

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-04-2023 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-04-2023 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines
Department Name/विभाग का नाम	Materials
Organisation Name/संगठन का नाम	National Aluminium Company Limited, Bhubaneswar
Office Name/कार्यालय का नाम	Angul
Total Quantity/कुल मात्रा	2
Item Category/मद केटेगरी	TRAVELLING TRIPPER (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	128 Lakh (s)
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Bidder Turnover, Certificate (Requested in ATC) *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/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	450000

ePBG Detail/ईपीबीजी विवरण

Required	No
----------	----

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

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

Beneficiary/लाभार्थी :

NATIONAL ALUMINIUM COMPANY LIMITED CPP

Banker : State Bank of India ; Branch : Kandsar(Nalco Nagar) A/C No : 00000010657908589, IFSC Code :

SBIN0008279 AT/P.O – Kandsar, P.S - Nalco Nagar, Dist. – Angul, ODISHA, Pin – 759145 (National Aluminium Co Ltd Cpp)

(National Aluminium Co Ltd Cpp)

Splitting/विभाजन

Bid splitting not applied.

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
--	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

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

2. 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.

3. 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.

TRAVELLING TRIPPER (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 अर्हता प्राप्त करने के लिए आवश्यक)

Brand Type/ब्रांड का प्रकार	Unbranded
-----------------------------	-----------

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
--	--------------------------

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	20%
Number of days allowed for ICT after site readiness communication to seller	90 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	ANTI PROFITEERING DECLARATION FORMAT. View	THE BIDDERS SHALL FURNISH THE ANTI-PROFITEERING DECLARATION IN THE ATTACHED FORMAT.	TRAVELLING TRIPPER(2)
2	PP-MII DECLARATION FORMAT. View	THE BIDDERS SHALL FURNISH THE DECLARATION REGARDING THE PERCENTAGE OF LOCAL CONTENT ALONG WITH THE PLACE OF VALUE ADDITION IN THE ATTACHED FORMAT	TRAVELLING TRIPPER(2)
3	CPBG FORMAT View	THE BIDDERS SHALL FURNISH THE FILLED CPBG (@3%) IN THE ATTACHED FORMAT	TRAVELLING TRIPPER(2)
4	EMD BG FORMAT View	IN CASE BIDDER IS SUBMITTING BG FOR EMD. THE BIDDER SHALL FURNISH THE FILLED EMD BG @ Rs. 4,50,000/- IN THE ATTACHED FORMAT.	TRAVELLING TRIPPER(2)
5	Bank Mandate Format for e payment. View	THE BIDDERS SHALL FURNISH THE FILLED Bank Mandate Format IN THE ATTACHED FORMAT.	TRAVELLING TRIPPER(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**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

6. **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

7. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

8. **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.

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

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

INTERNAL REF: CPP/MMP/303/3000007532

DESIGN, ENGINEERING, MANUFACTURE, SHOP FABRICATION, ASSEMBLY, TESTING & INSPECTION AT MANUFACTURER'S WORK, FABRICATION AT OUR SITE, INSTALLATION, TESTING & COMMISSIONING COMPLETION OF FACILITIES, PERFORMANCE GUARANTEE TESTING, FINAL PAINTING AND HANDING OVER OF TRAVELLING TRIPPERS AND ASSOCIATED WORKS

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.

AGREED TERMS & CONDITIONS:

(I) EARNEST MONEY DEPOSIT (EMD):

Bidders are required to submit interest free EMD of value **Rs. 4,50,000/-** (Rupees Four Lakhs and Fifty Thousand only) in shape of Demand Draft / Pay Order / through e-payment favoring "National Aluminium Company Limited" or in the form of Bank Guarantee valid for nine months beyond validity period of the offer in NALCO's format (as per Annexure attached under "Additional Scope of Work" of GTC of this bid) from any of the bank approved by NALCO. EMD in the form of DD / BG should be submitted along with offer. Offers received without EMD shall not be considered. This deposit shall not carry any interest.

The Public Sectors, Government agencies and the Firms registered with DGS&D / NSIC / DIC / KVIC / KVIB / Coir Board / Directorate of Handicrafts & Handloom or any other body specified by Ministry of MSME, Govt. of India (registered for the tendered product), and others for which specific exemption has been granted by NALCO such as Ancillary Industries etc. OR by GeM GTC 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). 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.

(II) 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 total order value including amendment if any, with claim period of 3 months beyond the guarantee period as mentioned in Clause No. 10.0 of buyer uploaded specification document. The CPBG shall be sent within 15 days from the date of PO/LOI released by NALCO. The Bank guarantee issued by 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.

(III) DETAILS OF TENDER INVITING AUTHORITY (FOR IEM / INTEGRITY PACT RELATED MATTER S):

NAME: SUBHAM GUPTA,

DESIGNATION: DEPUTY MANAGER MATERIALS,

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

(IV) PRE-QUALIFYING CRITERIA (PQC)

(A) TECHNICAL CRITERIA:

Eligibility Criteria:

1. The bidder should have experience of having successfully completed "Similar Work" during the last ten (10) years ending on last day of the month previous to the one in which the NITs are invited as per following criteria :

"Similar Work" means

"Design, engineering, manufacturing, supplying of coal handling plant of capacity 800 TPH or more consisting of conveying system along with Travelling Tripper in a Thermal Power Plant.

OR

Travelling Tripper of capacity 800 TPH or more in a material handling plant or Thermal Power Plant".

The work experience should be of "Working Directly" and possess relevant experience as per the details given under experience criteria. "Working directly" implies, working as a Contractor or Sub Contractor under above authorities who is the Principal Owner of the work.

Documentary Proof Required:

1. The bidder has to submit copy of following documents duly attested by notary public for assessment of technical eligibility criteria.

a) Detailed work order / PO showing order value, Scope of Work & Bill of Quantity.

b) Satisfactory Completion Certificate indicating the value of work executed & period of contract obtained from Principal Owner of the work for whom the work has been executed with clearly bear name & designation of issuing authority.

2. In case the bidder submits the credentials as a sub contractor the following copies duly attested by notary public are to be submitted for assessment of technical eligibility criteria.

a) Detailed work order / PO / Agreement from the main agency showing order value, Scope of Work & Bill of Quantity.

b) Completion certificate issued by main agency indicating value of work executed and period of contract.

c) Completion certificate issued by the Principal / project authorities in favour of the main agency showing due completion of the package.

NB. The Experience/Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/ Completion Certificates issued after 30/06/2022.

(B) FINANCIAL CRITERIA:

Eligibility Criteria:

1) The average annual financial turnover of the bidder for last three financial years should be minimum ₹ 128 Lakhs (Rupees One Crore and Twenty Eight Lakh only).

(Turn over shall be escalated @10% per annum (simple rate) to bring them at the current price level. The

turnover of the latest previous year shall not be considered for any weightage).

2) The bidder should have minimum positive working capital of ₹ 106.25 lakhs (Rupees One Crore and Six Lakh Twenty Five Thousand only) and submit documentary evidence in this regard. In case the bidder does not have adequate working capital, he should make exclusive credit limit from one or more scheduled commercial banks for the proposed work and submit a line of confirmation from the bank / banks as documentary evidence.

3) The bidder should have minimum positive net worth of ₹ 212.5 lakhs (Rupees Two Crore and Twelve Lakh Fifty Thousand only).

Documentary Proof Required:

- a) The bidders have to submit the copies of audited financial statements and profit & loss accounts of the relevant years duly attested by a Notary Public or Gazetted Officer in support of both the qualifying criteria of turnover and net worth along with the bid.

Note: For bids received prior to 30th June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30th June, the bidder has to submit financial statement for the previous year certified by Chartered Accountant/ Auditor for consideration of their bid.

(V) COMPLETION PERIOD (for Supply, Installation, Commissioning, Testing, etc.):

(A) SUPPLY:- Supply of all materials at NALCO, CPP site shall be completed within 06 Months from the date of award of PO. The successful bidder has to submit all relevant drawing for approval by NALCO within 15 days of placement of PO. Billing Break-up (BBU) will be submitted by the successful bidder within 15 days of approval of drawings.

(B) DISMANTLING OF OLD EQUIPMENT AND ERECTION, TESTING, COMMISSIONING OF NEW EQUIPMENT & HANDING OVER:- Dismantling and Erection, commissioning, testing etc. of the entire system shall be completed within 90 days for each travelling tripper from the date of site readiness given to the vendor. Performance Testing of the new system shall be done by the supplier's representative at NALCO, CPP site as per cl.8.0 of buyer uploaded specification document.

(VI) PAYMENT TERMS:

(A) PAYMENT FOR SUPPLY PORTION (i.e., ALL EQUIPMENTS, ACCESSORIES, ETC.):

i) 80% payment of basic value along with 100% GST shall be released within 30 days after receipt and acceptance of the material at NALCO CPP Site as per approved billing breakup (BBU), payment of GST is subject to reflection of the Invoice in GSTR 2A /Annx-2 (GST new return) of NALCO.

ii) Balance 20% payment of basic value shall be released after successful completion of erection, commissioning, performance testing etc. of the total system against certification from concerned Manager-In-Charge from NALCO along with relevant documentary evidence.

(B) PAYMENT FOR SERVICES (DISMANTLING, INSTALLATION, TESTING & COMMISSIONING):

i) 100% payment of the total services (i.e. dismantling, erection, commissioning, testing) shall be released after successful completion of dismantling, erection, commissioning, testing etc. work of package and final taken over by NALCO against submission of final bill duly certified by concerned Manager-In-Charge from NALCO along with relevant documentary evidence, payment of GST is subject to reflection of the Invoice in GSTR 2A/Annx-2 (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.

(VII) Pre-bid/Pre-contract Agreement (INTEGRITY PACT) & Independent External Monitors:

1.0 Bidder shall submit the accompanying 'Integrity Pact' attached at Clause-9 of ATC i.e. "Buyer Organization specific Integrity pact" 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. Meeran C Borwankar IPS (Retd.)

C 10/5, Vasant Vihar

New Delhi-110052

E-mail: mcborwankar@gmail.com

(ii) Ms Archana Ranjan IRS (reted.)

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: deepakrishnan@gmail.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.

(VIII) GUARANTEE / WARRANTY: The total system to be supplied shall have a guarantee/warranty for successful operation of the systems for 12 months from the date of satisfactory commissioning against defective design, faulty materials of construction, poor workmanship and unsatisfactory performance. During these 12 months of warranty period any periodic/schedule maintenance suggested by the vendor for all drives / equipments used for the system shall be carried out by the vendor with consumables and manpower supplied by them free of cost. If the equipment fails within this period the seller shall be notified and the seller within 07 days of such notification, at its own expense and as promptly as possible, shall make the required alteration, repairs and replacements as may be necessary to permit the equipment to function in accordance with the specifications and to fulfill the guarantee obligations. The performance testing as per clause 7.0 of buyer uploaded specification document shall be evaluated for the supplied system. In case of major failures, if observed, the seller shall have to replace the total equipment with new equipment to the complete satisfaction of purchaser.

(IX) 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.

(X) 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 and contract shall be placed, if emerged as L-1, with quoted price in GEM bid only.

(XI) We M/s. **your company name** have understood the complete technical requirements and scope as per buyer uploaded specification document and we confirmed to have offered you to '**DESIGN, ENGINEERING, MANUFACTURE, INSTALLATION, TESTING & COMMISSIONING, PG TESTS AND HANDING OVER OF TRAVELLING TRIPPERS AND ASSOCIATED WORKS**' as per buyer uploaded specification document.

(XII) Bidder shall submit point wise confirmation of specification as well as special conditions along with the offer.

(XIII) 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.

(XIV) 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.

(XV) 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 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.

(XVI) In case of order placement, vendor shall comply to "EHS (Environment Health & Safety) GUIDELINES TO SUPPLIERS" provided with the tender."

(XVII) ANTI-PROFITEERING CLAUSE (SEC 171 OF CGST ACT): Bidder has to provide declaration as attached under "Additional Scope of Work" of GTC of this bid along with the tender that they will abide by the requirements under CI 171 of CGST Act, 2017.

(XVIII) The bidders are requested to go through the GoI 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 as attached under "Additional Scope of Work" of GTC of this bid along with the offer.

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

(XX) ENGINEER IN-CHARGE: GM (Mechanical), CRG, NALCO, CPP shall be the Engineer-In-charge and he or his representative shall be the certifying officer from NALCO for all requirements including Bill payment. He shall be the overall coordinating officer for the execution of contract.

(XXI) 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.

(XXII) LITIGATION HISTORY: The bidder should furnish litigation history of their firm or group firm. The litigation history shall include:

- (i) Arbitration cases pending.
- (ii) Disputed incomplete works.
- (iii) Pending civil cases against the firm or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings.
- (iv) Pending criminal cases against the firm or its Proprietor / Partner(s) / Director(s) involving moral turpitude in relation to business dealings.
- (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings.

A Certificate / Undertaking in this respect in his official letterhead duly signed by the Authorized signatory with official seal and duly certified by Notary Public after date of said tender floating is required to be submitted in support of the above.

(XXIII) ORDER OF PRECEDENCE: The Agreed terms & conditions shall supersede the Standard terms & conditions of NIT, in case of any discrepancy between the two.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---