बिड संख्या/Bid Number: GEM/2026/B/8177758
दिनांक /Dated: 21-10-2026

## बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 11-11-2026 11:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 12-11-2026 11:00:00 |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | 90 (Days) |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Mines |
| विभाग का नाम/Department Name | Materials |
| संगठन का नाम/Organisation Name | National Aluminium Company Limited, Bhubaneswar |
| कार्यालय का नाम/Office Name | Materials |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal | HOD Email id :suryakant.mohanty@nalcoindia.co.in<br>Buyer Email id: virender.kumar@nalcoindia.co.in |
| कुल मात्रा/Total Quantity | 4 |
| वस्तु श्रेणी /Item Category | Online UPS (?10 KVA) With Battery Conforming To IS 16242 (Part 1) (Q2) |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover | No |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover | No |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document<br>*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 |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in) |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 3 |

| बिड विवरण/Bid Details | |
|---|---|
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 5 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| बिड का प्रकार/Type of Bid | Single Packet Bid |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 3 Days |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No |
| Payment Timelines | Payments shall be made to the Seller within **10** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC) |
| मूल्यांकन पद्धति/Evaluation Method | Total value wise evaluation |
| मध्यस्थता खंड/Arbitration Clause | No |
| सुलह खंड/Mediation Clause | Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also |

**ईएमडी विवरण/EMD Detail**

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

**ईपीबीजी विवरण /ePBG Detail**

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

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

**एमआईआई खरीद वरीयता/MII Purchase Preference**

| | |
|---|---|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |

**एमएसई खरीद वरीयता/MSE Purchase Preference**

| | |
|---|---|
| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference | 25 |

**ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details**

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.

## Online UPS (?10 KVA) With Battery Conforming To IS 16242 (Part 1) ( 4 pieces )

| | |
|---|---|
| Bis Required | Yes |

**तकनीकी विशिष्टियाँ /Technical Specifications**

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|---|---|---|
| Performance Parameters | **Rating (in KVA)** | 2 |
| | **Input Voltage (AC, 50 Hz)** | Single Phase, 160V - 260V |
| | **Output Voltage (AC, 50 Hz)** | Single Phase, 230V±1%, |

| विवरण/Specification | विशिष्टि का नाम /Specification Name | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values) |
|---|---|---|
| Construction | **Availability of Inbuilt Isolation Transformer** | Yes |
| Battery/Backup Bank | **Type of Battery** | SMF-VRLA (Sealed Maintenance Free-Valve Regulated Lead Acid) / Stationary Lead Acid Batteries |
| | **Backup Time** | 30.0 **(minute)** |

**Additional Specification Parameters - Online UPS (?10 KVA) With Battery Conforming To IS 16242 (Part 1) ( 4 pieces )**

| Specification Parameter Name | Bid Requirement (Allowed Values) |
|---|---|
| 1. MINIMUM OVERLOAD CAPACITY OF ONLINE UPS: 2. TECHNOLOGY : 3.MINIMUM OVERALL EFFICIENCY: | 1. MINIMUM OVERLOAD CAPACITY OF ONLINE UPS:120% of rating in kva for 10 minutes 2. TECHNOLOGY: IGBT-PWM with inbuilt isolation transformer 3. MINIMUM OVERALL EFFICIENCY: 85% |
| HARMONIC DISTORTION: WARRANTY FOR UPS (YEARS): WARRANTY FOR BATTERY (YEARS): DEGREE OF PROTECTION: | HARMONIC DISTORTION: less than 3% at total load WARRANTY FOR UPS (YEARS): 2(MINIMUM) WARRANTY FOR BATTERY (YEARS): 1(MINIMUM) DEGREE OF PROTECTION: IP20 |
| PROTECTIONS:- | a. Over voltage and under voltage protection B. Short circuit protection C. Overload protection |
| METERING AND INDICATIONS:- | a. The ups shall have lcd/led display for ac input voltage, output ac voltage, current, frequency, battery voltage and current. B. The ups shall have indicators for mains presence, battery charging and discharging, output overload and low battery voltage |

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---|---|---|---|---|
| 1 | SUBHENDU MISHRA | 759145,PURCHASE DEPARTMENT, NALCO SMELTER PLANT, NALCO NAGAR | 4 | 179 |

**Special terms and conditions-Version:3 effective from 17-03-2026 for category Online UPS (?10 KVA) With Battery Conforming To IS 16242 (Part 1)**

1. **1.** In addition to General Terms and Conditions of GeM, the following Special T&C shall be applicable with reference to Installation and Commissioning.

   **Note to Seller:** Installation and Commissioning shall involve all the interconnections, any cabling between power source, switch boards within 3 metre range for input power and connecting Output power

in the Scope of seller.

**Note to Buyer:** Buyer will ensure well ventilated/covered site/room having requisite power points/distribution board to provide input power to UPS as well as to take out power from UPS within 3 metre of the location of UPS placement.

Note: The above is indicative and any incidental requirement related to above responsibilities shall also be considered in the responsibilities of Buyer and Seller as applicable.

**2.** The type of battery shall comply with the relevant BIS/IEC standard. ( IS 15549/IS 13369 for Lead Acid Batteries and IS 16046 (Part 2)/IEC 62133-2 for Lithium-Ion Batteries.)

**3.** The number of batteries to be provided to get the required backup.

Number of Batteries = Total VAH ÷ (Battery Voltage × Battery Capacity).

The Total VAH may be determined as:

Total VAH = 1600 × UPS Capacity (kVA) × Backup Time (hours).

The factor 1600 is a combined efficiency and battery utilisation constant used to determine the Minimum Guaranteed VAH (Volt-Ampere-Hour) for the UPS system as per standard industry practice.

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

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. **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.

3. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

**SECTION-A**

**NIT REF. NO. SMLT/MMP/410/1000075865**

1. **PAYMENT TERM-**

A) 100% PAYMENT SHALL BE RELEASED THROUGH E-MODE WITHIN 10 DAYS OF CRAC.

B) PAYMENT OF GST WILL BE RELEASED SUBJECT TO REFLECTION OF SELLER'S INVOICE IN GSTR 2A/ANX- 2 (GST NEW RETURN) OF NALCO.

**2. T&C-**

1.ONLY OEM OR OEM AUTHORISED VENDORS WILL BE CONSIDERED.

2. THE MATERIAL SHALL BE ACCEPTED AFTER QUALITY INSPECTION AT NALCO STORE.

3.WARRANTY: WARRANTY FOR UPS (YEARS): 2(MINIMUM), WARRANTY FOR BATTERY (YEARS): 1(MINIMUM)FROM THE DATE OF FINAL ACCEPTANCE OF GOODS AT SMELTER CENTRAL STORE.

4.BIDDER NEEDS TO PROVIDE MAKE AND COMPLETE MODEL OF THE OFFERED PRODUCT AND SUBMIT DET AILED TECHNICAL PRODUCT CATALOGUE ALONG WITH THE OFFER TO VERIFY THE CONFORMITY OF ABOVE TECHNICAL SPECIFICATIONS.

5.THE BIDDER SHALL PROVIDE FOLLOWING DOCUMENTS WITH THE OFFER OTHERWISE THE OFFER SHALL NOT BE CONSIDERED.

A)OEM AUTHORISATION CERTIFICATE FOR PARTY OTHER THAN OEM:

B)MENTION MAKE AND MODEL OF THE OFFERED PRODUCT.

B)COMPLETE TECHNICAL SPECIFICATION OF THE OFFERED PRODUCT.

C)DULY FILLED AND SIGNED TECHNICAL CONFIRMATION SHEET.

6.DOCUMENTS AND ACCESSORIES TO BE SUPPLIED WITH THE MATERIAL

A) VALID BIS LICENSE / CERTIFICATE SHOWING THE EXACT MODEL NUMBER OFFERED.

B) THE SUPPLIER MUST PROVIDE AN AUTHENTIC TYPE TEST REPORT / TEST CERTIFICATE FROM A

GOVERNMENT-APPROVED LABORATORY OR AN NABL-ACCREDITED LAB FOR THE MODEL OFFERED.

C)WARRANTY CERTIFICATE OF THE PRODUCT

7.THE DELIVERY PERIOD SHALL BE WITHIN 179 DAYS FROM THE DATE OF PLACEMENT OF PO.

## SECTION-B

**1. PRICE BASIS:** PRICE IS TO BE QUOTED FIRM AND FIXED FOR NALCO SMELTER STORES BASIS INCLUDIN G ALL COST COMPONENT I.E. P&F, FREIGHT & TRANSIT INSURANCE, GST ETC.

**2. INCOME TAX CLAUSE:**

A. IN COMPLIANCE TO INCOME TAX ACT, U/S 206AB & 206CCA COMPANY WILL CHECK THE FILING OF INCO ME TAX RETURN FOR EACH OF THE TWO PREVIOUS FINANCIAL YEARS FOR WHICH DUE DATE FOR FILLING OF INCOME TAX RETURN HAS EXPIRED AND ALSO CHECK LINKING OF PAN WITH AADHAAR AS REQUIRED U NDER THE ACT, WITH THE HELP OF FACILITY PROVIDED BY INCOME TAX DEPARTMENT FOR DECIDING THE TDS %. HOWEVER THIS IS AS PER CURRENT STATUS AND IS SUBJECT TO MODIFICATION BASED ON FURTH ER NOTIFICATION ON THE SUBJECT BY GOVT. OF INDIA UNDER INCOME TAX ACT.

B. NALCO, BEING (BUYER (UNDER SECTION 194Q INSERTED IN THE INCOME TAX ACT, 1961 VIDE FINANCE ACT2021) HAVING TOTAL SALES, GROSS RECEIPTS, OR TURNOVER FROM BUSINESS ABOVE RUPEES TEN C RORE DURING THE LAST FINANCIAL YEAR, WILL DEDUCT TDS UNDER SECTION 194Q, W.E.F. 01.07.2021, A T THE PRESCRIBED RATE OF 0.1% ON THE PURCHASE VALUE OF ANY GOODS, AGGREGATE OF WHICH IS E XCEEDING THE THRESHOLD LIMIT OF RS. 50 LAKH IN A FINANCIAL YEAR. ACCORDINGLY, VENDOR/SELLERS ARE NOT TO COLLECT TAX AT SOURCE UNDER SECTION 206C (1H) OF THE ACT W.E.F. 01.07.2021, IN CAS E PROVISIONS OF SECTION ARE APPLICABLE TO THEM.

**3. DEBAR VENDORS:** THE BIDDERS WHO ARE ON HOLIDAY / NEGATIVE LIST OF NALCO AS ON DUE DATE OF SUBMISSION OF BID / DURING THE PROCESS OF EVALUATION OF THE BIDS, THE OFFERS OF SUCH BIDD ERS SHALL NOT BE CONSIDERED FOR BID OPENING/ EVALUATION/AWARD.

**4. WEIGHMENT TOLERANCE:** IN CASE OF WEIGHTMENT ITEMS, MATERIAL WILL BE WEIGHED AND ACCEPTED AS PER WEIGHMENT RECORDED AT SMELTER PLANT WEIGHBRIDGE, WITH A TOLERANCE OF +/- 0.5%

**5. MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH THE BIDS**

FOLLOWING DOCUMENTS MUST BE SUBMITTED ALONG WITH THE BIDS, FAILING WHICH, BIDS MAY BE LIAB LE FOR REJECTION.

A. ALL NECESSARY DOCUMENTS RELATED TO BIDDERS' PRE QUALIFICATION CRITERIA (PQC) COMPL

ETE IN ALL RESPECT, WHEREVER APPLICABLE. IT MAY BE NOTED THAT, AFTER SUBMISSION OF THE BID, O NLY RELATED SHORTFALL DOCUMENTS MAY BE ASKED FOR AND CONSIDERED. FOR EXAMPLE, IF THE BIDD ER HAS SUBMITTED A SUPPLY/ WORKS ORDER/CONTRACT DOCUMENT WITHOUT ITS COMPLETION/PERFOR MANCE CERTIFICATE, THE CERTIFICATES CAN BE ASKED FOR AND CONSIDERED. HOWEVER, NO NEW SUPP LY /WORKS ORDER/CONTRACT DOCUMENT SHALL BE CONSIDERED TO QUALIFY THE BIDDER.

B. DULY FILLED “TECHNICAL CONFIRMATION SHEET” ATTACHED UNDER “BUYER SPECIFICATION DO CUMENT” AND “CONFIRMATION TO COMMERCIAL TERMS, ATC & GTC” ATTACHED UNDER “BUYER UPLOAD ED ATC DOCUMENT”.

C. EARNEST MONEY DEPOSIT (EMD) ON OR BEFORE BID END DATE AND TIME, WHEREVER APPLICAB LE.

D. DULY FILLED ANNEXURES ATTACHED UNDER “BUYER UPLOADED ATC DOCUMENT”.

E. DULY FILLED INTEGRITY PACT (IP), WHEREVER APPLICABLE.

F. ANY DOCUMENT WHICH NEEDS TO BE CERTIFIED BY A PRACTICING CHARTERED ACCOUNTANT (C A) OR COST ACCOUNTANT (CMA/CWA) AS PER TENDER REQUIREMENT, MUST BEAR A VALID UDIN, WITHO UT WHICH, THE DOCUMENT WILL NOT BE ACCEPTED.

G. ANY OTHER DOCUMENTS MENTIONED ELSEWHERE, WHICH IS A PART OF BID EVALUATION.

**6. MANDATORY DOCUMENTS TO BE SUBMITTED ALONG WITH THE SUPPLY**

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED ALONG WITH EACH SUPPLY/CONSIGNMENT. MATERIA L RECEIVED WITHOUT THE MANDATORY DOCUMENTS SPECIFIED BELOW SHALL NOT BE PERMITTED ENTRY INTO THE PLANT PREMISES.

A. CONTRACT COPY.

B. GEM INVOICE AND GST TAX INVOICE COPY. MATERIAL SHALL NOT BE ALLOWED ENTRY INTO THE PLANT PREMISES WITHOUT A VALID GEM INVOICE.

C. LORRY RECEIPT (LR) COPY.

D. E-WAY BILL (WHEREVER APPLICABLE, AS PER PREVAILING GST RULES).

E. GUARANTEE/WARRANTY CERTIFICATE (WHEREVER REQUIRED).

F. TEST CERTIFICATE (WHEREVER REQUIRED).

G. PRE DISPATCH INSPECTION (PDI) REPORT (WHEREVER REQUIRED).

H. ANY OTHER DOCUMENTS SPECIFICALLY MENTIONED ELSEWHERE DURING THE TENDER.

I. THE VEHICLE CARRYING THE MATERIAL SHALL HAVE ALL STATUTORY DOCUMENTS VALID AND UP TO DA TE, INCLUDING BUT NOT LIMITED TO:

- VALID DRIVING LICENSE OF THE DRIVER
- VALID POLLUTION UNDER CONTROL CERTIFICATE (PUCC)
- REGISTRATION CERTIFICATE (RC) COPY OF THE VEHICLE
- VALID INSURANCE CERTIFICATE
- VALID ROAD TAX/PERMIT, WHEREVER APPLICABLE

**NON-SUBMISSION OF THE ABOVE DOCUMENTS, OR SUBMISSION OF EXPIRED/INVALID DOCUME NTS, SHALL RENDER THE VEHICLE/MATERIAL LIABLE TO BE DENIED ENTRY INTO THE PLANT PR EMISES. NALCO SHALL NOT BE HELD RESPONSIBLE FOR ANY DELAY ARISING OUT OF SUCH SHO RTFALL/NON-COMPLIANCE ON THE PART OF THE SUPPLIER/TRANSPORTER**.

**7. PROCEDURE FOR CLARIFICATION (PRE/POST BID OPENING)**

A. ANY CLARIFICATION/REPRESENTATION AGAINST THE BID DOCUMENT PRIOR TO BID OPENING, SH ALL BE SOUGHT BY THE BIDDERS ONLINE IN THE GEM PORTAL I.E., THROUGH THE GEM REPRESENTATION

WINDOW ONLY. QUERIES/CLARIFICATIONS/REPRESENTATIONS WHICH ARE RECEIVED THROUGH ANY MODE OTHER THAN GEM PORTAL (OFFLINE MODE OR E-MAIL, ETC.) WILL NOT BE CONSIDERED/ENTERTAINED.

B. DURING BID EVALUATION, ANY CLARIFICATION/SHORTFALL DOCUMENTS SHALL BE SOUGHT ON GEM PORTAL THROUGH CLARIFICATION WINDOW. BIDDERS MUST SUBMIT THE SAME ON THE PORTAL.

C. THROUGH THE REPRESENTATION WINDOW FOR REJECTED BIDDERS, A BIDDER CAN SUBMIT THEI R REPRESENTATION REGARDING A WRONG EVALUATION OF THEIR BIDS.

**8. CONTACT PERSONS FOR TENDER QUERIES, MATERIAL RECEIPT, CRAC & PAYMENT:**

FOR TENDER RELATED QUERIES:

MS. VIRENDER KUMAR, PURCHASE. MAIL: VIRENDER.KUMAR@NALCOINDIA.CO.IN.

FOR RECEIPT OF MATERIALS AND CRAC:

**FOR SPARES AND EQUIPMENT:**

MR. SUBHENDU MISHRA, MANAGER (MAT.), CENTRAL STORE. MAIL: SUBHENDU.MISHRA@NALCOINDIA.CO.I N.

**FOR RAW MATERIALS:**

MR. C S NAYAK, DM (MAT), CENTRAL STORE. MAIL: CHANDRA.NAYAK@NALCOINDIA.CO.IN

FOR PAYMENT:

SELLER'S NAME STARTING WITH ALPHABETS A TO L: MS. SANDEEP SAH, MGR (FIN.), MAIL: SANDEEP.SAH@ NALCOINDIA.CO.IN

SELLER'S NAME STARTING WITH ALPHABETS M TO Z: MR. J.K. JENA, AM (FIN.), MAIL: JNANENDRA.JENA@NA LCOINDIA.CO.IN

**9. CONSIGNEE**: GM (MAT), CENTRAL STORE, NALCO SMELTER PLANT, ANGUL -759145, ODISHA.

**10. ADDRESS FOR SUBMISSION OF DD/CHEQUES/BG:**

IF ORIGINAL CPBG/EMD/SD IS TO BE SUBMITTED IN FORM OF DD/CHEQUE, ORIGINAL MUST BE SENT TO: **G M (FINANCE), NALCO SMELTER PLANT, ANGUL-759145, ODISHA** . GEM BID/ CONTRACT NUMBER AL ONG WITH SUBJECT OF THE BID MUST BE MENTIONED ON THE ENVELOPE.

IN CASE OF ON-LINE PAYMENT, BIDDER MUST SUBMIT PAYMENT UTR NO. WITH TRANSACTION DETAILS OV ER E-MAIL TO BID INVITING AUTHORITY:VIRENDER KUMAR (AM) / E-MAIL: VIRENDER.KUMAR@NALCOINDIA. CO.IN FOR FURTHER VERIFICATION/CONFIRMATION.

**11. ORDER OF PRECEDENCE:**

IN CASE ANY CONFLICT IN THE TERMS & CONDITIONS OF THE TENDER, FOLLOWING DOCUMENTS SHALL B E CONSIDERED IN THE CHRONOLOGICAL ORDER OF PRECEDENCE:-

I. TECHNICAL SPECIFICATIONS (ATTACHED AT BUYER SPECIFICATION DOCUMENT)

II. AGREED TERMS & CONDITIONS (ATC)

III. GEM GENERAL TERMS & CONDITIONS (I.E. GEM GTC)

IV. GENERAL CONDITIONS OF CONTRACT OF NALCO (I.E. GCC) (IF APPLICABLE)

**12. BANK MANDATE**: BANK MANDATE FORM IS ATTACHED IN BUYER ADDED DOCUMENT. BIDDER(S) 'NO T REGISTERED' WITH NALCO NEED TO SUBMIT THE 'BANK MANDATE FORM AND A CANCELLED CHEQUE AL ONG WITH THE OFFER DOCUMENTS. IN THE ABSENCE OF A SEPARATE BANK MANDATE, IT SHALL BE DEEM ED THAT ALL PAYMENTS UNDER THE RESULTING ORDER WILL BE RELEASED TO THE BANK ACCOUNT DETA

ILS AVAILABLE ON THE GEM PORTAL.

**13. DELIVERY AND LIQUIDATED DAMAGES & ALTERNATIVE ARRANGEMENTS:** DELIVERY PERIOD IS THE ESSENCE OF THE CONTRACT AND THE MATERIALS SHOULD BE DISPATCHED WITHIN THIS TIME, FAILIN G WHICH, NALCO WITHOUT PREJUDICE TO ITS RIGHTS UNDER THE CONTRACT SHALL HAVE THE OPTION EI THER TO RECOVER LIQUIDATED DAMAGES @ 1/2% OF ORDER VALUE PER WEEK OR PART THEREOF SUBJE CT TO A MAXIMUM OF 5% OF THE UNDELIVERED PORTION/ THE ORDER VALUE (IF THE ITEM(S) CANNOT B E USED UNLESS FULL SUPPLY IS MADE) OR TO CANCEL THE ORDER AND PURCHASE THE MATERIALS FROM ALTERNATIVE SOURCE AT THE RISK AND COST OF THE SUPPLIER.

LIQUIDATED DAMAGES WILL BE CALCULATED ON THE BASIS OF CONTRACT/ SUPPLY ORDER PRICE OF SER VICES/ MATERIALS EXCLUDING DUTIES AND TAXES, WHERE SUCH DUTIES/ TAXES HAVE BEEN SHOWN SEP ARATELY IN CONTRACT/ SUPPLY ORDER. LD SHALL BE RECOVERED ALONG WITH APPLICABLE GST THEREO N.

IF THE SELLER FAILS TO FULFIL THE TERMS AND CONDITIONS OF THE ORDER, NALCO SHALL HAVE THE RI GHT TO PROCURE THE MATERIALS FROM ANY OTHER PARTY FOR EXECUTION/ COMPLETION OF THE CONT RACT AND RECOVER FROM SELLER ALL CHARGES/ EXPENSES/ LOSSES/ DAMAGES SUFFERED BY NALCO, AT THE RISK AND COST OF THE SELLER AFTER GIVING 15 DAYS' NOTICE TO THE SELLER. THIS WILL BE WITHO UT PREJUDICE TO THE RIGHTS OF NALCO FOR ANY OTHER ACTION INCLUDING TERMINATION.

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4. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

## अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.

11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

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।/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.

**---धन्यवाद/Thank You---**