



**Government
eProcurement
System**

eProcurement System Government of India

Tender Details

Date : 20-Jan-2024 04:39 PM

Print

Basic Details

Organisation Chain	National Aluminium Company Limited,NALCO NALCO-CPP Division-Angul Materials-CPP Division-Angul-NALCO		
Tender Reference Number	CPP/MMP/304/3000009491 DT.10/01/2024		
Tender ID	2024_NALCO_789621_1	Withdrawal Allowed	Yes
Tender Type	Single	Form of contract	Buy
Tender Category	Goods	No. of Covers	1
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Not Applicable	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Cover Details, No. Of Covers - 1

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical/Finance	.pdf	NIT
		.xls	PLEASE UPLOAD BOQ
		.pdf	STC
		.pdf	ATC

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	No		

EMD Fee Details

EMD Amount in ₹	0.00	EMD through BG/ST or EMD Exemption Allowed	No
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

[Click to view modification history](#)

Work /Item(s)

Title	PROCUREMENT OF 0HP WDS6 ADT Locomotive				
Work Description	0HP WDS6 ADT Locomotive				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Show Tender Value in Public Domain	No				
Tender Value in ₹	1	Product Category	Mechanical Tools and Equipment	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	90	Period Of Work (Days)	30
Location	NALCO CPPANGUL	Pincode	759145	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	NALCO CPPANGUL
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	20-Jan-2024 06:00 PM	Bid Opening Date	07-Feb-2024 10:00 AM
Document Download / Sale Start Date	20-Jan-2024 06:00 PM	Document Download / Sale End Date	31-Jan-2024 10:00 AM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	20-Jan-2024 06:00 PM	Bid Submission End Date	31-Jan-2024 10:00 AM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)	
	1	Tendernotice_1.pdf	NIT	1353.10	
	2	Tendernotice_2.pdf	ATC	1348.60	
	3	Tendernotice_3.pdf	STC	1377.15	
	4	Tendernotice_4.pdf	INTEGRITY PACT	2071.96	
Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	BOQ	BOQ_829972.xls	BOQ	262.00

Single Bidders List

S.No.	Bidder Name	Bidder Login Id
1.	Banaras Locomotive Works	dycmgmbbw@gmail.com

Auto Extension Corrigendum Properties for Tender

Iteration	No. of bids required for bid opening a tender	Tender gets extended to No. of days
1.	0	7

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	umakanta.senapati@nalcoindia.co.in	Umakanta Senapati	UMAKANTA SENAPATI
2.	shailesh.verma@nalcoindia.co.in	Shailesh Kumar Verma	SHAILESH KUMAR VERMA
3.	pramod.jena@nalcoindia.co.in	PRAMOD KUMAR JENA	PRAMOD KUMAR JENA
4.	subham.gupta@nalcoindia.co.in	SUBHAM GUPTA	SHUBHAM GUPTA

GeMARPTS Details

GeMARPTS ID	V7LK0IRDZG3E
Description	gem id
Report Initiated On	10-Jan-2024
Valid Until	09-Feb-2024

Tender Properties

Auto Tendering Process allowed	No	Show Technical bid status	Yes
Show Finance bid status	Yes	Show Bids Details	No
BoQ Comparative Chart model	Normal	BoQ Compative chart decimal places	2
BoQ Comparative Chart Rank Type	L	Form Based BoQ	No
Show Bid Details in Public Domain stage	Technical Bid Opening		

TIA Undertaking

S.No	Undertaking to Order	Tender complying with Order	Reason for non compliance of Order
1	PPP-MII Order 2017	Not Applicable	NA
2	MSEs Order 2012	Agree	PROP

Tender Inviting Authority

Name	GM MATERIALS
Address	NALCO CPPANGUL

Tender Creator Details

Created By	Shailesh Kumar Verma
Designation	Senior Manager
Created Date	10-Jan-2024 10:41 AM

PURCHASE RFQ
 (Purchase Dept)

NATIONAL ALUMINIUM COMPANY LIMITED

(A Govt. of India Enterprise)

Captive Power Plant Division

Tel:- 9737078501

Email:-shailesh.verma@nalcoindia.co.in

ANGUL - 759145 , Odisha

Fax:-06764220303

TO: BLW, VARANASI

RFQ No./Date: 6000061903 / 10.01.2024
 Contact Person/Telephone: S. K. Verma / 9737078501
 Purchase Group: 304
 Quotation Deadline Date: 31.01.2024
 Quotation Submission Time: 10 AM
 Delivery Date: 24.05.2024
 Collective No.: 3000009491

Please submit your quotation in Central Public procurement portal.

SL. NO.	Material Code HSN Code	MATERIAL DESCRIPTION	UNIT OF MEASURE	QUANTITY
1	99904013000	DIESEL ELECTRIC LOCOMOTIVE, WDS6ADT 1350HP WDS6 ADT Locomotive, Equipped with Microprocessor control based system integrated with Auto Creep control, MCBG Governor and Air Brake (IRBA-I) System.	EA	1

Special instruction:

TECHNICAL SPECIFICATION

Material Code	Material Description	UOM	Qty.
99904013000	DIESEL ELECTRIC LOCOMOTIVE WDS6 ADT	EA	1

Bidders shall upload the below **TECHNICAL COMPLIANCE SHEET** under **"Offered Specification document"** of your submitted bid towards confirmation of the technical specification

COMPLIANCE SHEET

Sl. NO.	Specification Detail	Bidder's Confirmation	Remarks (if any)
1	SPECIFICATION: <ol style="list-style-type: none"> 1. Type of Locomotive: - Diesel Electric Locomotive Wds6 ADT, Single Cab. 2. Engine Capacity: -1350HP at 1100 RPM, 3. No of Cylinder: - 6 Arranged inline, 4. Axle Arrangement: - Co-Co, 5. Axle Load: -21T. 6. Total Weight of Locomotive: -126T $\pm 2\%$, 7. Max Speed: -65 KMPH, 8. Transmission Type: - AC-DC, 9. Fuel Tank Capacity: - 5000 Litter (detachable), 10. Wheel Diameter: -1092mm, 11. Wheel Base: -3810mm, 12. Total Loco wheel base: -12518mm, 13. Length over buffer beam: -16150mm, 14. Track Gauge: -1676mm, 15. HOE: - Similar in height of cab, 16. Brake System: -IRAB-1 Air brake system, 17. Compressor: -200cfm, 3CDB, Elgi/KPC make, 18. Head of Coupler: -HT-CBC, 19. Locomotive Drive: -Left hand with twin control desk, 20. Rear Traction Motor Blower: -Sealed Housing Type Bearing, 21. FTMB: -Alternator Gear Train Drive, 22. Traction Motor: -TM-4907 or Similar, 23. Cooling Water Capacity: -645 Litter, 24. Lubricating Oil sump Capacity: -530 Litter, 25. Battery: -Lead Acid, 26. Control: -Microprocessor Control System with integrated creep control, 27. Governor: -Microprocessor controller based Governor (MCBG), 28. Starting Tractive Effort: -34T, 29. Continuous Tractive Effort: -30T @ 7.1 KMPH. 		
2	The following checks will be carried out during pre-dispatch inspection. <ol style="list-style-type: none"> 1. NALCO is to be intimated in advance to witness the Load test of engine at manufacturer end. 2. Commissioning of engine is to be done at Nalco-CPP, Angul. 3. Nalco employees should trained properly to operate/maintain the engine by the manufacturer. 4. Painting and logo work shall be completed as per loco sample painting picture provided by NALCO. 5. Defective material if any found is to be replaced by the manufacturer on free of cost. 		
3	Packing: - <ol style="list-style-type: none"> 1) Transit insurance is to be done by NALCO prior to dispatch the locomotive from manufacturer end. 		

Note: Non-confirmation to above technical specification points or incomplete confirmation to above TECHNICAL COMPLIANCE SHEET may lead to rejection of the offer.

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 be considered in the offer. In case the terms and conditions of the offer are in deviation to the RFx, loading as specified in RFx 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 RFx, 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 DGS&D/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.

Instructions to the Bidders for the e-submission of the bids

1. Bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site.
2. Bidder then login to the site through giving user id / password chosen during registration. The e-token that is registered should be used by the bidder and should not be misused by others.
3. Please go to the CPP portal <http://eprocure.gov.in/eprocure/app> and search for the e-procurement tender.
4. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
5. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
6. If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account of the corrigendum/addendum published before submitting the bids online.
7. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
8. Bidder should get ready with the EMD as specified in the tender. Scan copy of the EMD instrument to be uploaded along with other documents as requested. The original instrument along with all other specified hard copy documents should be posted/couriered/given in person so as to reach the Tender Inviting Authority, within five working days from the bid submission date of the tender.
9. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids
10. The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
11. After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
12. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.
13. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
14. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
15. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
16. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
17. The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time (**as per Server System Clock**).
18. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.
19. If the bidder submits the bid in manual form (if permitted categorically in the tender), he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender will not be considered.

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 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

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

Enhancing Energy Performance, comprehensively optimising Energy Use, Energy Consumption and Energy Efficiency, is a major imperative for an Energy Intensive industry like ours. In recognition of this, we will focus on continual improvement of all round Energy Performance with special focus on areas of significance by way of having in place Energy Objectives based on the enshrined Guiding Principles.

Guiding Principles:

- To endeavour for reduction in Specific Consumption of Energy in all forms in areas of significance.
- To ensure availability of correct information in time and to make available necessary resources for achieving the Objectives and Targets.
- To comply with all applicable legal and other statutory/ regulatory requirements related to our 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.

Social Accountability 8000 Compliance Format

A. Basic information

Name of the organization	
Address	
Telephone No. Fax No.	
E-Mail ID:	
Name of the Proprietor	
Nature of Business	
License Number and date of expiry	

B. Information regarding Social Accountability

- What is the minimum age required to join your organization? _____ Years
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/ No
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you provide safe & healthy work environment as per statutory requirement? 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 provide medical treatment assistance in the event of Work Place Injury? Yes / No
- Do you allow trade union and collective bargaining in your organization? Yes / No
- Do you ensure that your employees are not discriminated on the basis of cast creed, gender, religion, age and dieses? Yes / No
- Do you maintain a disciplinary procedure? Yes / No
- What is the official working hour? _____ hours
- How many shift do you have? _____ No.
- Which day is off day in your organization? _____
- Do you compensate, in case, a person works in off day or holiday? Yes / No

- 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? _____
- Do you receive, handle or promote goods and/or services from Supplier / Sub-contractors or Sub-suppliers who are classified as **Home Worker**? Yes / No
- If yes, what steps you have taken to ensure that they get similar level of protection as afforded to directly employed employees?

- Have you taken care to look into issues related to Child Labour, Forced Labour, Health & Safety, working hours and remuneration of your suppliers? Yes / No

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

We declare that the above-mentioned informations are correct.

Signature:

Designation:

Date

Seal of the organization

Particulars to be filled in by the vendor on his own letter head to participate in E-Tendering process of NALCO.

1. Name of the vendor: _____

2. Vendor code (allotted by Nalco): _____

3. Official Mailing Address: _____

4. Company's Email ID: _____

5. Telephone Number(s): _____

6. Fax Number(s): _____

7. Name of Contact Person with designation: _____

8. Address of the contact person: _____

9. Email ID of the contact person: _____

Cell No. & Land Line No. _____

10. Please indicate (✓mark) if your Firm/Enterprise is registered in any of the following category

MICRO ☐ / SMALL ☐ / MEDIUM ☐

If Yes, Please submit the copy of Registration Certificate.

11. Please indicate (✓mark) if the owner or proprietor of the firm belongs to

SC ☐ / ST ☐ / OBC ☐

If Yes, Please submit the copy of documentary evidence for the same.

12. Please indicate (✓mark) against the gender of the owner or proprietor of the firm.

MALE ☐ / FEMALE ☐ / THIRD GENDER ☐

12. We do undertake that in case of any change in contact person the same shall be communicated to The DGM (Materials), National Aluminium Co.Ltd., Captive Power Plant, Angul – 759145, Odisha on the above address immediately with fresh authorization.

(Name & signature of the authorized person with stamp)

Bank MANDATE FORM for e-payment
(to be submitted in Duplicate)

To
National Aluminium Company Limited
Captive Power Plant
Banarpal – 759 145
Dist. Angul (orissa)

Dear Sirs,

Sub: Authorization for release of payment due from NALCO, CPP, ANGUL
through e-mode facilities of RTGS/ NEFT/ Internet Banking.

Refer Order No. Date
And / or Tender/Enquiry/Letter No Date

(Please fill in the information in **CAPITAL LETTER**. PLEASE tick wherever it is applicable)

1. **Name of the Party** :
2. **Address of the party** :
.....
.....
: City: Pin Code
E-mail ID:
Permanent Account Number:
3. **Particulars of Bank** :

Bank Name		Branch Name	
Branch Place		Branch city	
PIN Code		Branch code	
MICR No.			
Account Type	Savings:	Current:	Cash Credit:
Account No. (as appearing in the Cheque Book)			
(9 digits code number appearing on the MICR band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account number)			
IFSC Code			

4. **Date from which the mandate should be effective** :

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Aluminium Company Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through Internet / RTGS / NEFT.

Place:

Date:

Signature of the Party / Authorized Signatory

.....

Certified that particulars furnished above are correct as per our record.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

AGREED TERMS & CONDITIONS (Bidder is requested to fill up the confirmation completely)			
NIT: CPP/MMP/ 304/3000009491 for 50HP WDS6 ADT Locomotive,			
S.No.	NIT terms	Description	Your confirmation (Yes/No)
1.	WARRANTY	THE LOCOMOTIVE SHALL BE GUARANTEED FOR SUITABLE DESIGN, QUALITY OF MATERIALS USED, PROPER WORKMANSHIP AND RIGHT FUNCTIONING OF THE LOCOMOTIVE FOR A PERIOD OF 12 MONTHS FROM THE DATE OF COMMISSIONING OF LOCOMOTIVE.GUARANTEEE CERTIFCATE TO THIS EFFECT SHALL BE SUBMITTED BY YOU ALONG WITH DESPATCH DOCUMENTS.	
2.	LOCAL CONTENT OF PRODUCT	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 and submit the declaration accordingly.	
3.	NO TECHNICAL DEVIATION	The Bidder shall confirm to have gone through the NIT item specification & confirm that the offered item is exactly matching with that of the NIT specification without any deviation.	
4.	PAYMENT TERM	100% payment within 30 days of receipt and acceptance of materials at site. However, the payment of GST is subject to reflection of the party's invoice in GSTR 2A/Annex-2(GST new return) of NALCO	
5.	PRICE FIRMNESS	Price quoted shall remain firm and fixed till complete execution of order.	
6.	DELIVERY PERIOD	SUPPLY OF ALL MATERIALS TO NALCO, CPP SITE SHALL BE COMPLETED WITHIN 12 MONTHS FROM THE DATE OF LOI.	
7.	OFFER VALIDITY	90 DAYS. If required, bidder shall be requested to extend the bid validity.	
8.	PRE-DISPATCH INSPECTION	Pre-dispatch inspection shall be done by NALCO's representative at manufacturer's works. Inspection call has to be given by the vendor 15 days prior to the date of inspection. Final inspection shall be done by NALCO at NALCO site and the result shall be final and binding.	
9.	FREIGHT AND TRANSPORTATION	The materials shall be dispatched by DLW by own arrangement on freight pre-paid basis. NALCO shall pay advance on pro –rate basis alongwith 70% payment but the transportation charges shall be applicable as per actual against documentary evidence, which will be adjusted (±) either side in final Invoice of locomotive after dispatch.	
10.	COMMISSIONING	Commissioning of locomotive shall be done by DLW staff/representative free of cost, within 3-4 weeks form the date of receipt of locomotive at NALCO, CPP site. However local transport and accommodation at NALCO site shall be provided by NALCO free of cost. Please contact DGM (CRS) for any assistance regarding this.	

11.	TRAINING	You shall provide 24 man-days (4 person x 06 days) per loco free training to the NALCO's personnel on operation and maintenance of WDG3A locomotive at your works within warranty period of locomotive.	
12.	INTEGRITY PACT	The bidders are requested to go through the Integrity Pact as per the attached format enclosed at Annexure-v and submit the same in non-judicial stamp paper.	
13.	TRANSIT INSURANCE	TRANSIT INSURANCE SHALL BE COVERED BY NALCO. YOU SHALL GIVE AN ADVANCE DISPATCH INTIMATION TO CPP,NALCO INTIMATING FULL DETAILS OF DISPATCH.	
14.	CLARIFICATION	Bidder may seek clarification regarding the bidding document provisions, bidding process and/or rejection of his bid which shall be responded within a reasonable time	
15.	ENVIRONMENTAL NORMS	Please certify that the products offered by you are manufactured through eco-friendly process with efficient use of natural resources and as per the standard statutory environmental requirements/ norms. In support of the above, the bidders are requested to enclose copies of relevant certificates/documents along with their offer, if available.	
16.	Anti-Profiteering Clause (Sec 171 of CGST Act)	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.	
17.	Income tax clause	NALCO being buyer (Under section 194Q inserted in 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. 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. 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.	
18.	CONTACT DETAILS	a) Technical Executive:- Mr. B C Ray Contact No- 9437009116 Email: bidipta.ray@nalcoindia.co.in b) Purchase Executive:- Mr. Shailesh Kumar Verma	

		<p>Contact No-9437078501 Email: Shailesh.verma@nalcoindia.co.in</p> <p>c) Stores Executive(i.e. consignee):- Mr. Siba Behera Contact No-9437350693 Email: sibaprasad.behera@nalcoindia.co.in</p> <p>d) Finance Executive:- Mr. Yosabant Tripathy Contact No-9778602801 Email: yosabant.tripathy@nalcoindia.co.in</p>	
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Annexure-B

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

1. _____

2. _____

Witness

1. _____

2. _____

List of IEMs (Independent External Monitor) of NALCO for Adoption of Integrity pact:-

- 1) Dr. Meeran C Borwankar IPS (Retd.)
C 10/5, Vasant Vihar
New Delhi-110052
E-mail: mcborwankar@gmail.com
- 2) Smt. Deepa Krishan IRS (Retd.)
C 2603, Sushant Lok-1
Gurgaon, Haryana
PIN-122002
E-mail: deepakrishan@gmail.com
- 3) Ms Archana Ranjan IRS (Retd.)
A 4/1, Vasant Vihar
New Delhi- 110057
E-mail: ranjan.archana@gmail.com