

**NATIONAL ALUMINIUM COMPANY LIMITED**

(A Govt. of India Enterprise)

Alumina Refinery

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DAMANJODI - 763008 , Odisha

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TO:

RFQ No./Date: 6000062825 /13.09.2024  
Contact Person/Telephone: Sanjeev\_Singh / 9437041695  
Purchase Group: 237  
Quotation Deadline Date: 23.09.2024  
Quotation Submission Time: 2.30 PM  
Delivery Date: 10.10.2024  
Collective No.: 1000068338

SL. NO.	Material Code HSN Code	MATERIAL DESCRIPTION	UNIT OF MEASURE	QUANTITY
1	76601020130	Main Crank shaft of Loco WDS6  Main Crank shaft of Loco WDS6 CRANK SHAFT FOR 6 CYL.251-D ENGINE, WDS-6 LOCOMOTIVE, DLW PT.NO.-10141110. Mfg Yr of loco: 2000	EA	1

**Special instruction:**

- 1.MENTION REALISTIC DELIVERY PERIOD
- 2.QUOTATION SHOULD BE VALID FOR A MINIMUM PERIOD OF 90 DAYS FROM THE DATE OF OPENING.
- 3.PAYMENT TERMS: 100% PAYMENT WITHIN 30 DAYS OF RECEIPT AND ACCEPTANCE OF THE MATERIALS AT OUR SITE.( PAYMENT OF GST SUBJECT TO THE REFLECTION OF INVOICE IN GSTR-2A/ANNEXURE -2 OF NALCO)
- 4.PRICE BASIS:F.O.R. DAMANJODI, ODISHA (Freight Pre-paid):
- 5.DEVIATION STATEMENT TO OUR NIT SPECIFICATIONS, IF ANY, HAS BEEN ATTACHED:
- 6.BIDDER INTERNAL OFFER REF. NO. & DATE OF SUBMISSION:
- 7.NAME, E-MAIL ID & PHONE NO. OF CONCERNED PERSON OF THE BIDDER:
- 8.PLEASE CONFIRM THAT YOU HAVE GONE THROUGH THE TENDER DOCUMENT IN TOTAL AND HAVE UNDERSTOOD IT COMPLETELY
- 9.THE STANDARD TERMS AND CONDITION OF PURCHASE (IMPORT AND DOMESTIC) OF NALCO IS AVAILABLE IN OUR SRM WEBSITE AS A LINK. PLEASE CONFIRM WHETHER YOU HAVE GONE THROUGH THE SAME
- 10.PLEASE MENTION GST NO.
- 11.PLEASE MENTION IGST OR CGST & SGST APPLICABLE.
- 12.PLEASE INDICATE GST RATE.
- 13PLEASE PROVIDE THE HSN CODE FOR EACH ITEM
- 14.PLEASE CONFIRM, THE PRICE SHALL REMAIN FIXED AND FIRM TILL COMPLETE EXECUTION OF THE ORDER.
- 15.THE ANTI-PROFITEERING PROVISION OF GST ACT MANDATE THAT ANY REDUCTION IN TAX RATES OR BENEFITS OF INPUT TAX CREDITS BE PASSED ON TO THECONSUMER BY WAY OF \ COMMENSURATE REDUCTION IN PRICES. VENDORS TO

TAKE NOTE OF THE SAME AND PASS SUCH BENEFITS WHILE QUOTING THEIR PRICE.  
16. IN LINE WITH THE CLAUSE 171 OF GST ACT - 2017, YOU ARE REQUESTED TO CERTIFY THAT NECESSARY BENEFITS DUE TO REDUCTION IN RATE OF TAX AND THE BENEFITS DERIVED BY YOU FROM INPUT TAX CREDIT HAS BEEN CONSIDERED WHILE QUOTING YOUR PRICES.

17. DUE TO IMPLEMENTATION OF GST W.E.F. 01/07/2017, YOU ARE REQUESTED TO PASS ON THE BENEFIT DUE TO REDUCTION IN THE RATE OF TAX AND BENEFITS DERIVED BY YOU FROM INPUT TAX CREDIT AND INTIMATE YOUR REVISED REDUCED PRICE FOR FURTHER NECESSARY ACTION AT OUR END.

18) 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 1940, 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.

19) VENDOR/PARTY CATEGORISED/DESIGNATED AS "SPECIFIED PERSON" UNDER SECTION 206AB OF INCOME TAX ACT, 1961 SHALL BE LIABLE FOR TDS AT HIGHER RATE AS PROVIDED UNDER THE SAID SECTION, BY NALCO. SO, VENDORS/CONTRACTORS ARE ADVISED TO SUBMIT SELF-CERTIFIED COPIES OF INCOME TAX RETURN (ITR) FOR EACH OF THE TWO PREVIOUS YEARS FOR WHICH DUE DATE FOR FILING OF ITR HAS EXPIRED, ALONG WITH THE INVOICE/BILL SO AS TO FACILITATE NALCO, VERIFY THE APPLICABILITY OF SECTION 206AB

20) 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

21 PARTY TO SUBMIT WARRANTY, FITMENT/ INTERCHANGEABILITY & TEST CERTIFICATE

22 AS EAST COAST RAILWAY SHALL BE SUPPLYING THE MATERIALS FOLLOWING ARE AUTOMATICALLY SATISFYING:

- i. RDSO APPROVAL
- ii. TEST CERTIFICATE REQUIREMENT#

For & On Behalf of  
NATIONAL ALUMINIUM CO.LTD.

# STANDARD TERMS AND CONDITIONS OF REQUEST FOR QUOTATION

1. Quotation shall be made on F.O.R. Destination/Free Delivery at Site basis inclusive of Taxes, Duties Levies. Packing, Forwarding and Freight charges etc., each indicated clearly and separately as per enclosed price bid format. Wherever the Taxes and Duties are not specifically indicated, the prices quoted will be presumed as inclusive of all Taxes & Duties and no statutory variation will be payable by NALCO. The rates of Taxes and Duties should be clearly mentioned. Excise Tariff heading and sub-heading No. should be indicated in the offer. 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 enquiry, loading as specified in enquiry will be done for evaluation of the 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 delivery period will be to supplier's account. Price variation clause if any should be clearly quantified without any ambiguity with ceiling limit.
4. Quotations should preferably be type written and any correction or over writing should be initialed. Rates to be indicated both in words and figures.
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. Sealed quotations in envelope super scribing tender enquiry Number. and due date of opening must be sent by Registered or Speed Post or to be dropped in the Tender Box specified for the purpose. Quotations received after specified date and time are liable to be rejected.
9. Quotation should be valid for a minimum period of 90 days from the date of opening of tender.
10. 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.
11. 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.
12. Printed conditions on the back side of the offers will be ignored.
13. Unless otherwise agreed, payment shall be made within 30 days of receipt & acceptance. For negotiation of documents through bank, bank charges will be borne by the supplier.
14. If the tenderer is unable to quote against the RFQ, 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.
15. 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.
16. State Sales Tax Registration Number and Central Sales Tax Registration Number, if any, must be indicated.
17. 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 Certificate 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.
18. 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 can not 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.
19. 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.
20. Unless otherwise specified the materials will have a warranty of 18 months from the 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.
21. 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.
22. 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.
23. 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 transporter.
24. The tenderer has to comply with the environmental policy of NALCO.
25. 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 events(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.
26. In case of any dispute or difference arising out of the contract which can not 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.