

TENDER No.:

CPP/T&C/377/MC-5669/NIT/2026/541

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**NOTICE INVITING TENDER (NIT)**

**(CAPTIVE POWER PLANT,NALCO,ANGUL)**

RFP No:

CPP/T&C/377/MC-5669/NIT/2026/541

DATE:03.07.2026

SUB:

HIRING OF 02 CRAWLER DOZERS OF TYPE BD 155/ EQUIVALENT OR HIGHER CAPACITY FOR  
USE IN COAL YARDS OF CHP.

**ANNEXURE A9**

**PREFERENCE TO MAKE IN INDIA**

**ORDER NO. P-45021/2/2017-PP(BE-II), DTD: 16.09.2020**

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

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

- 4.3 In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.
  - In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 4.4 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.
- 5.0 **Verification of local content.**
- The 'Class-I local supplier'/ 'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format attached/enclosed below.**
  - In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class II- local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- 6.0 **Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.**

=====XXXX=====

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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.

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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](http://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/e-BG as instructed by you.
5. We agree to abide by this Tender initially for a period as mentioned at point -7 of F-02 form as validity of offer from the date of opening of Tender and it shall remain binding on us and may be accepted at any time before the expiry of that period
6. **Further we agree to the Pre-Contract Integrity Pact which is part of this tender and has signed the Pre Contract Integrity Pact as at Annexure-C21 duly filled up for further necessary action at your end.**
7. Should this Tender be accepted, we hereby agree to abide by and fulfill all Terms and Conditions of Tender Document as accepted by us and in default thereof, to forfeit and pay to NALCO such sums of money as stipulated in conditions contained in Tender Documents. We understand that NALCO is not bound to accept the lowest or any Tenders received and NALCO reserves the right to reject any or all tender without any liability.
8. This Tender together with written "Acceptance" thereof, shall constitute a binding CONTRACT between NALCO and us, till a formal contract is executed.

Date \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_

**(NAME IN BLOCK LETTERS)**

(To be signed by authorized person.)

Fax: \_\_\_\_\_, Mob: \_\_\_\_\_

Email: \_\_\_\_\_

(Seal of the Company)

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**ANNEXURE-C2**

**MANDATORY INFORMATION OF THE BIDDER**

|                                                                                                     |                                           |
|-----------------------------------------------------------------------------------------------------|-------------------------------------------|
| <b>All Fields are Mandatory. Enclose Certificate/documentary evidence for fields marked with *.</b> |                                           |
| 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)

In case of no deviation please write 'No Deviation' in the space below:

**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](http://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

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ANNEXURE-C10

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

To  
National Aluminium Company Limited  
Nalco Nagar – 759145, 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.<br>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**

| <b>I. List of PSU Banks</b> |                       |         |                           |
|-----------------------------|-----------------------|---------|---------------------------|
| 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             |         |                           |

| <b>II. List of Private Banks</b> |                               |         |                                |
|----------------------------------|-------------------------------|---------|--------------------------------|
| 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.           |

| <b>III. List of Foreign Banks</b> |                                               |            |         |                                            |            |
|-----------------------------------|-----------------------------------------------|------------|---------|--------------------------------------------|------------|
| 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.                           | BSOJ 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 |

[illegible]

ANNEXURE-C19

**NATIONAL ALUMINIUM COMPANY LIMITED**  
**SMELTER PLANT / CAPTIVE POWER PLANT DIVISION**

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

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

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

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

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

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

| Sl. No. | Name | Relationship |
|---------|------|--------------|
|         |      |              |

**SIGNATURE OF THE TENDERER**

ANNEXURE-C20

**Important:** Suppression of information shall be viewed seriously and action deemed fit would be taken including termination of the contract.

(Strike out which is not applicable)

1. I/We hereby declare that none of my/our relative is an employee of NALCO.
2. I/We hereby declare the following are the employee/s of NALCO is/are my/our relative/s.

| Sl.No. | Name of the employee/ P.No. /<br>Designation/Place of Posting. | Relationship with the employee. |
|--------|----------------------------------------------------------------|---------------------------------|
| 1      |                                                                |                                 |
| 2      |                                                                |                                 |
| 3      |                                                                |                                 |

(PLEASE ATTACH EXTRA SHEET, IF REQUIRED)

SIGNATURE OF THE TENDERER

**ANNEXURE-C24**

**COMMERCIAL QUESTIONNAIRE**

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

| SL. NO. | NALCO'S QUERY                                                                                                                                                                                                                                                                                                                                                                     | BIDDER'S REPLY/<br>CONFIRMATION |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1.0     | Confirm that your offer is valid for <b>45 DAYS</b> 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/<br>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/<br>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](http://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,<br>(b) Downloaded from Internet | Yes / No<br>Yes / No |
| 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.    | <b>Annexure-C19 &amp; C20</b> regarding relatives in NALCO                                                                                                                      | Yes / No             | Yes / No        |
| 18.    | <b>Annexure-C8</b> regarding details of present / concurrent commitments and information of the tenderer ( <b><u>where ever applicable</u></b> )                                | Yes / No             | NA              |
| 19.    | Documentary evidence in support of pre-qualifying criteria of the NIT<br><br><b>Work Orders listing as per (Annexure-C6)</b><br><b>Work Orders listing as per (Annexure-C7)</b> | Yes / No<br>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 ( <b>Annexure-C21</b> )                                                                                                                             | Yes/No               | NA              |
| 27.    | <b><u>Preference to Make In India (Annexure-A09)</u></b>                                                                                                                        | Yes / No             | Yes / No        |
| 28.    | <b>Compliance of Public order on Restrictions under Rule 144 (xi) of the General Financial Rules (Annexure-A10)</b>                                                             | 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/e-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 / e-BG ☐

EMD value: Rs. \_\_\_\_\_

BG / e-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 / e-Bank Guarantee** towards Earnest Money Deposit enclosed with Techno-commercial Part of your offer (if submitted in the form of BG / e-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) <b>Work Orders for technical PQC criteria with scope of work and BOQ</b>                                  | ONLY FOR OPEN TENDER<br>---- to ---                                  |
|         | ii) <b>Completion Certificate</b>                                                                            |                                                                      |
|         | iii) <b>Amendment Copy ,if applicable</b>                                                                    |                                                                      |
| 3       | i) Balance Sheet and Profit & Loss statements of last 3 financial years <b>(Audited by C.A)</b>              | ---- to ---                                                          |
|         | ii) Bank Solvency of last financial year <b>(Not applicable)</b>                                             | ---- 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 <b>(Original)</b>                                                             | ONLY FOR OPEN TENDER<br>---- 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)<br>---- 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<br>---- 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.**

**Annexure-C30**

**Format:- (To be submitted with BID)**

**ANTI-PROFITEERING DECLARATION FORMAT**

To whomsoever it may concern.

I, Mr. \_\_\_\_\_, Proprietor/\_\_\_\_\_ (other authorized signatories) of M/s. \_\_\_\_\_, hereby solemnly and sincerely declare that, while giving this quotation to 'Nalco' against Tender No. \_\_\_\_\_ Dt.\_\_\_\_\_, me/my firm/my company has abided by all Tax Laws and Rules including but not limited to Section 171 of the Central Goods and Services Tax Act, 2017.

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

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

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

**Annexure-C33**

For issuance of Electronic Bank Guarantee through National E-Governance Services Limited (NeSL) platform, details of NALCO (beneficiary) are as under :

|        |                                     |                                           |
|--------|-------------------------------------|-------------------------------------------|
| (i)    | Income Tax PAN                      | AAACN7449M                                |
| (ii)   | Name                                | National Aluminium Company Limited        |
| (iii)  | Date of Incorporation               | 07.01.1981                                |
| (iv)   | Email ID                            | laxmi.maria@nalcoindia.co.in              |
| (v)    | Contact Number                      | 9556783805                                |
| (vi)   | Legal constitution                  | Entity                                    |
| (vii)  | Registered office address           | Nalco Bhawan, P/1, Nayapalli, Bhubaneswar |
| (viii) | Registered office address pin code  | 751013                                    |
| (ix)   | Communication address               | Nalco Bhawan, P/1, Nayapalli, Bhubaneswar |
| (x)    | Communication address Pin Code      | 751013                                    |
| (xi)   | Beneficiary Bank Account number     | 10657908589                               |
| (xii)  | IFSC Code                           | SBIN0008279                               |
| (xiii) | Business Unit Code for EMD BG       | 1300                                      |
|        | For Other BGs                       | 1300                                      |
| (xiv)  | Tender doc ref No./Contract Ref No. | CPP/T&C/377/MC-5669/NIT/2026/541          |
| (xv)   | Vendor Code                         | <If available>                            |

**ANNEXURE-B2**

**SUB: HIRING OF 02 CRAWLER DOZERS OF TYPE BD 155/ EQUIVALENT OR HIGHER CAPACITY FOR USE IN COAL YARDS OF CHP.**

**SCOPE OF WORK**

**1.0 General Profile**

|    |                                                      |                                                                                                                                                 |
|----|------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | Name of the Work                                     | <b>Short Term Contract proposal for hiring of 02 crawler dozers of type BD 155/ equivalent or higher capacity for use in coal yards of CHP.</b> |
| 2  | Objective                                            | <b>Dozing, pushing, piling and compacting of yard coal.</b>                                                                                     |
| 3  | Scope of Work                                        | <b>Dozing of yard coal in CHP</b>                                                                                                               |
| 4  | Contract Period                                      | <b>120 days</b>                                                                                                                                 |
| 8  | Escalation towards upward revision of labour charges | Not Applicable ( Firm Price Basis)                                                                                                              |
| 9  | FIM                                                  | NIL                                                                                                                                             |
| 10 | <b>HRD clearance,PF &amp; ESI</b>                    | <b>Not Applicable</b>                                                                                                                           |
| 11 | Safety clearance                                     | Applicable                                                                                                                                      |
| 12 | Gate Pass                                            | Temporary gate pass to be issued for entry of 02 crawler Dozers including operators.                                                            |

**2.0 DETAIL SCOPE OF WORK**

1. The party has to supply **on hire basis** 02 nos of **crawler** dozers of **type BD 155/ equivalent or higher capacity for use in coal yards of CHP.**
2. The party has to ensure the engagement of dozers daily for smooth dozing operations in coal yards. Penalty will be levied as per penalty clause if the job is not executed.
3. Dozer operation is to be done in coal yards of CHP-1, CHP-2, CHP-2A, CHP-3 & CHP-3A and at other coal yards/ stock yards for various activities required for coal yard management. The major operation involves pushing, pulling, spreading and compacting, piling up the reclaimed coal for further reclaiming, operation for extinguishing fire in coal etc. All the activities must be followed as per directive of Manager-in-charge. If required, the contractor may be advised to carry out other miscellaneous works which involves dozer operation for coal yard management or at other locations in the plant as per direction of Manager-in-charge.
4. It is the responsibility of the contractor to ensure day to day activities like hour-meter reading of the dozers, job allocation as directed by Manager-in-charge, job execution, safety and reporting on daily basis.
5. Running hour of the dozer should be 08 Hrs/per dozer/day and may be varied as per the site requirements.
6. The contractor has to mobilize and engage his work force & equipment within 01 hrs of notice / intimation as per the instruction of the Manager-in-charge.
7. The dozing operation may be stopped at any time with short notice to the contractor by the Manager-in-charge.
8. The Contractor will take full responsibility to ensure proper workmanship, good quality of work and supervision during the contract period without any additional cost.

9. The scope also includes supply of dozer operators, all consumables including fuel, lubricants etc. tools /tackles required for machines and maintenance of the machine, Maintaining logbook, interaction & compliance of instruction of Engineer-in-charge etc. will be done by the contractor at his own risk and cost. Payment will be made as per running hour basis as per BOQ.
10. Engagement and operations (including extra operations if any) of Dozers in various shifts (G shift, A shift, B shift, or combinations of shifts etc.) at various locations will be intimated by Engineer-in-charge daily and it is to be followed & executed accordingly.
11. The contractor has to maintain record / job slip / log book for the dozer operations and submit along with RA Bill.

### **3.0. Penalty condition**

If the total running hours of 2 nos. of Dozers are less than 112 Hrs/Week due to contractor's problem, then penalty @ double the quoted amount will be charged for the short fall hours against stipulated quantity. Here contractor's problem means non deployment of Dozer/non engagement of Dozer operator/non availability of Dozer fuel or any maintenance issue which are purely under contractor's responsibility.

**ANNEXURE-B3**

**SUB: HIRING OF 02 CRAWLER DOZERS OF TYPE BD 155/ EQUIVALENT OR HIGHER CAPACITY FOR USE IN COAL YARDS OF CHP.**

**SPECIAL CONDITINS OF CONTRACT**

1. Contract Period: Contract period is 120 days and Nalco reserves the right to short close or extend the contract period.
2. The work shall be carried out as per direction of Manager-in-charge.
3. QUANTITY VARIATION: If required to execute the quantity beyond the quantities mentioned in the schedule the contractor shall have no option but to execute the works, as per direction of the Manager-in-charge at the same rates, terms & conditions. Payment shall be released to the contractor for the actual executed quantity only.
4. Gate Pass: The contractor shall have to arrange valid gate pass for the labour/ workers/ vehicles engaged by him in order to enter into the factory premises.
5. TIME OF WORK: The factory timings are as follows: 'A' Shift - 6.00 AM to 2.00 PM, 'B' shift – 2.00 PM to 10.00 PM 'C' shift - 10.00 PM to 6.00 AM, 'G' shift - 8.30 AM to 5.30 PM (with 1.00 Hr break from 1PM to 2PM).
6. In case of any abnormal situation no dozing operation shall be carried out in coal yard. In such case no idle charge will be entertained in any form.
7. Dozers should be kept well maintained and must be attended without any lapse during intermediate troubles.
8. The payment will be released through monthly RA Bills. Contractor has to submit total running hour per dozer as supporting documents for the claim.
9. PAYABLE TAXES & DUTIES: Taxes and duties are to be paid by the contractor as per the rule.
10. DEDUCTION OF INCOME TAX & GST: Shall be deducted as per prevailing rate
11. PERSONAL PROTECTIVE EQUIPMENTS (PPEs): The dozer operation in coal yard and in other areas involves fire, smoke & dust related hazards. So the contractor has to take all necessary safety precautions for operators carrying out the job and shall provide adequate and relevant special PPEs (as given below) to the employees. Before supply, recommendation of Safety officer is to be taken regarding model & quality of above items and safety clearance after supply to dozer operators.  
  
(i) Nose mask (ii) Cotton Apron not below the quality of boiler suit  
RA bills will not be processed for non-Supply of these items.
12. Work will be executed inside plant premise. Hence the Contractor has to obey and abide by all the statutory, safety, Environment & Social accountability rules or any other rules / statutes that will be applicable from time to time
13. The contractor has to take safety clearance before commencing the work.
14. Environment: The contractor has to abide by the environmental management system requirement.
15. The persons deployed for the job must have valid operating license and must be well acquainted with the job and they should have knowledge about the duty of work to be discharged by all of them.
16. Contractor shall be fully responsible for behaviour of his employees and himself.

17. You are requested to deploy only experienced and qualified dozer operator, to ensure safe operations inside plant premises.
18. The contract may be short closed from Nalco side by giving 15 (Fifteen) days advance notice period to the vendor if the regular proposal gets finalized at lower rate within the execution period of this short term contract.

ANNEXURE-C21

**PRE 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 **HIRING OF 02 CRAWLER DOZERS OF TYPE BD 155/ EQUIVALENT OR HIGHER CAPACITY FOR USE IN COAL YARDS OF CHP** and the BIDDER/Seller is willing to offer/has offered the stores and

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

**NOW THEREFORE**

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

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

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

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

**Commitments of the BUYER**

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

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

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

#### Commitments of BIDDERS

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

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- 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.  
The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.
- 3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 4. Previous Transgression**
- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
- 5.. Sanctions for Violations :**



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

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

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of

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

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

**6. Independent External Monitors (IEMs):**

- 6.1. The BUYER has a panel of Independent External Monitors (hereinafter referred to as-IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/NALCO's website ([www.nalcoindia.com](http://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 his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

**7. Facilitation of Investigation:**

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

**8. Law and Place of Jurisdiction:**

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

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9. **Other Legal Actions:**

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

10. **Validity:**

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. Jhuphan Kumar  
P.Nb-10988

2. MIC  
P.Nb. 09189

1. \_\_\_\_\_

2. \_\_\_\_\_

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