



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3062133 Dated/दिनांक : 01-02-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
returnativa indical		
24-02-2023 12:00:00		
24-02-2023 12:30:00		
180 (Days)		
Ministry Of Mines		
Materials		
National Aluminium Company Limited, Bhubaneswar		
Angul		
2		
9BA & 9BB Boards (Q3)		
No		
No		
Certificate (Requested in ATC),OEM Authorization Certificate *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		
No		
Two Packet Bid		
2 Days		
Total value wise evaluation		

EMD Detail/ईएमडी विवरण

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- 1			1

Required	No
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Splitting/विभाजन

Bid splitting not applied.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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 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.

9BA & 9BB Boards (2 set)

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

Brand Type/ब्रांड का प्रकार	Unbranded
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Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	80%
Min Cost Allocation for ICT as a % of product cost	5%
Number of days allowed for ICT after site readiness communication to seller	60 Days/दिन

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	SIBA PRASAD BEHERA	759145,CAPTIVE POWER PLANT NALCO, ANGUL	2	180

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं •	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG) View	CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG) IN NALCO'S PRESCRIBED FORMAT FROM ANY BANK APPROVED BY NALCO SHALL BE SUBMITTED BY THE SUCCESSFUL BIDDER AS PER GEM BID AFTER PLACEMENT OF ORDER.	9BA & 9BB Boards(2)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Scope of Supply

Scope of supply (Bid price to include all cost components): Supply Installation Testing and

Commissioning of Goods

2. 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.

3. Certificates

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

4. Generic

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

5. Generic

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

6. Generic

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with NATIONAL ALUMINIUM COMPANY LIMITED for the required goods / service category on the date of bid opening. Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority before bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of GFR following a fair, transparent and reasonable procedure.)

7. 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.

8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

9. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

10. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

NIT: CPP/MMP/329/3000008482

DESIGN, DETAILED ENGINEERING, TESTING, SUPPLY OF 6.6 KV SWITCHGEAR (3 PHASE, 3 WIRE, UNEARTHED) BOARDS, ASSOCIATED CONTROL AND RELAY-PROTECTION PANELS AND BREAKERS (VCB) & ON-SITE SUPERVISION OF DISMANTLING OF EXISTING SYSTEM, ERECTION, COMMISSIONING AND TESTING OF THE SUPPLIED NEW SYSTEM FOR BOTH THE 6.6 KV RESERVE STATION BOARD (9 BA / 9BB) AT CPP-NALCO, ANGUL

THE BIDDERS SHALL FURNISH THE FOLLOWING ALONG WITH THE OFFER:

(i) THE DULY SIGNED 'BUYER SPECIFICATION DOCUMENT' TOWARDS CONFIRMATION OF

TECHNICAL SPECIFICATION AS PER OUR BID.

(ii) THE DULY SIGNED GEM BID DOCUMENT TOWARDS CONFIRMATION OF ALL THE TERMS & CONDITIONS AS PER THE BID DOCUMENT FOR TECHNICAL SCRUTINY OF THE OFFER.

IN CASE OF NON-SUBMISSION OF ANY OF THE DOCUMENTS ASKED IN THE BID DOCUMENT, THE OFFER MAY BE LIABLE FOR REJECTION WITHOUT ANY CLARIFICATIONS.

This bid is only meant for M/s. BHEL, M/s. Siemens Ltd., M/s. ABB India Limited, M/s. Schneider Electric India Pvt Ltd. or their authorized distributors / resellers. Offers of other unsolicited bidders will be technically rejected. Bidders are requested to quote accordingly.

1) GUARANTEE: The materials shall be guaranteed against defective design, faulty materials of construction, poor workmanship, faulty operating characteristics and unsatisfactory performance etc. for a period of 12 months from the date of commissioning subject to E&C completed by Nalco within six month from receipt or 18 months from date of receipt of materials whichever is earlier. The guarantee certificate to this effect shall be submitted by you along with the dispatch documents while claiming payment.

If the equipment fails within this period, the seller within 07 days of notification, at its own expense shall make the required alteration, repairs and replacements to permit the equipment to function in accordance with the specifications. In case of major failures, the seller shall have to replace the total equipment with new equipment to the complete satisfaction of purchaser and in such case the guarantee period shall be reckoned from the time of satisfactory rectification/replacement

- 2) TEST CERTIFICATE: Test Certificate's from Reputed / Govt. approved Laboratory as per Technical Specification and Scope of Work shall be submitted by you wherever required.
- 3) INTERCHANGEABILITY CERTIFICATE: The supplied Boards & Breakers should replace our existing 6.6 KV switchboard and breakers within same space. The Interchangeability certificate to this effect needs to be submitted along with the supply.
- 4) Bidder shall submit point wise confirmation of specification as well as special conditions along with the offer.
- 5) Prices on GEM are inclusive of all cost component i.e. GST, freight, P&F, insurance etc. Any other condition mentioned anywhere in the attachment shall be ignored.
- 6) Vendor should submit bid only if tender additional terms & conditions and GEM general terms & conditions are acceptable. Any commercial term mentioned as an attachment shall be ignored.
- 7) NALCO is a SA8000 certified company and all bidders interested to supply material to NALCO should be committed to social accountability. Hence, please submit the completely filled SA8000 questionnaire provided with the tender (without any alteration to the format) along with the offer. SA8000 certified companies can submit their certification. Non-compliance to the requirements of SA8000 may lead to rejection of the offer.
- 8) TDS under section 194Q:
- a) Finance Act 2021 has brought amendments in existing TDS/TCS Sections and has introduced new Sections 194Q (Deduction of tax at Source on payment of certain sum for purchase of goods) and 206AB (Special provision for deduction of tax at source for non-filers of income-tax return) among others. The above Sections would be effective from 01st July, 2021.
- b) NALCO, being Buyer (under Section 194Q inserted in the Income Tax Act, 1961 vide Finance Act 2021) having total sales, gross receipts, or turnover from business above Rupees Ten Crores during the last Financial Year, will deduct TDS under Section 194Q, w.e.f. 01.07.2021, at the prescribed rate of 0.1% on the purchase value of any goods, aggregate of which is exceeding the threshold limit of Rs.50 Lakhs in a Financial year.
- c) Accordingly, Vendors/Sellers are not to to collect tax at source under section 206C (1H) of the Act w.e.f. 01.07.2021, in case provisions of section are applicable to them.
- d) The above is as per the current statute and is subject to modification(s) based on amendments/ notifications under Income Tax Act, 1961, from time to time. Income Tax TDS, as applicable at the

prevailing rate on the gross amount billed shall be deducted from the contractor's bills.

- e) Vendor/Party categorised/designated as "specified person" under Section 206AB of Income Tax Act, 1961 shall be liable for TDS at higher rate as provided under the said section, by NALCO. So, Vendors/Contractors are advised to submit self-certified copies of Income Tax return (ITR) for each of the Two Previous Years for which due date for filing of ITR has expired, along with the Invoice/Bill so as to facilitate NALCO, verify the applicability of Section 206AB.
- 9) In case of order placement, vendor shall comply to "EHS (Environment Health & Safety) GUIDELINES TO SUPPLIERS" provided with the tender (Format attached in Buyer uploaded ATC document)."
- 10) ANTI-PROFITEERING CLAUSE (SEC 171 OF CGST ACT): Bidder has to provide declaration along with the tender that they will abide by the requirements under Cl 171 of CGST Act, 2017 (Format attached in Buyer uploaded ATC document).
- 11) The bidders are requested to go through the Gol Order No: P-45021/2/2017-PP(BE-II), DTD: 16.09.2020 or amended thereafter for the purpose of Purchase Preference on the basis of Local Content. Please submit the completely filled declaration provided with the tender (without any alteration to the format) along with the offer (Format attached in Buyer uploaded ATC document).
- 12) INCOME TAX CLAUSES:
- a) The contractor must provide PAN including copy of Registration Certificate.
- b) Income Tax TDS as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.
- c) The contractor shall be fully & solely responsible to the statutory authorities for compliance of all provisions applicable to this work as a service provider under Income Tax Act, already enacted or to be enacted from time to time during contractual period.
- d) NALCO reserves the right to recover any penalty and interest imposed on NALCO by the concerned statutory authorities due to non-fulfillment of all provisions applicable to this work as a service provider under Income Tax Act, already enacted or to be enacted from time to time during contractual period.
- e) Party has to provide the 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.

13) PAYMENT TERM:

- A. Supply: 80% of basic value (billing for 100% of basic -20% of basic as deferred payment after E&C) along with GST and freight charges shall be released within 30 days of receipt and acceptance of the material at Nalco CPP site along with dispatch documents and balance 20% payment of basic value shall be released against successful erection & commissioning (i.e. only supervision is under seller's scope of work) of 9BA & 9BB board. however, if the erection & commissioning of 9BA & 9BB board are not completed within 6 months from the date of receipt of the equipment, then Nalco has to release the balance 20% payment immediately. Payment of GST is subject to reflection of your invoice in GSTR 2A/Anx2 (GST new return) of Nalco.
- B. Supervision charges: 100% payment shall be released within 30 days of total completion of commissioning in all respect with due recommendation of the engineer in charge along with relevant documentary evidence". Payment of GST is subject to reflection of your invoice in GSTR 2A/Anx2 (GST new return) of Nalco.

Note: There is no provision of financial loading for deviation of any financial term in GeM portal. Thus, Bidders have to invariably accept the above mentioned payment term. In case of any deviation in payment term offer may be liable for rejection.

14) DETAILS OF TENDER INVITING AUTHORITY (FOR IEM / INTEGRITY PACT RELATED MATTERS):

NAME: SUBHAM GUPTA,

DESIGNATION: DEPUTY MANAGER MATERIALS,

MOB. NO.: 9437388596, EMAIL ID: SUBHAM.GUPTA@NALCOINDIA.CO.IN.

15) INCIDENTAL EXPENSES: During execution of the contract/ PO, the travel, boarding, lodging & other incidental expenses of the personnel/ representatives assigned by the supplier/ contractor for the execution of the contract/ PO shall be borne by the supplier/ contractor.

16) COMPLETION PERIOD:

- (A) SUPPLY:- Supply of all materials at NALCO, CPP site shall be within 06 Months from the date of award of PO.
- (B) DISMATLING, ERECTION & COMMISSIONING, TESTING, & HANDING OVER:-Dismantling, Erection & commissioning, testing, & handing over shall be done in 01 month each for 9BA and 9BB board from the date of site clearance from Nalco.

17) CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):

To cover the guarantee liabilities, the seller shall furnish a Contract cum Performance Bank Guarantee (CPBG) in NALCO's prescribed attached format towards successful execution of the contract and performance obligation of the equipment/ system to support equipment's trouble free performance and for Defect Liability from any bank approved by NALCO for 3% of basic order value including amendment if any, with claim period of 3 months beyond the guarantee period as mentioned in Clause No. 3. The CPBG shall be sent within 15 days from the date of PO/LOI released by NALCO. The Bank guarantee issued the issuing Bank on behalf of supplier in favor of NALCO shall be in paper form as well as under Structured Financial Messaging System (SFMS). Original Bank guarantee issued by the issuing Bank shall be sent by the issuing Bank to NALCO by registered post. If the vendor fails to submit CPBG after placement of order, the equivalent amount shall be recovered from the bill(s) of the vendor. You will confirm Bank guarantee confirmation through SFMS in your quotation as per our CPBG format enclosed.

Subject to any deduction which NALCO is authorized to make CPBG shall be released after satisfactory execution of the contract and on completion of guarantee period as mentioned above. On the breach of the contract by the supplier, CPBG shall be forfeited/ encashed whether or not the company has suffered a loss on this account and Purchase Order shall be rescinded. Forfeiture/ encashment of CPBG does not prejudice NALCO's rights to make risk and cost purchases and recover damages on account of such risk and cost purchases.

CPBG in NALCO's prescribed format and bank list approved by NALCO are attached under "Additional scope of work" of this bid.

- 18) SITE VISIT: The Supplier must visit the site, assess our existing installations, prepare layout / orientation drawing details of the panels locations etc. before quoting.
- 19) PERFORMANCE GUARANTEE: The system is required to give a trouble free operation for a period of minimum Twelve months from the date of commissioning. If any modification or replacement is incorporated in between, the guarantee period shall be extended and counted for twelve months from the same date.
- 20) ORDER OF PRECEDENCE: The Agreed terms & conditions shall supercede the Standard terms & conditions of NIT; in case of any discrepancy between the two.
- 21) PRE-DISPATCH INSPECTION & TESTING: Pre-dispatch inspection (PDI) and testing shall be done by NALCO's representative(s) at supplier's works prior to dispatch with 15 days of prior intimation by the supplier. However, final inspection & testing shall be carried out by NALCO at NALCO, CPP site and the result shall be binding on the supplier on whom order shall be placed. Manufacturer's Standard Test Certificate / Material Test Certificate from Govt./ NABL approved test house are to be furnished along with the dispatch documents or wherever required. The detailed inspection and testing shall be as per the technical specifications & scope of work.
- 22) Pre-bid/Pre-contract Agreement (INTEGRITY PACT) & Independent External Monitor:
- 1.0 Bidder shall submit the accompanying 'Integrity Pact' attached under "Additional scope of work" of this bid on its company's Letter Head/Plain A4 paper, duly signed by the person(s) signing the bid.
- 2.0 All the pages of the Integrity pact are to be signed by the bidder. Bidders are required to clearly indicate the name and designation of the signatory (ies) as well as the name and address of the witnesses. The Bidders should not change the contents of the Integrity Pact.

- 3.0 The scanned copy of the Integrity Pact is to be uploaded along with their offer in GeM portal.
- 4.0 At present, there are 03 IEMs in NALCO. They are as below;
- (i) Dr. Janak Digal IAS (Retd.)

Plot no. 1 B/2, Sector-11, CDA Market Nagar,

Cuttack District, Odisha - 753015

E-mail: janakdigal185@gmail.com

(ii) Ms Archana Ranjan IRS (retd.)

A 4/1, Vasant Vihar,

New delhi- 110057

E-mail: ranjan.archana@gmail.com

(iii) Smt. Deepa Krishan IRS (Retd.)

C 2603, Sushant Lok-1

Gurgaon, Haryana - 122002

E-mail: deepakrishangmail.com

The nominated Independent External Monitor (IEM) of Nalco for this bid is as below who will oversee the compliance to integrity pact:

Smt. Deepa Krishan IRS (Retd.)

C 2603, Sushant Lok-1

Gurgaon, Haryana - 122002

E-mail: deepakrishangmail.com

Note:-

- i. Bidder may write to the IEM through Email (provided in the tender) for their grievances if any, giving details of the tender reference, name of the tender issuing officer and Nalco's unit for quick identification of the tender by the IEM.
- ii. 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.
- iii. Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials as per details given in tender documents.
- 23) ICT terms mentioned in bid document corresponds to Supervision charges. Bidders shall submit the Lumpsum per set supervision charges in place of ICT charges in the bid.
- 24) In addition to submitting their offer on-line through GEM portal, the Bidders shall also submit hard copy of Original Integrity Pact (2 Nos.) in sealed envelope. The sealed envelope should be super scribed with the BID no., SUBMISSION due date and list of documents should be clearly indicated. The sealed envelope should be sent to the address "DGM (MATERIALS) NATIONAL ALUMINIUM COMPANY LTD., PURCHASE, CAPTIVE POWER PLANT ANGUL 759145. (ODISHA)" so as to reach us before the Submission bid due date and time.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

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

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---