

**NOTICE INVITING TENDER (NIT)  
NATIONAL ALUMINIUM COMPANY LIMITED,  
CORPORATE OFFICE, P-1, NAYAPALLY,  
NALCO BHAWAN, BHUBANESWAR - 751013**

**SUB: PROCUREMENT OF APPLE IPAD AND ACCESSORIES AT NALCO CORPORATE  
OFFICE, BHUBANESWAR.**

Dear Sir,

We are pleased to issue the tender documents comprising the following:

1. Instructions to Bidders (Annexure-A)
2. Technical Specification (Annexure-B)
3. Proforma for SA-8000 (Annexure –C)

Please ensure submission of tenders in time and complete in all respects.

Thanking you,

**Yours faithfully,  
For NATIONAL ALUMINIUM COMPANY LIMITED**

## 1. INSTRUCTION TO BIDDERS

- a) The bids are to be submitted online before the bid due date and time through GeM Government e Marketplace ([www.gem.gov.in](http://www.gem.gov.in)) In case of any difficulty in submission of online bid through GeM portal, the bidders are requested to contact the helpdesk of GeM portal at their mail ID helpdesk [gem@gov.in](mailto:gem@gov.in).
- b) In order to be able to participate in our Online tender you need to register themselves in GeM Portal ([www.gem.gov.in](http://www.gem.gov.in)).
- c) Bidders are required to submit their online bid in GeM Portal. Please note that only online bids will be considered.
- d) The bid submitted should be un-ambiguous and complete information should be furnished in the tender. No correspondence, whatsoever until & unless called for by the buyer, shall be entertained after due date and time of receipt of tender and any uncalled for communication received later from the tenderer /agents will be ignored. Bidders will be responsible for the authenticity of the documents/information submitted against the tender. In case any information provided by bidder is found to be incorrect or false, the bid will be liable for rejection and actions will be taken as deemed fit.
- e) Nalco shall not take any responsibility for delay in on-line submission of tender after scheduled date & time. Offers incomplete in any respect will be summarily rejected.
- f) Bidders are not allowed to take any deviation to the specifications and terms and conditions of NIT or make any unsolicited/qualifying remark/conditions in the offer. In the event of any deviation to the specifications and terms and conditions or any unsolicited remark/conditions in the tender, the tender shall be outrightly rejected, unless such deviation are removed unconditionally as communicated by the buyer. No correspondence in this regard will be entertained. **The GeM bid will have a 'Nil Deviation' condition because the GeM Portal does not allow for any price implications or the loading of financial factors due to commercial deviations.**
- g) The Un-price (Part-I) bid will be opened on scheduled date for opening of tender for techno-commercial evaluation. The price bids of techno-commercially qualified bidders shall only be opened on a later date. The date & time of opening of price bid shall be intimated to the qualified bidders.
- h) Bidder to note that a firm price for supply from the date of order during entire contract period.
- i) Specification stipulated by NALCO shall be considered as minimum requirement which has to be fulfilled by the Bidder.
- j) Vendors to bring all necessary tools and equipments and also arrange necessary logistics and labour if required while carrying out the installation and support jobs.
- k) Vendor to take all necessary safety precautions and responsibilities of any such breach while carrying out the job.
- l) REPLACEMENT OF DAMAGED MATERIAL :  
  
In the event of any material being found damaged during transit, the seller shall replace such damaged material with the material of ordered quality within one month of receiving an intimation in this regard from the Buyer, as per the Purchase order price and such replaced material shall be duly guaranteed as per terms and conditions stipulated herein before.
- m) We are SA 8000 certified company. It is expected that our suppliers/service providers confirm to the requirements of this international standard SA8000-2008. The survey questionnaire (attached) may please be filled & sent along with the bid document (Annexure-E).

- n) Purchase Preference to Class-I suppliers shall be applicable as per PPP-MII Order, 2017 & subsequent amendments thereof.

## 1. TAXES AND DUTIES IN INDIA

The taxes & duties shall as per the payment terms mentioned in this document / Purchase Order. The following provisions of GST shall be applicable:

### 1.1. GOODS & SERVICES TAX

- 1.1.1. Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the goods and/or services applicable to invoices raised on NALCO within the contractual delivery date / contractual completion period (including extension approved if any) shall be on NALCO's Account against submission of documentary evidence.
- 1.1.2. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date / contractual completion period shall be to the Vendor's Account.
- 1.1.3. It would be the responsibility of the Vendor to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Vendors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number (GSTIN) along with NALCO's GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime.
- 1.1.4. The Vendor would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected / disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or non-compliance of tax laws by the Vendor by issuance of suitable credit note to NALCO. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.
- 1.1.5. Tax element on any Debit Note / Supplementary invoice, raised by the Vendor will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Purchase Order terms and conditions. Vendors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- 1.1.6. The Vendor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Vendor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- 1.1.7. In case NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the Vendor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case Vendor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- 1.1.8. NALCO shall reimburse GST levied as per invoice issued by the Vendor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- 1.1.9. To enable NALCO to avail ITC, the Vendor shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.

- 1.1.10. The HSN / SAC Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- 1.1.11. In case, NALCO is not able to take Input Tax Credit due to any noncompliance/default/negligence of the Contractor, the same shall be recovered from the pending bills/dues (including any security available with NALCO).
- 1.1.12. Vendor shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of Vendor's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.
- 1.1.13. Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- 1.1.14. The Vendor shall ensure that all the required documents as per the GST regulations are furnished to NALCO with their invoices failing which NALCO shall not make any reimbursement of such GST.
- 1.1.15. The applicable GST for site supervision training services by Foreign Service Provider shall be borne by NALCO on reverse charge basis.
- 1.1.16. Nalco's GST numbers are as follows:

**Corporate Office: 21AACN7449M1Z9**

## **1.2. DEDUCTION OF INCOME TAX AND TAX DEDUCTION AT SOURCE (TDS) UNDER GST**

- 1.2.1. Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the Vendor's bills (wherever such deduction is applicable).
- 1.2.2. As per section 51 of CGST Act 2017, to read with Notification No. 33/2017-Central Tax, dated 15.09.2017, NALCO shall deduct at source @ 1% CGST & @ 1% SGST for intra state transactions and @2% IGST in the case of interstate transactions from the payment made and credited to the supplier of taxable goods and/or services, provided if the contract value is more than Rs.2,50,000/-. This deduction is applicable from the date to be notified by the Government. The value of supply shall be taken as the amount excluding CGST, SGST, UGST and Cess indicated in the invoice.

## **1.3. INCOME TAX**

- 1.3.1. The Vendor shall be exclusively responsible and liable to pay taxes on income comprised in all or any payments arising out of the Purchase Order, whether payable/paid in India or in any other jurisdiction and quoted prices shall be inclusive of Income Tax.
- 1.3.2. Income tax (if applicable) shall be deductible at source by NALCO on all payments to be made to the Vendor. However, for payments (for services) made to Foreign Bidders in Foreign Currency, the applicable Withholding Tax shall be borne by NALCO on grossing up basis. As per extant provisions of Income Tax Act and Rules made there under following documents are mandatory for this purpose (a) Tax Residency Certificate (TRC) issued by the competent authority of the country of residence of the Vendor (b) Form 10F as described in Income Tax Rules, 1962 and (c) Permanent Account Number (PAN) or a declaration in specified format in lieu of Permanent Account Number (PAN).
- 1.3.3. The Indian Income Tax Act and rules made there under contains provisions permitting deduction of tax at a lesser rate if the Vendor is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the OWNER with the Income Tax Authorities in India and will not be adjustable by the OWNER. It is therefore in the interest of the Vendor that prior to release of any payment due to the Vendor under the Purchase Order, the Vendor obtains, from the relevant Income

Tax Authorities in India, a certificate specifying the rate of deduction/withholding of Income tax at source, failing which, payment to the Vendor shall be made by the Nalco after Withholding/deduction at the highest rate as may be applicable to the non-resident contractors as per Provisions of Income Tax Act, 1961.

#### **1.4. NEW TAX AND STATUTORY VARIATION IN TAXES AND DUTIES**

- 1.4.1. If any new taxes or duties (including any increase in rate of any existing taxes or duties) are levied in India after the date of submission of bids/ revised price bids (whichever is later) and within the Contractual delivery / completion period or any extension thereof by NALCO, on any payments due to the Vendor under the Purchase Order , other than tax on income, wealth or profits of the Vendor , the OWNER shall reimburse the Vendor the amount of such taxes or duties lawfully paid and borne by the Vendor against proof of payment.
  
- 1.4.2. If there is any increase in taxes or duties or if any new taxes or duties are levied in India after the contractual delivery / completion period, such increase in taxes or duties or such new taxes or duties shall be to the Vendor's account only.

**2. TECHNICAL SPECIFICATION**

- **Apple iPad WiFi, Cellular**  
Apple make 13" iPad Pro Wi-Fi + Cellular 2 TB with nano-texture glass-Space Black  
As per Below Technical Specification  
13" iPad Pro Wi-Fi + Cellular 2TB with nano-texture glass - Space Black- Part No-MWT13HN/A
- **Apple Care**  
Apple Care+ for iPad Pro 13# (M4) (Default 1 year + 1 year + 1 year)- Part No- SM2W2HN/A
- **Magic Keyboard**  
Magic Keyboard for iPad Pro 13" (M4) - US English – Black-Part No- MWR53HN/A
- **Apple Pencil Pro**  
Apple Pencil Pro -Part No-MX2D3ZM/A
- **Anti-scratch & Smudge Proof Tempered glass**  
Anti-scratch & Smudge Proof Tempered glass
- **AirPods**  
AirPods Pro 2 with AppleCare+ for Headphones - AirPods Pro -Part No- MTJV3HN/A

**From Authorised Vendors with OEM MAF.**

***For the instant case, tender evaluation is done as a whole i.e., on an overall L1 basis and not on individual item wise.***

- 3.** The contract duration shall be **45days** from the date of Purchase Order. Delivery Address is tabulated below:-

NALCO Corporate Office,  
NALCO Bhawan, P/1, Nayapalli, Bhubaneswar,  
Odisha, Pin-751013.

**4. Payment Terms:**

**100% payment shall be released within 10days against EIC certification of acceptance of total material at delivery location.**

***Payment of GST is subject to the reflection of invoice in GSTR-2A/Anx-2 (GST New Return) of NALCO. A mail intimation of payment of GST to buyer after completion of GST payment.***

- 5.** All other terms and conditions are as per GEM Terms & Conditions.

**Social Accountability 8000 Compliance Format**

**A. Basic information**

<b>Name of the organization</b>			
<b>Address</b>			
<b>Telephone No</b>			
<b>Name of the Proprietor</b>			
<b>Nature of Business</b>			
<b>License Number and date of expiry</b>			
<b>Employees</b>	<b>Staff (Total Number)</b>	<b>Workmen</b>	<b>(Total Number)</b>
• Permanent			
• Casual			
• Badli			
• 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
- Are you certified for SA 8000? Yes/No  
If Yes, please submit a copy of SA8000 Certificate along with this filled up questionnaire
- Have you undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No  
If yes, please submit a copy of Code of Conduct Audit Report Along with this filled up questionnaire

Have your sub-suppliers been certified for SA 8000? Yes/No

Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? 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

▪ If not, do you get the facilities from NALCO 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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▪ In case 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 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 to directly employed 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

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 information are correct.

Signature:

Designation:

Date

Seal of the organization