

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	12-06-2024 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	12-06-2024 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Mines
<b>Department Name/विभाग का नाम</b>	Materials
<b>Organisation Name/संगठन का नाम</b>	National Aluminium Company Limited, Bhubaneswar
<b>Office Name/कार्यालय का नाम</b>	Mines Division,damanjodi,koraput
<b>Total Quantity/कुल मात्रा</b>	15000
<b>Item Category/मद केटेगरी</b>	1.10101040470 PULLEY RIM
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	250000

**ePBG Detail/ईपीबीजी विवरण**

Required/आवश्यकता	No
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(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  
Mines Division,damanjodi,koraput, Materials, National Aluminium Company Limited, Bhubaneswar, Ministry of Mines  
(National Alumunium Co Ltd)

**Splitting/विभाजन**

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	Procurement shall be done through successful bidders at L1:L2: 60:40 with L2 (on the next technically qualified bidder in order of their position) matching L1 to ensure supply from 2 sources. If none of the bidder match L1 price, the full order quantity goes to L1 bidder.

**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
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

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

## 1.10101040470 PULLEY RIM ( 15000 pieces )

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**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	M JAGANNATH	763008,PANCHAPATTAMALI BAUXITE MINES.DAMANJODI,KORAPUT,7 63008	15000	180

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

### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Our internal Reference number: SI No.20 E-88772 / PR - 1000065668 (For office use only).

## TERMS AND CONDITIONS

**Techno-Commercial offer should be prepared by bidder on their company letter head, which complies/contains all the Technical specifications & Commercial conditions mention in our NIT and Buyer Added Bid Specific Terms and Conditions, failing which your offer shall be liable for rejection.**

### Mode of Tendering:

**OPEN tender** basis through customized bid. The bid is reserved for OEM or their authorized dealer with bid specific OEM authorization.

### ATC:

- Bidder shall submit point wise confirmation of technical specification (Refer to Specification document under Technical Specifications) along with the offer. The bidder must upload signed buyer specification document.**
- Bidder shall clearly mention the Confirmation to the Technical Specification (Refer to Specification document under Technical Specifications) & other conditions as given in the NIT and Buyer added ATC in their offer.**
- Deviation to technical specification & commercial terms and conditions, if any: Specific point wise deviation statement to be given with reasons and advantages for the deviation in the Part-I (Techno-commercial) Bid.**
- 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.**

1 set price shall be the summation of all the items prices multiplied by the respective quantities. Bidder should mandatorily quote for all items.

- 5) **Bidders should refer our NIT (Refer to Specification document under Technical Specifications) item long text for detailed specification to quote their price.**
- 6) **Bidder to indicate the item wise GST percentage ( 5% or 12% or 18% or 28%) in their Part-I (Techno-commercial) offer which is inclusive in the total quoted price.**
- 7) **Bidder to indicate the item wise HSN number in their Part-I (Techno-commercial) offer.**
- 8) **Bidder to confirm the delivery date as per NIT: Yes/No .If No, Bidder has to provide the delivery period.**

**9) Payment term:**

- a) Payment of 80% of basis supply value shall be released after receipt and acceptance of materials at site. The applicable GST on total basis value will be released after filing GSTR1 by vendor and reflection of same in NALCO GSTR2A.
- b) Payment for 10% of basis supply value shall be made through bank transfer warranty replacement of 1000 hours or within 24 months of material reaching site, whichever occurs earlier and against due certification by engineer-in-charge of NALCO.
- c) Balance 10% of the basis supply value shall be made after achieving the Guarantee Average life (GAL) or within 30 months of material reaching site whichever earlier and against due certification by Engineer-in-charge of NALCO.
- d) However, this balance payment of 10% can be released upon submission of applicable bank guarantee equivalent to 10% of basic supply value plus applicable GST after delivery of the last lot of Polyrim for a period of 30 months minimum plus 03 months for claim period.

**Payment of GST is subject to the reflection of invoice in GSTR-2A/Anx-2 (GST New Return) of NALCO.**

**10) Bank Guarantee: Any Bank Guarantee (EMD, Performance etc) that the bidder is required to submit must follow NALCO's format. The bidder must request the format if not attached in NIT.**

**11) Pre-Contract Integrity Pact to be submitted by bidder duly filled in & signed.**

**12) Warranty -**

Each Polyrim shall have to be warranted for minimum of 1000 hours of operation unconditionally. Warranty replacement of Polyrim failing within 1000 run hours shall be on pro-rata basis. Claims\* for replacement shall be made based on NALCO's replacement records after 1000 hours of operation of the Cable Belt after all Polyrim of a Purchase order are installed. Polyrim failed within 1000 hours of operations shall not be returned as it will not be possible to segregate them from used Polyrim pile and also as these are returned to stores periodically as mixed steel scrap.

Replacement claim shall be lodged within 18 months of delivery of total quantity of the purchase order. Polyrim not installed within 18 months of delivery of total quantity shall not be considered for computing replacement warranty.

In case of non-replacement of claimed Polyrim within six months of lodging the claim, Nalco reserves the right to deduct proportionate amount matching the claimed Polyrim limited to 10% of the basic PO values.

\*Replacement Claim procedure against failure within 1000 hours of operation:

The following formula shall be used to derive the number of Polyrim to be claimed:

**Number of Polyrim to be claimed:=(Sum of unattained life of Polyrim failed within 1000 hours / 1000).**

**13) Bidder shall upload declaration of MII Local content of the product ( This is as per ORDER No.P-45021/2/20**

- 14)** Indicate whether you are registered under MSME vendor category ( Please provide certificate ).
- 15)** Liquidity Damage (LD) - This clause mentioned here to be taken into consideration in lieu of other LD clauses provided elsewhere in the tender.

Considering NALCO's delivery requirement, firm delivery schedule should be quoted. For delay in delivery attributable to the supplier, price will get reduced @ ½% 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 & 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.

- 16)** Vendor should submit bid only if tender additional terms & conditions and GEM general terms & conditions (GTC) are acceptable. Any commercial term mentioned as an attachment shall be ignored.
- 17)** 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.
- 18)** 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 categorized/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.

- 19)** In case of order placement, vendor shall comply to " EHS (Environment Health & Safety) GUIDELINES TO SUPPLIERS" provided with the tender.
- 20)** "No communication shall be entertained outside GeM regarding the subject tender. Representation if any for clarification against this tender may be raised on GeM only."

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**The following are the Vision, Mission & Values of Panchpatmali Bauxite Mine (PBM)**

- **VISION** : To be a Customer focused, Smart and Zero Harm Captive Bauxite Mine
  - **MISSION** : To become a leader in sustainable bauxite mining by improving business efficiency and enhancing value for stakeholders
  - **VALUES** : Benefitting stakeholders, excellence & quality, sustainability, trust and integrity
- 

### 1) **Scope of Supply:-**

Polyrims are steel rims lines with polyurethane materials two which are bolted to one hub with four bolts to make one Poly Pulley. In course of supporting steel rope, these liners wear out exposing the steel plate and then the Poly Pulley are taken out and fitted with new rims and reinstalled in the system. Polyrims suitable for supporting 51 mm rope for Nalco's Cable Belt Conveyor are to be supplied against this tender generally confirming to drawing no: **NALCO/MECH/C&C/MINES/055/(REV-2)**.

### 3. **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 %.

### 4. **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](#)

### 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. **Scope of Supply**

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

### 7. **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.

### 8. **Buyer Added Bid Specific ATC**

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

## **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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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---**



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PRODUCTS SERVICES CONTENT

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BID DETAILS

TECHNICAL EVALUATION

FINANCIAL EVALUATION

EVALUATION

BID AWARDED

1. Bid Details

Bid Number: **GEM/2024/B/4886402** (/showbidDocument/6339805)

<b>Bid Status:</b> Active	<b>Bid Start Date / Time:</b> 22-05-2024 14:38:52	Consignees / Reporting Officer / Delivery Location(S)
<b>Quantity:</b> 15000	<b>Bid End Date / Time:</b> 08-07-2024 14:00:00	<b>EMD:</b> Required Track EMD
<b>Bid Validity (From End Date):</b> 120 (Days)	<b>Bid Opening Date / Time:</b> 08-07-2024 14:30:00	( <a href="https://bidplus.gem.gov.in/Bidding/Track/Trackepbg/6339805">https://bidplus.gem.gov.in/Bidding/Track/Trackepbg/6339805</a> )
<b>Competent Authority Document:</b> View		

Buyer Details

<b>Name:</b> Rakesh Ranjan Sahoo	<b>Ministry:</b> Ministry Of Mines	<b>Organisation:</b> National Aluminium Company Limited, Bhubaneswar
<b>Address:</b> Rakesh Ranjan Sahoo,Buyer9.Mm.Or@Gembuyer.In,PANCHAPATTAM ALI BAUXITE MINES.DAMANJODI,KORAPUT,763008,KORAPUT,ODIS HA,763008,India,-9007734710-	<b>Department:</b> Materials	<b>Office:</b> Mines Division,Damanjodi,Koraput

Corrigendum Details

<b>Modified On:</b> 2024-07-02 09:03:25	Bid extended to <b>2024-07-08 14:00:00</b>
	Bid Opening Date : <b>2024-07-08 14:30:00</b>
<b>Modified On:</b> 2024-06-18 16:33:50	Bid extended to <b>2024-06-28 14:00:00</b>
	Bid Opening Date : <b>2024-06-28 14:30:00</b>

Cancel Bid Extend Bid Edit Terms Edit Pre Bid

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NATIONAL ALUMINIUM COMPANY LIMITED

(A Government of India Enterprise)

(A NAVRATNA COMPANY)

Purchase Dept., Mines Division, Damanjodi-763008.

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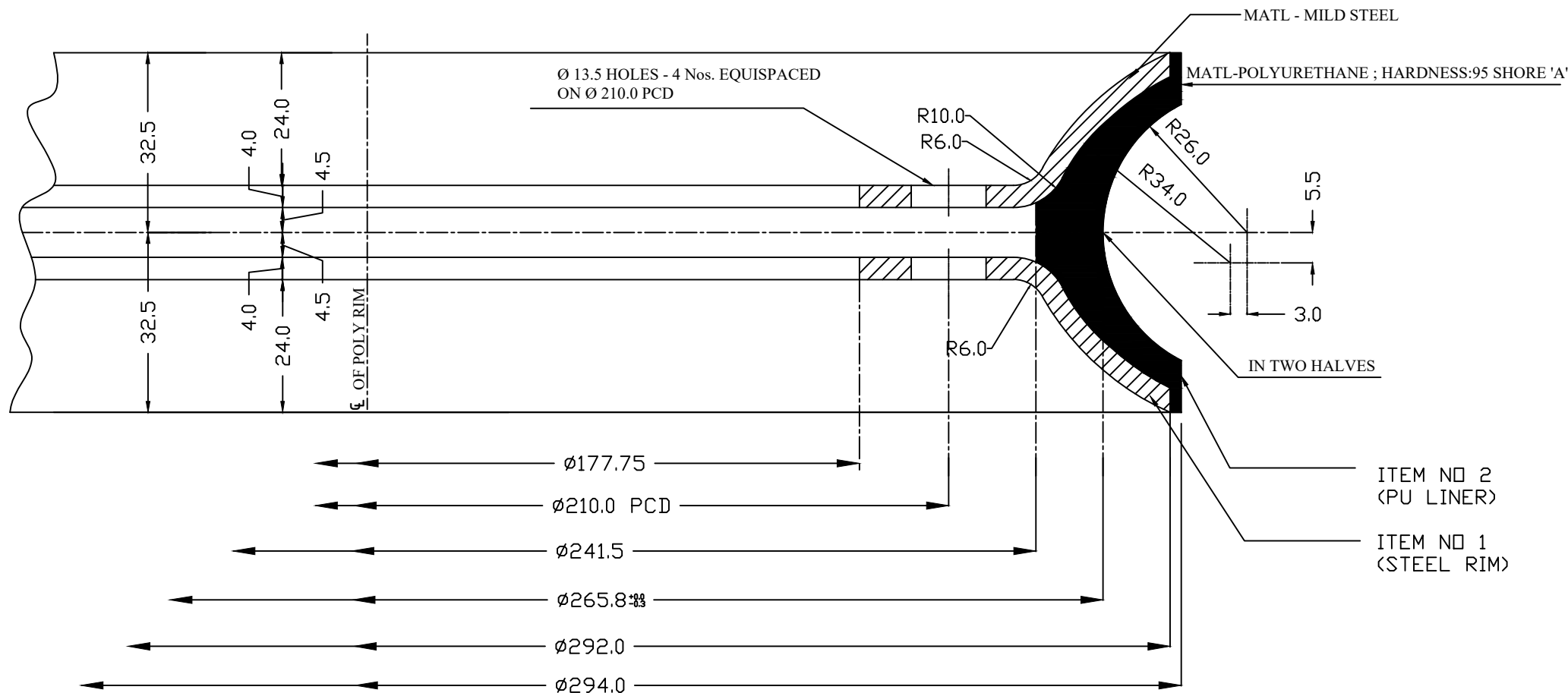
## PURCHASE RFQ

Ref. No: 1000065668

Sl No.	Item Code	Item Technical Description	Quantity	UoM
1	10101040470	<p><b>PULLEY RIM</b> <b>Material Long Text:</b> <b>General specification:</b> Polyurethane lined split steel backed pulley rim suitable for carrying 51mm diameter rope for 14.6 km long Cable Hauled Conveyor at NALCO's Panchapatmali Bauxite Mine in Damanjodi, Odisha. Conveyor Capacity 1800 TPH at 4.69 mps <b>Steel Specification:</b> Mild Steel of 4mm thickness. <b>Polyurethane Specification:</b> 95 shore A Polyurethane. Polyurethane must provide optimum balance between Hysteresis, abrasion and chunking resistance.</p> <p><b>Dimension:</b> ID: 177.75mm Inner OD: 265.80mm (-0.30mm tolerance) Outer OD: 294.00 mm (+1mm tolerance) 4 equal spaced holes of 13.5mm Diameter at PCD of 210 mm</p> <p>Confirming to drawing no: <b>NALCO/MECH/C&amp;C/MINES/055/REV-02</b></p> <p><b>SPECIAL CONDITIONS ENCLOSED AT Annexure-02,</b> Bidders qualifying criteria - <b>Annexure -03</b></p> <p><b>Special condition:</b> Party may have to agree to supply the same quantity of rims with same rate, terms and condition, in case of repeat order within one year of placement of the order.</p>	15000	EA

### Special instruction:

KINDLY GO THROUGH THE TENDER DOCUMENT FOR COMPLETE TERMS AND CONDITIONS AND SUBMIT THE OFFER WITH ALL THE NECESSARY DOCUMENT AT THE TIME OF BID SUBMISSION.




(L.H. AND R.H. RIMS SHOWN PER SET)


REVISION HISTORY

SL.NO.	DATE	REV.NO.	REMARKS
2	07-08-2019	2	Rim collar removed
1	20-05-2008	1	Material changed; Note added.

Note:  
All dimensions are in mm  
Each steel rim is to be grit blasted using cast iron grit (H18) to a White Metal Clean finish (Class 3) as per Australian Standard AS 26127 Pt.9.  
It is then cleaned and coated with a suitable heat activated polyurethane to metal bonding agent, prior to casting of polyurethane.

1	POLY RIM	1	M.S. & POLYURETHANE
ITEM NO.	DESCRIPTION	QTY.	MATERIAL
LIST OF MATERIALS (For 1 Set)			

	NAME	SIGN	DATE
DESIGNED			
DRAWN	KS RAM		
CHECKED	U MEHTA		
APPROVED	M PANDA		
 MINES DIVISION NALCO			

TITLE :		POLYRIM FOR LINE PULLEY	
DRG.NO:		NALCO/MECH/C&C/MINES/055	
	SCALE: NTS	TOTAL SHT. 01	
	REVISION: 02	SHT.NO. 01	

**PRE-QUALIFYING CRITERIA**

**SUB: PROCUREMENT OF POLYRIMS FROM DOMESTIC SOURCES FOR FY 2024-25**

**A) TECHNICAL:**

Technical Criteria	Documentary proof
1. The bidder must have successfully supplied at least 5000 Polyrims with performance certification by clients to any one Cable Belt conveyor in one year out of last 7 (Seven) years.  2. The Bidders must be manufacturers/supplier of Polyrims for use in Cable Belt conveyor to support the drive ropes of nominal diameter 38 mm and above.	1. The bidder should submit purchase order copies showing order value, date, technical specification & quantity for assessment of technical criteria. 2. The bidder has to submit certificate of OEM / OPM or its authorized distributor / selling agent. 3. Self certification for the above supply and satisfactory operation shall be done by bidder with name of client with address and phone number to be submitted as a separate signed document in the bid. 4. The bidder has to submit performance certificate issued by the clients bearing the name and designation of the issuing authority mandatorily. Performance / completion certificate may be considered only when they bear the name and designation of the authority issuing them. This is only applicable for performance / completion certificates issued after 30/06/2022. 5. Nalco reserves the right to check the authenticity of such documents directly with the customer if required.

**B) COMMERCIAL CRITERIA**

Commercial Criteria	Documentary proof
1. <b>FINANCIAL TURNOVER:</b> Average annual financial turnover of the bidder during the last three years ending 31st March of the previous financial year should be Rs 7290000/- (Approx.). The Annual Turnover shall be escalated @ 10 % (Ten Percent) per annum (simple interest) to bring them at current Price level. The Annual turnover of the latest previous year shall not be considered for any escalation. 2. <b>NET WORTH:</b> Net worth of the bidder at the end of the latest financial year shall be positive as per audited balance sheet.	The bidders have to submit the copies of audited financial statements/ profit & loss accounts of the relevant years in support of the qualifying criterion along with the bid. 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 may also submit financial statement for the previous year certified by Chartered Accountant/Auditor for consideration of their bid.

**NOTE:**

Failure to meet the above criteria or offer not accompanied by above details will render the bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence by way of copies of purchase orders, invoices, supply and installation completion certificate and annual reports containing audited balance sheets and profit and loss accounts, statements for preceding 03 (three) financial years, etc. in the first instance itself, in support of their fulfilling the qualification criteria. NALCO reserve the right to complete the evaluation based on the details furnished in the bid without seeking and additional information.

**C: Certification of Generic nature of PQC**

The above PQC is Generic in nature and in compliance to the provision of extant rules & procedures of the Company.

## SPECIAL CONDITION FOR PROCUREMENT OF INDIGENOUS POLYRIMS

**TECHNO-COMMERCIAL TERMS & CONDITIONS****1) Scope of Supply**

Polyrims are steel rims lined with polyurethane material two of which are bolted to one hub with four bolts to make one Poly Pulley. In course of supporting the running steel rope, these liners wear out exposing the steel plate and then the Poly Pulleys are taken out and fitted with new rims and reinstalled in the system. Polyrims suitable for supporting 51 mm rope for Nalco's Cable Belt Conveyor are to be supplied against this tender generally confirming to drawing no: **NALCO/MECH/C&C/MINES/055/ (REV-2)**

**2) Distribution of Tender quantity**

Procurement shall be done through successful bidders at L1:L2: 60:40 with L2 (or the next technically qualified bidder in order of their position) matching L1 to ensure supply from two sources. If none of the bidder match L1 price, the full order quantity goes to L1 bidder.

**3) Drive rope replacement**

In case of cable belt drive rope change, Polyrims installed within 06 months prior to new rope installation and up to 06 (Six) months after installation shall not be considered for calculation of guaranteed average life and replacement warranty and respective claims.

However, the rims failed before new rope replacement shall be considered for average life calculation and claim against GAL and replacement warranty.

**4) Replacement Warranty**

Each Polyrim shall have to be warranted for minimum of 1000 hours of operation unconditionally. Warranty replacement of Polyrims failing within 1000 run hours shall be on pro-rata basis. Claims\* for replacement shall be made based on NALCO's replacement records after 1000 hours of operation of the Cable Belt after all Polyrims of a Purchase order are installed. Polyrims failed within 1000 hours of operations shall not be returned as it will not be possible to segregate them from used Polyrim pile and also as these are returned to stores periodically as mixed steel scrap.

Replacement claim shall be lodged within 18 months of delivery of total quantity of the purchase order. Polyrims not installed within 18 months of delivery of total quantity shall not be considered for computing replacement warranty.

In case of non-replacement of claimed Polyrims within six months of lodging the claim, Nalco reserves the right to deduct proportionate amount matching the claimed Polyrims limited to 10% of the basic PO values.

\*Replacement Claim procedure against failure with in 1000 hours of operation:

The following formula shall be used to derive the number of Polyrims to be claimed:

**Number of Polyrims to be claimed: = (Sum of unattained life of Polyrims failed within 1000 hours) / 1000**

## 5) Guaranteed average life (GAL)

a) The minimum guaranteed average life of the total quantity of the purchase order is 3500 hours. The calculation / assessment of average life of total quantity of purchase order shall be made on a date 24 months after delivery of total quantity of the purchase order which will be known as the **GAL computation date**. The calculation shall be based on Nalco's replacement records.

### b) Exclusions from GAL computations and claims:

- i. Pulleys not installed by **GAL computation date** shall be excluded.
- ii. Polyrim installed and running by GAL computation date with less than 3500 hours of life.
- iii. Polyrim affected by Drive rope change as explained at clause 3.

### c) Computing of GAL:

GAL is deemed to be achieved when:

1. The total quantity of Polyrim is installed and the average life of the lot exceeds 3500 hours before GAL computation date OR
2. Average life of Polyrim of a PO (other than exclusions) exceeds 3500 hours on the day GAL computation.
3. Failure to achieve either of the above clauses 4.c. 1 & 2 shall be deemed as non -achievement of GAL

### d) Claim against Non-Achievement of GAL

In case the GAL is not achieved, deduction shall be applicable proportionately with respect to quoted GAL subject to maximum of 10% of basic supply value after calculating the average life of the total installed quantity against the Purchase order considering all exclusions. The vendor has an option of supplying equivalent number of Polyrim against the GAL deduction amount within 06 (Six) month of lodging the claim by NALCO failing which claim amount shall be deducted.

Example:

PO Quantity: 10000 Nos; PO Value: 1,50, 00,000; Base price per Polyrim: INR 1500

Installed Quantity: 9500

Installed, running with <3500 hours life: 100 Nos

Exclusion Quantity for Rope change effect: 500

Average life achieved: 3450.

Claim = Basic price of N no of Polyrim,

where  $N = (9500 - 500 - 100) \times (1 - (3450/3500)) = 127$  Nos rounded.

Claim =  $N \times 1500 = \text{INR } 1, 90, 500.$

Equivalent No of Polyrim: 127 No

#### **6) Return of used Polyrims**

- Polyrims (old, used and scrapped) taken out from system shall not be returned to the vendor even if the deduction against warranty as per clause 7.c is maximum of 10% retained amount.

#### **7) Payment Terms**

- a) Payment of 80% of basic supply value shall be released after receipt and acceptance of material at site. The applicable GST on total basis value will be released after filling GSTR1 by vendor and reflection of same in NALCO GSTR2A.
- b) Payment for 10% of basic supply value shall be made through bank transfer after warranty replacement of 1000 hours or within 24 months of material reaching site, whichever occurs earlier and against due certification by engineer-in-charge of NALCO
- c) Balance 10% of the basic supply value shall be made after achieving the Guaranteed Average life (GAL) or within 30 months of material reaching site whichever earlier and against due certification by Engineer – in –charge of NALCO.
- d) However, this balance payment of 10% can be released upon submission of applicable bank guarantee equivalent to 10% of basic supply value plus applicable GST after delivery of the last lot of Polyrims for a period of 30 months minimum plus 03 months for claim period.

#### **8) Supply Schedule**

Polyrims to be supplied as per P.O. schedule.



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### CONFIRMATION REQUIRED FROM BIDDER

Bidders are requested to confirm the below points in their Techno-Commercial offer.

S.No.	NALCO's Requirement	Bidder's Remarks
1	<b>Bidders should refer our NIT item long text for detailed specification to quote their price.</b>	Yes/No
2	<b>Bidder to indicate the item wise GST percentage (5% or 12% or 18% or 28%) included in the quoted price in their Part-I (Techno-commercial) offer.</b>	(Please mention the GST percentage which is inclusive in the quoted price )
3	<b>Bidder to indicate the item wise HSN number in their Part-I (Techno-commercial) offer.</b>	
4	<b>Bidder to confirm the delivery date as per NIT</b>	Yes/No If No, provide the delivery date

(Bidder's Signature with Stamp)



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**Social Accountability 8000 Compliance Format (Supplier)**

**A. Basic information**

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



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• Temporary	
• Contracted	

**B. Information regarding Social Accountability**

- What is the minimum age required to join your organization? \_\_\_\_\_ Years
- What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox
- Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No
- Do you provide safe & healthy work environment as per statutory requirement? Yes/No
- If directly not provided by you, do you get health& safety benefits from NALCO? Yes/No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes/No
- Do you provide safety training to your employees? Yes/No
- Do you ensure canteen facility for your employees? Yes/No
- Do you have any procedure in your organization for Accessing work place related risk Yes/No
- Do you have any worker participation based team



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Such as SPT (social performance Team) and Safety health Committee (SHC)?

Yes/No

- Do you have any procedure in your organization for Consultation with stake holder & interested parties for improvement of the system?

Yes/No

- Does your organization charge any employment fee from workers?

Yes/No

- Do you have any system for consultation & communication with Employees and other interested parties to understand the provision Of SA-8000?

Yes/No

- Do you have any procedure for handling the grievance and problems of the workers?

Yes/No

- Do you have any evaluation system for your suppliers, sub-suppliers And contractors?

Yes/No

- What types of medical benefits you provide to your employees?

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

Yes/No

If no, how do you ensure freedom of expression?

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

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

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▪ Do you provide appointment letter to your employees? Yes/No

▪ Do you maintain a documented terms and conditions of employment? Yes/No

▪ Do you maintain a disciplinary procedure? Yes/No

If no, how do you terminate your employee?

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



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- How many shift you have? \_\_\_\_\_ shifts
- What is the official working time? \_\_\_\_\_ hours
- Which day is off day in your organization? \_\_\_\_\_
- In case, a person works in off day or holiday, how is he/she compensated?

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- Do you pay overtime to your employees as per law? Yes/No
- What is the lowest amount (salary/wage) you pay to



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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?

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- Is there any apprentice period in your organization? Yes/No
- If yes, what is the apprentice period in your organization? \_\_\_\_\_
- Do you have any international certification Yes/No
- If yes, please specify



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- Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers Yes/No
  
  - Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers who are classified as home worker? Yes/No
  
  - If yes, what steps you have taken to ensure that they get similar level of protection as afforded directly by permanent employees?

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- 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



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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

SL. NO.	EHS (Environment Health & Safety) GUIDELINES TO SUPPLIERS
1	<p><b>For Suppliers of Capital equipment &amp; machinery:</b></p> <ol style="list-style-type: none"><li>1. Competence/maintenance/calibration requirements if any to be compiled.</li><li>2. Does the machine need any hazardous chemicals as per MSIHC rules 1989 &amp; amendment thereafter?</li><li>3. Noise level at 2 Meter distance is to be specified.</li><li>4. The machine shall comply with applicable EHS legislations.</li></ol>



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SL. NO.	EHS (Environment Health & Safety) GUIDELINES TO SUPPLIERS
2	<p><b>For Suppliers of Hazardous Chemicals/Inflammable Chemicals:</b></p> <ol style="list-style-type: none"><li>1. You have to comply with applicable EHS legislations for manufacture, storage, transportation and possession of hazardous chemicals/inflammable liquid/gas cylinder rules.</li><li>2. MSDS guidelines shall be followed by your organization for proper storage, transportation of hazardous materials and others as applicable.</li><li>3. Provide MSDS at the time of first consignment or whatever any update is there to the company.</li><li>4. Fire extinguisher is to be maintained in working condition in your organization.</li><li>5. Avoid leakage of oil, water, coolant etc. in your organization to conserve natural resources.</li><li>6. Provide TREM Cards to drivers for handling transportation emergencies.</li><li>7. To use personal protective equipment such as helmets/gloves/shoes/ear plugs/welder goggles as specified and to follow safe work procedures in your organization.</li><li>8. You should explain to your workers about potential hazards, accidents, emergencies, environmental impact and explain all precautions to be taken.</li></ol>
3	<p>For Suppliers of gas cylinders, the requirement of Gas Cylinder Rules and it's current amendment are to be ensured.</p>
4	<p>For Suppliers dispatching Full Truck –load material on their own truck must ensure the following:</p> <ol style="list-style-type: none"><li>1. Driver should have valid documents including Driving Licence and pollution control certificate.</li><li>2. Unauthorised person should not drive the vehicle.</li><li>3. Driver should strictly follow the speed regulations and other guidelines given by CISF.</li></ol>



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### **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.

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### **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.

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### **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.



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- ✚ 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.

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.

- 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.

**PRE CONTRACT INTEGRITY PACT**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2024 , 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 **Subash Chandra Mishra, DGM (Materials)** (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 Pulley Rim 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](http://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.

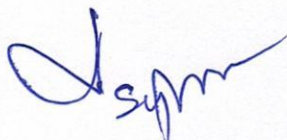
10. **Validity:**

- 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**



Name of the Officer: S C MISHRA

Designation: Dy. General Manager (Materials)

Company: NALCO

Official Seal

SUBASH CHANDRA MISHRA  
Dy. General Manager (Mats.)  
NALCO Mines, Damanjodi

Witness

Witness

1. Rakesh Ranjan Sahoo  **Rakesh Ranjan Sahoo**  
Dy. Manager (Materials)  
NALCO, Damanjodi-763003 1. \_\_\_\_\_
2. Aditya Kumar Sethi  **Aditya Kumar Sethi**  
Asst. Manager (Material)  
NALCO, Damanjodi-763003 2. \_\_\_\_\_

## FORMAT OF BG FOR EMD

### PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

BG No. -----

Date: -----

WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its office at \_\_\_\_\_ (hereinafter referred as "The Owner/Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper vide its Tender No. \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "the said tender") to M/s. \_\_\_\_\_ (hereinafter called "the said tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) towards earnest money in lieu of cash.

2. We \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company, which is final & binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused or would be caused or suffered by the Company by reason of my breach by the said tenderer(s) of any terms and conditions contained in the said tender or failure to accept the letter of intent/Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only).

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.

5. We \_\_\_\_\_ bank Ltd. Further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the Company under/or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.

6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and shall remain in force till \_\_\_\_\_. Unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.

8. We \_\_\_\_\_ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).

**9. WE -----Bank further agree that this Guarantee shall be invocable at our place of business at ----- (Bank name) -----  
(Branch name and address of the branch), Bhubaneswar, Odisha.**

Date:

..... Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly authorized  
Person on behalf of the Bank  
With seal & signature code.

- ii) B.Gs to be furnished from any of the banks listed as per Annexure
- iii) Address of NALCO's Office where tender is to be finalized is to be referred in the B.G.

**BG AGAINST PERFORMANCE BANK GUARANTEE**

PROFORMA OF CONTRACT CUM PERFORMANCE GUARANTEE BY  
SELLER/CONTRACTOR.

(To be executed in non-judicial stamped paper of appropriate value)

B.G.No. \_\_\_\_\_

Date \_\_\_\_\_

1. WHEREAS National Aluminium Company Limited ( A Government of India Enterprise) having its office at \_\_\_\_\_ (hereinafter called “The Company/Owner”) which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. \_\_\_\_\_/has placed a purchase order on M/s. \_\_\_\_\_ (hereinafter referred to as “Contractor(s)/Seller(s)”) which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for ..... On the terms and conditions as set out inter alia. In the company contract No./PO No. ---- dt. ----- and various documents forming part their of herein after referred to as the “the said contract” which expression include all amendments, modification and/or variation thereto and whereas the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/sub-contractors.

AND WHEREAS one of the conditions of the said contract is that “contractor/seller shall furnish to the owner a Bank Guarantee from a bank of \_\_\_\_% (..... Percent) of the total value of the “said contract” against due and faithful performance of the said contract” including defects liability obligations” and the performance guarantee obligations of the contractor/seller for execution/supplies made under the “said contract”.

2. We \_\_\_\_\_ Bank having its branch office at \_\_\_\_\_ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/seller(s) in performing any of the terms and conditions of the said contract including defects liability obligations, in fulfilling the performance Guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said contractor(s)/seller(s) of any of the terms and conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee. However, our liability under this guarantee shall be restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_).

3. We undertake to pay to the Company the money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharged of our liability for payment thereunder. Our liability to pay is not dependent or conditional on the owner proceeding against the contractor(s)/seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said contractor(s)/seller(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/order(s) are fulfilled.

5. WE\_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract(s)/order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract(s)/order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms & conditions of the said contract(s)/order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee.

6. We\_\_\_\_\_ Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract(s)/order(s) or to extend time of performance by the said contractor(s)/seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said contractor(s)/seller(s) and to forbear or enforce any of the terms and conditions relating to the said contractor(s)/seller(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s)/seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said contractor(s)/seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.\_\_\_\_\_(Rupees\_\_\_\_\_ only) and shall remain in force till \_\_\_\_\_ unless a demand or claim under this guarantee is made on us within three months from the date of expiry we shall be discharged from all the liability under this guarantee.

8. We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).

9. WE -----Bank further agree that this Guarantee shall be invocable at our place of business at -----(Bank name)-----  
(Branch name and address of the branch), Bhubaneswar, Odisha.

Date:

Corporate Seal of the Bank

..... Bank

By its constitutional Attorney

Signature of duly authorized person

On behalf of the Bank

With Seal & signature code.

**B.G.s to be furnished from any of the banks listed as per Annexure.**

## **LIST OF BANKERS.**

1. State Bank of India
  2. Allahabad Bank
  3. Andhra Bank
  4. Bank of Baroda
  5. Bank of India
  6. Bank of Maharashtra
  7. Canara Bank
  8. Central Bank of India
  9. Corporation Bank
  10. Dena Bank
  11. Indian Bank
  12. Oriental Bank of Commerce
  13. Punjab National Bank
  14. Punjab and Sind Bank
  15. Syndicate Bank
  16. Union Bank of India
  17. UCO Bank
  18. Vijaya Bank
  19. The karur Vysya Bank Ltd.
  20. IDFC Bank.
  21. The Karnataka bank Limited.
  22. ICICI Bank Ltd
  23. HDFC Bank Ltd
  24. IDBI Bank.
  25. Axis bank Limited.
  26. Kotak Mahindra bank Ltd.
  27. Yes bank
  28. Industrial bank limited.
  29. The federal bank limited.
  30. The Jammu and Kashmir bank limited,
  31. The south Indian bank limited.
  32. The Lakshmi Vilas Bank Limited.
  33. Tamil Nadu Mercantile bank Ltd.
  34. City union bank Limited.
  35. RBL Bank.
- (Thirty-five banks)

**PREFERENCE TO MAKE IN INDIA  
ORDER NO. P-45021/2/2017-PP(BE-II) DT.  
16.09.2020 ANNEXURE I TO THE TENDER  
FOR DIVISIBLE ITEMS**

**1.0 All the provisions of the order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference. However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned at cl of tender document shall be excluded from the total quantity against each item and only balance quantity shall be considered for purchase preference against the above mentioned order (to be mentioned, if applicable).**

**2.0** For the purpose of this order dtd. 16.09.2020:-

**2.1** Local content means the **amount of value added in India** which shall, unless otherwise prescribed by the nodal ministry, **be the total value of the item procured** (excluding net domestic indirect taxes) **minus the value of imported content in the item** (including all customs duties) **as a proportion of the total value, in percent.**

**2.2** Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has minimum 50% local content, as defined at cl. 2.1 above.

**2.3** Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has minimum 20% local content, as defined at cl. 2.1 above.

**2.4** Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has less than 20% local content, as defined at cl. 2.1 above.

**3.0 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I Local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% against the tender.**

**4.0** Subject to the provisions of the above order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I Local supplier' in procurement undertaken by procurement entities in the manner specified here under.

In the procurement of goods or works which are divisible in nature, the 'Class-I Local

Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract of full quantity will be awarded to L1.
- b) If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.
- c) In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I Local supplier', within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and the contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I Local supplier', then such balance quantity may also be ordered on the L1 bidder. 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

#### **5.0 Verification of local content.**

The 'Class-I local supplier'/ 'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format given in the Annexure II of the tender.**

In case of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier'/ 'Class II- local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

#### **6.0 Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.**

=====XXXX=====

**PREFERENCE TO MAKE IN INDIA  
ORDER NO. P-45021/2/2017-PP(BE-II) DT.  
16.09.2020 ANNEXURE I TO THE TENDER  
FOR NON-DIVISIBLE ITEMS**

**1.0 All the provisions of the order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference.**

**2.0** For the purpose of this order dt. 16.09.2020:

- 2.1 Local content means the **amount of value added in India** which shall, unless otherwise prescribed by the nodal ministry, **be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.**
- 2.2 Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has minimum 50% local content, as defined at cl. 2.1 above.
- 2.3 Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has minimum 20% local content, as defined at cl. 2.1 above.
- 2.4 Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than 20%, as defined at cl. 2.1 above.

**3.0 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I Local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% against the tender.**

**4.0** Subject to the provisions of the above order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I Local supplier' in procurement undertaken by procurement entities in the manner specified here under.

In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- b) If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted

price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.

- c) In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

#### 5.0 Verification of local content.

The 'Class-I local supplier'/'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format given in the Annexure II of the tender.**

In case of procurement for a value in excess of Rs. 10 Crores, the 'Class-I local supplier'/'Class II- local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- 6.0 Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.

=====XXXX=====

**Annexure II (Declaration by the bidder on their letter head)**

To,  
DGM(Materials),  
M/s. National Aluminium Company Limited,  
Refinery Unit, Damanjodi  
Dist.-Koraput, Odisha-763008

Date-

Dear Sir,

We, M/s. \_\_\_\_\_ having its office at \_\_\_\_\_ (address)

hereby confirm that the offered product has \_\_\_\_% of the local content as per the definition of local content in order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 issued by Gol.

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

\_\_\_\_\_  
\_\_\_\_\_

Yours sincerely,

Signature

Name

Designation

Contact No.