NOTICE INVITING TENDER (NIT)

(CAPTIVE POWER PLANT,NALCO,ANGUL)

RFP No:

CPP/T&C/GeM-333/MC-5622/NIT/2026/500

DATE:28/01/2026

SUB:

ANNUAL SERVICE CONTRACT OF VAM-THERMAX

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:

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.

======XXXX======

(Declaration by the bidder)

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.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 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-C2

MANDATORY INFORMATION OF THE BIDDER

All Fields are Mandatory. Enclose Certificate/documentary evidence for fields marked with *.	
Authorized Signatory *……	
Legal Name of Firm as per PAN *……	
Trade Name of Firm as per GST *……	
Postal address of the firm: …… House No. / Plot No : …… Street Name : …… City : …… District : …… State: …… Pin Code : …… Country: ……	
*** 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/Medium……Ancilary…Yes/No
EPF No. : ……	ESI No. : ……
PAN No. : ……	
GSTN No : ……	
Bank Name *……Br.Name……Br.Place……	
Bank A/c No (enclose cancelled cheque)*…… IFS Code……	

Date: _____ **(Signature and official seal of the Proprietor / Authorized Person)**

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 / concurrent commitment of the tenderer are also properly filled up and enclosed **(where ever applicable)**.

(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

ANNEXURE-C5

Undertaking on Downloaded tender documents

We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in 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 Authorized Person With seal

ANNEXURE-C10

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.

ANNEXURE-C17

LIST OF STANDARDISED BANKS

I. List of PSU Banks

Sl. No.	Name of the Bank	Sl. No.	Name of the Bank
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 of Private Banks

Sl. No.	Name of the Bank	Sl. No.	Name of the Bank
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. List of Foreign Banks

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

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

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

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

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 **02 (Two) 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.	
c)	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.	

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.	

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 :_____

नालको NALCO

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

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

SIGNATURE OF TENDERER WITH SEAL

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.**

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 / Concurrent Commitments** in the proforma enclosed in the proforma enclosed in the Bidding Document **(where ever applicable)**.

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: _____

ANNEXURE-C27

APPENDIX FOR DOCUMENTS TO BE SUBMITTED BY BIDDER

Sl. No.	Contents		Page Nos.
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 TENDER**	---- to ---
	ii) Completion Certificate		---- to ---
	iii) Amendment Copy ,if applicable		---- to ---
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 **(Not applicable)**		---- 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) Declaration by the bidder (ANNEXURE-C4 of NIT)		---- to ---
	v) Undertaking of downloading of tender document (Annexure-C5 of NIT)		---- to ---
	vi) Details of Present / Concurrent Commitments of the tenderer (ANNEXURE-C8 of NIT)	**ONLY FOR OPEN TENDER (where ever applicable)**	---- to ---
	vii) Bank Mandate Form for e-payment (Annexure-C10 of NIT)		---- to ---
	viii) SAC Code (Annexure-C18 of NIT)		---- to ---
	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	Pre-Contract Integrity Pact (Annexure-C21 of NIT)		---- to ---
7	Preference to Make In India(Annexure-A09)		---- to ---
8	Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (Annexure-A10)		---- to ---
9	Works orders with amendments (if any) as documentary proof for Present / concurrent commitment	**ONLY FOR OPEN TENDER (where ever applicable)**	

NOTE –

1. **The above details should 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.**

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.

Annexure-C32

Declaration by Bidder for Implementation of Integrity

Tender Ref:_____

I/We _____(Name of the Bidder) commit to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract. I/ We further undertakes that

- Will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage to any official of the Buyer, connected directly or indirectly with the bidding process, evaluation, contracting and implementation of the Contract.
- 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.
- will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- will commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- will not instigate or cause to instigate any third person to commit any of the actions mentioned above.

Yours faithfully

(Authorized signatory of the Bidder)
Date: