



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4950924
Dated/दिनांक : 20-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-07-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-07-2024 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Mines
Department Name/विभाग का नाम	Materials
Organisation Name/संगठन का नाम	National Aluminium Company Limited, Bhubaneswar
Office Name/कार्यालय का नाम	Materials
Total Quantity/कुल मात्रा	512
Item Category/मद केटेगरी	Anode Locking Clamp
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC), OEM Authorization Certificate *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	4 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
-------------------	----

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). 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 Co.Ltd)

Banker: State Bank of India, Branch: Kandasar (Nalconagar),A/C

No.10657908114,IFSCCODE:SBIN0008279,At/Po.- Kandasar, P.S.- Nalco Nagar, Dist. Angul (ODISHA) Pin-

759145(National Aluminium Co. LtdMaterials, Materials, National Aluminium Company Limited, Bhubaneswar, Ministry of Mines

(National Aluminium Company Limited)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Purchase Preference/एमआईआई खरीद वरीयता

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

MSE Purchase Preference/एमएसई खरीद वरीयता

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

1. 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Anode Locking Clamp (512 pieces)

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

Technical Specifications/तकनीकी विशिष्टियाँ

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

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	SUBHENDU MISHRA	759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	512	285

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

1. Scope of Supply

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

2. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

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**

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

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

5. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. **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](#)

7. **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

8. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG):

THE SUPPLIER SHALL FURNISH A CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG) OF 5% (**FIVE PERCENT**) OF TOTAL BASIC CONTRACT VALUE INCLUDING AMENDMENT IF ANY, **ONLY IN NALCO'S PRESCRIBED FORMAT (ANNEXURE-VII)** FROM ANY BANK APPROVED BY NALCO (ANNEXURE-VI) TOWARDS GUARANTEE/WARRANTY OF ALL THE EQUIPMENT AND COMPONENTS AGAINST TROUBLE FREE OPERATIONS UP TO GUARANTEE PERIOD WITH AN ADDITIONAL CLAIM PERIOD OF THREE MONTHS. I.E. CPBG SHALL REMAIN VALID UP TO 3 MONTHS BEYOND THE GUARANTEE/WARRANTY PERIOD. THE CPBG SHALL BE SUBMITTED WITHIN 30 DAYS FROM THE DATE OF GEM CONTRACT. IF SUPPLIER FAILS TO SUBMIT CPBG AFTER PLACEMENT OF GEM CONTRACT, THE EQUIVALENT AMOUNT SHALL BE RECOVERED FROM THEIR BILL(S). SUBJECT TO ANY DEDUCTION WHICH NALCO IS AUTHORIZED TO MAKE, CPBG SHALL BE RELEASED AFTER SATISFACTORY COMPLETION OF GUARANTEE/WARRANTY PERIOD. ON THE BREACH OF THE CONTRACT BY THE SUPPLIER, CPBG SHALL BE FORFEITED/ENCASHMENT WHETHER OR NOT THE COMPANY HAS SUFFERED A LOSS ON THIS ACCOUNT AND PURCHASE ORDER SHALL BE RESCINDED. FOR FEITURE/ENCASHMENT OF CPBG DOES N

OT PREJUDICE NALCO'S RIGHTS TO MAKE RISK AND COST PURCHASES AND RECOVER DAMAGES ON ACCOUNT OF SUCH RISK AND COST PURCHASES.

2. Delivery Schedule:

- (a) 32 numbers of sample shall be supplied within 60 days of PO placement.
- (b) The performance of sample clamps shall be observed for minimum of 30 days before giving approval for bulk delivery.
- (c) 1st Lot of 240 nos to be delivered within 75 days after sample approval.
- (d) 2nd Lot of 240 nos to be delivered within 150 days after sample approval

3. **Guarantee/Warranty:** The anode locking clamp shall be guaranteed against any manufacturing defects, poor workmanship, and unsatisfactory performance etc. for a period of 18 months from the date of dispatch or 12 months from the date of use whichever is earlier. Any defects in terms of workmanship found after sample/bulk delivery shall have to be repaired (replaced free of cost) as required at site within the guarantee period.
4. Material test certificate from NABL/ Govt. approved lab shall be submitted along with the material for each lot, including the sample.

5. Pre-bid/Pre-contract Agreement (Integrity Pact) & Independent External Monitor:

5.1 The accompanying 'Integrity Pact' attached as Annexure - **Attached herewith as Buyer uploaded ATC document** is to be executed in two (02) Originals. Bidders may submit the Integrity Pact on its company's Letter Head/ A4 size paper, duly signed by the person(s) signing the bid.

5.2 All the pages of the Integrity pact are to be signed by the bidder. Bidders are required to clearly indicate the name and designation of the signatory as well as the name and address of the witnesses. The Bidders should not change the contents of the Integrity Pact.

5.3 The two (2) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in sealed cover to **DGM(MATERIALS), PURCHASE DEPTT., SMELTER PLANT DIVISION, NALCO , ANGUL -759145, ODISHA**. The scanned copy of the Integrity Pact is to be uploaded along with their Online Part - I Bid in GeM portal .

5.4 The two originals of Integrity pact will be signed by the representative of NALCO. One original of the Integrity pact will be retained by NALCO & the other original will be returned to the bidder through Post/Courier.

5.5 At present, there are 03 IEMs in NALCO. They are as below:

(i) Smt. Deepa Krishan IRS (Retd.)
C 2603, Sushant Lok - 1 Gurgaon , Haryana Pin-122002,
E-mail: deepakeishan@gmail.com

(ii) Dr. Meeran C Borwankar IPS (Retd.)
C 10/5, Vasant Vihar, Newdelhi- 110057
E-mail: mcborwankar@gmail.com

(iii) Ms Archana Ranjan IRS (Retd.)
A 4/1, Vasant Vihar, New delhi- 110057
E-mail: ranjan.archana@gmail.com

Note:- (i) Bidder may write to either of the IEMs for their grievances related to Integrity pact, if any, giving details of the tender, name of the tender issuing officer etc. for quick identification of the tender by the IEM to resolve their grievances.

(ii) Only representation in respect of Integrity Pact need to be addressed to the IEMs and no query regarding tender terms and conditions should be address to the IEMs.

(iii)Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials only

6. THE TECHNO-COMMERCIAL CHECKLIST TO BE SUBMITTED MANDATORILY WITH AUTHORIZED SIGNATURE A LONG WITH ONLINE OFFER, BIDDERS SHALL UPLOAD THE DULLY FILLED UP, SIGNED AND STAMPED TECHNICAL COMPLIANCE SHEET-i.e. BIDDERS ACCEPTANCE TO MATERIAL LONG TEXT & SPECIFICATIONS . NON-SUBMISSION OF THE SAME IS LIABLE FOR TECHNO-COMMERCIAL REJECTION OF THE OFFER.
7. ONLY PRINCIPAL VENDOR **M/S. NASKAR'S DELCO MECHANICAL ENGINEERING PVT. LTD.** AND/OR THEIR AUTHORIZED DEALERS/SYSTEM INTEGRATORS/CHANNEL PARTNERS/STOCKIST CAN PARTICIPATE IN THIS TENDER. IN CASE OF PARTICIPATION FROM AUTHORIZED DEALER/SYSTEM INTEGRATORS/CHANNEL PARTNERS/STOCKIST, THEY NEED TO SUBMIT GENUINE AND VALID AUTHORIZATION/DEALERSHIP CERTIFICATE OF THEIR PRINCIPAL VENDOR OR ELSE THEIR OFFER WILL BE LIABLE FOR TECHNICAL REJECTION
8. MANDATORY COMMERCIAL TERMS AS PER GEM PORTAL ARE AS FOLLOWS:
 - a) **PRICE MUST BE QUOTED ON 'F.O.R. , NALCO SMELTER PLANT CENTRAL STORE' BASIS (I.E. INCLUDING P&F CHARGES, FREIGHT CHARGES,INSURANCE CHARGES, GST ETC. IN SUPPLIER'S ACCOUNT). THE QUOTED PRICES IN GEM PORTAL MUST BE INCLUSIVE OF GST (AS APPLICABLE).**

NOTE: Bidders should mention the applicable HSN code and GST rate only for the GST amount INCLUDED in the quoted prices.

b) PAYMENT TERMS:

i) 80% payment shall be released within 10 days of acceptance of materials with certification from Nalco's Engineer-In-Charge. & posting of CRAC, through e-mode.

ii) Balance 20% payment shall be released after successful completion of Guarantee period with certification from Nalco's Engineer-In-Charge.

iii) PAYMENT OF GST ISSUBJECT TO REFLECTION OF YOUR INVOICE/CREDIT OR DEBIT NOTE IN GSTR 2A/ANX-2 (GST NEW RETURN) OF NALCO.

9. BIDDER MUST GO THROUGH THE ATC ATTACHMENT AND COMPLY ALL THE ANNEXURES AND SUBMIT THE SAME ALONG WITH THE OFFER.

10. INCOME TAX / BILLING CLAUSES:

i. UNDER INCOME TAX CLAUSES

(A) FOR SUPPLY CONTRACTS / PURCHASE ORDERS / SUPPLY PORTION OF LSTK 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 PRESCRIBES 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. 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 STATUE AND IS SUBJECT TO MODIFICATION(S) BASED ON AMENDMENTS /NOTIFICATIONS UNDER INCOME TAX ACT, 1961, FROM TIME TO TIME.

(B) FOR OTHER CONTRACTS / ORDERS INCOME TAX TDS, AS APPLICABLE AT THE PREVAILING RATE ON THE GROSS AMOUNT BILLED SHALL BE DEDUCTED FROM THE CONTRACTOR'S BILLS.

ii. UNDER INCOME TAX / BILLING CLAUSES 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.

11. BIDDERS ARE REQUESTED TO SUBMIT THEIR CONTACT DETAILS.

12. **CONSIGNEE ADDRESS:** MATERIALS (CENTRAL STORE) DEPT, SMELTER PLANT DIVISION, NALCO NAGAR ANGUL -759145, GSTIN : 21AAACN7449M1Z9.

THE VENDORS ARE REQUESTED TO ENSURE SUBMISSION OF GEM INVOICE, ORIGINAL INVOICE , CHALLAN COPY, LORRY RECEIPT AND P&F RECEIPT ALONG WITH SUPPLY OF MATERIAL FAILING WHICH MATERIAL WILL NOT BE ACCEPTED.

13. IN CASE OF ANY QUERIES, BIDDERS SHALL CONTACT THE CONCERNED OFFICIALS AS MENTIONED BELOW:

DY GENERAL MANAGER- MATERIALS
EMAIL: gyanendra.jha@nalcoindia.co.in
PHONE: 9437562604

10. 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 कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---