITS USE WITH RESPECT TO DIMENSION, TWISTING, BENDING, EDGES, MECHANICAL PROPERTIES AND CHEMICAL COMPOSITION, THE MATERIAL SHALL BE REPLACED FREE OF COST ON FOR NALCO SMELTER PLANT STORE BASIS AND A GUARANTEE CERTIFICATE TO THIS EFFECT SHALL BE SUBMITTED ALONG WITH THE DISPATCH DOCUMENTS.</p> <p>4)TEST CERTIFICATE:IN THE EVENT OF PLACEMENT OF ORDER,THE BIDDER SHALL FURNISH TEST CERTIFICATE FOR CHEMICAL COMPOSITION AND MECHANICAL PROPERTIES OF THE CATHODE BAR FROM GOVT/BIS/NABL APPROVED LABORATORY ALONG WITH THE DISPATCH DOCUMENTS.</p> <p>5)AFTER RECEIPT OF THE MATERIAL AT NALCO SITE PHYSICAL DIMENSIONS WILL BE CHECKED AND CHEMICAL COMPOSITION OF THE MATERIAL WILL BE TESTED AT NALCO LABORATORY.THE RESULTS SHALL BE FINAL</p> | |
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| | | | | <p>AND BINDING FOR ACCEPTANCE OF THE MATERIALS.</p> <p>6) DELIVERY SCHEDULE:</p> <p>(A) 1st lot 350 MT shall be delivered within 02 months from date of PO.</p> <p>(B) 2nd lot 350 MT shall be delivered within 05 months from date of PO.</p> <p>(C) 3rd lot 300 MT shall be delivered within 08 months from date of PO.</p> <p>"NALCO may postpone the delivery schedule with prior information before 02 months of schedule delivery date of PO."</p> <p>(7) CONTRACT CUM PERFORMANCE BANK GUARANTEE: A CONTRACT CUM PERFORMANCE BANK GUARANTEE SHALL BE SUBMITTED FOR 3% OF THE ORDER VALUE IN THE EVENT OF PLACEMENT OF PO.</p> <p>(8) TOTAL ORDER QUANTITY MAY BE SPLIT AMONG TWO SUPPLIERS (55:45 RATIO)</p> | | |
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Note: The above technical checklist to be submitted mandatorily in bidder's letter head with authorized signature along with online offer. Non-submission of the same is liable for techno-commercial rejection of the offer.

NALCO

COMMERCIAL CHECKLIST – ANNEXURE – III

Tender Reference no. SMLT/MMP/408/3000008561

Bidder internal offer no. & date: _____

| S.No. | NALCO's Requirement | Bidder's Remarks | If "not agreed" deviation to be provided below |
|-------|---|-------------------------|--|
| 1 | Prices are to be quoted for 'FOR NALCO SMELTER STORES' basis (i.e. including P&F, freight, insurance, testing and inspection charges in supplier's account) | Agreed/Not agreed | |
| 2 | Offer shall be valid for 180 days from the date of opening of tender i.e. final tender opening date with extension time, if any | Agreed/Not agreed | |
| 3 | Price shall remain firm & fixed till complete execution of order | Agreed/Not agreed | |
| 4 | Please confirm applicable GST rate inclusive in your submitted offer | ____% | |
| 5 | PAYMENT TERMS: 100% payment shall be released within 10 days after receipt and acceptance (CRAC) of material at site, subject to reflection of the party's invoice/credit or debit note in GSTR 2A/Anx-2 (GST new return) of NALCO. | Agreed/Not agreed | |
| 6 | Payment of GST is subject to reflection of the party's invoice in GSTR 2A/ Anx-2 (GST new return) of NALCO. | Agreed/Not agreed | |
| 7 | DELIVERY PERIOD: 7.1 1st lot 350 MT shall be delivered within 02 months from date of PO. 7.2 2nd lot 350 MT shall be delivered within 05 months from date of PO. 7.3 3rd lot 300 MT shall be delivered within 08 months from date of PO. "NALCO may postpone the delivery schedule with prior information before 02 months of schedule delivery date of PO." | Agreed/Not agreed | |
| 8 | GUARANTEE/TEST CERTIFICATE: As per technical check list Annexure-II | Agreed/Not agreed | |
| 9 | CPBG: The Supplier shall furnish a bank guarantee (CPBG) of 3% of order value including amendment if any, in NALCO's prescribed format (enclosed, Annexure – VIII) towards guarantee of supplied material against any manufacturing defect like poor workmanship, unsatisfactory performance etc for a period of 18 months from the date of dispatch or 12 months from the date of use whichever is earlier (plus 03 months claim period) on all the supplied items, from any bank approved by NALCO. The BG shall be submitted within 15 days from the date of PO released by NALCO. If supplier fail to submit CPBG after placement of order, the equivalent amount shall be recovered from their bill(s). Subject to any deduction which NALCO is authorized to make CPBG shall be released after satisfactory completion of guarantee period. On the breach of the contract by the supplier, BG shall be forfeited/ encased whether or not the company has suffered a loss on this account and purchase order shall be rescinded. Forfeiture/ encashment of BG does not prejudice NALCO's rights to make risk and cost purchases and recover damages on account of such risk and cost purchases. | Agreed/Not agreed | |
| 10 | Dispatching station of the material to be indicated: | | |
| 11 | Please confirm that you have gone through the revised Public Procurement (Preference to Make in India), Order 2017 dtd. 4 th June, 2020 vide order no. P-45021/2/2017-PP (BE-II) by Ministry of Commerce & Industry and understood to the "Purchase Preference Policy" mentioned therein and submitted declaration as per Annexure-X. | Confirm/Not confirmed | |
| 12 | Please certify that the "local content" of the item offered against the subject tender is: | ____% | |
| 13 | Details of the location(s) where the local value addition has been made: | | |
| 14 | Please certify that you understood that false declaration in this regard will be in breach of the Code of Integrity under Rule 175 (1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. | Confirm/Not confirmed | |
| 15 | Please confirm that you have submitted declaration on Anti-Profitteering/Income Tax clause/ Guidelines for eligibility of a "Bidder having beneficiary relationship from a country which shares a land border with India" as per Annexure-V. | Submitted/Not Submitted | |
| 16 | Please note that you have not been banned or de-listed by any Government or Quasi Government agencies or PSU. Please submit a declaration to this effect in your letter head with authorized signature. | Submitted/Not Submitted | |
| 17 | PRE-BID/PRE-CONTRACT AGREEMENT (INTEGRITY PACT) & INDEPENDENT EXTERNAL MONITOR: 17.1 The accompanying 'Integrity Pact' attached at Annexure – VI of Tender documents is to be executed in two (02) originals. Bidder may submit the Integrity Pact on its company's Letter Head/ A4 size paper, duly signed by the person(s) signing the bid. 17.2 All the pages of the Integrity pact are to be signed by the bidder. Bidders are required to clearly indicate the name and designation of the signatory as well as the name and address of the witnesses. The Bidders should not change the | Submitted/Not Submitted | |

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|----|--|-------------------------|--|
| | <p>contents of the Integrity Pact.</p> <p>17.3 The two (2) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in sealed cover to the address: GM(Matls.)-Smelter Purchase department, NALCO Smelter Plant, NALCO Nagar, Angul-759145. The scanned copy of the Integrity Pact is to be uploaded along with their Online Part - I - Bid.</p> <p>17.4 The two originals of Integrity pact will be signed by the representative of NALCO. One original of the Integrity pact will be retained by NALCO & the other original will be returned to the bidder through Post/Courier.</p> <p>17.5 At present, there is a panel of three Independent External Monitors (IEM) in NALCO. Their contact details are given as below:</p> <p>(i) Ms. Deepa Krishna IRS (Retd.) C 2603, Sushant Lok-1 Gurgaon, Haryana - 122002 E-mail: deepakrishna@gmail.com</p> <p>(ii) Dr. Janak Digal IAS (Retd.) Plot no. 1 B/2, Sector-11, CDA Market Nagar, Cuttack District, Odisha - 753015 E-mail: janakdigal185@gmail.com</p> <p>(iii) Ms Archana Ranjan IRS (Retd.) A 4/1, Vasant Vihar, Newdelhi- 110057 E-mail: ranjan.archana@gmail.com</p> <p>Note:-</p> <ul style="list-style-type: none"> 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. Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be address to the IEMs. Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials only. | | |
| 18 | <p>EMD: Tenderers are required to submit interest free EMD of value ₹ 6,87,750/- in shape of Demand Draft/ Banker's Cheque drawn in favor of 'National Aluminium Company Limited' Payable at Angul or in the form of Bank Guarantee valid for nine months beyond validity period of your offer in NALCO's format from any of the Banks approved by NALCO(EMD BG Format and as Annexure-VII).EMD in the form of DD/ Banker's Cheque/ BG (photocopy) should be submitted along with Techno-Commercial bid (i.e., Part-I) only. Offers received without EMD shall not be considered. This deposit shall not carry any interest. In case of quotation submitted through online mode in GEM portal, scanned copy of DD / BG is to be uploaded along with online offer only (Part-I bid). The original DD / BG towards EMD should reach us before the due date and time of tender opening in a sealed envelope (on top of sealed envelope should be mentioned as EMD against tender no. Dt.).</p> <p>The Public Sectors, Government agencies and the Firms registered with DGS&D/NSIC /District Industries Centres(DICs) / 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 (for the product for which they are registered), others for which specific exemption has been granted by NALCO such as Ancillary Industries etc and all Startups recognized by Department of Policy and Promotion (DIPP), Ministry of Commerce and Industry, Govt of India are exempted from payment of EMD. The exemption for submitting EMD may be considered only if photocopy of a valid Registration Certificate for the product is submitted along with the offer. The original Bank Guarantee is required to be sent directly by the Bank under Speed Post or Registered Post to the addressee given in the tender document. The Bidder shall submit copy of Bank Guarantee duly self-certified mentioning dispatch reference of the Bank from where original Bank Guarantee has been sent. The EMD shall be returned to all unsuccessful bidders after finalization of the order. The EMD of the successful bidder shall be returned after they accept the order and submit Contract- cum-performance bank guarantee (CPBG) as per clause no. 9 i.e. If the successful bidder accepts the order but fails to submit the CPBG, the EMD shall be retained. In such cases the differential amount towards CPBG and EMD may be deducted from the bills of vendor which may be released after receipt of CPBG. In the event of non-execution of Order, the EMD shall stand forfeited.</p> <p>Address for EMD submission: Siddharth Kar, Deputy Manager (Matls)/ E-mail: siddharth.kar@NALCOindia.co.in/ PH No. 9437479569. National Aluminium Company Limited, Smelter Plant, Angul – 759145, Odisha</p> | Submitted/Not Submitted | |
| 19 | <p>SPLITTING OF ORDER: Present total tender requirement is for 1000 MT. NALCO may split its requirements and procure from techno-commercially accepted at least from Two Sources of Supply in the ratio of 55:45. The L-1 bidder shall however eligible to get order for maximum upto 55% (550 MT) of the total requirement.</p> <p>The modality of splitting will be governed by following 02 possible outcomes:</p> | Agreed/Not agreed | |

| | | |
|---|--|--|
| <p>19.1 CASE#I: In case, L-1 bidder is itself a MSE bidder, then they will get maximum 55% of the total requirement, which includes 25% quantity reserved for MSE. Thus in this case further splitting based on MSE policy will not be considered. Remaining 45% of the total requirement shall be available to other bidders in the inter-se in order of their bid position and subject to matching of L-1 price order shall be placed on them.</p> <p>19.2 CASE#II: In case, L-1 bidder is non-MSE bidder, then they will get maximum 55% of total requirement, but this will not include 25% of quantity reserved for MSE bidders.</p> <p>For remaining 45% of the total requirement following modality to be followed:</p> <p>19.2.1. Out of remaining 45% of the total requirement, 25% will be reserved for MSE (Micro and Small Enterprises) bidders. Participating qualified MSEs, who have quoted within the price band of L-1+15% shall be given a chance to match with L-1 price in order of their bid position and take order for supply of upto 25% of the tender quantity. In case of participation of SC/ST category MSEs in a tender, minimum 4% of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs as above, subject to matching with L-1 price in the tender. Further in case of participation of women owned MSEs, minimum 3% of tender quantity shall be reserved for placement of order on them, out of the 25% tender quantity reserved for MSEs, subject to matching with L-1 price in the tender.</p> <p>19.2.2 Remaining 20% of the total requirement shall be available to all other bidders (other than L-1) participated in the tender. They shall be given a chance to match with L-1 price in order of their bid position and take order for remaining 20% of total requirement. However this category includes all the bidders including MSE bidders (other than L-1). That means if in case L-2 bidder is MSE bidder quoted within L-1+15% price band, they will be eligible to get 45% of the total requirement, subject to matching of L-1 price. Same analogy will be applicable for L-3, L-4, and L-5....H-1 bidders.</p> <p>19.3 However in case none of the bidder (other than L-1) agrees to match the L-1 price, than 100% of tender requirement will be awarded to L-1 bidder.</p> <p>19.4 Part order: Bidder has to confirm their acceptance to part order quantities.</p> | | |
| <p>Note:</p> <ol style="list-style-type: none"> 1. The above commercial checklist to be submitted mandatorily in bidder's letter head with authorized signature along with online offer. Non-submission of the same is liable for techno-commercial rejection of the offer. 2. For any query contact undersigned: Name: Siddharth Kar/e-mail:siddharth.kar@nalcoindia.co.in/PH No. 9437479569. | | |

SOCIAL ACCOUNTABILITY POLICY

We at NALCO are committed to provide a socially accountable work environment to all employees and uphold ethical business practices by respecting employees' rights. We shall achieve these by adopting a companywide culture, which will help to promote:

- Involvement of all employees in sustenance of SA 8000:2008 standard;
- Continual improvement initiatives in all social issues;
- Learning and training opportunities to all employees;
- Fulfillment of relevant statutory rules & regulations, ILO requirements, applicable international instruments and their interpretation.

ENVIRONMENT POLICY ISO-14001

In recognition of the interests of the society in securing sustainable industrial growth, compatible with a wholesome environment, NALCO affirms that it assigns high importance to promotion and maintenance of a pollution-free environment in all its activities.

OBJECTIVES:

- To use non-polluting and environment-friendly technology.
- To monitor regularly air, water, land, noise and other environmental parameters.
- To constantly improve upon the standards of pollution control and provide a leadership in environment management.
- To develop employees' awareness on environmental responsibilities and encourage adherence to sound environmental practices.
- To work closely with the Government & local authorities to prevent or minimize adverse consequences of the industrial activities on the environment.
- To comply with all applicable laws governing environment protection through appropriate mechanisms.
- To actively participate in social welfare and environmental development activities of the locality around its Units.

OCCUPATIONAL HEALTH & SAFETY POLICY

NALCO is committed to maintain a Safe, Healthy and Sustainable work environment in all its operations. This shall be achieved by:

- Focusing on prevention of Accidents and Occupational Health issues.
- Complying with all legal requirements & other requirements related to Safety and Occupational Health of persons and establishing clearly defined goals & procedures to achieve the same.
- Ensuring Safety & Health of all employees and contract workers in its premises, including those involved in transportation, cleaning and other such activities.
- Conducting Periodic Safety Audits, Environment Audits, Health Check-ups and Risk Assessment by both internal and external qualified persons.
- Considering aspects related to Safety and Health of personnel as well as environmental issues at the time of procurement of equipment and selection of technologies.
- Ensuring health of persons in the peripheral locations, likely to be affected by our operations.
- Periodically monitoring and reviewing safety & occupational health issues at relevant levels, including the highest levels.
- Communicating Safety Hazards and health related issues to all concerned through suitable means, including training.
- Involving the workmen in Policy implementation as well as identification of potential issues.
- Considering Health & Safety performance of individuals at different levels during their career advancement as per NALCO's policy.
- Establishing and maintaining suitable set-up with competent persons to monitor and bring to the notice of the management any issues related to unsafe conditions & practices.
- Striving for continual improvements, exceeding statutory compliance levels, wherever feasible.

ENERGY POLICY ISO-50001:2011

Enhancing Energy Performance, comprehensively optimizing energy use, Energy consumption and energy efficiency, is a major imperative for an energy intensive industry like ours. In recognition of this, we focus on improvement of Energy Performance in all areas of operations with thrust on planning Energy Objectives based on the enshrined Guiding Principles.

Guiding Principles

- To Endeavour for reduction in specific consumption of energy in all forms and in all areas of operations.
- To ensure availability of information and necessary resources for achieving objectives and targets.
- To comply with all applicable legal, regulatory and other requirements related to energy use, consumption and efficiency.
- To espouse energy efficient technology encompassing procurement of energy efficient products & services and design for Energy Performance improvement.
- To carry out energy audits and energy reviews, at planned intervals, to improve energy performance.

ANTI-PROFITEERING CLAUSE (SEC 171 OF CGST ACT) (APPLICABLE FOR INDIAN BIDDERS)

If any new Tax/Taxes is introduced on sale of goods/services, either in lieu of existing tax/taxes or as separate tax/taxes, then the overall incidence of tax/taxes on the Vendor on account of its inputs and outputs wherever less than the incidence of existing taxes, then the Vendor shall pass on to Owner, the benefits thereof by way of commensurate reduction in the basic price w.r.t. Input Tax benefits and reduction in Tax chargeable to 'NALCO' w.r.t. Output Tax benefits in connection with goods and/or services provided.

If on the other hand, the incidence of tax/taxes is in excess of the incidence of existing tax/taxes, the Owner on submission of satisfactory proof, shall reimburse the Vendor the additional incidence of tax provided they are within the contractual completion date.

The Vendor has to provide a declaration along with the Tender that they will abide by the requirements under CI 171 of CGST Act, 2017.

Format:- (To be submitted with NIT- To be signed by the authorized person under the firm's seal)

ANTI-PROFITEERING

To whomsoever it may concern.

DECLARATION**FORMAT**

I, Mr. _____ proprietor / (other authorized signatories) of M/s. _____, hereby solemnly and sincerely declare that, while giving this quotation to 'NALCO' against Tender No. Dt. _____, me/my firm/my company has abided by all Tax Laws and Rules including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017. I, hereby solemnly and sincerely further declare that me/my firm/my company will continue to abide by the said laws, including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017, as applicable from time to time during the life of the tender and during execution of any order placed with reference to the said tender.

I further declare that, me/my firm/my company, in furtherance and in compliance to the said section, will make commensurate reduction in the basic prices w.r.t. Input Tax benefits and reduction in Tax charged to 'NALCO' w.r.t. Output Tax benefits in connection with goods and/or services provided.

I further declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil it could result in penalties under the law.

Date: _____

Place: _____

INCOME TAX CLAUSE

1. NALCO (Buyer) w.e.f. 01.07.21, will deduct TDS u/s 194Q at the prescribed rate on Purchase value exceeding Rs.50 Lac. For the purpose of computing threshold limit of Rs.50 Lac in a Financial Year, all Invoices accounted for by NALCO from 1st April will be considered. However this is as per current status and is subject to modification based on further notification on the subject by Govt. of India under Income Tax Act."
2. Providing a Copy of Income Tax Return for each of the Two previous Financial Years for which due date for filling of Income Tax Return has expired with self-certification is a mandatory requirement else suitable provisions of Act will be applicable.
3. Providing copy of the Income Tax Return for each of the two previous Financial Years for which due date of filling of Income Tax Return has expired with self-certification is mandatory along with each GST Tax Invoice else suitable provisions of Act will be applicable.

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

All the clauses of Order No. F.No. 6/18/2019-PPD DATED 23.07.2020 & OM Dtd.08.02.2021 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>). All the bidders are required to submit compliance certificate as asked in the above order No. F.No. 6/18/2019-PPD DATED 23.07.2020 & OM Dtd. 08.02.2021. The model certificate is given below:

Model certificate for tenders:

"We have read & understood the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that bidder M/s. _____ (name of the bidder) does not have beneficiary relationship from such a country or have beneficiary relationship from such a country, & has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender."

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

PRE-CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2023, 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:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or 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. Previous Transgression

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

5.. Sanctions for Violations :

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

If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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

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

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

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

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

6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.

6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.

6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.

6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. **Law and Place of Jurisdiction:**

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

9. **Other Legal Actions:**

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

10. **Validity:**

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

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

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

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

For & on behalf of

For & on behalf of

BUYER

BIDDER

Name of the Officer:
Designation:
Company: NALCO
Official Seal

Witness

Witness

1. _____

1. _____

2. _____

2. _____

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B.G. No. _____

Date _____

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar – 751 013, Orissa (hereinafter referred as "The 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..... (Rupees..... Only).
3. We undertake to pay to The Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependant or conditional on the 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 ₹. (Rupees only) and shall remain in force till unless a demand or claim under this guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liability under this guarantee.
8. We Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of The Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the tenderer(s).
9. We Bank further agree that this Guarantee shall be invocable at our place of business at Angul/Bhubaneswar (Bank name), (Branch Name with IFSC code and address of the Branch), Bhubaneswar, Odisha.

Date:

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

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

Details of person issuing the BG:

Name: _____

Address for correspondence: _____

Telephone and Fax No.: _____

E-mail: _____

IFSC Code of the Bank: _____

BG is to be furnished from any of NALCO approved banks.

PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/CONTRACTOR

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

B.G. No. _____

Date _____

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its Unit/ Office at (Foreign vendors to incorporate NALCO's Corporate Office address/ Indigenous vendors to incorporate NALCO's Unit address where the supply or work is to be executed) (hereinafter called "the Company/Owner") which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has entered into a contract with M/s. _____ / has placed a purchase order on M/s. _____ (hereinafter referred to as "Contractor(s)/Seller(s)") which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for on the terms and conditions as set out inter alia, in the company Contract No/P.O. No. dt. and various documents forming part thereof herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and where as the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/sub-contractors.
AND WHEREAS one of the conditions of the "said contract" is that "contractor/seller shall furnish to the owner a Bank Guarantee from a bank for% (..... percent) of the total value of the "said contract" against due and faithful performance of the "said contract" including defects liability obligations and the performance guarantee obligations of the contractor/seller for execution/supplies made under the "said contract".
2. We _____ Bank having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms and conditions of the said Contract including defects liability obligations, in fulfilling the performance Guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms and conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. (Rupees only)
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the contractor(s)/seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled.
5. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee.
6. We Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor(s)/ Order(s) or to extend time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s)/Seller(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. (Rupees only) and shall remain in force till _____ unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.
8. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at _____ (Bank Name), _____ (Branch name and address of the branch), Bhubaneswar, Odisha-751XXX.
9. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).

Date:
Corporate Seal of the Bank

.....Bank
By its constitutional Attorney

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

Details of person issuing the BG:

Name: _____

Address for correspondence: _____

Telephone and Fax No.: _____

E-mail: _____

IFSC Code of the Bank: _____

BG is to be furnished from any of NALCO approved banks.

LIST OF APPROVED BANKS OF NALCO

I. SCHEDULE OF PUBLIC SECTOR BANKS (INDIA)

| S.No. | Public Sector Banks (India) | Sl.No | Public Sector Banks (India) |
|-------|-----------------------------------|---------------------|-----------------------------|
| 1 | State Bank of India. | 14 | Canara Bank |
| 2 | State Bank of Bikaner and Jaipur. | 15 | Central Bank of India |
| 3 | State Bank of Hyderabad. | 16 | Corporation Bank |
| 4 | State Bank of Indore | 17 | Dena Bank |
| 5 | State Bank of Mysore | 18 | Indian Bank |
| 6 | State Bank of Patiala | 19 | Oriental Bank of Commerce |
| 7 | State Bank of Saurashtra. | 20 | Punjab National Bank |
| 8 | State Bank of Travancore. | 21 | Punjab and Sind Bank |
| 9 | Allahabad Bank | 22 | Syndicate Bank |
| 10 | Andhra Bank | 23 | Union Bank of India |
| 11 | Bank of Boroda | 24 | UCO Bank |
| 12 | Bank of India | 25 | Vijaya Bank |
| 13 | Bank of Maharashtra | (Twenty Five Banks) | |

II. SCHEDULE OF PRIVATE SECTOR BANKS (INDIA)

| S.No. | Private Sectors Banks (India) | Sl.No. | Private Sectors Banks (India) |
|---------------|---|--------|-------------------------------|
| 01 | ING Vysya Bank | 05 | HDFC Bank Ltd. |
| 02 | Axis Bank Ltd | 06 | IDBI Bank Ltd. |
| 03 | S.B.I. Commercial & International Bank Ltd. | 07 | Indus Ind Bank |
| 04 | ICICI Banking Corporation Bank Ltd. | 08 | Kotak Mahindra Bank |
| (Eight Banks) | | | |

III. SCHEDULE OF FOREIGN BANKS

| S.No. | Foreign Banks | Sl.No | Foreign Banks |
|-------------|----------------------------|-------|-------------------------|
| 01 | American Express bank Ltd. | 06 | Citi Bank NA |
| 02 | Bank of American NT & SA | 07 | Deutsche Bank A.G. |
| 03 | Bank of Tokyo Ltd. | 08 | HSBC |
| 04 | BNP Paribas | 09 | Standard Chartered Bank |
| 05 | Barclays Bank plc. | 10 | J P Morgan |
| (Ten Banks) | | | |

PREFERENCE TO MAKE IN INDIA
ORDER NO. P-45021/2/2017-PP(BE-II) DT. 04.06.2020
(Declaration by the bidder on their letter head)

To,
GM(Materials),
M/s. National Aluminium Company Limited,
Smelter Plant, Angul
Dist.- Angul, Odisha-759145

DATE: XX/XX/20XX

Sub: Declaration of Local content
Ref. No: GoI order No. P-45021/2017-PP (BE-II), DATED: 04/06/2020.

Dear Sir,

We, M/s. _____ having its registered office at _____ (address) hereby confirm that the offered product has _____% of the local content.

Following is/are the location(s) at which local value addition is made:

For multiple items, the format is as follows:

| Sl. No. | Mat. code | Item | Local content (%) | Location(s) of value addition |
|---------|-----------|------|-------------------|-------------------------------|
| | | | | |
| | | | | |
| | | | | |

Yours sincerely,

Signature
Name
Designation
Organization
Mobile No.
E-Mail ID:

Social Accountability 8000 Compliance Format**A. Basic information**

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

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
- Do you provide safe & healthy work environment as per statutory requirement? Yes/No
- If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No
- Are you certified for SA 8000? Yes/No
- If Yes, please submit a copy of SA8000 Certificate along with this filled up questionnaire
- Have you undergone Code of Conduct Audit (COC Audit) in last 2 years ? Yes/No
- If yes, please submit a copy of Code of Conduct Audit Report along with this filled up questionnaire
- Have your sub-suppliers been certified for SA 8000? Yes/No
- Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you provide safety training to your employees? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- If not, do you get the facilities from NALCO? Yes/No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining in your organization?

Yes/No

If no, how do you ensure freedom of expression?

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

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

- Do you provide appointment letter to your employees?
- Do you maintain a documented terms and conditions of employment?

Yes/No

Yes/No

- Do you maintain a disciplinary procedure?

Yes/No

- If no, how do you terminate your employee?

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

- How many shift you have?

_____ shifts

- What is the official working time?

_____ hours

- Which day is off day in your organization?

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

- Do you pay overtime to your employees as per law?

Yes/No

- What is the lowest amount (salary/wage) you pay to your employees?

Rs._____-/-

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

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

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

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

▪ Do you have any international certification Yes/No

▪ If yes, please specify

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

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

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

▪ Have you taken care to look into issues related to child labor Forced labor, health & safety, working hours and remuneration of your suppliers Yes/No

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

We declare that the above-mentioned information is correct.

Signature:

Designation:

Date

Seal of the organization

Annexure to Bid/ OfferSTATEMENT OF COMPLIANCE WITH GENERAL ENVIRONMENTAL REQUIREMENTS

To
GM (Materials),
National Aluminium Company Ltd.,
Smelter Plant, Angul, Odisha, India

This is with reference to your Tender Reference no. _____
dtd. _____ for items _____
_____.

I. We confirm that our product(s) **manufacturing/assembly sites** at _____
_____ possess valid **consents**/ licenses/authorizations eg
_____ from _____

Or

No consents/ licenses/authorizations from the Statutory Authorities is required/ applicable as _____

II. We confirm that our product(s) shall not contain more than max. allowable limit (as per Regulations) of asbestos materials, arsenic and its compounds, lead and its compounds, mercury and its compounds, cadmium and its compounds.

III. We confirm that our product(s) **packaging** will use materials of bio-degradable nature or re-cyclable nature to the maximum possible extent, and will not use environmentally damaging or hazardous materials.

IV. We confirm that our product(s) packaging will be adequate for preventing leaks/ spills/ exposure during handling or transportation.

Packaging brief description:

V. We confirm that our product(s) **labeling and marking** shall be as per recognized national/international standards and will include all relevant symbols/instructions for handling, safety, disposal etc as needed.

VI. A 'buy-back' scheme is available for the type of product(s) on offer which is enclosed

Or

Presently, no 'buy-back' scheme is available for the type of product(s) on offer.

Date:

Authorised Signatory

For M/s _____

STANDARD TERMS AND CONDITIONS OF NIT

1. Quotation shall be made indicating separately the basic price, packing and forwarding charges, freight charges, and discount if any. Whenever the offered material is not subjected to GST, the applicable taxes and duties should be clearly and separately indicated. Transit Insurance shall be arranged by NALCO and hence this should not be considered in the offer. In case the terms and conditions of the offer are in deviation to the NIT, loading as specified in NIT will be done for evaluation of offer(s).
2. Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held with the lowest tenderer only.
3. Unless otherwise specified all prices quoted must remain firm except for statutory variation in taxes and duties during contractual delivery period. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. Price variation clauses if any should be clearly quantified without any ambiguity with ceiling limits.
4. Quotations should be filled online.
5. In Techno-commercial bids, the bidders should furnish a list of its Partners/ Directors and a declaration that such Partners/Directors have no interest in any other bidders in respect of the same tender.
6. No part of the contract nor any share or interest therein shall, in any manner or degree, be transferred, assigned or sub-let by the Seller directly or indirectly to any person, firm or corporation whatsoever without the consent of NALCO in writing.
7. Drawings and samples if forwarded shall become property of the buyer.
8. Quotation should be valid for a minimum period of 90 days from the date of opening of tender.
9. Complete specifications with relevant Indian/ International Standards, Manufacturer's name/ brand name and country of origin with catalogues and drawings if any should be sent with the offer. Offer without adequate technical specifications/information shall liable to be rejected.
10. NALCO reserves the right to accept any tender in full or in part or to reject any or all tenders without assigning any reasons thereof.
11. Unless otherwise agreed, payment shall be made within 30 days of receipt and acceptance. For negotiation of documents through Bank, Bank charges will be borne by the supplier.
12. If the tenderer is unable to quote against the NIT, Regret letter must be sent. Failure to do so repeatedly may result in deletion of tenderer's name from the approved supplier's list. In case of dealer/ Indian Agent of Overseas Manufacturers, copy of the authorization certificate from manufacturer should be enclosed with the offer. However, the original shall be produced in case same is asked for.
13. In case the tenderer has entered into Rate Contract with GEM/EPM, a copy of Rate Contract must be sent along with the tender.
14. The Vender must provide GSTIN number along with a copy of the registration, copy of PAN, the State and State Code in his offer.
15. Unless otherwise specified, the materials will be inspected by NALCO after delivery at sites. NALCO may have option to carry out stage inspection/ pre- dispatch inspection at Supplier's works. Manufacturer's Test Certificate/Material Test Certificates from Govt. approved test house are to be provided wherever required. NALCO may have option for test in its laboratory and its report shall be final and binding.
16. Considering NALCO's delivery requirement, firm delivery schedule should be quoted. For delay in delivery attributable to the supplier, price will get reduced @ 1/2% of order value for each week or part thereof, subject to maximum of 5% of undelivered portion. If the equipment/ machinery/ items cannot be commissioned or used for non-supply of any item(s), price will be reduced by 5% of the total order value. NALCO also reserve the right to procure the material from alternate sources at the Risk and Cost of the supplier, giving 15 days' notice, if the Seller fails to execute the contract as per the terms and conditions of the order. Any increase in taxes and duties after expiry of the delivery period will be to supplier's account. This will be without prejudice to the rights of NALCO for any other action including termination.
17. NALCO shall have the right to terminate the contract by giving 60 days' notice without assigning any reasons thereof. However, in the event of any breach of terms of the contract, NALCO will have right to terminate the contract by written notice to the Seller.
18. Unless otherwise specified the materials will have a warranty of 18 months from the date of dispatch or 12 months from the date of use whichever is earlier against defective design, faulty materials of construction, poor workmanship and unsatisfactory performance. In specific cases wherever stipulated, the seller shall give a Performance Bank Guarantee in NALCO's prescribed format from any bank in NALCO's approved list of bankers for 10% of the order value, which will be valid for 18 months from the date of dispatch or 12 months from the date of putting into use whichever occurs earlier, excluding claim period of three months. PBG shall be sent along with dispatch documents while claiming payment.
19. In specific cases wherever stipulated, the successful tenderer shall either deposit 5% of order value as Security Deposit or give a Bank Guarantee for like amount towards Security Deposit in NALCO's prescribed format from any bank in NALCO's approved list of bankers which will be valid for six months beyond the date of last dispatch including three months claim period. Security Deposit will be deposited within 15 days of P.O.
20. Material code number mentioned in the Purchase Order must be written on the material tag and be painted on the body of the items supplied.
21. The seller shall ensure to dispatch the materials only through NALCO's authorized transporters where the contract is entered on Ex-works/ F.O.R. dispatching point delivery term. In case order is placed on FOT destination basis and payment is to be negotiated through bank, the material should be dispatched preferably through NALCO's authorized/ approved transporters.
22. The tenderer has to comply with the environmental policy of NALCO.
23. FORCE MAJEURE: Any delay or failure to perform the contract by either party caused by acts of God or acts of Government or any direction or restriction imposed by Government of India which may affect the contract or the public enemy or contingencies like strikes, riots etc. shall not be considered as default for the performance of the contract or give rise to any claim for damage. Within 7 days of occurrence and cessation of the event(s), the other party shall be notified. Only those events of force majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.
24. In case of any dispute or difference arising out of the contract which cannot be resolved mutually between NALCO and Seller, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO, shall communicate/cause to communicate, a panel of three names of persons to Seller/NALCO as the case may be in this regard within 30(thirty) days of notice of arbitration by the Seller/NALCO as the case may be, to select any one of them to be appointed as the Arbitrator. In case Seller/NALCO as the case may be has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of the persons from the panel 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 Arbitration and Conciliation Act, 1996 and rules made there under shall apply to the Arbitration Proceedings. The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the Courts of Bhubaneswar only.
25. Bidders to provide HSN of the Material being supplied and the applicable GST rates separately.
26. 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 price.
27. 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. The Seller shall comply with all the provisions of the GST Act/Rules/ requirements like providing of tax invoices, payment of taxes to the authorities within the due dates etc. to enable NALCO to take Input Tax Credit. In case, NALCO is not able to take Input Tax Credit due to any noncompliance/ default/ negligence of the seller, the same shall be recovered from the pending bills/dues (including Security deposit, BG etc.). Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

| Item Numb | Item Title | Item Description | Item Quant | Unit of Measure | Consignee ID | Delivery Period (In number of days) |
|-----------|------------------------|---|------------|-----------------|--------------|-------------------------------------|
| 1 | MILD STEEL CATHODE BAR | Detailed Specification as per ANNEXURE II | 1000 | MT | ushnamishra | 240 |

+

Add BOQ Item

Please select relevant categories for the BoQ item. These will be used for notifying the relevant sellers for better participation.



English

Dark Mode

Font Size

A-

A

A+

Skip to Main Content

1800-419-3436

helpdesk-ge[at]gov[dot]in

Need Help?

(https://gem.gov.in/)

Dashboard (https://mkp.gem.gov.in/dashboard)

Market (https://mkp.gem.gov.in/market)

Bids

Push Button Procurement (https://bestprice.gem.gov.in/login)

Siddharth Kar

HOME (HTTPS://MKPGEM.GOV.IN/MARKET) / BID SPLITTING

Your EMD/ePBG details have been saved successfully.

SPECIFICATIONS(HTTPS://BIDPLUS.GEM.GOV.IN/BIDDING/ADDCONSIGNEES/4113001)(HTTPS://BIDPLUS.GEM.GOV.IN/BIDDING/ADDDetails/4113001)(HTTPS://BIDPLUS.GEM.GOV.IN/BIDDING/ADDEPBGDetails/4113001)SPLITTING&CVERIFY OTP/ESIGN & PUBLISH

CONSIGNEES/REPORTING OFFICERDETAILSEMD/EPBG DETAILS

1. Specifications

(https://bidplus.gem.gov.in/bidding/addConsignees/4113001)

2. Consignees/Reporting Officer

(https://bidplus.gem.gov.in/bidding/addDetails/4113001)

3. Details

(https://bidplus.gem.gov.in/bidding/addEPBGdetails/4113001)

4. EMD/ePBG Details

(https://bidplus.gem.gov.in/bidding/bid_split/4113001)

5. Splitting

Buyer Type : Central Buyer

Total Quantity : 1000

Local Content : Add/View

Splitting Required

Yes

No

Maximum No. Of Bidders Amongst Which Order May Be Split *

2

Split Criteria Based On Which Quantity Will Be Distributed

SPLIT RATIO - 55: 45 AS PER CLAUSE NO. 19 OF ANNEXURE - III (COMMERCIAL CHECKLIST) OF NIT

Do you want to reserve this procurement for MII class 1 local supplier?

Yes

No

Do you want to provide Purchase Preference to MII?

Yes

No

Purchase preference to MII sellers available upto price within L1+ X%

20

Maximum Percentage of Bid quantity for MII Purchase preference

50

Do you want to allow participation only from Class 1/Class 2 Local suppliers as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020?

Yes, In Compliance With The MII ORDER : DPIIT Order (Https://Assets-Bg.Gem.Gov.In/Resources/Pdf/Ppp-Mii-Order-Dated-04-06-2020.Pdf)

No, We Have Got Exemption From Competent Authority As Defined In Dept Of Expenditure OM Dated 28.5.2020 : DOE Order (Https://Assets-Bg.Gem.Gov.In/Resources/Upload/Shared_doc/Doe-Order_1603295471.Pdf)

Do you want to reserve this procurement for MSE sellers?

Yes

No

Do you want to provide Purchase Preference to MSE?

Yes

No

Purchase preference to MSE sellers available upto price within L1+ X%

15

Maximum Percentage of Bid quantity for MSE Purchase preference

25

Note:

1) The buyer should carefully specify the maximum percentage for MSE and MII purchase preference. Buyer may specify the values as per the policy applicable to them and may specify 100% in case they want to provide 100% purchase preference to MSE/MI for non-splittable quantities.

2) Buyer will be required to validate all sellers claiming to be eligible for MSE and MII purchase preference during technical evaluation and confirm the eligibility based on self declared status by catalogue owner and supporting documents uploaded by the sellers during participation.

3) Buyer will be required to invite qualified sellers Bid opening and would be able to award orders to any sellers accepting the price match as per the purchase preference policy applicable for the buyer. Buyer would be required to specify the quantity that they would wish to award to the seller as well during the price match request. All the remaining quantity for which price match request is not accepted may be awarded to the L1 sellers.

Save

https://twitter.com/GeM_India

<https://www.facebook.com/govGeM/>

<https://www.youtube.com/channel/UC1LaBWVVZv3k23BZApfDIsQ>

<https://www.linkedin.com/company/government-e-marketplace-gem-trk=biz-companies-cym>

<https://www.slideshare.net/GeMProcurementReimag>