

**ANNEXURES, APPENDICES AND
DEVIATION STATEMENT TO BE
FILLED UP & UPLOADED BY THE
BIDDERS**

-: 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 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 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/ suspended in any unit of NALCO/ Other PSUs / GOVTs of India/ states.
- (c) That, we have never been prosecuted by any statutory authority.
- (d) That, any change in the constitution of the firm shall be made with prior clearance from Nalco.
- (e) That, we have studied all the clauses/sub-clauses terms and conditions of the tender documents and our offer fully comply with the requirements spelt out in the tender documents.
- (f) We undertake to abide by and comply with all the safety and environmental regulations in force during the execution of work.
- (g) We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.
- (h) The appendix I & II regarding relatives working in NALCO are filled up and enclosed.
- (i) We undertake that we are currently not involved in any litigation relating to the works (If Yes, give details).
- (j) We undertake that we or any of our constituent partners have not been debarred/ expelled by any agency in India during the last 5 years (If Yes, give details).
- (k) We undertake that we or any of our constituent partners have not failed to perform on any contract work in India during the last 5 years (If Yes, give details).
- (l) We declare that all supporting documents of the offer submitted are attested by a gazetted officer / Notary.
- (m) I/we declare that I/we have not been convicted / or any case has been initiated against me / us by a Court of Law or indictment / adverse order by a regulatory authority against me / us, or my / our company or against any sister concern of mine / ours which relates to a criminal offence."**

I further declare that all above statements are true and if found otherwise any time during pre-ordering/post ordering stage of the contract, action as deemed fit by NALCO including 'rejection of my offer' and 'debaring/blacklisting' may be taken against me/my firm / my company and shall be binding on me/ firm / my company represented by me.

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

Date : _____ Name of the signatory.....
 Postal address of the firm-----

 PAN NO : _____ TIN NO : _____
 PF NO : _____ ESI NO : _____
 GSTIN: _____
 Phone No..... Mobile No.....Fax No.....
 Email Address :

**INTERNET BANKING / R.T.G.S. BANKING MANDATE FORM
(To be submitted in Duplicate)**

To
National Aluminium Company Limited,
M&R complex,
Damanjodi-763008

Dear Sir,

SUB: AUTHORISATION FOR RELEASE OF PAYMENT DUE FROM NALCO, M&R COMPLEX THROUGH INTERNET BANKING (SBI) OR THROUGH R.T.G.S. BANKING.

Refer Order No..... date..... and/ or Tender/ Enquiry/ Letter No..... date.....

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party. :
 2. Address of the Party.

- City..... Pin Code

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E-mail Id:

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code.	
MICR No.			
(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 and code number)			
Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			
R.T.G.S. IFSC Code.			

4. Date from which the mandate should be effective: Dt. / /20.....

I/WE 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 M/S NATIONAL ALUMINIUM COMPANY LIMITED RESPONSIBLE. I ALSO UNDERTAKE TO ADVISE ANY CHANGE IN THE PARTICULARS OF MY ACCOUNT TO FACILITATE UPDATING OF RECORDS FOR PURPOSE OF CREDIT OF AMOUNT THROUGH RBI ECS/ RBI EFT/SBI NET.

Place: _____ Signature of the party/ Authorized Signatory
 Date: _____

-----Certified that
 particulars furnished above are correct as per our records.

Bank's Stamp:
 Date:

(Signature of the Authorized Official from the Bank)

Undertaking Letter 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 www.eprocure.gov.in / www.gem.gov.in. 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 besides any action as deemed fit by NALCO.

Company Name _____

Name _____

Signature _____ Date _____

Postal Address _____

Email ID _____

Phone _____ FAX _____

**Signature of Authorised
Person With seal**

EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS

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

In case of single part bidding no deviation is acceptable.

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

Signature & Seal of bidder.

NATIONAL ALUMINIUM COMPANY LIMITED.

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

The tenderer shall carefully study the list of directors of NALCO given below and state “Yes” or “No” to questions given below:

Sl.No	Name	Sl.No	Name
1.	Shri Brijendra Pratap Singh, CMD	7.	Part Time Official Directors
2.	Shri Pankaj Kumar Sharma, D(P)	8.	Shri Sanjay Lohiya, IAS
3.	Shri Jagdish Arora, D (P&T)		Shri Vivek Kumar Bajpai
4.	Shri T K Pattanayak D(HR)		Part Time Non-Official Directors (Independent Directors)
5.	Shri A K Behuria D(F)	9.	Ms. Trupti Kamlesh Patel
6.	Shri Anil Kumar Singh D(C)	10.	Shri Patel Sanjaykumar
		11.	Dr. Ajay Narang

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 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 tenderer / partner / member / Director as the case may be.

Sl.No.	Name	Relationship

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

(Strike out which is not applicable)

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

Sl.No.	Name of the employee/ P.No. / Designation/Place of Posting.	Relationship with the employee.
1		
2		
3		
4		

(PLEASE ATTACH EXTRA SHEET, IF REQUIRED)

DETAILS OF PRESENT COMMITMENTS OF THE TENDERER

Not applicable for this tender

PROPOSED SITE ORGANISATION

NAME OF TENDERER:

Tenderer is to indicate here the site organization, he proposes to set up for execution of the work.

It is understood that this will be augmented from time to time depending on the requirements for timely completion of the work as directed by the Engineer-in-Charge.

Tenderer is also to furnish the bio-data of the Resident Engineer & key personnel to be deployed at site.

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

- 4.3 In the procurement of goods or works which are not divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II local supplier' as per the following procedure:
- Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - If L1 bid is not a 'Class I local supplier', the lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference and contract shall be awarded to such 'Class-I Local supplier' subject to matching the L1 price.
 - In case such lowest eligible 'Class-I Local supplier' fails to match the L1 price, 'Class-I Local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- 4.4 'Class-II local supplier' will not get purchase preference in any procurement undertaken by procuring entities.

5.0 Verification of local content.

- 5.1 The 'Class-I local supplier'/'Class II-local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class II-local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made. **Declaration to be given in the format attached/enclosed be low.**
- 5.2 In case of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class II- local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of the companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 5.3 Decisions on complaints relating to implementation of this order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

6.0 Only "Class-I local suppliers and Class-II local suppliers", as defined under the order, shall be eligible for participation against this tender. The offers of 'Non-Local Suppliers' shall not be considered for evaluation against this tender.

(Declaration by the bidder on their letter head)

To,
GM (T&C),
M/s . National Aluminium Company Limited,
Alumina Refinery, T&C Dept
Damanjodi, Dist.-Koraput, Odisha-763008

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/shaving 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.:

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;

Tender no: T&C/AR/03/eC-3021

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).

C) For works contracts, including Turnkey contracts, the successful bidder shall not be allowed to subcontract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "Contractor from a country which shares a land border with India" shall be as in paragraph (3) above.

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

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

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

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

- 1) The facts contained herein are within my own personal knowledge.
- 2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
- 3) I certify that M/s _____ (name of bidder entity) is not from such a country or, is from such a country (**strike out whichever is not applicable**), has been registered with the Competent Authority. I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].
- 4) I understand that the submission of incorrect data and / or if certificate / declaration given _____ by _____ M/s _____(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATORY:

DATE: _____

Seal / Stamp of Bidder

FORWARDING LETTER AND UNDERTAKING

From: _____

To
Tender Inviting Authority
National Aluminium Company Ltd.

Sub: Letter of Undertaking.

1. Having carefully examined all the Tender Documents under reference no., **Date:** we offer to complete the works in conformity with all the terms and conditions as detailed in the Tender Documents.

2. We here by confirm that we have downloaded the complete set of tender documents along with the set of enclosures hosted in www.eprocure.gov.in / 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 agree to abide by this Tender initially for a period as mentioned at SI no: 11 of Page-6 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.

5. 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-1D duly filled up for further necessary action at your end.

6. 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.

7. 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)

MANDATORY INFORMATION OF THE BIDDER

All Fields are Mandatory. Enclose Certificate/documentary evidence for fields marked with *.

Authorized Signatory*	
Legal Name of Firm as per PAN*	
Trade Name of Firm as per GST *	
Postal address of the firm:	
House No. / Plot No :	
Street Name :	
City : District :	
State: Pin Code : Country:	
CPP Portal Login ID*:	
Phone No. :	Mobile No. :
Valid Email ID. :	
Alternate 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)

APPENDIX-IX

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).

List of Independent External Monitors(IEMs) of NALCO

Not Applicable for this tender.