

SUB: PAINTING OF CHP EQUIPMENTS & ASSOCIATES

AGENCIES INTENDING TO PARTICIPATE SHALL FULFILL THE FOLLOWING MINIMUM PRE-QUALIFICATION CRITERIA (WITH SUPPORTING DOCUMENTS & THEY NEED TO FILL UP ANNEXURE-C25 TO ANNEXURE-C27 OF THE NIT TO ENSURE SUBMISSION OF ALL DOCUMENTS AS PER REQUIREMENT OF NALCO)

PRE QUALIFYING CRITERIA.

A) TECHNICAL

Experience criteria	Documentary proof
<p>The bidder should have experience of having successfully completed “Similar Work” during the last seven years ending on last day of the month previous to the one in which the NITs are invited, should be either of the following:</p> <p>i) Three similar completed/partially completed works each (with above criteria) having executed value not less than ₹ 9.74 lakhs (Rupees Nine Lakh Seventy Four Thousand Only) excluding GST.</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed/partially completed works each (with above criteria) having executed value not less than ₹ 12.17 lakhs (Rupees Twelve Lakh Seventeen Thousand only) excluding GST.</p> <p style="text-align: center;">OR</p> <p>iii) One similar completed/partially completed work (with above criteria) having executed value not less than ₹ 19.48 lakhs (Rupees Nineteen Lakh Forty Eight Thousand only) excluding GST.</p> <p>The work experience should be of “Working directly” and possess relevant experience as per the details given under experience criteria. “Working directly” implies, working as a Contractor or Sub Contractor under above authorities who is the Principal Owner of the work.</p> <p>Evaluation criteria:</p> <p>i) Cost of the completed works by the bidder shall be escalated @ 10% per annum (simple rate) to bring them at the current price level.</p> <p>(The cost of work completed within one year prior to original date of bid opening shall not be considered for any weightage. The weightage shall only be considered for work completed prior to one year of original date of bid opening on annual basis and no weightage shall be given for part of the year).</p>	<p>1. The bidder should submit copy of following documents duly attested by a notary public or Gazetted officer.</p> <p>a) Work Order with value along with Amendment (if any), Scope of Work & Bill of quantity for assessment of Experience Criteria.</p> <p>b) Satisfactory Completion certificate indicating the value of work executed & period of contract obtained from Principal Owner of the work for whom the work has been executed.</p> <p>2. In case the bidder submits the credentials as a sub-contractor the following are to be submitted copies duly attested by a notary public or Gazetted officer:</p> <p>a) Detailed work order / PO / Agreement from the main agency.</p> <p>b) Completion certificate issued by main agency indicating value of work executed and period of contract.</p> <p>c) Completion certificate issued by the Principal / project authorities in favour of the main agency showing due completion of the package.</p> <p>3. In case of partially completed works the party has to submit the part completion certificate indicating the value of work completed and the performance/progress of the bidder should be satisfactory.</p> <p>4. For composite works the bidder shall produce documentary evidence(s) such as final R.A bill copy of the item-wise work execution for financial evaluation justifying similar work.</p> <p>5. The documentary evidence(s) so produced shall be considered only when it is certified /issued by issuing authority bearing the name and designation.</p>

ii) Value of similar work executed by part or full through composite work order(s) must satisfy value criteria of PQC.

“Similar Work” means *“Painting of equipment in any Industrial Set-up”*

Partially completed work in progress (not abandoned) shall be considered and the part completion certificate submitted by the bidder should clearly indicate the value of work completed along with completed portion of the work (which should satisfy similar work) and the performance/progress of the bidder should be satisfactory.

NB: For the documents at 1, 2, 3 & 4 above, the Experience / Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/Completion Certificate issued after 30/06/2022.

(L.MARIA)

Tender Inviting Authority
Tender & Contract Dept., CPP

B) FINANCIAL

Eligibility criteria	Documentary proof
<p>1. The average annual turnover of the vendor for last three financial years should be minimum ₹ 7.30 lakhs (Rupees Seven Lakh Thirty Thousand Only) excluding GST. (Turn over shall be escalated @10% per annum (simple rate) to bring them at the current price level. The turnover of the latest previous year shall not be considered for any weightage).</p> <p>2. Net worth of the bidder during the latest financial year shall be positive as per audited balance sheet.</p> <p>Note: - (For bids received prior to 30th June of any year, the financial figure for the previous to previous year may also be considered for evaluation. Whereas for bids submitted after 30th June, the bidder may also submit financial statement for the previous year certified by Chartered Accountant/Auditor for consideration of their bid.)</p>	<p>The bidders have to submit the copies of audited financial statements and profit & loss accounts of the relevant years in support of both the qualifying criteria along with the bid.</p> <p>All certificates or documents issued by a Chartered Accountant (CA) or Cost Accountant (CMA/CWA) in support of the technical or financial qualifying criteria shall bear a valid UDIN (Unique Document Identification Number), in accordance with the guidelines issued by ICAI and ICMAI. Certificates without a valid UDIN shall not be considered for evaluation.</p>
C. OTHER CRITERIA :-	
<p>1. Joint venture/Consortium bidding shall not be considered against PQC, where one of the partners shall be designated as Lead Partner who meets the financial criteria of PQC singly and all partners experience taken together should meet the experience criteria of PQC.</p>	

C) CRIMINAL BACKGROUND:

The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The bidder shall give an **affidavit** to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary only after date of said tender floating. Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfillment of PQC on group entity terms). The litigation history shall be as per the Format at Annexure-C22 for the purpose of affidavit:

- D)** The bidder should possess independent EPF, ESI, & PAN based GST registration certificates of their firm (as applicable). The party should also possess PAN in the name of the firm or sole proprietor. The bidders are required to upload copy of EPF & ESI certificates and PAN along with the proof of ownership of their firm (in case of PAN is in the name of sole proprietor) along with the offer.

Note:

- Bidders have to declare all the work orders submitted against technical PQC in Annexure-C6, along with page reference.**
- Agencies intending to participate shall fulfill minimum Pre-Qualification Criteria (With supporting documents & they need to fill up Annexure-C25 To Annexure-C27 Of The NIT. All the supporting documents submitted should be attested by a Notary Public or A Gazette Offer. They also have to submit EMD.**
- The bidder needs to submit (upload) the photocopies of all brief orders presently under execution by them as a part of their present / concurrent commitment (where ever applicable).**

4. The value indicated in the experience criteria against 03 (Three) OR 02 (Two) OR 01 (One) work order are excluding all taxes and duties. Therefore, value in work order and completion certificate of the vendor will be considered excluding all the taxes and duties.
5. The Experience/Completion Certificates shall be considered only when it bears the Name and Designation of Issuing Authority. This is only applicable for Experience/Completion Certificates issued after 30/06/2022.

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ANNEXURE-B2**SUB: PAINTING OF CHP EQUIPMENTS & ASSOCIATES****SCOPE OF WORK**

AREA- COAL HANDLING PLANT, CAPTIVE POWER PLANT NALCO
DEPTT- CHP MECHANICAL, CPP NALCO
PERIOD of Contract- 24 MONTHS

JOB DESCRIPTION- PAINTING OF CHP EQUIPMENT & ITS ASSOCIATES REG.

A) CONTRACT SCOPE:

The job is required be carried by the contractor under experienced supervision as per instruction of the Manager in charge (MIC) /EIC or his authorized representative. For all site works clearance/ execution etc. for successful completion of the job the instruction of the MIC or his authorized representative is necessary and will be considered final

The scope of the work (SOW) includes**1. CHP EQUIPMENT & EQUIPMENT - DUCT/PIPE /ASSOCIATE SYNTHETIC ENAMEL PAINTING**

The job involves application of the paint including supply of the paint, thinners etc. for successful completion of the job.

1. PAINTING OF CHP EQUIPMENT & EQUIPMENT - DUCT/PIPE /ITS ASSOCIATES SYNTHETIC ENAMEL PAINTING as per instruction of MIC.
2. Cleaning /de scaling of the job surface with cloth/brush/ wire brush / grinding/ buffing/ sand blasting / diesel / kerosene / water / surface cleaner as per site condition as per instruction of the MIC to remove dust, oil, debris from it.
3. The Surface should be clean, dry & free from oil/grease/ old paint etc.
4. It includes Descaling & removal of old loose, paint, scales /bird droppings etc. with wire brush. Where ever required, chipping, buffing tom be done as per instruction of MIC.
5. All tools tackles brushes & painting equipment etc. required for the said painting are vendor's scope. Consumables required like wire brush, paint brush, paint etc. are under contractor scope. Care shall be taken to avoid spillage of paint/ debris in the floor.
6. The work should be carried under proper supervision to ensure strict compliance to safety & environmental norms.
7. All supply, erection, dismantling of scaffolding & removal of the same for painting is within the scope of the contractor. Safety belts and other safety precautions for safe working must be used without fail. The contractor may use man lifters etc. in lieu of scaffolding for enhanced safety.
8. The unit painting work (primer) constitutes application of 1 (one) coat one coat of anti-corrosive red oxide primer based on phenolated alkyl medium red oxide of iron& zinc chromate pigment conforming to IS-2074.DFT-1x100 mic minimum followed by 2 coats of synthetic enamel paint dft-2x100 min Total DFT-300 micron.
9. A drying time of 16 hours must be allowed between successive coats. The typical quality of paint P<380 gl/ L, volume solids- 505. Application of the thinner- up to 10% maximum.
10. The unit painting work constitutes application of 2 (two) coats of premium quality glossy synthetic enamel based on synthetic resin vehicle & stable weather resistant pigment enamel

paint on the area where primer has been applied .The colour code of the paint should be as per the decision & instruction of the by MIC. A minimum drying time of 5 hours to be allowed between two successive coats. The typical quality of paints:

- a) Application of thinner- up to 10% max
- b) Dry time at 21 C/70 F & 40% -60% RH
- c) To touch- 20-30 minutes
- d) To handle- 3-4 hrs
- e) To over coat- after 17 hrs

11. After completion of the painting the painting debris/scarps etc. generated shall be collected & disposed to the designated place/ bin & the floor to be cleaned.

12. All painting application shall be done by air spraying only. But where ever spray painting is not possible brush application can be used with permission of MIC.

13. The supply of the paints. Thinners etc. within the scope of the contractor. The paint to be used should of reputed make preferably-

- I) ASIAN Paints, II) BERGER Paints, III) NEROLAC Paints, IV) SHALIMAR Paints V) Jenson & Nicholson paints. VI) AKZO NOBEL

OR

It's Substantial Equivalent.

- II) Document evidence against purchase of the above items, GST bill with manufacturer TC/GC, date of manufacturer /product Sl.No, etc. to be submitted. The delivery/ invoice challan should be duly entered at CISF gate to be submitted

N.B: Area of painting in Square meters will be measured for the accounting and Payment.

2. STACKER RECLAIMER EQUIPMENT & EQUIPMENT ASSOCIATE PAINTING

The job involves application of the paint including providing of the paint, thinners etc. on STACKER RECLAIMER, EQUIPMENT & EQUIPMENT ASSOCIATES PAINTING:

1. Cleaning /de scaling of the job surface with cloth/brush/ wire brush / grinding/ buffing/ sand blasting / diesel / kerosene / water / surface cleaner as per site condition as per instruction of the MIC to remove dust, oil, debris from it.
2. The Surface should be clean, dry & free from oil/grease/ old paint etc.
3. It includes Descaling & removal of old loose, paint, scales /bird droppings etc. with wire brush. Where ever required, chipping, buffing to be done as per instruction of MIC. Care shall be taken to avoid spillage of paint/ debris in the floor.
4. All tools tackles brushes & painting equipment, air sprayer etc. required for the said painting are vendor's scope. Consumables required like wire brush, paint brush, paint etc. are under contractor scope.
5. The work should be carried under proper supervision to ensure strict compliance to safety & environmental norms. Care shall be taken to avoid spillage of paint/ debris in the floor.
6. All supply, erection, dismantling of scaffolding & removal of the same for painting is within the scope of the contractor. Safety belts and other safety precautions for safe working at height must be used without fail.
7. The painting shall as per OEM of the equipment standard & requirement. The colour of shade shall be as per MIC instruction.
8. The unit painting work (primer) constitutes application of:
 - a) 1 (one) coat of primer in organic Ethyl Zinc silicate (DFT in Mic -1X 75) minimum.

- b) Followed by one coat of intermediate Epoxy based TiO₂ pigmented coat. (DFT in Mic -1X 75 mic) minimum. (high build polyamine adduct cured Sigma cover-630 of Asian paint ppm or equivalent mass density-1.5 kg/l vol-85% min voc-207g/l min.
- c) Then 2 nos Top Coat Epoxy based TiO₂ pigmented coat (DFT in Mic -2X 50) minimum with same quality as above.
- d) Finally Then finish coat—1no coat of aliphatic acrylic poly urethane (CDE-134%, mass density-1.3 kg/l minimum V-55(min), voc-430 g/l minimum DFT-1x 50 mic minimum. Paint is to be minimum sigmadur-550 of Asian paints ppm or equivalent with mentioned minimum specifications.
9. A drying time of minimum 16 hours must be allowed between successive coats. Application of the thinner- up to 10% maximum.
10. Finish Coat- One Coat of Aliphatic acrylic Poly urethane CDE-134% Vol-55(min), top coat- mass density-1.3kg/l, and vol-55% Dft-1 x 50 mic min. Intermediate coat mass density-1.5 kg/l min.vol-80% DFT- 1X50 MIC minimum. Total DFT-50 micron.
11. All painting application shall be done by air spraying only. But where ever spray painting is not possible brush application can be used with permission of MIC. The typical quality of paints:
- Application of thinner- up to 10% max.
 - Dry time at 21 C/70 F & 40% -60% RH
 - To touch- 20-30 minutes
 - To handle- 3-4 hrs
 - To over coat- after 17 hrs

Sr. No.	Painting scheme	DFT in mic
1	Primer Ethyl Zinc Silicate	Inorganic 1 x 75
2	Intermediate Coat: Epoxy based TiO ₂ pigmented coat	1 x 75
3	Top Coat: Epoxy coat	2 x 50
4	Finished Coat: 2 coat of Aliphatic Acrylic Polyurethane CDE134, %V=55.0(min.)	1 x50
5	THINNER -Zinc silicate	
6	THINNER - Epoxy	
7	THINNER - PU	
	Total DFT minimum	300

12. After completion of the painting the painting debris/scarps etc generated shall be collected & disposed to the designated place/ bin & the floor to be cleaned.
13. The supply of the paints & thinner s within the scope of the contractor .The paints to be used should of reputed make preferably-
- ASIAN Paints, II) BERGER Paints, III) NEROLAC Paints, IV) SHALIMAR Paints V)) Jenson & Nicholson paints. VI) AKZO NOBEL
- OR
- It's Substantial Equivalent.
- Document evidence against purchase of the above items, GST bill with manufacturer TC/GC, date of manufacturer /product Sl .No, etc. to be submitted. The delivery/ invoice challan should be duly entered at CISF gate to be submitted.

N.B: Area of painting in Square meters will be measured for the accounting and Payment.

3. EQUIPMENTS & ITS ASSOCIATES -SCAFFOLDING ASSISTANCE

The contractor has to erect scaffoldings wherever necessary for assisting in the painting /inspection job of equipment , equipment duct/pipe/ Stacker Reclaimer/ their associates etc., as per instruction of the MIC if felt necessary by him as an extra safety measure to carry out the jobs. The scaffolding is to be done with suitable /appropriate quality bamboos/ metallic tubes/ pipes/ perforated plates/ Gratings and clamps in order to make it safe. All supply, erection, dismantling of scaffolding materials required for executing the above job are within the scope of the contractor. Alternatively man lifter vehicle also can be used. But the same is also within the scope of the contractor. however in case of any emergency in the interest of the job occasional help in form crane, forklift etc. shall be provided if available on hire basis as per instruction of the MIC. But all Payment will be released based on square meter area of scaffolding.

B) NALCO Scope:

1. Free electricity and water.
2. Vendor has to make its own arrangement to take it from the nearest available location.
3. Compressed air required is to be arranged by the party.

C) Contractor Scope:

1. Supply of relevant thinners, primers, paints & other consumables.
2. Compressed air (if required) is to be arranged by the party.
3. Scaffolding material/ Mobile crane/ Hydra (if required) & mobilization of all resources for successful completion of the job is in the scope of Contractor.
4. All associated consumables & tools tackles, man power etc. for successful completion of the job is in the scope of Contractor.

ANNEXURE-B3**SUB: PAINTING OF CHP EQUIPMENTS & ASSOCIATES****SPECIAL CONDITIONS OF CONTRACT**

1. All Consumables required for the job are to be arranged by the contractor at their cost.
2. After execution of the jobs, a copy of job card duly signed by the Engineer-in-charge (EIC) / Authorized representative is to be submitted to the EIC immediately.
3. Job cards & bills are to be submitted in the prescribed format only. Requisite stationeries for bill submission to be arranged by the contractor.
4. All tools, tackles, machineries etc. required for the job are to be arranged by the Contractor including the lifting equipments like Forklift, Hydra crane & mobile crane, which shall be arranged by Contractor.
5. Work is to be carried out if required on round the clock basis & the time schedule for Completion of job is to be strictly followed as per Nalco's requirement. In matters of Work execution, the decision of EIC is final and to be strictly followed.
6. The work spot has to be cleaned after execution of work and all the scrap , debris , Used spares, used jute, used oil, grease etc. are to be shifted to the designated locations earmarked in that area as per the direction of EIC or his authorized representative.
7. The, riggers , painters ,supervisors and other technicians deployed for the job should have the desired requisite experience for carrying out the job.
8. The contractor has to ensure deployment of adequate & requisite manpower as per the requirement of EIC or his authorized representative in the respective areas as per the schedule. Any change in the schedule will be communicated to the contractor before one month in advance.
9. It is also envisaged that the contractor shall depute a gang of minimum Six skilled (Two Rigger/fitter, Two painter & Two grinder) and six un-skilled manpower with experienced supervisor in general shift normal days/on Sundays/ Holidays. However if required the contractor has to arrange additional temporary manpower for successful & timely completion of the job even in odd hours/ Sundays/holidays etc.
10. In all cases of controversies / disputes regarding technical matters in connection with execution of job, the decision of the engineer-in-charge shall be final and binding on the contractor.
11. The contractor has to engage adequate & experienced supervisor staff for smooth execution and adequate supervision of the works.
12. In case of retirement/retrenchment and/or long absenteeism of workmen, new suitable workmen can be engaged in his place with due certification by MIC.
13. In case of emergency situation the contractor has to arrange additional suitable man power (over & above the existing resources) maximum up to 12(Twelve) number purely on temporary basis to mitigate the emergency situation.
14. The contractor should execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work, good workmanship and aesthetic finish are the essential part of this contract.
15. The contractor shall ensure use of PPEs by workers during the entire period of work.
16. The work shall be executed in the running/ operating plant & in conjunction with numerous other operations at site. The bidder and his personnel shall co-operate with the existing operating setup and proceed in a manner that shall not affect the operation in any way.
17. The work involves jobs at height. Adequate safety precautions like safety belts, nose mask, eye protection glass etc. should be use. The work should be carried out inside plant as per the safety practice enforced by NALCO safety department. Obtaining work permit, height permit etc. from MIC before start of the job is the responsibility of contractor.
18. The Party has to arrange all the tools& tackles, and any other consumables like paints, primers etc. for the above job.

19. NALCO being an ISO 14001 company, the contractor shall comply all the provision of ISO 14001(EMS criteria) for disposal of debris, used cottons, oils etc. in consultation with MIC.
20. To bring paint/thinner/scaffolding materials/equipment/ tools/tackles etc. to construction site, the contractor has to produce challan/proper document to the NALCO security personnel at gate. The materials shall be checked thoroughly at gate and recorded in their register before allowing any material to the site. It is contractor's responsibility to see that recorded entry no., date, and sign. Of NALCO authorized representative and stamp are there on the challan/ supporting document before taking any material to the site. In addition to above entry will be permitted only during the stipulated working hours. For the returnable materials like tools tackles etc. the said challan is to be retained by the contractor so that the same shall be produced at CISF gate while taking out the same from the plant premises.
21. The work should be carried out inside plant as per the safety practice enforced by NALCO safety department. Obtaining work permit, height permit /safety permit is the responsibility of contractor.
22. The job has to be executed at a stretch, round the clock basis, if required, at any time between the contract periods.
23. The Party has to arrange all the tools& tackles, & Cutting M/c and any other consumables like paints, primers, grinding wheels, brushes etc. for the above job.
24. The contractor shall comply all statutory obligations as applicable.
25. Necessary HRD clearance along with payment of wages, statutory PF, gratuity etc. are to be done by the contractor.
26. The contractor should mention the type & number of work men to be engaged during bid stage.
27. Safety clearance is required to be taken for the job.
28. RA bills to be raised on periodic basis as per NALCO format.
29. Final RA bill shall be cleared after completion of due formalities like HRD clearance, payment of wage, PF, ESI, GST dues, on certification of MIC.
30. Lodging, boarding, conveyance, health facilities of workmen are within contractor's scope.
31. **List of Free Issue material:**
No free issue of any material will be there.
32. **TOOLS AND TACKLES, CONSUMABLES**
All the consumables, tools, tackles consumables etc. required for successful completion of the job has to be arranged by the party. Use of air spray for painting is advisable and preferred. Brushes at difficult locations can be used on permission of MIC. This is within the scope of the contractor. No extra payment will be paid for the same. The list of tools and tackles to be submitted before commencement of the job for inspection by the MIC
33. **INSPECTION & TESTING:**
 1. Inspection will be done by Engineer-in-charge or his authorized representative during execution of the job and any discrepancies observed shall be subsequently rectified carried out by the contractor as per instruction of MIC without extra payment. All inspection report is to be submitted to MIC.
 2. A check list of inspection/erection/ testing / QA report to be submitted to MIC.
 3. Any defect / failure/abnormality observed during the said process has to be rectified free of cost and spares replaced free of cost by the vendor.
 4. Final commissioning/ completion report.
 5. Any manpower, consumables, tools tackles required during testing will be provided by contractor.
34. **DEFECT LIABILITY PERIOD**
 1. The Defect liability period shall be 12 (Twelve) months from the date of completion of work /declaration of completion by MIC in desired format. Accordingly DLP will be 12 months from the said date.
 2. Any failure during the DLP the party has to rework the said job and repair /replace the damaged component free of cost with NEW within the time frame set by MIC. No extra service cost or spare/consumable cost etc. will be paid by NALCO. A service report citing reasons of failure and jobs done and spare consumed to be submitted to MIC before processing of bills. The said assembly will also undergo same test/inspection procedure mentioned in the scope.

35. SPECIFIC SAFETY AND ENVIRONMENTAL REQUIREMENT:-

1. The work involves working in running/operating in the production area i.e Coal Handling Plant. The necessary safety precaution & compliance shall be ensured by the contractor.
2. Height permit should be taken from the safety deptt with recommendation of EIC.
3. The Party shall comply with all the specific as well as General Safety & Environment requirement of Company as issued/directed from time to time.
4. The party has to comply to all applicable the statutory obligations.
5. Use of PPE including safety belt is to be strictly ensured. Experienced supervisor should supervise the job.
6. Good quality scaffolding material to be used & ensured by the contractor.

36. SPECIFIC SAFETY AND ENVIRONMENT REQUIREMENT

Following PPES are to be used by the personnel:

1. Canvas hand gloves
2. Leather hand gloves and apron
3. Safety Shoe (4" ankle height)
4. Safety Helmet
5. Safety goggles
6. Safety Belt
7. Safety net
8. Flash arrestor
9. Mask

37. PF, ESI HRD CLEARANCE

1. The job will be carried out inside CPP, CHP plant, Angul premises. The party should have valid PF, ESI registration to work inside CPP plant premises at Angul.
2. The party has to comply with all the statutory obligations duly notified by the concerned statutory authority/ NALCO from time to time.
3. All the wage payment to workmen should through bank/ net etc. within date stipulated by Nalco/ statutory authority. And relevant documents has to be submitted to Nalco. Presently it is 10th day of subsequent month of completion of the job.
4. HRD clearance from Nalco before processing of the bills has to be taken and submitted along with RA bills.

38. GATE PASS

1. The painting /scaffolding work is a specialized job with expert skill and experience.
2. Vendor should mention the number of gate passes required with their skill type during the bid stage. However minimum – 12 (Skilled worker SW category- 6 nos- Two rigger/fitter, two painter, Two grinder & 6 helpers (USW) category & one experienced supervisor(HSW) man power is likely to be engaged for timely completion of the job.
3. The gate pass shall be on job specific and short term temporary basis.
4. Hence the number of temporary gate passes requested by the contractor based on their requirement shall be issued.
5. Gate pass will be given as on when required as per instruction on MIC.

NOTICE INVITING TENDER (NIT)

(CAPTIVE POWER PLANT, NALCO, ANGUL)

RFP No:

CPP/T&C/GeM-348/MC-5638/NIT/2026/519

DATE:24.03.2026

SUB:

PAINTING OF CHP EQUIPMENTS & ASSOCIATES

ANNEXURE A9

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

- 1.0 The bidders are requested to go through the GoI Order No: P-45021/2/2017-PP(BE-II), DTD: 16.09.2020 for the purpose of Purchase Preference on the basis of Local Content and submit the Declaration by the Bidder accordingly.
- 2.0 For the purpose of this order dtd. 16.09.2020:-
- 2.1 Local content means the **amount of value added in India** which shall, unless otherwise prescribed by the nodal ministry, **be the total value of the item procured** (excluding net domestic indirect taxes) **minus the value of imported content in the item** (including all customs duties) **as a proportion of the total value, in percent.**
- 2.2 Class I local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 50%, as defined at cl. 2.1 above.
- 2.3 Class II local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content equal to or more than 20% but less than 50%, as defined at cl. 2.1 above.
- 2.4 Non-local supplier means a supplier or service provider whose goods, services or works offered for procurement has local content less than 20%, as defined at cl. 2.1 above.
- 2.5 **'Margin of purchase preference'** means the maximum extent to which the price quoted by a "Class-I Local supplier" may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20% against the tender.
- 3.0 Subject to the provisions of the above order and to any specific instructions issued by the Nodal Ministry or in pursuance of this order, purchase preference shall be given to 'Class-I Local supplier' in procurement undertaken by procurement entities in the manner specified here under:-
CASE-I (FOR DIVISIBLE QUANTITY): All the provisions of the order No.P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference. However, in case of participation by MSE & ancillary units, the tender quantity reserved for MSE & ancillary units as per purchase preference policy of NALCO for MSEs as mentioned in the tender document shall take precedence over the purchase preference against the above mentioned order (to be mentioned, if applicable).
- 4.1 In the procurement of goods or works which are divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
 - a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract of full quantity will be awarded to L1.
 - b) If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I Local supplier', within the margin of purchase preference shall be invited to match the L1 price for the remaining quantity and so on and the contract shall be awarded accordingly. In case some quantity is still left uncovered on 'Class-I Local supplier', then such balance quantity may also be ordered on the L1 bidder.
- 4.2 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

- CASE-11(FOR NON-DIVISIBLE QUANTITY):** All the provisions of the order No. P-45021/2/2017-PP(BE-II) dtd. 16.09.2020 shall be applicable for this tender towards purchase preference.
- 4.3 In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.
 - In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 4.4 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.
- 5.0 **Verification of local content.**
- 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**=====

TENDER No.:
CPP/T&C/GeM-348/MC-5638/NIT/2026/519

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(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.

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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)

TENDER No.:
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ANNEXURE-C2

MANDATORY INFORMATION OF THE BIDDER

All Fields are Mandatory. Enclose Certificate/documentary evidence for fields marked with *.	
Authorized Signatory *	
Legal Name of Firm as per PAN *	
Trade Name of Firm as per GST *	
Postal address of the firm:	
House No. / Plot No :	
Street Name :	
City : District :	
State: Pin Code : Country:	
* GeM Portal Login ID:	
Phone No. :	Mobile No. :
Valid Email ID. :	
Gender : Male / Female / Other
Category : General / SC / ST
Type * Micro / Small/ Medium / Ancillary	Micro/Small/Medium.....Ancillary...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-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

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 Networkth is Positive/Negative	Document placed at Page No & File No
1	Last year	Positive/Negative	

Signature & Seal of bidder.

ANNEXURE-C8

DETAILS OF PRESENT / CONCURRENT COMMITMENTS OF THE TENDERER (NOT APPLICABLE)

AS ON/...../..... (*)

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

Name of Work: (*)

Tender Reference No.:(*)

I/We _____, age _____ years, son of _____ do hereby solemnly affirm and declare 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 commencement 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.									

It is certified that the above particulars furnished are true and correct. If any information given is found to be misleading at a later date NALCO will have the authority to take necessary action as per provision of the contract and as per laid down procedure of the Company.

Signature of the bidder _____

Name of the Bidder _____

Company 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 & Kashmir 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-C19

NATIONAL ALUMINIUM COMPANY LIMITED
SMELTER PLANT / CAPTIVE POWER PLANT DIVISION

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

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

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

and state “Yes” or “No” to questions given below:

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

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

Sl. No.	Name	Relationship

SIGNATURE OF THE TENDERER

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-C22

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

I, aged about years, S/O:, At-....., PO-....., Dist-....., Pin-....., State:, Designation: of M/s. have not been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. I do hereby solemnly affirm and state as follows:

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF BIDED OR ABANDONMENT OF WORK BY THE BIDDER

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 any agency in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	
3.	(a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last 5 years.	Yes/No
	(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 turpitude in relation to business dealings	Yes/No
	(b)	If yes, give details:	

Note:

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

Signature of the bidder
Date :

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.	
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'S QUERY	BIDDER'S REPLY/ CONFIRMATION
7.0	Confirm that you have studied complete tender document including technical and commercial part and your offer is in accordance with the requirements of the tender document.	
8.0	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
9.0	Confirm your acceptance for 'Scope of Supply' mentioned in the tender document and confirm that all materials shall be supplied as per Standards and Specification.	
10.0	Confirm your acceptance for Time Schedule as mentioned in tender document.	
11.0	Confirm that your quoted price includes all taxes, duties as applicable for this WORK in accordance with the provision of General Conditions of Contract and Special Conditions of Contract.	
12.0	Confirm that your quoted price includes all types of insurance as per the provisions of General Conditions of Contract and Special Conditions of Contract.	
13.0	Confirm that all costs resulting from safe execution of WORK, such as safety induction, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
14.0	Confirm that adequate numbers of construction equipments, tools, tackles etc. have been proposed which will be sufficient to complete the work as per the time schedule.	
15.0	Confirm that you have proposed adequate project/site organization with qualified supervisory personnel having requisite experience including personnel responsible for safety, planning, stores, QA/QC etc.	
16.0	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
17.0	Confirm that only exception and deviation indicated in the specific format shall be considered and evaluated. Deviations listed at any other places of the tender documents shall not be considered.	

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

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



NATIONAL ALUMINIUM COMPANY LIMITED

(A Government of India Enterprise)

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

Web site: www.nalcoindia.com

ANNEXURE-C25

CHECKLIST FOR BIDDER.

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

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

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.	<u>Preference to Make In India (Annexure-A09)</u>	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	
	iii) Amendment Copy ,if applicable	
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-Profitteering 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 –

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

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-C21PRE CONTRACT INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2026, 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 **Ms L.Maria, 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 **PAINTING OF CHP EQUIPMENTS & ASSOCIATES** 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



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.



- 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

Lisno

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.

6.4 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 him 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.



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:**

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

BIDDER

Name of the Officer: **Ms L. Maria**
 Designation: **AGM (Mech.), Tender & Contract, CPP**
 Company: **NALCO**

Official Seal

Witness

Witness

1. Shubham Kumar
 P.No - 10985

2. Sanku 1.No-10391

1. _____

2. _____
