

CPP/T&C/GeM-135/MC-5401/NIT/2024/254

Subject: OVERHAULING OF CRITICAL PUMPS OF POWER HOUSE, CWPH, RCPH AND COOLING TOWERS OF UNIT#1 TO #10

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NOTICE INVITING TENDER (NIT)

RFP No:

CPP/T&C/GeM-135/MC-5401/NIT/2024/254

DATE:20/07/2024

SUB:

OVERHAULING OF CRITICAL PUMPS OF POWER HOUSE, CWPH, RCPH AND COOLING TOWERS OF UNIT#1 TO #10 $\,$

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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:-
 - 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.



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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 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.





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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 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.



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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 SIGNATOR	Y OF THE FIRM
I, the undersigned,	(full names),
do hereby declare, in my capacity as	
of M/s	(name of bidder entity), that:
 The facts contained herein are within my own personal knowledge. I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul Restrictions under Rule 144 (xi) of the General Financial Rules (Coprocurement from a bidder of a country which shares a land bord 	GFRs), 2017 regarding restrictions on
provisions of the Order.	ser with male and comply to all the
3) I certify that M/s	(name of bidder
entity) is not from such a country or, is from such a country (strike of been registered with the Competent Authority. I hereby certify that the in this regard and is eligible to be considered. [Where applicable, Competent Authority is attached].	his SUPPLIER fulfils all requirements evidence of valid registration by the
4) I understand that the submission of incorrect data and / or if commendate, this would be a ground for immediate termination and further per Clause 12 of the Public Order on Restrictions under Rule 144 (GFRs), 2017	(name of bidder entity) is found to be legal action in accordance with law as
AUTHORISED SIGNATURE: Seal / Stamp of Bidder	DATE:

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Fax:, Mob:

Email: _____

(Seal of the Company)

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ANNEXURE-C 1

FORWARDING LETTER AND UNDERTAKING

rroi	m·										
	der Inviting Authority ional Aluminium Company Ltd.										
Sub											
1.	Having carefully examined all the Tender Documents under reference no.										
2.	We here by confirm that we have downloaded the complete set of tender documents along with the set of enclosures hosted in www.gem.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 CONTRAC between NALCO and us, till a formal contract is executed.										
	Dateday of Signature										
	(NAME IN BLOCK LETTERS)										
	(To be signed by authorized person.)										



Date: _____

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ANNEXURE-C2

MANDATORY INFORMATION OF THE BIDDER

All Fields are Mandatory. Enclose Certificate/do	ocumentary 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:	
* GeM Portal Login ID:	••••••
Phone No.:	Mobile 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.Place
Bank A/c No (enclose cancelled cheque)*	IFS Code

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



MALOO

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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:

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

Signature & Seal of bidder.

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ANNEXURE-C4

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

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.

)R

* 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
Bate	Digitatare riadiorized recipon with sear



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ANNEXURE-C5

<u>Undertaking on Downloaded tender documents</u>

We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in GeM website, www.gem.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	Autho	rized	Person	With se	al



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ANNEXURE-C6

PQC-Technical

Detailed Work Order and Execution Statistics

Sl. No.	W.O no	Work description	W.O Period. (From Dt To dt)	W.O value (In Rs.)	Final Executed Value (in Rs.)	Completion date.	Page Ref. for attachmen t.
1	2	3	4	5	6	7	8

Signature of the Bidder



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ANNEXURE-C7

(This is an Optional / Indivative Format)

PQC – Financial Details of Turnover / Net worth

NAME OF TENDERER

(A) - TURNOVER (Profit & Loss Account)

Sl No	Financial Year	Turnover in Rs Lakh	Document placed at Page No & File No
1	Last year		
2	1st Previous Year to Last Year		
3	2nd Previous Year to Last Year		

(B) - NETWORTH (Balance sheet)

Sl No	Financial Year	Mention whether Networth is Positive/Negative	Document placed at Page No & File No
1	Last year	Positive/Negative	

Signature & Seal of bidder.

Countersigned by Chartered Accountant / Statutory Auditor.



<u>Name of Work</u>: (*)

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ANNEXURE-C8

DETAILS OF PRESENT COMMITMENTS OF THE TENDERER

<u>AS ON/......(*)</u>

(Last day of Month Previous to Due Date of submission / extended tender submission date)

<u>Ten</u>	<u>der Refere</u>	ence No.:(*)							
I/We	e		, age	years,	son of			do hereby	solemnly
affir	m and de	clare as follows for	on behalf	of Firm			·		
Sl. No.	Work Order No.	Description of work	WO Page No. in the offer	Value of contract	Date of commen cement of work	Scheduled Completion Date	Completion in % as on date	Expected / Amended date of completion	Remarks
1	2	3	4	5	6	7	8	9	10
1.									
2.									
3.									
4.									
5.									
6.									
7.									
8.									
9.									
10.									
to be	e misleadi	that the above paring at a later date t and as per laid d	NALCO w	ill have the a	uthority				
				Signat	ure of the	e bidder			_
				Name	of the Bio	lder			.
				Compa	ny Seal				



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ANNEXURE-C10

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

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 fill in the information in CAPITAL LETTER PLEASE tick wherever it is applicable)																				
	1. Name of the party :																			
			:		y:															
					nail ID															
				Per	rmanen	t Accou	ınt	Num	ber.	:			• • • • •				· • •			
	rticulars	of Ba	nk	:								1								
Bank Na									nch											
Branch P Pin Code	iace							Branch City Branch Code									\top	\neg	$\overline{}$	
MICR.							\dashv	Dra	псп	Cou	е									
No.																				
Account t	ype	Savir	ngs:			Curr	ent	:				Са	sh (Cre	dit:					
Account 1	No.(as ap	pearin	g in	the	Cheque	Book).														
(9 digits					_						_				-					
attach Xe				e of	your ba	ank for	en	surır	ng ac	cura	acy of	the	e ba	nk	nan	ne, k	ran	ch r	ıame	&
IFSC Cod		Hullibe	3r <i>)</i>				$\overline{\mathbf{T}}$		1											
	ate from	which	the r	nani	data sh	uld he	off	ectiv	<u>α:</u>											
												,		,		T.C				
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:					S	Signatu	re	of the	e Pa	rty /	Auth	oriz	zed i	Sign	nato	ry				
Certified	Certified that particulars furnished above are correct as per our record.																			
Bank's Stamp:																				
Date:	•																			
					(Signa	ture of	th	e Aut	hori	zed	Offic	ial f	rom	the	e Ba	nks	,)			
NTD - 1)	שמפין אי	TO TOTAL - 1.		_ :c -	:_ +-	h	47	L												

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)

В. С	G. No		Date:	
1.	its Unit/Office at	(UNIT/OFFICE Company" which expression shall esentatives, successors and assigns dt	A Government of India Enterprise), had EE ADDRESS ISSUING THE TEND unless repugnant to the subject or cores) has issued Tender paper vide its Tenderer(s)" which expression shall underpresentatives, successors and assigns	DER) ntext ender der") nless
2.	(Rupees WEBan amount due and payab		derer shall submit a Bank Guarantee ney in lieu of cashdo hereby undertake to pay any demur, merely on a demand from the ch is final and binding, the amount claims.	y the
	is due because of any vopening of the tender by Company by reason of contained in the said te covered under this Guar be conclusive as regard.	withdrawal of the tender or any pay way of any loss or damage cause of any breach by the said tendered ender or failure to accept the Letterantee is forfeited. Any such demands the amount due and payable by his guarantee shall be restricted.	material alteration to the tender after ed to or would be caused or suffered by ers(s) of any of the terms and condit er of Intent Agreement or that the am and made on the Bank by the Company so the Bank under this guarantee. Howe ed to an amount not exceeding `	r they they tions tions to the
3.	We undertake to pay to disputes raised by the tribunal relating theret The payment so made by	to the Company any money so do te tenderer(s) in any suit or proce to our liability under this present by us under this bond shall be a	emanded not withstanding any dispute eeding pending before any office, coun- guarantee being absolute and unequivalid discharge of our liability for payralitional on the Company proceeding again	rt or vocal. ment
4.	or winding up, dissoluti all respect and for all pu	ion or change of constitution or ins	or affected or suspended by the liquida solvency of the said tenderer(s) but sha until payment of all money due or liabil	all in
5.	WEBank I force and effect during to it shall continue to be successful tenderer(s) a have been fully paid an company certifies that	Ltd. further agree that the guaranthe period that would be taken for enforceable till the said tender is and or till all the dues of the compand its claims satisfied or discharge.	the finalization of the said tender and is finally decided and order placed on pany under or by virtue of the said teged or till a duly authorised officer of said tender have been fully and properties the guarantee.	that the ender f the
6.	That the Company will	have full liberty without reference	e to us and without affecting this guara e of any of the power of the Company u	
7.			iability shall not exceed Rs	



 ${\bf SBIN0008279}$

TENDER No.:

IFSC Code

Address of Bank:

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unde	er th	is Guarantee	is made on us with	hin three months from the date of expiry, w	e shall be
disch	arge	ed from all the l	liabilities under this	guarantee.	
8. We		Bank, la	astly undertake not	to revoke this guarantee during its currency e	xcept with
the	previ	ious consent o	f the Company in v	writing. We further undertake to keep this	Guarantee
rene	wed	from time to tin	ne on the request of	Tenderer(s).	
9. We	·	F	Bank further agree	that this Guarantee shall be invocable at ou	r place of
busii	ness	at	(Bank	x Name),	(Branch
Nam	ie an	d address of the	e branch), Bhubanes	swar , Odisha-751	
Date				Bank	
Corporat	e Sea	al of the Bank		By its constitutional Attorney	
				Signature of duly Authorised person	
			Oı	n behalf of the Bank With seal & signature code)
Details or	f Per	sons Issuing th	e BG:		
Name					
Address	for C	orrespondence:		Telephone & Fax No.	
E-mail:					
Note: 1		: BGs to be fur	nished from any of t	the approved banks of NALCO.	
Note 2:		BG confirmati	on must be sent to or	ur Banker through SFMS with the followings d	etails:
Beneficia	ıry	: NATIO	NAL ALUMINIUM	CO LTD CPP	
Banker		: State B	ank of India		
Branch		: Kandsa	r(Nalco Nagar)		
A/C No		: 000000	10657908589		

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



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ANNEXURE-C17

LIST OF STANDARDISED BANKS

I. List	I. <u>List of PSU Banks</u>			
Sl.	Name of the Bank	Sl.	Name of the Bank	
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. List	II. List of Private Banks			
Sl.	Name of the Bank	Sl.	Name of the Bank	
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 Ltd.	16	City Union Bank Ltd.	

III.	III. List of Foreign Banks					
Sl.	Name of the Bank	BIC	Sl.	Name of the Bank	BIC	
No.			No.			
1	Abu Dhabi Commercial Bank	ADCB AE AA	19	KEB Hana Bank	KOEX KR SE	
	Ltd.					
2	Australia & New Zealand	ANZB AU 3M	20	Krung Thai Bank Public	KRTH TH BK	
	Banking Group Limited			Company Ltd.		
3	Bank Of America NA	BOFA US 3N	21	Mashreqbank PSC	BOML AE AD	
4	Bank of Bahrain and Kuwait	BBKU BH BM	22	Mizuho Bank Ltd.	MHCB JP JT	
	B.S.C.					
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	CTBA AU 2S	27	Sonali Bank Ltd.	BSON BD DH	
	Australia					
10	Credit Agricole Corporate &	BSUI FR PP	28	Standard Chartered Bank	SCBL GB 2L	
	Investment Bank					
11	Credit Suisse AG	CRES CH ZZ	29	Sumitomo Mitsui Banking	SMBC JP JT	
				Corporation		
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	BOTK JP JT	
				UFJ, Ltd.		
14	Doha Bank	DOHB QA QA	32	The Hongkong & Shanghai	HSBC HK HH	
				Banking Corp. Ltd.		
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	ICBK CN BJ	35	Westpac Banking Corporation	WPAC AU 2F	
	of China Limited					
18	JP Morgan Chase Bank	CHAS US 33	36	Woori Bank	HVBK KR SE	



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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)
				998717



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ANNEXURE-C19

NATIONAL ALUMINIUM COMPANY LIMITED SMELTER PLANT / 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-C21

PRE CONTRACT INTEGRITY PACT

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UТ	ρn	era	ш

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of		
the month of 2024, between, on one hand, the National Aluminium Company Limited (NALCO), a		
company registered under the Companies Act 1956 and a Government of India Enterprise, having its		
Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013,Odisha, India (referred to as		
NALCO) acting through Shri A.K. Mohanty, AGM (Mech.), Tender & Contract, CPP_(hereinafter called the		
"BUYER", which expression shall mean and include, unless the context otherwise requires, his		
successors in office and assigns) of the First Part and M/s.		
represented by Shri, Chief Executive Officer (hereinafter called the		
"BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his		
successors and permitted assigns) of the Second Part.		

WHEREAS the BUYER proposes to procure "OVERHAULING OF CRITICAL PUMPS OF POWER HOUSE, CWPH, RCPH AND COOLING TOWERS OF UNIT#1 TO #10" and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company /Government undertaking/ partnership /registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will comment to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or organisation or third party related to



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the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

- 3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 3.3 BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 3.4 BIDDERs shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.



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3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.
 - The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.. Sanctions for Violations:



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5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of



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the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

6. Independent External Monitors (IEMs):

- 6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as-IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website (www.nalcoindia.com).
- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

7. Facilitation of Investigation:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.



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9. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. Validity:

Witness

- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CMD, NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
- 12. The parties hereby sign this Integrity Pact at _____ on ____

For & on behalf of	For & on behalf of
BUYER	
	<u>BIDDER</u>
Name of the Officer: Shri A.K. Mohanty	
Designation: AGM(MECH.), TENDER & CONTRACT, CPP	
Company: NALCO	
Official Seal	

1	1
2	2

Witness



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ANNEXURE-C22

BEFORE THE NOTARY PUBLIC A F F I D A V I T

....., Dist-...., Pin-...., State:, Designation: of M/s. have not been convicted by a court of Law for an offence involving

I, aged about years, S/O:, At-...., PO-

		rpitude in relation to business dealings during the past seven years for accepta hereby solemnly affirm and state as follows:	ance of the
	INFO	DRMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF BIDE ABANDONMENT OF WORK BY THE BIDDER	D OR
1.	(a)	Is the bidder currently involved in any litigation relating to the works.	Yes/No
	(b)	If yes,: give details:	
2.	(a)	Has the bidder or any of its constituent partners been debarred/ expelled by	Yes/No
		any agency in India during the last 5 years.	
	(b)	If yes, give details:	
3.	(a)	Has the bidder or any of its constituent partners failed to perform on any	Yes/No
		contract work in India during the last 5 years.	
	(b)	If yes, give details:	
4.	(a)	Arbitration cases pending.	Yes/No
	(b)	If yes, give details:	
5 .	(a)	Disputed incomplete works.	Yes/No
	(b)	If yes, give details:	
6.	(a)	Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.	Yes/No
	(b)	If yes, give details:	
7.	(a)	Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.	Yes/No
	(b)	If yes, give details:	
8.	(a)	Punishments awarded under civil cases or criminal cases involving moral turnitude in relation to business dealings	Yes/No

Note

(b)

If yes, give details:

If any information in this schedule is found to be incorrect or concealed, qualification application will be summarily be rejected.

Signatu	re (of th	e bio	dder
$\mathbf{Date}:$		• • • • •	• • • • • •	



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ANNEXURE-C24

COMMERCIAL QUESTIONNAIRE

Bidder's reply/ confirmation as furnished in the Commercial Questionnaire (CQ) shall supersede the stipulations mentioned elsewhere in their offer.

SL. NO.	NALCO'S QUERY	BIDDER'S REPLY/ CONFIRMATION
1.0	Confirm that your offer is valid for 04 (Four) Months from the original date of Tender Opening / last Extended tender opening date, if extension done (As per GeM Portal).	
2.0	Confirm that Earnest Money Deposit (EMD) as per tender stipulations have been furnished along with bid.	
3.0	Confirm that the following documents are submitted with Part-I:	
a)	All documents as per CHECK LIST.	
b)	Master Index as enclosed with Bidding Document is submitted in unpriced part duly signed and stamped on each page.	
c)	Compliance letter for Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
4.0	Confirm that price has been submitted in a separately sealed envelope superscribing "PRICE PART". 2 Copies (One original & One Photo copy)	
5.0	Schedule of Price	
a)	Price must be filled in the soft copy of the SOR furnished along with the tender document. Please note that the format of the Excel file including columns of Item No., Description, Unit, Quantity, name of file or worksheet etc. are not to be edited by the tenderer. Confirm that price part submitted is the print out of the soft copy submitted along with the price bid.	
b)	Confirm that rate/ price has been quoted for all items of SOR.	
с)	Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
d)	Confirm that correction fluid is not used in the price part. (In case of any correction, the same shall be signed and stamped by authorized signatory.)	
6.0	Confirm your compliance to critical stipulations of bidding document as mentioned in ITB.	



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SL. NO.	NALCO'SQUERY	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.	



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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	<u> </u>
NAME OF BIDDER	•
TAME OF BIDDER	•
G015D43TT GT4T	
COMPANY SEAL	



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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	Documents description		For Two	For Single
No.				Part
1.	(a) EMD Amount as per NIT specification.			Yes / No
	(b) Cost of tender document, i	f 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 (Annexur	re-C4)	Yes / No	Yes / No
7	PAN based GST registration 1	No	Yes / No	Yes / No
8.	GST No		Yes / No	Yes / No
9	Solvency Certificate from a Bank			NA
10.	Power of Attorney of the signatory / Authorized signatory nominated		Yes / No	37 / NT
	by the company for the tender	, if signed by other than proprietor.		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.		Yes / No	27.4
	(Ref :-Annexure-C3)			NA
14	Signed declaration form by authorized signatory as per Annexure-C4			Yes / No
15	Undertaking of downloaded tender documents as per Annexure-C5			NA
16	Bank mandate for e-payment form as per Annexure-C10			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	Yes / No	NA
	the tenderer		1411
19.	Documentary evidence in support of pre-qualifying criteria of the	Yes / No	
	NIT	Yes / No	NT A
	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	Yes / No	Yes / No
	the General Financial Rules (Annexure-A10)		168/110

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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Please tick the box and ensure compliance:

Submitted.

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ANNEXURE-C26

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.**

1.0	Bid submission Letter as p Submitted.	per proforma atta	iched in bidding docu	ment.
2.0	Information about Bidder Submitted.	as per proforma	attached in bidding d	ocument.
3.0				G/BC from any scheduled bank as ked "Earnest Money Deposit".
	Submitted in the form of DD/ BG		EMD value: Ra	5
	BG No.	Dated	Valid up to	Claim period upto
				Valid up to
	BC No	Dated	Drawn on	Valid up to
4.0	•	submitted in tl	he form of BG) is	enclosed with Techno-commercial Months from the tender
	Yes		p to	
5.0	Validity of Offer is up to _	Months from	the tender opening/I	Extended tender opening date.
	Yes	∫ Valid U	p to	
6.0	Annual Turnover Details Account Statement for the			ance Sheets including Profit and Loss
	Submitted.		ted for the years:	
		2		
		3		
7.0	Fresh Solvency Certificate one year from the date of of Submitted.	pening of Techno-		certificate should not be earlier than
8.0	Details of Past Experience			
	Submitted.			
9.0	Details of Present Commit	tments in the pro	forma enclosed in the	e proforma enclosed in the Bidding
		\neg		



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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.
13.0	Yes Ref 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



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Exception and Deviation Statement in the proforma enclosed.
Submitted.
All the documents submitted in requisite number of copies as mentioned in the Bidding Document and are readable/legible.
Submitted. No. of copies submitted:
Original Biding Document along with blank (un-priced) copy of Price Bid/ Schedule of Rates corrigendum and addendum (if any).
Submitted.
All pages/ documents are stamped and signed by the authorised signatory of the bidder.
Yes.
SIGNATURE OF BIDDER:
NAME OF BIDDER:
COMPANY SEAL:



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ANNEXURE-C27

APPENDIX FOR DOCUMENTS TO BE SUBMITTED BY BIDDER

Sl.		Contents		-	Page Nos.
No.		Contents		-	1 age 1105.
1	DD /	Banker's Cheque /MSME / NSIC / UAM			to
2	i)	Work Orders for technical PQC criteria with scope of work and BOQ	ONLY FOR OPEN		to
	ii)	Completion Certificate	TENDER		to
		-	1		to
- 0	iii)	Amendment Copy ,if applicable	1		
3	i)	Balance Sheet and Profit & Loss statements of last 3 financial years (Audited by C.A)			to
	ii)	Bank Solvency of last financial year	_		to
4	i)	PF	_		to
	ii)	ESI	_		to
	iii)	PAN	_		to
	iv)	PAN based GSTIN			to
	v)	Power of Attorney /ownership/Certificate of Incorporation			to
	vi)	Affidavit of No Litigation (Original)	ONLY FOR OPEN TENDER		to
5	i) Forwarding Letter & Undertaking (ANNEXURE-C1 of NIT)				to
	ii)	Mandatory Information of the Bidder (ANNEXURE-C2	of NIT)		to
	iii) Exception / Deviation statement to the tender terms & conditions (ANNEXURE-C3 of NIT)				to
	iv)	<u>`</u>			to
•	v) Undertaking of downloading of tender document (Annexure-C5 of NIT)		xure-C 5 of NIT)		to
	vi)	Details of Present Commitments of the tenderer (ANNEXURE-C8 of NIT)	ONLY FOR OPEN TENDER		to
,	vii)				to
•	viii)	= :			to
	ix)	ix) Declaration of Relatives (Appendix – C19 & C20 of NIT			to
	x) Anti-Profiteering Declaration Format, To be submitted with Bid (Annexure-C30 of NIT)				to
	xi)	Declaration by the Bidder for Implementation of Integrity (Annexure-C32 of NIT)	ONLY FOR CASES WHERE INTEGRITY PACT IS NOT APPLICABLE		to
6		Contract Integrity Pact (Annexure-C21 of NIT)			to
7		erence to Make In India(Annexure-A09)			to
8	Rules	pliance of Public order on Restrictions under Rule 144 (xi) of the s (Annexure-A10)	General Financial		to
9		as orders with amendments (if any) as documentary proof for ent commitment	ONLY FOR OPEN TENDER		

NOTE -

- 1. The above details must be filled up and submitted, along with the bid document.
- 2. All the above mentioned documents needs to be submitted along with the offer and in the mentioned chronological order.
- 3. Page no. reference must be mentioned against each document.



Place:_____

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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 s	solemnly and sincerely declare
that, while giving this quotation to 'Nalco	o' against Tender No	
Dt, me/my firm/my company	has abided by all Tax La	ws and Rules including but not
limited to Section 171 of the Central Good	ds and Services Tax Act,	2017.
I, hereby solemnly and sincerely further	declare that me/my firm	n/my company will continue to
abide by the said laws, including but	not limited to Section 1	171 of the Central Goods and
Services Tax Act, 2017, as applicable from	m time to time during th	ne life of the tender and during
execution of any order placed with referen	nce to the said tender.	
I further declare that, me/my firm/my c	company, in furtherance	and in compliance to the said
section, will make commensurate reduc	tion in the basic prices	w.r.t. Input Tax benefits and
reduction in Tax charged to 'Nalco' w.r.t	a. Output Tax benefits in	n connection with goods and/or
services provided.		
I further declare that the foregoing is tr	rue and correct and the	same is a legal obligation and
failure to fulfil if could result in penalties	under the law.	
Date:		

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