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| <div><div>नालको</div><div></div><div>NALCO</div></div> | <div>Subject: TRANSPORTATION OF COAL BY ROAD FROM MCL, TALCHER COALFIELD TO CPP, NALCO, ANGUL INCLUDING HANDLING OF COAL & OTHER RELATED SERVICES.</div> <div>Page: 1 of 31</div> |
| <div>TENDER No.:</div> <div>CPP/T&C/824/MC-5394/NIT/2024/240</div> | |

NOTICE INVITING TENDER (NIT)

RFP No:

CPP/T&C/824/MC-5394/NIT/2024/240

DATE:11/06/2024

SUB:

TRANSPORTATION OF COAL BY ROAD FROM MCL, TALCHER COALFIELD TO CPP, NALCO, ANGUL INCLUDING HANDLING OF COAL & OTHER RELATED SERVICES.

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. *The price bids of techno-commercially qualified bidders shall be opened as per schedule in the tendering portal(CPPP).The commencement of reverse auction shall be scheduled in CPP Portal & the reverse auction window shall remain open for minimum one hour from the start time.*
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. <https://eprocure.gov.in/eprocure/app>) 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.

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.

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:-
CASE-I (FOR DIVISIBLE QUANTITY): 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.

CASE-11(FOR NON-DIVISIBLE QUANTITY): 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:
- 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.
 - 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.
 - 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.**
- 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.**
 - 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.
 - 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 **Only "Class-I local suppliers and Class-II local suppliers", 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=====

(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.:

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;

- 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 Competent Authority. 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 sub-contract 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.

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

I, the undersigned , (full names),
do hereby declare, in my capacity as
of M/s(name of bidder entity), that:

- 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].
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE:

DATE: _____

Seal / Stamp of Bidder

ANNEXURE-C 1

FORWARDING LETTER AND UNDERTAKING

From: _____

To
Tender Inviting Authority
National Aluminium Company Ltd.

Sub: **Letter of Undertaking.**

1. Having carefully examined all the Tender Documents under reference no. _____, ***Date:*** _____ we offer to complete the works in conformity with all the terms and conditions as detailed in the Tender Documents.
2. We here by confirm that we have downloaded the complete set of tender documents along with the set of enclosures hosted in www.eprocure.gov.in 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)

ANNEXURE-C3

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

| Sl. No | Reference of Tender Document | | | Subject | Deviation / Exception |
|--------|------------------------------|------------|----------|---------|-----------------------|
| | Page No. | Clause No. | Para No. | | |
| | | | | | |

Signature & Seal of bidder.

ANNEXURE-C4

-: DECLARATION BY THE BIDDER :-

I _____ representing the bidder, do declare on behalf of the firm as hereunder :

* 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 Annexure-19 and Annexure-20 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

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, www.eprocure.gov.in. 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

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

To
National Aluminium Company Limited
Nalco Nagar – 759145, Dist.-Angul, Orissa.

Dear Sir,
Sub. :- Authorization for release of payment due from NALCO.....through
e-mode facilities of RTGS/NEFT/Internet Banking.

Refer Order No..... Date.....
And/ or Tender/ Enquiry/ Letter No..... Date.....
(Please fill in the information in CAPITAL LETTER PLEASE tick wherever it is applicable)

1. Name of the party :
2. Address of the party :
.....
: City: Pin Code
E-mail ID :
Permanent Account Number. :

3. Particulars of Bank :

| | | | |
|---|----------|-------------|--------------|
| Bank Name | | Branch name | |
| Branch Place | | Branch City | |
| Pin Code | | Branch Code | |
| MICR. No. | | | |
| Account type | Savings: | Current: | Cash Credit: |
| Account No.(as appearing in the Cheque Book). | | | |
| (9 digits code number appearing on the MICR band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name & code and Account number) | | | |
| IFSC Code. | | | |

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.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

B. G. No. _____ Date: _____

1. WHEREAS M/s National Aluminium Company Limited (A Government of India Enterprise), having its Unit/Office at(UNIT/OFFICE ADDRESS ISSUING THE TENDER) (hereinafter called “The Company” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued Tender paper vide its Tender No..... dt.....for(hereinafter called “the said tender”) to M/s.(hereinafter called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for `(Rupeesonly) towards earnest money in lieu of cash.
2. WEBank having its branch office atdo hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderers(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding 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.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....
(Rupees.....only) and shall remain in force till.....Unless a demand or claim
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.....

.....Bank

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: -----

E-mail:

Telephone & Fax No.

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 :

Beneficiary

:

NATIONAL ALUMINIUM CO LTD CPP

Banker

:

State Bank of India

Branch

:

Kandsar(Nalco Nagar)

A/C No

:

00000010657908589

IFSC Code

:

SBIN0008279

Address of Bank :

AT/P.O – Kandsar,P.S - Nalco Nagar,Dist – Angul ,ODISHA,,Pin - 759145

| III. <u>List of Foreign Banks</u> | | | | | |
|-----------------------------------|---|------------|---------|--|------------|
| Sl. No. | Name of the Bank | BIC | Sl. No. | Name of the Bank | BIC |
| 1 | Abu Dhabi Commercial Bank Ltd. | ADCB AE AA | 19 | KEB Hana Bank | KOEX KR SE |
| 2 | Australia & New Zealand Banking Group Limited | ANZB AU 3M | 20 | Krung Thai Bank Public Company Ltd. | KRTH TH BK |
| 3 | Bank Of America NA | BOFA US 3N | 21 | Mashreqbank PSC | BOML AE AD |
| 4 | Bank of Bahrain and Kuwait B.S.C. | BBKU BH BM | 22 | Mizuho Bank Ltd. | MHCB JP JT |
| 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 MM |
| 7 | BNP Paribas | BNPA FR PP | 25 | Shinhan Bank | SHBK KR SE |
| 8 | Citibank N.A. | CITI US 33 | 26 | Societe Generale | SOGE FR PP |
| 9 | Commonwealth Bank of Australia | CTBA AU 2S | 27 | Sonali Bank Ltd. | BSON BD DH |
| 10 | Credit Agricole Corporate & Investment Bank | BSUI FR PP | 28 | Standard Chartered Bank | SCBL GB 2L |
| 11 | Credit Suisse AG | CRES CH ZZ | 29 | Sumitomo Mitsui Banking Corporation | SMBC JP JT |
| 12 | DBS Bank Ltd. | DBSS SG SG | 30 | The Bank of Nova Scotia | NOSC CA TT |
| 13 | Deutsche Bank AG | DEUT DE FF | 31 | The Bank of Tokyo-Mitsubishi UFJ, Ltd. | BOTK JP JT |
| 14 | Doha Bank | DOHB QA QA | 32 | The Hongkong & Shanghai Banking Corp. Ltd. | HSBC HK HH |
| 15 | FirstRand Bank Ltd. | FIRN ZA JJ | 33 | The Royal Bank of Scotland PLC | RBOS GB 2L |
| 16 | Industrial Bank of Korea | IBKO KR SE | 34 | United Overseas Bank Ltd. | UOVB SG SG |
| 17 | Industrial & Commercial Bank of China Limited | ICBK CN BJ | 35 | Westpac Banking Corporation | WPAC AU 2F |
| 18 | JP Morgan Chase Bank | CHAS US 33 | 36 | Woori Bank | HVBK KR SE |

Subject: TRANSPORTATION OF COAL BY ROAD FROM MCL, TALCHER COALFIELD TO CPP, NALCO, ANGUL INCLUDING HANDLING OF COAL & OTHER RELATED SERVICES.

[illegible]

NATIONAL ALUMINIUM COMPANY LIMITED
SMELTER PLANT / CAPTIVE POWER PLANT DIVISION

INSTRUCTION FOR BIDDERS: FILLING UP OF FOLLOWING 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

| SL. NO. | NALCO'S QUERY | BIDDER'S REPLY/ CONFIRMATION |
|---------|--|------------------------------|
| 7.0 | Confirm that you have studied complete tender document including technical and commercial part and your offer is in accordance with the requirements of the tender document. | |
| 8.0 | Confirm your compliance to total Scope of Work mentioned in the Bidding Document. | |
| 9.0 | Confirm your acceptance for `Scope of Supply' mentioned in the tender document and confirm that all materials shall be supplied as per Standards and Specification. | |
| 10.0 | Confirm your acceptance for Time Schedule as mentioned in tender document. | |
| 11.0 | Confirm that your quoted price includes all taxes, duties as applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract. | |
| 12.0 | Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract. | |
| 13.0 | Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates. | |
| 14.0 | Confirm that adequate numbers of construction equipments, tools, tackles etc. have been proposed which will be sufficient to complete the work as per the time schedule. | |
| 15.0 | Confirm that you have proposed adequate project/site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc. | |
| 16.0 | Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document. | |
| 17.0 | Confirm that only exception and deviation indicated in the specific format shall be considered and evaluated. Deviations listed at any other places of the tender documents shall not be considered. | |

| SL. NO. | NALCO'SQUERY | BIDDER'S REPLY/ CONFIRMATION |
|---------|--|---------------------------------|
| 18.0 | Confirm that you have your own QA/QC programme for executing this work. | |
| 19.0 | Confirm that Bidder is not involved in any Litigation/ Arbitration/debarring/expelling, otherwise, if involved, please furnish information about the same. | |
| 20.0 | Confirm that the Bidder is not under liquidation, court receivership or similar proceedings. | |
| 21.0 | Confirm the following: | |
| a) | The planning schedule, S-curves etc., submitted by the bidder with his Bid, are indicative and shall not be basis for extra compensation in case actual needs are higher. | |
| b) | Detailed planning schedule developed by CONTRACTOR after contract award may be subject to fluctuations depending upon actual progress of the project and available work front. | |
| c) | Co-ordination and making available by Contractor of all staff, manpower, construction equipment, tools, cranes, etc. and materials as required for a timely completion of all WORK as per Owner's construction and priority schedule and in accordance with the available work front are included in the quoted rates. | |
| 22.0 | Please confirm whether you need Mobilization Advance or not. | |

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



NATIONAL ALUMINIUM COMPANY LIMITED

(A Government of India Enterprise)

TENDER & CONTRACT DEPT., SMELTER PLANT / CAPTIVE POWER PLANT

Web site: www.nalcoindia.com

ANNEXURE-C25

CHECKLIST FOR BIDDER.

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 No. | Documents description | | For Two Part | For Single Part |
|--------|--|-----------------------------------|--------------|-----------------|
| 1. | (a) EMD Amount as per NIT specification. | | Yes / No | Yes / No |
| | (b) Cost of tender document, if downloaded from Internet. | | 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 (Annexure-C4) | | Yes / No | Yes / No |
| 7 | PAN based GST registration No | | Yes / No | Yes / No |
| 8. | GST No | | Yes / No | Yes / No |
| 9 | Solvency Certificate from a Bank | | Yes / No | NA |
| 10. | Power of Attorney of the signatory / Authorized signatory nominated by the company for the tender, if signed by other than proprietor. | | Yes / No | Yes / No |
| 11 | Proof of ownership/partnership of the firm/company attached. | | Yes / No | NA |
| 12. | Offer is submitted in the original NIT documents | (a) Obtained from T&C Department, | Yes / No | NA |
| | | (b) Downloaded from Internet | Yes / No | NA |
| 13. | Deviation from the NIT terms & conditions in deviation sheet only. (Ref :-Annexure-C3) | | Yes / No | NA |
| 14 | Signed declaration form by authorized signatory as per Annexure-C4 | | Yes / No | Yes / No |
| 15 | Undertaking of downloaded tender documents as per Annexure-C5 | | Yes / No | NA |
| 16 | Bank mandate for e-payment form as per Annexure-C10 | | Yes / No | Yes / No |

CHECK LIST FOR SUBMISSION OF OFFER

Bidder is requested to fill this check list and ensure that all details/ documents have been furnished as called for in the tender document along with duly filled in, signed and stamped **checklist with Part-I bid**.

Please tick the box and ensure compliance:

- 1.0

Bid submission Letter

as per proforma attached in bidding document.

Submitted.

☐
- 2.0

Information about Bidder

as per proforma attached in bidding document.

Submitted.

☐
- 3.0

EMD of requisite amount is submitted in the form of DD/BG/BC from any scheduled bank as mentioned in tender document, in separate sealed envelope marked “Earnest Money Deposit”.

Submitted in the form of DD/ BG

☐

EMD value: Rs. _____

BG No. _____ Dated _____ Valid up to _____ Claim period upto _____

DD No. _____ Dated _____ Drawn on _____ Valid up to _____

BC No. _____ Dated _____ Drawn on _____ Valid up to _____
- 4.0

Validity of Bank Guarantee towards Earnest Money Deposit enclosed with Techno-commercial Part of your offer (if submitted in the form of BG) is _____ Months from the tender opening/Extended tender opening date. (Annexure-C12)

Yes

☐

Valid Up to _____.
- 5.0

Validity of Offer is up to _____Months from the tender opening/Extended tender opening date.

Yes

☐

Valid Up to _____.
- 6.0

Annual Turnover Details as per proforma including Audited Balance Sheets including Profit and Loss Account Statement for the last 3 (Three) years.

Submitted.

☐

Submitted for the years:

1. _____
2. _____
3. _____
- 7.0

Fresh Solvency Certificate from your Bankers (Date of issue of this certificate should not be earlier than one year from the date of opening of Techno-commercial Part).

Submitted.

☐

Certificate dated _____
From (Name of Bank) _____
- 8.0

Details of Past Experience in the proforma enclosed in the Bidding Document.

Submitted.

☐
- 9.0

Details of Present Commitments in the proforma enclosed in the proforma enclosed in the Bidding Document.

Submitted.

☐

- 10.0

List of minimum equipment proposed to be deployed for the work in the proforma enclosed in the Bidding Document.

Submitted.

Ref.:
- 11.0

Deployment Schedule of equipment proposed for the work in the proforma enclosed in the Bidding Document.

Submitted.

Ref.
- 12.0

Proposed Site Organisation (as per proforma enclosed in the Bidding Document)

i) Submitted

Ref.

ii) Qualification and Experience of Resident Engineer/ Site-in-Charge and other key personnel have been mentioned in the site organization chart.

Yes

Ref.

iii) Number of Key Personnel under different heads have been mentioned in the Site Organisation Chart.

Yes

Ref.

iv) Site Organization Chart includes qualified and experienced Quality Control Engineer, Planning Engineer and Safety Officer.

Yes

Ref.
- 13.0

Deployment Schedule of Supervisory Personnel proposed for the work in the proforma enclosed in the Bidding Document.

Submitted

Ref.
- 14.0

Power of Attorney in favour of person who has signed the offer in stamp paper of appropriate value.

Submitted.

Ref.
- 15.0

Partnership Deed in case of partnership firm and Articles of Association in case of limited company.

Submitted.
- 16.0

Declaration regarding relationship with client's Director

Submitted.
- 17.0

Copy of P.F & ESI code, Service Tax registration certificate:

Submitted.
- 18.0

An Overall Schedule, clearly indicating all important milestone of the construction activities.

Submitted.

Ref.
- 19.0

Bid Compliance Statement (confirmation for no deviation stipulated in Bid) in the proforma enclosed.

Submitted.

Ref. _____

20.0 Exception and Deviation Statement in the proforma enclosed.

Submitted.

21.0 All the documents submitted in requisite number of copies as mentioned in the Bidding Document and are readable/legible.

Submitted.

No. of copies submitted: _____

22.0 Original Biding Document along with blank (un-priced) copy of Price Bid/ Schedule of Rates, corrigendum and addendum (if any).

Submitted.


23.0 All pages/ documents are stamped and signed by the authorised signatory of the bidder.

Yes.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER: _____

COMPANY SEAL: _____

| | | |
|--|--|---|
| <div><div>नालको</div><div></div><div>NALCO</div></div> | | Subject: TRANSPORTATION OF COAL BY ROAD FROM MCL, TALCHER COALFIELD TO CPP, NALCO, ANGUL INCLUDING HANDLING OF COAL & OTHER RELATED SERVICES. |
| TENDER No.: CPP/T&C/824/MC-5394/NIT/2024/240 | | |
| | | Page 31 of 31 |

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 ‘Nalco’ against Tender No. _____ Dt._____, me/my firm/my company 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.