



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5059043  
Dated/दिनांक : 22-06-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-07-2024 10:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-07-2024 10:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (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	1
Item Category/मद केटेगरी	UPGRADATION OF SLCs HARDWARE AND SCADA SYSTEM
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), 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
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	3 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
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### Splitting/विभाजन

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

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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#### Details of the Competent Authority for MII

Name of Competent Authority	SACHIDANANDA JENA
Designation of Competent Authority	GGM(O&M)
Office / Department / Division of Competent Authority	NALCO
CA Approval Number	21
Competent Authority Approval Date	23-03-2024
Brief Description of the Approval Granted by Competent Authority	MII CLAUSE IS NOT APPLICABLE IN THIS TENDER.The indent (PR # 3000010174, Dt: 08.03.2024) is raised for Upgradation of the SLC controller hardware and SCADA system against obsolescence of equipment in Butt and Additional Butt handling System.

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

## UPGRADATION OF SLCs HARDWARE AND SCADA SYSTEM ( 1 set )

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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### Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	70%
Min Cost Allocation for ICT as a % of product cost	6%
Number of days allowed for ICT after site readiness communication to seller	90 Days/दिन

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	SUBHENDU MISHRA	759145, PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR	1	150

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

#### 1. 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 %.

#### 2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and

## Commissioning of Goods

### 3. 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.

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The techno-commercial checklist to be submitted mandatorily with authorized signature along with online offer, non-submission of the same is liable for techno-commercial rejection of the offer.
2. Prices quoted in GeM are inclusive of all cost components i.e. GST, freight, P&F, insurance etc.
3. Vendor should note that tenders in GeM are governed by GeM general terms & conditions (GTC link: <https://gem.gov.in/page/detail/34>) w.r.t. payment term, LD etc. Any other commercial term mentioned by the bidders as an attachment shall be ignored.
4. Commercial terms and conditions will be strictly as per gem portal without any deviations.
5. Vendor should submit bid only if tender additional terms & conditions and GEM general terms & conditions are acceptable.
6. Delivery period mentioned in the tender shall become part of the order. Submission of bid against the tender shall be presumed as acceptance of delivery period. So, different delivery period mentioned anywhere in the attachment will be ignored. Vendor can supply the material on or before the delivery period.
7. 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.
8. 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 d

ate for filing of ITR has expired, along with the Invoice/Bill so as to facilitate NALCO, verify the applicability of Section 206AB.

- f. TERMS OF PAYMENT: a) 70% payment against receipt of materials at site will be considered. b) Balance 30% payment against material portion and complete 100% payment against service portion shall be done within 30 days of completion of commissioning and observation period.
- g. Warranty: Materials should be warranted against defective design, faulty materials of construction, poor workmanship and un-satisfactory performance for a period of 12 months from the date of commissioning. Supplier has to submit the warranty certificate along with the supplies.
- h. Contract cum Performance Bank Guarantee (CPBG) : The Supplier shall furnish a bank guarantee (CPBG) of 5% of order value including amendment if any, in Nalco's prescribed format (enclosed, Annexure6) towards guarantee of supplied material against any defective design, faulty materials of construction, poor workmanship and un-satisfactory performance for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier (plus 03 months claim period) on all the supplied items, from any bank approved by Nalco. The BG shall be submitted within 15 days from the date of PO released by Nalco. If supplier fail to submit CPBG after placement of order, 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 period. On the breach of the contract by the supplier, BG shall be forfeited/ encashed whether or not the company has suffered a loss on this account and purchase order shall be rescinded. Forfeiture/ encashment of BG does not prejudice Nalco's rights to make risk and cost purchases and recover damages on account of such risk and cost purchases. In case of GeM contract, the above said BG shall be sent to the following address within 15 days from the date of PO:- Agreed/Not agreed To, The DGM(Fin.), Finance Deptt., Smelter plant, NALCO, NAlconagar, Angul Odisha-759145
- i. Pre-bid/Pre-contract Agreement (Integrity Pact) & Independent External Monitor: 17.1 The accompanying 'Integrity Pact' attached at Annexure-5 of Tender documents is to be executed in two (02) originals. Bidder may submit the Integrity Pact on its company's Letter Head/ A4 size paper, duly signed by the person(s) signing the bid. 17.2 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. 17.3 The two (2) originals of Integrity Pact signed and stamped on each page by the bidder have to be submitted in sealed cover to the address: GM(Matls.)- Smelter Purchase department, NALCO Smelter Plant, NALCO Nagar, Angul-759145. The scanned copy of the Integrity Pact is to be uploaded along with their Online Part - I - Bid. 17.4 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. 17.5 At present, there is a panel of three Independent External Monitors (IEM) in NALCO. Their contact details are given as below: (i) Dr. Deepa Krishan IRS(Retd.) C 2603, Sushant Lok 1 Gurgaon, Haryana - 122002 Submitted/Not Submitted E-mail: deepakrishan@gmail.com (ii) Dr. Meeran C Borwankar IPS (Retd.) C 10/5, Vasant Vihar New Delhi-110052 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:-  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.  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.  Any clarification regarding the tender details and terms & conditions should be addressed to NALCO's officials only.

A. This Tender is meant for **PAC** bidder i.e. M/s. **Rockwell Automation India Private Limited** only and the Contract shall be awarded to the approved PAC bidder or his authorised dealer/reseller.

The offers of the other bidders shall not be considered against the tender and shall be rejected.

**In case of GeM Contract, the seller is advised to upload the dispatch documents (i.e. Seller's Invoice, GC, TC, FC etc.) in GeM portal & generate GeM Invoice before sending the materials failing which material would not be accepted by consignee at site.**

**For any query contact undersigned:**

Shivkant Verma, Deputy Manager

E-mail: [shivkant.verma@nalcoindia.co.in](mailto:shivkant.verma@nalcoindia.co.in)

**OUR INTERNAL FILE NO : 3 - 10174 E - 89271.**

## **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---**