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TENDER No.: CPP/T&C/805/MC-5307/NIT/2024/203

NOTICE INVITING TENDER (NIT)

RFP No:

CPP/T&C/805/MC-5307/NIT/2024/203

DATE: 29.02.2024

SUB:

REPAIR & MAINTENANCE OF WATER SUPPLY & SANITARY WORK FOR CPP, FOR THE YEAR 2023-2025



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TENDER No.:

ANNEXURE-A8

GENERAL GUIDELINE TO BIDDER ON REVERSE AUCTION (APPLICABLE)

- 1. The techno-commercially qualified bidders shall be eligible to participate in Reverse Auction Process.
- 2. <u>The price bids of techno-commercially qualified bidders shall be opened as per schedule in the</u> <u>tendering portal(CPPP). The commencement of reverse auction shall be scheduled in CPP Portal &</u> <u>the reverse auction window shall remain open for minimum one hour from the start time.</u>
- **3.** If a bidder does not participate in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The inter-se position of the said bidder shall be considered based on their position on completion of reverse auction.
- 4. Starting bid price shall be the L-1 offer price received against the tender.
- 5. Bid Decremental Value shall be as defined & indicated in auction creation form of CPP Portal.
- 6. Auto Extension Time shall be fixed at 10 Minutes
- 7. Other relevant parameters shall be displayed in the CPP Portal reverse auction window.
- 8. CPP Portal Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all.
- 9. Auction flow is started and is closed after completion of the process. Once the Auction process is initiated the system takes over for auto auction activity. Then, comparison chart is generated.
- 10. The bidders to participate in tender-cum-auction process in CPP Portal, has to log into CPP Portal (i.e. <u>https://eprocure.gov.in/eprocure/app</u>) with DSC to access the application and quote from their own offices/place of their choice. Once logged in, the software gives them a platform to place bids.
- 11. All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The bid values submitted by the bidder are digitally signed by the bidders before submitting. The bidder, after initial submission of a bid, cannot subsequently increase the bid. They can only reduce their bid by the minimum permissible decrement or its multiples. The last bid submitted by the bidder in the Reverse Auction will be considered as the valid price bid offered by that bidder and will be the basis for evaluation / acceptance by Nalco.
- 12. System displays L1 landed price in auction creation form and the same will be the 'start bid' price.
- 13. **Elapsed time:** Shall be fixed at ten minutes. There will be auto extensions of time, every time, (by ten minutes) in case of any reduction recorded in the last auto-extension-time-duration. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- 14. **Maximum Seal Percentage:** It is the maximum reduction that can be allowed in the bidding process in a single go. Higher reduction will not be allowed by the system. This protects any possible mistakes by bidders. For any higher discount, the bidder has to repeat the action and the system allows it.
- 15. Only the chronologically last bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted earlier by the bidder prior to submission of his last bid will not be considered as valid price bid.
- 16. Final BOQ-Comparative-Chart is generated from the system, by freezing the tender at the end of reverse auction process. This chart contains original offer and L1 auction price details. The log details of the entire reverse auction process will be generated by the system once the process of reverse auction is completed. The above information can also be accessed by the participating bidders, once the reverse auction is completed.
- 17. In case of disruption of service at the CPP Portal end during Reverse Auction Process, the Reverse Auction Process will start all over again. In such a situation, the last recorded lowest price of prematurely ended Reverse Auction Process, will be the 'Start Bid' price for the restarted process.

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Disruption and restarting of Reverse Auction Process shall be intimated to all the bidders through system/SMS/e-mail through CPP Portal. All the stipulations of pre-maturely ended Reverse Auction Process will be applicable to the restarted process.

- 18. Bidders at their own interest should ensure uninterrupted internet connectivity at their end during the reverse auction with necessary backups to take care of any connectivity problem.
- 19. Bid Decremental Value & Maximum Seal Percentage shall be uploaded in CPPP keeping in view the L-1 price.In order to have trouble –free elementary level reverse auction process, NALCO reserves the right to make any changes, as deemed fit.



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ANNEXURE A9

PREFERENCE TO MAKE IN INDIA ORDER NO. P-45021/2/2017-PP(BE-II),DTD: 16.09.2020

- 1.0 The bidders are requested to go through the GoI Order No: P-45021/2/2017-PP(BE-II), DTD: 16.09.2020 for the purpose of Purchase Preference on the basis of Local Content and submit the Declaration by the Bidder accordingly.
- 2.0 For the purpose of this order dtd. 16.09.2020:-
- 2.1 Local content means the **amount of value added in India** which shall, unless otherwise prescribed by the nodal ministry, **be the total value of the item procured** (excluding net domestic indirect taxes) **minus the value of imported content in the item** (including all customs duties) **as a proportion of the total value, in percent**.
- 2.2 Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined at cl. 2.1 above.
- 2.3 Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 20% but less than 50%, as defined at cl. 2.1 above.
- 2.4 Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than 20%, as defined at cl. 2.1 above.
- **2.5** 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I Local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% against the tender.
- **3.0** Subject to the provisions of the above order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I Local supplier' in procurement undertaken by procurement entities in the manner specified here under:-

<u>CASE-I (FOR DIVISIBLE QUANTITY</u>): All the provisions of the order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference.

However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned in the tender document shall take precedence over the purchase preference against the above mentioned order (to be mentioned, if applicable).

- 4.1 In the procurement of goods or works which are divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
 - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract of full quantity will be awarded to L1.
 - b) If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter. the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I Local supplier', within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and the contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I Local supplier, then such balance quantity may also be ordered on the L1 bidder.
- 4.2 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.



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<u>CASE-11(FOR NON-DIVISIBLE QUANTITY</u>): All the provisions of the order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference.

- 4.3 In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
 - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - b) If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.
 - c) In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 4.4 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

5.0 Verification of local content.

- **5.1** The 'Class-I local supplier'/ 'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format attached/enclosed below.**
- **5.2** In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class II- local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- **5.3** Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- 6.0 <u>Only "Class-I local suppliers and Class-II local suppliers"</u>, as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.

=====XXXX=====

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(Declaration by the bidder on their letter head)

To, GM (T&C), M/s. National Aluminium Company Limited, Captive Power Plant Dist.-Angul, Odisha-759145

Sub: Declaration of % of Local content along with the place of value addition. (Ref. No: GoI order No: P-45021/2017-PP (BE-II), Dated: 16.09.2020)

Tender Ref. No:

Dear Sir,

We,	M/s.	having its	office at
			_(address)

hereby confirm that the offered product has___% of the local content.

Following is/are the location(s) at which local value addition is made:

Yours sincerely,

Signature
Name:
Designation:
Contact No.:

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ANNEXURE-A10

Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and ORDER NO:F.No.6/18/2019-PPD DATED 23/07/2020 & 24/07/2020

DEFINITIONS

- 1. GOI vide Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India.
- 2. "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process
- 3. "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

Note: "Beneficial owner" for the purpose of above paragraph (3) will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

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- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- vi. "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 is a person employed to do any act for another, or to represent another in dealings with third persons.

Rule: Following shall be complied by the Bidders of the said countries while submitting bids.

- A) Any bidder from a country who shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the <u>Competent Authority</u>. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs. This order shall also not apply to procurement by Indian missions and by offices of government agencies / undertakings located outside India.
- B) The Bidder shall have to submit declaration / certificate as per the attached Format towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. B)
- C) For works contracts, including Turnkey contracts, the successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "Contractor from a country which shares a land border with India" shall be as in paragraph (3) above.

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Format for Declaration towards Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 .

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
- 3) I certify that M/s(name of bidder entity) is not from such a country or, is from such a country (strike out whichever is not applicable), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].

AUTHORISED SIGNATURE:

DATE: _____

Seal / Stamp of Bidder



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ANNEXURE-C 1

FORWARDING LETTER AND UNDERTAKING

From:

To Tender Inviting Authority National Aluminium Company Ltd.

Sub: Letter of Undertaking.

- 2. We here by confirm that we have downloaded the complete set of tender documents along with the set of enclosures hosted in <u>www.eprocure.gov.in</u> website. We confirm that the bid document has not been edited or modified by us. In case, it is observed by NALCO that the bid document has been edited or modified, we agree for the rejection of the bid by NALCO.
- 3. We undertake, if our tender is accepted, to commence the work from the effective date of contract and to carry out work as stipulated in the contract
- 4. We have submitted the Earnest Money Deposit (EMD) amount through DD/BC/PO/BG as instructed by you.
- 5. We agree to abide by this Tender initially for a period as mentioned at point -7 of F-02 form as validity of offer from the date of opening of Tender and it shall remain binding on us and may be accepted at any time before the expiry of that period
- 6. Further we agree to the Pre-Contract Integrity Pact which is part of this tender and has signed the Pre Contract Integrity Pact as at Annexure-C21 duly filled up for further necessary action at your end.
- 7. Should this Tender be accepted, we hereby agree to abide by and fulfill all Terms and Conditions of Tender Document as accepted by us and in default thereof, to forfeit and pay to NALCO such sums of money as stipulated in conditions contained in Tender Documents. We understand that NALCO is not bound to accept the lowest or any Tenders received and NALCO reserves the right to reject any or all tender without any liability.
- 8. This Tender together with written "Acceptance" thereof, shall constitute a binding CONTRACT between NALCO and us, till a formal contract is executed.

Date____day of _____

Signature _____

(NAME IN BLOCK LETTERS)

(To be signed by authorized person.) Fax:, Mob:

Email:

(Seal of the Company)



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ANNEXURE-C2

MANDATORY INFORMATION OF THE BIDDER

All Fields are Mandatory. Enclose Certificate/documentary evidence for fields marked with *.					
Authorized Signatory *					
Legal Name of Firm as per PAN *					
Trade Name of Firm as per GST *					
Postal address of the firm:					
House No. / Plot No :					
Street Name :					
City : District :					
State: Pin Code :	Country:				
* CPP Portal Login ID:					
Phone No. :					
Valid Email ID. :					
Gender : Male / Female / Other					
Category : General / SC / ST					
Type * Micro / Small/ Medium / Ancilary	Micro/Small/MediumAncilaryYes/No				
EPF No. :	ESI No. :				
PAN No. :					
GSTN No :					
Bank Name *Br.Name	Br.Place				
Bank A/c No (enclose cancelled cheque)*	IFS Code				

Date: _____

(Signature and official seal of the Proprietor / Authorized Person)



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ANNEXURE-C3

EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS In case of no deviation please write 'No Deviation' in the space below:

S1.	Reference	of Tender Doc	eument	Subject	Deviation / Exception
No	Page No.	Clause No.	Para No.		
L					

Signature & Seal of bidder.

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ANNEXURE-C4

-: <u>DECLARATION BY THE BIDDER</u> :-

_ representing the bidder, do declare on behalf of the

firm as hereunder :

Ι

That, I am the PROPRIETOR of the bidder's firm. I undertake to submit proof of ownership as and when demanded by NALCO.

OR

- That I am the authorized signatory to the tender documents holding valid Power of attorney. Certified copy of the valid power of Attorney is enclosed with the offer. *NOTE: Strike out whichever is not applicable.*
- (a) That, we do not have any FINANCIAL/PROFESSIONAL stake in any of the other bidders participating in this tender;
- (b) That, this firm has not been blacklisted/debarred/banned in any unit of NALCO/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.
- (c) That, we are not in any arbitration/legal cases with NALCO and no cases are pending in court of law.
- (d) That, the proprietor/partners/directors/ employees of the firm have never been a part of any blacklisted/debarred/banned firms or company in any unit of NALCO/Other PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.
- (e) That, we have never been prosecuted by any statutory authority
- (f) That, any change in the constitution of the firm shall be made with prior clearance from NALCO.
- (g) That, we have studied all the clauses/sub-clauses terms and conditions of the tender documents including GCC and our offer fully comply with the requirements spelt out in the tender documents.
- (h) We undertake to abide by and comply with all the safety and environmental regulations in force in NALCO during the execution of work.
- (i) We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.
- (j) We undertake to receive payment through E-payment mode.
- (k) The <u>Annexure-19</u> and <u>Annexure-20</u> regarding relatives working in NALCO are filled up and enclosed.
- (l) The **Annexure-C8** regarding present commitment of the tenderer are also properly filled up and enclosed.
- (m) That we have quoted the rates in figures as well as words.
- (n) We undertake that we do not have any unauthorized structure / construction inside Nalco-nagar Township or Plant. We also undertake to remove any / all such structures, if detected by Nalco later on in compliance of GCC terms and conditions.
- (o) We declare that all supporting documents of the offer submitted are attested by a Gazetted officer / Notary public.
- (p) I/we declare that the document down loaded by me/my company is/are not tampered in any form.
- (q) We under take that my workers shall use electronic Punch cards at the Plant gates at the time of entry and exit if introduced by NALCO. Failing which he shall not be allowed into the Plant.
 (r) That I have submitted EMD in absence of which my bid will be rejected.

I further declare that all above statements are true. If at any time during pre-ordering/post ordering stage of the contract, it is found otherwise, action as deemed fit by NALCO including 'rejection of my offer"/ 'banning/blacklisting' me/my firm / my company etc. may be taken. The same will be binding on me / firm / company represented by me. I also hear by authorize and request any bank, person, firm, corporation, Govt. Officers etc. to furnish pertinent information as deemed necessary and as requested by Nalco to verify this statement or regarding my/our competency and general reputation.

Date:_____

Signature Authorized Person With seal

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ANNEXURE-C5

Undertaking on Downloaded tender documents

We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in Central Public Procurement Portal website, <u>www.eprocure.gov.in</u>. We confirm that the bid document has not been edited or modified by us and all pages have been submitted. It is confirmed that we have quoted as per the original NIT unless otherwise specifically mentioned as deviation in the deviation sheet.

Suppression of this information in any form if detected at any stage will be disqualification and will lead to rejection of the offer or termination of the contract as the case may be.

Date:_____

Signature Authorized Person With seal

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ANNEXURE-C10

Bank MANDATE FORM for e-payment (To be submitted in Duplicate)

To National Aluminium Company Limited Nalco Nagar – 759145, DistAngul, Orissa.																	
Dear Sir, Sub. :- Authorization for release of payment due from NALCOthrough e-mode facilities of RTGS/NEFT/Internet Banking.																	
Refer Order No																	
(Please fi	ll in the	inform	ation in	CAPIT	AL LET	TER PL	EAS	SE ti	ck w	her	ever it i	s ap	plic	able)		
			: Ci E·	ty: mail ID ermaner	:		Pin	Coc	le	••••			••••				
3. Pa	rticula	rs of Ba		ermaner	It Accou	ni num	ber.	••••	•••••	• • • • •	•••••	• • • • • •	• • • • • •	••			
Bank Na						Bra	nch 1	nam	e								
Branch P	lace					Bra	nch (City									
Pin Code						Bra	nch (Code	9								
MICR. No.															1		
Account t	ype	Savi	ngs:		Curre	ent:				Ca	ash Cre	dit:					
Account 1	No.(as a	ppearir	ng in the	Cheque	e Book).												
(9 digits	code n	umber	appeari	ng on t	he MIC	R band	of t	the	chequ	ie s	supplied	l by	the	Ba	nk.	Ple	ease
attach Xe				f your b	ank for	ensurir	ig ac	cura	acy of	th ?	e bank	nam	ne, b	ranc	h n	am	е &
code and	Account	numb	er)														
IFSC Cod	le.																

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Aluminium Company Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through Internet / RTGS / NEFT.

Place: Date:

Signature of the Party / Authorized Signatory

Certified that particulars furnished above are correct as per our record.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

N.B.: 1) RTGS / NEFT charges if any, is to borne by the party.

2) One cancelled cheque of the concerned bank with signature & stamp of the bidder is to be attached with the bank mandate form.



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ANNEXURE-C12

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be executed on non-judicial stamped paper of appropriate value)

B. G. No._

Date: _____

- 3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
- 4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
- 5. WEBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
- 6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.

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नालको 🙆 NALCO

under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.

- 8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).
- 9. We _____Bank further agree that this Guarantee shall be invocable at our place of business at _____(Bank Name), _____(Branch Name and address of the branch), Bhubaneswar, Odisha-751____.

Date..... Corporate Seal of the Bank

By its constitutional Attorney Signature of duly Authorised person On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG: Name-----Address for Correspondence: ------Telephone & Fax No. E-mail: Note: 1 : BGs to be furnished from any of the approved banks of NALCO. Note 2: BG confirmation must be sent to our Banker through SFMS with the followings details : : NATIONAL ALUMINIUM CO LTD CPP Beneficiary : Banker State Bank of India : Kandsar(Nalco Nagar) Branch A/C No : 0000010657908589 IFSC Code : SBIN0008279 AT/P.O - Kandsar, P.S - Nalco Nagar, Dist - Angul, ODISHA,, Pin - 759145 Address of Bank :



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ANNEXURE-C17

LIST OF STANDARDISED BANKS

	<u>st of PSU Banks</u>		1				
Sl.	Name of the I	Bank	S1.	Name of the Ban	κ.		
No.			No.				
1.	Allahabad Bank		11.	Indian Bank			
2.	Andhra bank		12.	Oriental Bank of Commerce			
3.	Bank of Boroda		13.	Punjab and Sind Bank			
4.	Bank of India		14.	Punjab National Bank			
5.	Bank of Maharashtra		15.	State Bank of India			
6	Canara bank		16	Syndicate Bank			
7.	Central bank of India		17.	UCO Bank			
8.	Corporation Bank		18.	Union Bank of India			
9.	Dena Bank		19.	Vijaya Bank			
10.	IDBI Bank						
II. <u>L</u>	ist of Private Banks						
S1.	Name of the I	Bank	Sl.	Name of the Ban	ĸ		
No.	.		No.				
1	HDFC Bank		9	The South Indian Bank Ltd.			
2	ICICI Bank		10	The Karur Vysya Bank Ltd.			
3	Axis Bank		11	The Karnataka Bank Ltd.			
4	Kotak Mahindra Bank Ltd.		12	IDFC Bank			
5	YES Bank		13	RBL Bank			
6	IndusInd Bank		14	The Lakshmi Vilas Bank Ltd.			
7 The Federal Bank Ltd.			15	Tamilnadu Mercantile Bank Ltd.			
8	The Jammu & Kasmir Bank L	td.	16	City Union Bank Ltd.			
II.]	List of Foreign Banks						
S1.	Name of the Bank	BIC	Sl.	Name of the Bank	BIC		
No.			No.				
1	Abu Dhabi Commercial Bank Ltd.	ADCB AE AA	19	KEB Hana Bank	KOEX KR SI		
2	Australia & New Zealand Banking Group Limited	ANZB AU 3M	20	Krung Thai Bank Public Company Ltd.	KRTH TH BI		
3	Bank Of America NA	BOFA US 3N	21	Mashreqbank PSC	BOML AE A		
4	Bank of Bahrain and Kuwait B.S.C.	BBKU BH BM	22	Mizuho Bank Ltd.	MHCB JP J		
5	Bank of Ceylon	BCEY LK LX	23	National Australia Bank Ltd.	NATA AU 33		
6	Barclays Bank PLC	BARC BG 22	24	Sberbank	SABR RU MI		
7	BNP Paribas	BNPA FR PP	25	Shinhan Bank	SHBK KR S		
8	Citibank N.A.	CITI US 33	26	Societe Generale	SOGE FR PI		
9	Commonwealth Bank of Australia	CTBA AU 2S	27	Sonali Bank Ltd.	BSON BD DI		
10	Credit Agricole Corporate &	BSUI FR PP		Standard Chartered Bank			
10	Investment Bank	DSOITMII	28	Standard Chartered Dank	SCBL GB 21		
	ē 1	CRES CH ZZ	28	Sumitomo Mitsui Banking Corporation	SCBL GB 21 SMBC JP J1		
11	Investment Bank			Sumitomo Mitsui Banking			
11 12	Investment Bank Credit Suisse AG	CRES CH ZZ	29	Sumitomo Mitsui Banking Corporation	SMBC JP J7 NOSC CA T		
11 12 13	Investment Bank Credit Suisse AG DBS Bank Ltd.	CRES CH ZZ DBSS SG SG	29 30	Sumitomo Mitsui Banking Corporation The Bank of Nova Scotia The Bank of Tokyo-Mitsubishi UFJ, Ltd. The Hongkong & Shanghai	SMBC JP J7 NOSC CA T BOTK JP J7		
11 12 13 14	Investment Bank Credit Suisse AG DBS Bank Ltd. Deutsche Bank AG	CRES CH ZZ DBSS SG SG DEUT DE FF	29 30 31	Sumitomo Mitsui Banking Corporation The Bank of Nova Scotia The Bank of Tokyo-Mitsubishi UFJ, Ltd. The Hongkong & Shanghai Banking Corp. Ltd.	SMBC JP JI		
$ \begin{array}{c} 11 \\ 12 \\ 13 \\ 14 \\ 15 \\ \end{array} $	Investment Bank Credit Suisse AG DBS Bank Ltd. Deutsche Bank AG Doha Bank FirstRand Bank Ltd.	CRES CH ZZ DBSS SG SG DEUT DE FF DOHB QA QA FIRN ZA JJ	29 30 31 32 33	Sumitomo Mitsui Banking Corporation The Bank of Nova Scotia The Bank of Tokyo-Mitsubishi UFJ, Ltd. The Hongkong & Shanghai Banking Corp. Ltd. The Royal Bank of Scotland PLC	SMBC JP J7 NOSC CA T7 BOTK JP J7 HSBC HK H7 RBOS GB 21		
11 12 13 14 15 16 17	Investment Bank Credit Suisse AG DBS Bank Ltd. Deutsche Bank AG Doha Bank	CRES CH ZZ DBSS SG SG DEUT DE FF DOHB QA QA	29 30 31 32	Sumitomo Mitsui Banking Corporation The Bank of Nova Scotia The Bank of Tokyo-Mitsubishi UFJ, Ltd. The Hongkong & Shanghai Banking Corp. Ltd.	SMBC JP JT NOSC CA T BOTK JP JT HSBC HK H		



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ANNEXURE-C18

SAC CODES for Services & HSN code for supply

Sl. No	vendor code	Service PO No. &Supply	Supply/Service Description	Service Accounting Code (SAC) (6 DIGIT) & HSN code (6 digit)
				995424



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ANNEXURE-C19

NATIONAL ALUMINIUM COMPANY LIMITED CAPTIVE POWER PLANT DIVISION

INSTRUCTION FOR BIDDERS: FILLING UP OF FOLLWING ANNEXURES ARE MUST, WITHOUT WHICH THE OFFER IS LIABLE FOR REJECTION.

The tenderer shall carefully study the list of directors of NALCO from the website written below

https://nalcoindia.com/company/nalco-leadership/board-of-directors/

and state "Yes" or "No" to questions given below:

Sl.No.	Description	Write "Yes" or "No"
1.	Whether the tenderer is a relative of any of the directors of NALCO?	
2.	If the tenderer is a firm, any of NALCO Directors or any of their relatives is a partner in the tender's firm?	
3.	If the tenderer is a Company Registered under Company's Act 1956, whether any of NALCO's Directors is a member of Director of the Company?	

Note: If Yes to any of the above questions, please give the name of NALCO's Director and relationship of the tender / partner / member / Director as the case may be.

Sl. No.	Name	Relationship

SIGNATURE OF THE TENDERER

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ANNEXURE-C20

Important: Suppression of information shall be viewed seriously and action deemed fit would be taken including termination of the contract. (Strike out which is not applicable)

1. I/We hereby declare that none of my/our relative is an employee of NALCO.

2. I/We hereby declare the following are the employee/s of NALCO is/are my/our relative/s.

Sl.No.	Name of the employee/ P.No. / Designation/Place of Posting.	Relationship with the employee.
1		
2		
3		

(PLEASE ATTACH EXTRA SHEET, IF REQUIRED)

SIGNATURE OF THE TENDERER



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ANNEXURE-C25



NATIONAL ALUMINIUM COMPANY LIMITED (A Government of India Enterprise) TENDER & CONTRACT DEPT., CAPTIVE POWER PLANT Web. site: surrous replacing dia comp

Web site: www.nalcoindia.com

CHECKLIST FOR BIDDER.

TENDER No.:

Following information along with the attested copy/copies of all the supporting documents as applicable, are to be submitted in the envelope of Single part/ two-part bid (Ref cl. No-25.1 of Annexure-A1).

Sl	Documents description		For Two	For Single
No.		Part	Part	
1.	(a) EMD Amount as per NIT s	pecification.	Yes / No	Yes / No
	(b) Cost of tender document, i	Yes / No	NA	
2.	E.P.F. A/c CODE		Yes / No	Yes / No
3.	E.S.I. A/c CODE		Yes / No	Yes / No
4.	PAN No.		Yes / No	Yes / No
5	E MAIL ID (Annexure-C4)		Yes / No	Yes / No
6	Phone no/ Mobile no (Annexur	re-C4)	Yes / No	Yes / No
7	PAN based GST registration N	Yes / No	Yes / No	
8.	GST No	Yes / No	Yes / No	
9	Solvency Certificate from a Ba	Yes / No	NA	
10.	Power of Attorney of the signa by the company for the tender	Yes / No	Yes / No	
11	Proof of ownership/partnershi	p of the firm/company attached.	Yes / No	NA
12.	Offer is submitted in the	(a) Obtained from T&C Department,	Yes / No	NA
	original NIT documents	(b) Downloaded from Internet	Yes / No	NA
13.	Deviation from the NIT terms & conditions in deviation sheet only. (Ref :-Annexure-C3)			NA
14	Signed declaration form by authorized signatory as per Annexure-C4			Yes / No
15	Undertaking of downloaded te	nder documents as per Annexure-C5	Yes / No	NA
16	Bank mandate for e-payment	form as per Annexure-C10	Yes / No	Yes / No

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Sl	Documents description	For Two	For Single
No.		Part	Part
17.	Annexure-C19 & C20 regarding relatives in NALCO	Yes / No	Yes / No
18.	Annexure-C8 regarding details of commitments and information of the tenderer	Yes / No	NA
19.	Documentary evidence in support of pre-qualifying criteria of the	Yes / No	
	NIT	Yes / No	NA
	Work Orders listing as per (Annexure-C6)		NA
	Work Orders listing as per (Annexure-C7)		
20.	Copies of audited Balance Sheet / Profit & Loss account for the last	Yes / No	Yes / No
	three Financial Years		
21.	Copy of statutory license, if applicable	Yes / No	Yes / No
22.	List of tools & tackles	Yes / No	NA
23.	All the pages of the offer including GCC are signed by the bidder	Yes / No	Yes / No
24.	Supporting documents are attested by Gazetted Officer / Notary Public	Yes / No	Yes / No
25.	Price Bid contains no conditions in any form	Yes / No	Yes / No
26.	Pre Contract Integrity Pact (Annexure-C21)	Yes/No	NA
27.	Preference to Make In India (Annexure-A09)	Yes / No	Yes / No
28.	Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (Annexure-A10)	Yes / No	Yes / No

NB:- If any of the information is not furnished, the offer of the party shall be liable for rejection and the consideration of the offer is at the discretion of NALCO.

SIGNATURE OF TENDERER WITH SEAL



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Annexure-C30

Format:- (To be submitted with BID)

ANTI-PROFITEERING DECLARATION FORMAT

To whomsoever it may concern.

I, Mr	, Proprietor/	(other authorized
signatories) of M/s	, hereby solemnly	and sincerely declare
that, while giving this quotation to 'Nal	lco' against Tender No	
Dt, me/my firm/my compar	ny has abided by all Tax Laws and	Rules including but not

limited to Section 171 of the Central Goods and Services Tax Act, 2017.

I, hereby solemnly and sincerely further declare that me/my firm/my company will continue to abide by the said laws, including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017, as applicable from time to time during the life of the tender and during execution of any order placed with reference to the said tender.

I further declare that, me/my firm/my company, in furtherance and in compliance to the said section, will make commensurate reduction in the basic prices w.r.t. Input Tax benefits and reduction in Tax charged to 'Nalco' w.r.t. Output Tax benefits in connection with goods and/or services provided.

I further declare that the foregoing is true and correct and the same is a legal obligation and failure to fulfil if could result in penalties under the law.

Date:

Place:_____

To be signed by the authorized person under the firm's seal.