

<p>नालको  NALCO</p> <p>Tender Ref. No- NALCO/CORP/PnT/CONT/2026/004</p>	<p>Appointment of Project Management Consultant (PMC) for construction of Nalco Office Building at Kharghar Mumbai on Deposit Work Basis cum EPC Mode.</p>
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**REQUEST FOR QUOTATION
FOR**

“Appointment of Project Management Consultant (PMC) for Construction of Nalco Office Building at Kharghar Mumbai on Deposit Work Basis cum EPC Mode”.

BID REFERENCE NO: NALCO/CORP/PnT/CONT/2026/004 DATED 28.04.2026

Issued by
National Aluminium Company Ltd. (NALCO)
(A Government of India Enterprise)
“NALCO BHAWAN”, P1, NAYAPALLI
BHUBANESWAR-751013, ODISHA

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REQUEST FOR QUOTATION (RFQ)

“Appointment of Project Management Consultant (PMC) for Construction of Nalco Office Building at Kharghar Mumbai on Deposit Work Basis cum EPC Mode”.

BID REFERENCE NO: NALCO/CORP/P&T/CONT/2026/004 DATED 28.04.2026

National Aluminium Company Limited (NALCO) invites Bids at Central Public Procurement portal in two bids system from any Schedule-A Central Public Sector Undertakings (PSUs) setup by the Central Govt. to carryout Civil or Electrical works as per GFR for **PMC for Construction of NALCO office Building at Kharghar Mumbai** on Deposit Work Basis cum EPC Mode. The PMC Agency shall be selected /Appointed on the basis of Quality-cum-cost based selection system (QCBS) as defined in this document:

IMPORTANT INSTRUCTIONS

1) Employer/Owner	National Aluminum Company Limited (NALCO)
2) Estimated Cost for Project Execution (excluding PMC Charges and GST) - Indicative for the complete Project)	Rs. 31.54 CR
3) Completion Time	24 Months including planning, tendering process, statutory approval and execution
4) Cost of Tender Documents.	NIL



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PROPOSAL DETAILS


1	NAME OF THE WORK/ SERVICE:	Appointment of Project Management Consultant (PMC) for Construction of Nalco Office Building at Kharghar Mumbai on Deposit Work Basis cum EPC Mode
2	NIT REFERENCE NUMBER	NALCO/CORP/P&T/CONT/2026/004 DATED 28.04.2026
3	MODE OF TENDERING (E tendering)	<p>OPEN TWO PART (Quality-cum-cost based selection system (QCBS))</p> <p>Part: - I Bid (Techno Commercial): Technical details of the organization required as per the RFQ document, Documents related to PQC criteria financial information along with other desired information/certificate as per the Annexures of this proposal document.</p> <p>Part - II: Price bid</p>
4	LOCATION OF THE WORK	Plot No- 14, Sector-2 Kharghar, Navi Mumbai, Maharashtra
5	NO. AGENCY required & % of distribution	One Agency & 100% Divisibility & Splitting of work : Not Applicable
6	CONTRACT DURATION	24 MONTHS AFTER PLACEMENT OF LOA.
7	PRE-BID MEETING:	<p>APPLICABLE, Hybrid Mode P&T DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751013</p> <p><u>Pre-Bid meeting date & time</u> 06.05.2026 AT 11:00 AM Last date for submission of query/clarification 04.05.2026</p> <p>Pre-Bid Meeting Link Join Zoom Meeting</p>

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		https://zoom.us/j/97079333118?pwd=6XcbR8mQHAh0gjuEhaNC5YDczoXa4F.1
8	PUBLICATION OF NIT	28.04.2026
9	START DATE AND TIME OF SUBMISSION OF BID/PROPOSAL AT CPP PORTAL	07.05.2026 AT 11:00 AM
10	LAST DATE AND TIME OF SUBMISSION OF BID/PROPOSAL AT CPP PORTAL	19.05.2026 AT 04:00 PM
11	DATE AND TIME OF BID OPENING (part 1 bid)	20.05.2026 AT 04:00 PM
12	ADDRESS FOR ALL COMMUNICATIONS AND VENUE FOR TECHNO-COMMERCIAL DISCUSSION/ PRE-BID MEETING etc.	P&T DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED Nalco Bhawan, P/1, Nayapalli, Bhubaneswar-751013, India
13	VALIDITY OF OFFER	06 (Six) months from the date of opening the part-I bid (techno-commercial).
14	EMD	Not Applicable
15	DEFECT LIABILITY PERIOD.	12 months from the date of Successful Completion of work i.e. handing over of building with all statutory clearance
16.	INTEGRITY PACT	Applicable - Attached Separately as PDF file
17	TAXES & DUTIES.	GST shall be paid extra as per Applicable
18	PRICE VARIATION CLAUSE	NOT APPLICABLE
19	Security Deposit	Applicable
20	Tender Inviting Authority	Sri Awadhesh Lal Gupta Sr Manager (Matls), P&T Department National Aluminum Company Limited P/1 Nayapalli Bhubaneswar-751013, Odisha Email: sunil.mishra@nalcoindia.co.in M-9437495307
21	Contact Persons	1. Sri Sunil Kumar Mishra

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		<p>General Manager (Civil) T&C Email: sunil.mishra@nalcoindia.co.in M-9437495307 2. Sri Matruprasad Behera AGM (Civil), P&T Department Email: matruprasad.behera@nalcoindia.co.in M-9437963594</p>
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NOTICE INVITING TENDER

Sub: **"Appointment of Project Management Consultant (PMC) for Construction of Nalco Office Building at Kharghar Mumbai on Deposit Work Basis cum EPC Mode"**.

1. Digitally signed Two Part bids in prescribed format are invited from the PSUs on deposit work basis. The PMC Agency shall be selected /Appointed on the basis of Quality-cum-cost based selection system (QCBS) as defined in this document.
2. The entire set of NIT/Tender document/ RFQ duly signed by the Bidder needs to be uploaded in CPP Portal before the scheduled time of bid submission. Bids will be received up to last date and time specified or extended subsequently, as the case may be through e-tendering at CPP Portal. NALCO shall not be responsible for any expenses incurred by the bidders in bidding process in connection with the preparation & submission or any other expenses for their bids. The bidder should go through entire NIT prior to bidding.
3. Further, bid shall be evaluated based on documents uploaded without any further reference to bidder. So bidder must ensure that all relevant documents are uploaded at the time of submission of offer. If Nalco desires, the bidder may be asked to submit hard copies as being uploaded by them for verification.
4. Amendments and/or Clarifications, hosted subsequently before last due date for uploading on website at **CPP Portal** for NIT shall also form part of the Tender Documents. Bidder are requested to visit CPP Portal regularly to view/download notifications on Amendments and/or Clarifications before submission of their bid. NALCO shall not be responsible, for any omission or ignorance by any bidder in seeing the notifications on Amendments and/or Clarifications in the process of submission of their bid.
5. Clarifications, if any, regarding this tender can be obtained from Tender Inviting Authority.

**Tender Inviting Authority
National Aluminum Company Ltd.**

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PART –A

General Information

1. **Company Information**

1.1. National Aluminum Company Limited (NALCO), incorporated in 1981, is a premier Navaratna Public Sector Enterprise under administrative control of Ministry of Mines of Govt. of India in the field of Alumina/Aluminium having integrated multi-locational facility of Bauxite Mining, Alumina Refining, Aluminum Smelter, Power Generation and Port. NALCO has one of the major Aluminum production facilities consisting of Bauxite Mines, Alumina Refinery, Aluminium Smelter and Captive Power Plant, all located in the state of Odisha.

1.2. More details on NALCO can be viewed on company's website www.nalcoindia.com

2. **E-Procurement**

2.1. The bidder wishes to participate in the published tender should have his firm registered in the Eprocure government portal. Accordingly, bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities of Govt. of India such as MTNL / SIFY / TCS / nCode/ eMudhra / NIC etc. After that, bidder will login to the site through using his user ID & Password chosen during registration. The e-token that is registered should be used by the bidder and should not be misused by others.

3. **Purpose of this NIT**


3.1. Nalco has purchased a land on Plot No-14, Sector-2, Kharghar, Navi Mumbai, Maharashtra measuring an area of 1000.7 Sqm from M/s Hindustan Organic Chemicals Ltd (HOCL) through a tripartite agreement with City and Industrial Development Corporation (CIDCO) of Maharashtra in 2019. The lease is for 60 years from 26.05.2006.

3.2. Now NALCO in this tender intends to Appoint a Project Management Consultant (PMC) for Nalco Office Building at Kharghar Mumbai on Deposit Work Basis.


4. **Bidding Process**

4.1. The entire set of Tender document needs to be uploaded and digitally signed in e-procurement site of CPP Portal (www.eprocure.gov.in) before the scheduled time of bid submission.


4.2. Bids will be received up to last date and time specified or extended bid due date, as the case may be through e-tendering at www.eprocure.gov.in.

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- 4.3. NALCO shall not be responsible for any expenses incurred by bidders in connection with the preparation & submission of their bids, and other expenses incurred during bidding process.
- 4.4. The bidders are advised to submit the tender document online well in advance before the prescribed time to avoid any last-minute hitch / problem.
- 4.5. After the bid submission, the acknowledgement number generated by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the tender.
- 4.6. Further, bid shall be evaluated based on documents furnished. So bidder must ensure that all relevant documents are furnished at the time of submission of offer.
- 4.7. This NIT is in two parts. The part -A is mainly General information, instructions to bidder, contract details, Technical specification, various forms, etc. and Part-B is price format. The bidder should go through full NIT before submission of bid.
- 4.8. Bidders are required to submit the hard copy of the followings in a sealed envelope and should reach to the office of Tender Inviting Authority by Speed Post/ Courier/By Hand before the due date & time of bid opening.
 - 4.8.1. The signed & sealed copy of "The Integrity Pact (Annexure-C14).
- 4.9. Clarifications, if any, regarding this tender can be obtained from the Tender Inviting Authority through mail before the date of pre bid query.
- 4.10. After downloading / getting the tender schedules, the bidder should go through them carefully and then submit the documents as asked. Bidder should consider the corrigendum published before submitting the bids online. Bidders in their own interest should get ready in advance to submit the bid documents as indicated in the tender schedule. These documents should be in PDF / XLS / RAR / DWF formats. If there is more than one document, they can be clubbed together.
- 4.11. Bidder should clearly fill up the formats attached with Annexure-1 and submit all supporting documents to meet qualification requirement.
- 4.12. Bidder should check his mail and CPP portal for any information regarding tender from time to time.
- 4.13. Nalco reserve the right to seek any document / information at later stage in respect of evaluation of bid which the bidder must submit failing which the bid may be rejected.
5. **Bid Evaluation**
 - 5.1. Evaluation will be done strictly in line with the facilities available under government website www.eprocure.gov.in i.e. based on documents uploaded by the bidder.

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- 5.2. In case of noncompliance to the Qualification requirement, i.e. any shortfall documents arise out of submitted technical as well as commercial credential submitted within tender submission date, NALCO may its own discretion request bidder to upload / submit shortfall documents within a stipulated date. No new documents would be called up as part of Qualification documents.
- 5.3. Nalco reserve the right to seek any document information at later stage in respect of evaluation of bid which the bidder has to submit failing which the bid may be rejected.
6. **Ordering**
- 6.1. In normal circumstances the party in whose favor the work is awarded shall be issued with LOI. The party shall have to enter into an agreement in writing on non-judicial stamp paper of appropriate value. The agreement normally consists of LOI/LOA, complete bid document, Schedule of Agreed Variation (if any), BOQ, etc. The documents such as, correspondences, minutes of meeting, (if held with the party) etc. shall also form part of the contract agreement if required.

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ANNEXURE –A1


INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1. Instructions / information contained in the tender documents are for guidance and compliance of the intending Bidder. Bidder is advised to read carefully all tender terms & conditions and obtain, in writing, clarifications from the Company, if any, prior to submission of their online tender, failing which it will be deemed that the stipulations made in the Tender Documents have been read, understood and are accepted by the Bidder.
- 1.2. It shall be the bidder's responsibility to have a thorough understanding of the reference documents, site conditions and specifications included in the Bidding Document.
- 1.3. Notwithstanding the sub-division of the documents into these separate sections and columns, every part of each shall be deemed to be supplementary to and complementary to every other part and shall be read with the contract.
- 1.4. Bidder shall bear all costs associated with preparation and submission of their tender and subsequent tendering process till award of the order to successful Bidder and the Company shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 1.5. It shall be the responsibility of the prospective bidders to ensure that the Bids have been submitted online in the formats and as per the terms and conditions prescribed in the bid documents. It will be presumed that the Bidder have gone through the entire bidding documents which shall be binding on them.
- 1.6. NALCO reserves the right to accept or reject any bid or to annul the Bidding process and reject all bids at any time prior to award of the Contract without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidder(s).
- 1.7. The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

2. BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENTS


- 2.1. **Bidding Document:** The Bidding Document shall consist of NIT i.e. General Information, Instruction to Bidders, scope of works and Technical specifications,

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Special condition of contract, etc. and should be read in conjunction with any amendment(s) and/or clarification(s) issued subsequently.

- 2.2. The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect could result in rejection of the Bid.
- 2.3. Bidding documents are exclusive documents of 'OWNER' and once downloaded are non-transferable and shall at all times remain the exclusive property of 'OWNER' with a license to the intending Bidder to use the Bidding Documents for the limited purpose of submitting the bid.
- 2.4. Bidder should submit their offer as per procedure detailed of this tender document. Bidder should upload all document requested in the envelope-1 and the price part to be furnished in the price bid in excel format uploaded on the e-procurement portal.
- 2.5. Although the details presented in this bidding document have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.
- 2.6. **Amendment to Bidding Document**
 - 2.6.1. Owner may, for any reason whether at its own initiative or otherwise, issue Amendments and/or Clarifications during the bidding period which shall be hosted on e-procure website (www.eprocure.gov.in) and become part of Bidding document. Bidder should take note of all amendment and/or Clarifications while submitting their bid.
 - 2.6.2. The bidder is advised to visit the websites from time to time to verify updates/ Amendments and/or Clarifications to the tender documents, if any.
- 2.7. **Confidentiality of Document**
 - 2.7.1. Bidder shall treat the Bidding document and contents thereof as confidential and should not use for any other purpose except for participation in the bid.
3. **PREPARATION OF BIDS**
 - 3.1. **Site Visit**

Bidder is advised to visit and examine the site and its surroundings and shall familiarize themselves on the existing facilities and environment, and shall collect all other information which it may require for preparing and submitting the bid and entering into the contract. Claims and objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation/execution of the order.


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- 3.2. **Bid Validity:** Bid shall remain valid for acceptance for a period of 6 (Six) months from the due date/ extended due date of opening of the bid. The Bidder shall not be entitled to revoke or cancel its bid or change the bid except and to the extent required by Owner in writing during the bid validity period.
- 3.3. **Compliance to Bidding Requirement**
- 3.3.1. The Bidders are required to submit offers strictly as per the terms and conditions/ specifications given in the Bidding document without any deviations.
- 3.3.2. However, in exceptional cases, if the Bidder wishes to stipulate any deviations to bidding requirements other than those mentioned above, they shall indicate the same as per the format for exceptions/ deviations in Annexure-C6. Bidder shall note that clarifications/ queries/ deviations mentioned elsewhere in the offer shall not be given any cognizance.
- 3.3.3. If any exception/ deviation is acceptable to OWNER, the same shall be issued to all bidders through an amendment. Bidders shall withdraw all other deviations/ exceptions, not incorporated in amendment, failing which offer of such bidders shall not be acceptable.
- 3.4. Bidder is advised that OWNER intend to fully evaluate the technical and un-priced commercial submissions.
- 3.5. It is important that Bidder clearly demonstrates its experience and capability, giving to OWNER a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule.
- 3.6. Bidder is requested to furnish the complete and correct information required for evaluation of his bid. If the information with regard to resources or any other information/ documentation forming basis of evaluation is found incomplete/ incorrect, the same may be considered as adequate ground for rejection of the bid.
- 4. The bid will consist of two parts:**
- 4.1. **Part-I: Signed Technical Part & Commercial Part :** To be submitted online in www.eprocure.gov.in website (CPP Portal) Only. All related documents with respect to techno-commercial part shall be uploaded in **"Tech bid" folder.**
- 4.2. **Part-II: Price Bid** - To be submitted online in www.eprocure.gov.in website (CPP Portal) Only. Bidders are required to quote their PMC charges in percentage of total project cost in the Excel BOQ attached with this tender.
- Note:
- (i) Bidders are requests to submit COMPETITIVE offer within the Bid Submission Date & Time.
- (ii) On the tender opening date Part-I shall be opened.

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(iii) Bidder is expected to submit all necessary documents in support of their bid. However, in case any further document is found necessary for proper assessment, the Bidder shall have to furnish the same within the specified the date of intimation.

5. **ELIGIBILITY CRITERIA:** Offer of the firm fulfilling the Qualification Criteria as mentioned in **Annexure- 1** shall be evaluated as detailed in Evaluation Method of the bid document
 - 5.1. The bidders are required to submit all documentary evidences along with duly filled Annexures attached with Annexure-1 to meet the qualification requirement.
 - 5.2. **Consortium Bidding:** Not Allowed
6. **BID OPENING AND EVALUATION**
 - 6.1. **Opening Part-I of bid**
 - 6.1.1. On the bid due date and time mentioned in 'Notice Inviting e-Tender' or extended bid due date as the case may be, the Part-I of the bid will be opened by tender inviting authority or his representative on the CPP Portal e-procure site following e-tendering procedure. In the event the specified date of bid opening being declared a holiday for owner, the bid shall be opened at the appointed time on the next working day.
 - 6.2. **Clarification and Additional Information**
 - 6.2.1. During evaluation of Part-I bid, NALCO, may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents as requested without any delay. In case of delay NALCO reserve the right to evaluate the offer based on the available document or may reject the offer because of non-compliance.
 - 6.2.2. Post bid correspondences may be made over e-mail. The bidders are advised to furnish authorize e-mail id along with an alternative e-mail for all communications in the format for bidder information. Mail received from the authorized or the alternative mail ids shall only be accepted.
 - 6.3. **Techno-Commercial Discussions**
 - 6.3.1. Techno commercial discussions with Bidder shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending such discussions with authorization to attend the discussions and sign the minutes of meeting on behalf of his organization. The authorized representative(s) must be competent and empowered to settle all technical and commercial issues with the exception of Price implication, wherever applicable.

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6.4. Condition for Bid Evaluation:

- 6.4.1. Bid is the responsibility of Bidder and no relief or consideration can be given for errors and omissions made by the Bidder inadvertently or advertently for what so ever reason. Bid with incomplete information is liable for rejection.
- 6.4.2. NALCO reserves right to call for original of the supporting documents for verification if so deemed fit and also cross-check for any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard.
- 6.4.3. Non-submission of details/ documents may lead to rejection of bid.

6.5. Opening of Price Bid

Part-II - Price Bids of only those techno commercially qualified bidders as specified in evaluation criteria shall be opened following e-tendering procedure on CPP Portal after publishing the date of opening of Price Bids on the web site.

6.6. Process to be confidential


Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence the Owner’s processing of bidding or award decisions may result in rejection of such Bidder’s bid.

7. AWARD OF WORK:

Successful H1 Bidders may note that, Letter / Fax of Acceptance or work order issued to them is based on acceptance of their offer and the contract is binding on the bidder. Bidder may return a copy of the same duly signed by the authorized representative as a token of acknowledgement of receipt.

8. EXECUTION OF AGREEMENT: The successful bidder shall have to execute an agreement on non-judicial stamp paper on appropriate value purchased in the name of the bidder from any registered stamp vendor under the jurisdiction of the Orissa Court, in the specific format of NALCO.

9. LANGUAGE: The bid and all correspondence incidental and related to bid shall be written in English language. Any printed literature and document submitted in any other language shall be accompanied by authenticated English translation, in which case, for the purpose of interpretation of the bid, English translation shall govern. Responsibility for correctness in translation shall lie with the agencies.

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10. INTEGRITY PACT :

10.1. Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format attached at Annexure-C14, and submit the same duly signed on all pages by the Bidder's Authorised Signatory in a separate sealed envelope and other documents at the address specified. Same shall also be uploaded in CPP Portal along with the unpriced offer. Bidder's failure to comply with the aforesaid requirement regarding submission of Integrity Pact (IP) shall lead to outright rejection of their offer as being non-responsive and shall not be opened.

10.2. Independent External Monitor [IEM]

10.2.1. In respect of this Tender, the Independent External Monitor (IEM) would be monitoring the Bidding Process and execution of Project Agreement to oversee implementation and effectiveness of the Integrity Pact Program.

10.2.2. NALCO has a panel of Independent External Monitor (IEM), the details are as follows:

10.2.2.1. Sri Hare Krishna Dash, Retd. IAS, E-mail: hkdash184@hotmail.com

10.2.2.2. Mr. Prashant Kumar Jha, IFoS (Retd.), E-mail: pkjhaforest@yahoo.co.in

10.2.2.3. Mr. N. Shanker Reddy, IPS (Retd.), E-mail: shankerreddyips@gmail.com

10.2.3. Bidder may write to the IEM through E-mail only for matters related to the Integrity Pact giving details of the Tender reference, name of the Tender issuing officer and Nalco's Unit for quick identification of the Tender by the IEM.

11. EARNEST MONEY DEPOSIT: NOT APPLICABLE

12. Bids submitted outside CPP Portal shall not be accepted.

13. DEFECT LIABILITY PERIOD (DLP): 12 months from the date of Successful Completion of work i.e. handing over of building with all statutory clearance.


14. BANK GUARANTEES:-

14.1. The party may submit Bank Guarantee against SDBG as applicable and indicated in NIT.


14.2. The party's shall submit a Bank Guarantee in NALCO's approved format from NALCO's approved bankers only. The party may submit Bank Guarantee against SDBG as applicable and indicated in NIT.

14.3. The BG will not carry any interest.

14.4. The issuing Bank must agree that the issued Guarantee shall be invocable Bhubaneswar i.e. NALCO place of business. Accordingly issued Bank must intimate detail address of their branch at Bhubaneswar, Odisha.


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- 14.5. The bidder at their option can submit electronic Bank Guarantee to NALCO through NeSL platform
15. Bidders may note that Letter of Acceptance (LOA) / Brief Order / Work Order placed, is in acceptance of their offer by NALCO and shall be binding on them. However, the bidder has to return a copy of LOA / Brief Order / Work Order duly signed by them or their authorized representative as a token of receipt of the same within fifteen days of issue of the same for records.
16. Any communication such as Letter, BOA, LOA, WO etc. shall be communicated to the Bidder through **Registered post/ Speed post/ e-mail/ Hand delivery**. Any communication through any one or more of above modes shall be valid and binding on the Bidder.
17. Deviation not accepted by NALCO will have to be withdrawn by the bidder otherwise such bids may be disqualified/rejected.
18. **TAXES & DUTIES :**
- 18.1. Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the goods and/or services applicable to invoices raised on NALCO within the contractual delivery date /period (including extension approved if any) shall be on NALCO's Account against submission of documentary evidence.
- 18.2. It would be the responsibility of the agency to get the registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Agency would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with NALCO's GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime.
- 18.3. The agency would be liable to reimburse or make good of any loss/claim by NALCO towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non-updating of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the agency by issuance of suitable credit note to NALCO. In case, Agency does not issues credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with statutory levy/Tax, if any, payable on such recovery.
- 18.4. Tax element on any Debit Note / Supplementary invoice, raised by the Agency will be reimbursed by NALCO as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and



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conditions. Agency to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.

- 18.5. The Agency will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Agency shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- 18.6. In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the Agency is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case, Agency does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with statutory levy, if any, payable on such recovery.
- 18.7. NALCO shall reimburse GST levied as per invoice issued by the Agency as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- 18.8. To enable NALCO to avail ITC, the Agency/supplier shall furnish/submit any and all certificates, documents and declarations as are required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.
- 18.9. The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- 18.10. In case, NALCO is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller, the same shall be recovered from the pending bills/dues (including Contract Performance BG etc).
- 18.11. Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.
- 18.12. Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- 18.13. Any deductions/penalties levied on Agency as per the terms of the contract shall attract GST and the Agency is liable to pay the same at applicable rate along with the penalty/deduction amount.
19. **TAX DEDUCTION AT SOURCE UNDER GST**

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- 19.1. As per section 51 of CGST Act 2017, Nalco shall deduct at source @ 1% CGST & @ 1% SGST for intra state transaction and @2% IGST in the case of interstate transaction from the payment made or credited to the supplier of taxable goods and/or services, provided if the contract value is exceeding Rs.2,50,000/-. These provisions are applicable w.e.f. 01.10.2018.
- 19.2. However, no deduction shall be made if the location of the supplier & the place of supply is in a state or union territory, which is different from the recipient's registration state.
20. **DEDUCTION OF INCOME TAX & ANY OTHER TAX :**
- 20.1. Notwithstanding anything contained elsewhere in the contract, NALCO shall deduct at source from the payment due to the contractor, the taxes as required or as amended from time to time or under any statute. The amount so deducted shall be deposited by NALCO with the appropriate Authorities as per Law. It is for the contractor to deal with THE appropriate Authorities directly in respect of any claim or refund relating to the above deductions and NALCO shall not be liable or responsible for any claims or payments or reimbursement in this regard.
- 20.2. Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the agency's bills.
- 20.3. Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.
- 20.4. Any other statutory tax, as applicable shall be deducted at source.
21. **PRICE VARIATION AGAINST THE CONTRACT : NOT Applicable**
22. **CIRCUMSTANCES OF SUSPENSION / BANNING OF BUSINESS:**
- 22.1. **Suspension / Banning of Business** of any agency/ firm/ Consultant working with the Company may be resorted to in following cases:
- 22.1.1. If the Proprietor or Partner or Director of the Firm is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- 22.1.2. If security considerations including the question of loyalty to the State warrant as per recommendations of Ministry of Home Affairs.
- 22.1.3. If there is justification for believing that the Proprietor or Partner or Director (or Employee) of the Firm has been guilty of malpractices such as bribery, corruption, cheating, fraud, substitution of bid or theft or any other illegal activities while carrying out the work etc.
- 22.1.4. If the Firm refuses/fails to return the Company's dues without adequate cause;

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- 22.1.5. If the Firm is blacklisted by any Department of the Central Government/ State Government.
- 22.1.6. If the Firm is a confirmed evader of Central / State taxes/duties for which NALCO has received notice from the concerned department of Central / State Govt.
- 22.1.7. Misbehavior/ threatening of departmental supervisory staff during work execution.
- 22.1.8. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- 22.1.9. Persistent & intentional violation of important conditions of contract.
- 22.1.10. Submission of false/ fabricated/ forged documents for consideration of a bid.
- 22.1.11. If declared bankrupt or insolvent.


23. CONFLICT OF INTEREST

- 23.1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NALCO shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to NALCO for, *inter alia*, the time, cost and effort of NALCO including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to NALCO hereunder or otherwise.
- 23.2. NALCO requires that the agency provides professional, objective, and impartial advice and at all times hold NALCO's interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of NALCO.


- 24. **LIABILITY:** Consultant shall be liable to pay for any compensation/damages consequent of Lapses/errors/omissions arising from the negligence on his part or on the part of his employee.

25. TERMINATION

- 25.1. NALCO may terminate forthwith the Agreement if CONSULTANT commits any gross negligence in carrying out its obligations and which is left un-remedied during a period of 15 days after written notice thereof is given to **CONSULTANT**.
- 25.2. NALCO shall have right to terminate the contract by giving 15 days' notice without assigning any reason thereof. However, in the event of any breach of the terms of the contract. NALCO will have the right to terminate the contract without notice.

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- 25.3. NALCO shall have the right to terminate the contract or any part thereof without notice in the event of any directions or restrictions imposed by the Government of India or any statutory authority, which may affect the WORK.
- 25.4. In the absence of timely performance by CONSULTANT, NALCO reserves the right to utilize the services of any other CONSULTANT without notice at risk & cost of defaulting consultant. This will be without prejudice to the right of NALCO for any other action including termination.
- 25.5. **Termination of the Agreement shall not affect:**
- 25.5.1. Nalco's obligation to make payments which have become legally due prior to the termination of the Agreement, after all due adjustments.
- 25.5.2. Right to take any action by the two parties under the Agreement and law.
- 25.5.3. All work done by CONSULTANT till the date of termination shall become the property of NALCO and the CONSULTANT shall be bound to hand over all documents and materials before claiming any payment as per (i) above.
26. **INSURANCE:** The CONSULTANT will arrange for and pay the cost of personal accident Insurance in respect of his employees assigned to the project/site for performance of the obligations under the conditions of engagement.

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ANNEXURE-1

BIDDER QUALIFICATION (BQ) CRITERIA / EVALUATION CRITERIA

- 1.1. Combined Quality cum Cost Based System (QCBS) shall be followed for bid evaluation.

Any Schedule –A Central Public Sector Undertaking set up by the Central Govt. to carry out Civil or Electrical works (or) any PSU which has been notified by Ministry of Housing and Urban Affairs (MoHUA) as per GFR can participate in the bid. Copy of extract of MOA/AOA or MoHUA notification or any other document in support of the same, as certified by the Company Secretary of the PSU shall be submitted.

The duly constituted Tender Evaluation Committee shall evaluate the Technical Proposals on Quality and Cost Based Selection (QCBS) specified hereunder. Evaluation of technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The proposals will be evaluated, based on the eligibility criteria and submission of all the requisite information/ documents as asked hereunder.

The bidders will be notified of the date and venue for the presentation to be presented before the TEC. The qualified firms will cover the following aspects in their presentations. The presentation by each firm should be of 30-45 minutes duration.

- i. Organization structure.
- ii. Key performance indicators of Bidders for Executed projects.
- iii. Quality plan.
- iv. As detailed in Sl. No. of B as tabulated below at 1.2


1.2. **Evaluation of Technical bid**

The duly constituted Tender Evaluation Committee (TEC) shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria bid shall be evaluated as under:


Sl. No.	Criterion	Evaluation Criteria	Documents to be Submitted
A	Technical Manpower (Presence of in-house permanent professionally	Max. 25 marks	Organization Chart & Annexure C1, Point No 10

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	qualified staff in the PSU in indicative categories)		
(i)	Civil Engineers	Max. 12 marks Civil Engineers (Min. Qualification - B. Tech) 101 and Above- 12 marks Between 51 to 100- 09 marks Between 21 to 50 - 06 marks Between 10 to 20 - 03 marks	Annexure C1, Point No 10
(ii)	Electrical Engineers	Max. 7 marks Electrical Engineer (Min. Qualification-B. Tech) 31 and Above- 7 marks Between 16 to 30 - 5 marks Between 10 to 15 - 03 marks	Annexure C1, Point No 10
(iii)	Architect	Max. 6 marks Architect (Minimum Qualification –B. Arch) 05 and Above - 6 marks Between 02 to 04 -3 marks	Annexure C1, Point No 10
B.	Details of Completed Projects, Methodology, Understanding of Project and presentation on Concept Design (based on the presentation made before TC)	Max.40 Marks (20+10+10)	
B1	Details of Completed Non- Industrial projects (Residential Building/ Institutional Building/ Office Buildings) in past 7 years (Project Cost* more than	The evaluation of projects by the TC will be primarily based on the projects completed by the CPSU and its verification from the client, if required.	DETAILS OF WORKS / PROJECTS as per Format prescribed to be provided along with following: -

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	27 Crs)	<p>(Max 20 Marks – Marks to awarded on any one criteria only as below)</p> <p>Number of Projects Completed:</p> <ul style="list-style-type: none"> • 03 and Above as PMC On Deposit Work Basis: 20 marks • 03 and Above as PMC On Non-Deposit Work Basis: 15 marks • 02 as PMC On Deposit Work Basis: 12 marks • 02 as PMC On Non-Deposit Work Basis: 10 marks • 01 as PMC On Deposit Work Basis: 6 marks • 01 as PMC On Non-Deposit Work Basis: 5 marks <p>NB: Maximum 3 nos project shall be considered for evaluation</p>	<p>i.Copy of Work order or any other letter of award of work or Contract document or Purchase order issued by the client in support of above.</p> <p>ii.Copy of Performance certificate or Completion certificate or Final acceptance certificate issued by the client which shows completion of the job.</p>
B2	Details of Completed Non-Industrial projects <u>within Time</u> (Residential Building/ Institutional Building/ Office Buildings) in past 7 years (Project Cost* more than 27.00 Crs)	<p>The evaluation of projects by the TC will be primarily based on the timely completion of projects completed by the CPSU and its verification from the client, if required. (Max 10 Marks – Marks to awarded on any one criteria only as below)</p> <p>Number of Projects Completed on time:</p> <ul style="list-style-type: none"> • 03 and Above as PMC On Deposit Work Basis: 10 marks • 03 and Above as PMC On Non-Deposit Work Basis: 7 marks 	<p>i.Copy of Work order or any other letter of award of work or Contract document or Purchase order issued by the client in support of above.</p> <p>ii.Copy of Performance certificate or Completion certificate or</p>

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		<ul style="list-style-type: none"> • 02 as PMC On Deposit Work Basis: 7 marks • 02 as PMC On Non-Deposit Work Basis :4 marks • 01 as PMC On Deposit Work Basis: 3 marks • 01 as PMC On Non-Deposit Work Basis: 2 marks <p>NB: (i) Maximum 3 nos project shall be considered for evaluation.</p> <p>(ii) A bidder may submit distinct orders or same orders for the criteria at B1 and B2. However, for B2, as timely completion is the criteria, only those Projects / Orders completed within the original scheduled completion time (i.e without any Time extension) shall only be considered.</p>	<p>Final acceptance certificate issued by the client which shows completion of the job.</p>
B3	<p>Presentation (Max Marks 10):</p> <p>Technical Approach (PMC services), Methodology, work Plan including broad Timelines & Quality Assurance of recent completed projects in last seven years (Project Cost* more than 27.00 Cr.)</p>	<p>The Bidder shall make a 30 minutes PowerPoint presentation on date and time as informed by the Institute, covering the following aspects:</p> <ul style="list-style-type: none"> • Past projects with focus on special features and quality aspects (along with some photos) and special project management techniques and statutory approvals that might have been used to execute the project speedily and within initial budgeted cost. (Max Marks 4) 	

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		<ul style="list-style-type: none"> • Technical Approach and methodology proposed towards this project with respect to the nature of typology, structure, orientation, kind of finishing, approaches for Green building, sustainability, energy efficiency/ overall savings, safety measures, innovations etc. and innovative idea of technology/ PEB / Modular construction for faster construction. (Max Marks 3) • Project management approach for this project and Work Plan including Time schedule & Quality Assurance & HSE / Risk system, Project Organization, responsibility of key personnel, etc. (Max Marks 3) 	
C.	Past Experience of the PSU / Govt. / State Govt.	Max.20 marks	
i	Schedule A Navratna / / Mini Ratna	Max. 05 Marks <ul style="list-style-type: none"> • 05 Marks for (Navratna & above) • 03 Marks for (Schedule A/ Mini Ratna) 	Annexure C1, Point No 11
ii	No. of working years in the relevant operational area	Max. 05 Marks. <ul style="list-style-type: none"> • 05 Marks for more than 50 years • 03 Marks for experience between 25 up to 50 years • 02 Marks for experience between 10 upto 25 years 	Annexure C1, Point No 12

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iii	Average MOU Rating of the PSU MOU Rating for the last five years.	<p>Max. 05 marks</p> <ul style="list-style-type: none"> • Excellent - 5 marks • Very Good - 4marks • Good- 3 marks • Fair: - 2 marks • Poor:- 1 marks <p>Average of the five years (From FY 20-21 to FY 24-25) shall be calculated based on the above marks</p>	Annexure C1, Point No 13
iv	Experience in Green Building	<p>Max. 05 marks</p> <ul style="list-style-type: none"> • 05 marks for at least single project successfully completed with 05 Star GRIHA/Gold LEED rating • 04 marks for at least single project successfully completed with 04 Star GRIHA/Gold LEED rating • 03 marks for at least two projects successfully completed with 03 Star GRIHA/Gold LEED rating 	Annexure C1, Point No 14
D	Financial Capability	Max.15 marks	
i)	Average Annual Financial turnover in last three financial Years.	<p>Max.7.5 marks</p> <ul style="list-style-type: none"> i. Turnover of 40 Cr and above- 7.5 Marks ii. Turnover of Rs.20 Cr. and above- 05 Marks iii. Turnover of Rs. 10 Cr. and above- 03 Marks iv. Less Than 10 Cr.: 0 Marks 	Annexure C2, Point No 1
ii)	Net worth as on 31st March of Financial Year (2024-25)	<p>Max. 7.5 marks</p> <ul style="list-style-type: none"> i. Above Rs. 34 Cr: 7.5 marks 	Annexure C2, Point No 2

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		ii. Net worth of Rs. 17 Cr and above: 5 marks iii. Net worth of Rs. 8.5 Cr and above -: 3 marks iv. Less Than 8.5 Cr.: 0 Marks	
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* **Project Cost** includes both PMC Charges and EPC Cost

1.3. **Note:**

- (i) The evaluated Bid will be given a **Technical Score (TS)**. The minimum technical score required to qualify technical evaluation (Stage – I) is 60% in Technical Score and having positive Net worth in latest financial year. A bid will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score and does not have positive net worth in latest financial year. OWNER will notify bidders who fail to score the minimum technical score about the same through CPP Portal and the Financial Bids of such failed bidders will not be opened.
- (ii) Owner will notify the bidders who secure the minimum qualifying technical score and having positive Net worth in latest financial year, through CPP Portal indicating the date and time set for opening of the Financial Bids.
- (iii) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid.
- (iv) For the purpose of the Project Cost (at Point-B1, B2, & B3) both PMC charges and Project execution value handled and completed shall be considered in the QCBS criteria.

1.4. **Opening and Evaluation of Financial Bid**

- (i) The Financial Bids will be opened only of those bidders who secure 60% marks & above and having positive Net worth in latest financial year in technical bid (Stage – I). The cost indicated in the Financial Bid shall be deemed as final and reflecting the total cost of services and should be stated in % only. The financial bid is excluding GST.
- (ii) Selection of Bidder: The final selection of the bidder will be based on the scores secured by it in the Technical bid (Stage- I) and the price quoted by it in the financial bid (Stage-II) as detailed below:
 - a. 70 % weightage will be considered for **Technical Score (TS)** obtained in the Technical bid (stage-I).
 - b. 30 % weightage will be considered for the price quoted by the bidder in the financial bid, this will be termed as **Financial Score (FS)**. Financial score of

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the proposals will be determined using the following formula: $FS = 100 \times (FL/F)$ Where,

“FS” is the financial score of an applicant,

“FL” is the lowest Financial Proposal among all and

“F” is the financial proposal of the particular applicant.


- c. For the purpose of calculation of **Composite Score (S)** for each bidder, the weightage shall be 70 % for the Technical Score (Stage -I) (TS) and 30% for Financial Score (FS) of the respective applicants. The Composite Score shall be calculated using the following formula: **$S = TS \times 0.70 + FS \times 0.30$** . The Technically qualified bidders will be ranked accordingly to their **Composite Scores** and will be listed in the order of merit as H1, H2 and H3 and so on. The top scorer H1 would be eligible for award of work.
- d. In case a tie in the final score, the bidder with lowest evaluated financial bid (quoted lowest percentage) is given preference.
- e. Even though a bidder may satisfy the above requirements, the bidder would be liable to disqualification if he has made misleading or false representation or deliberately suppressing the information in the forms, statements and enclosures required in the pre- qualification document.

Note: Bidders are requested to submit Annexure-C1, C2 & C3 duly filled along with all supporting documents against Bidders Qualification Criteria.

2. **Other Evaluation Criteria**

Offer from following types of bidder will not be accepted:


- 2.1. Vendors banned by NALCO.
- 2.2. Those are under liquidation, court receivership or similar proceedings.
- 2.3. Previous and present performance of bidders at NALCO shall be considered while evaluating their offers. In case of poor performance, the offer from such bidders shall not be evaluated. (Poor performance is specified as “poor progress in execution of the work at NALCO / in any of its JV site, for reasons solely attributable to bidders due to financial constraints, inadequate resource mobilization etc. which need to be certified by Manager-in-Charge for the work based on periodic evaluation & documentary evidence like communication to bidder regarding poor performance”).

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ANNEXURE-C1

DETAILS ABOUT BIDDER

Sl. No.	Particulars	Details
1	Full name of the Bidder CPSU (In capital letters)	
2	Full address of the Bidder CPSU/Registered Office	
3	Telephone No: Email ID:	
4	Names and details of the Authorized Signatory of the RFP (Name, Designation, Address, contact telephone Number, Mobile number, Email ID)	
5	Has the bidder CPSU been blacklisted by any organization? If so, attach the details of the same.	
6	Income Tax PAN	
7	Corporate Identification Number (CIN)	
8	GST registration No.	
9	Copy of extract of MOA/AOA or MoUD notification or any other document in support of Civil and Electrical works.	
10	No. of full-time employees in the Organization	
	a. Graduate Engineers: Civil	
	b. Graduate Engineers: Electrical	
	c. Graduate Engineers: Architect	
11	Schedule A Navratna / Mini Ratna Status	

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12	Date of incorporation and number of years of experience in relevant area	
13	MOU Ratings for the past Five years as per DPE, GoI	
	2020-21	
	2021-22	
	2022-23	
	2023-24	
	2024-25	
14	Green Building Experience	
	a. No. of Project successfully completed with 05 Star GRIHA / Gold LEED rating	
	b. No. of Project successfully completed with 04 Star GRIHA / Gold LEED rating	
	c. No. of Project successfully completed with 03 Star GRIHA / Gold LEED rating	


- It is hereby submitted that all the terms and conditions of this RFP are acceptable to the Bidder PSU.

I hereby certify that the above-mentioned particulars are true and correct.

(Signature of Authorized Signatory with stamp)

(Attested by the Company Secretary of the company with stamp)

Note: Attach attested copies of all the documents in support of above-mentioned points. This Annexure along with attached documents must be attested by Company Secretary of the company.

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ANNEXURE-C2


FINANCIAL STATEMENT

Sl. No.	Particulars	Details (in Rs Crs upto 2 decimals)
1	Turnover a. FY 2024-25	
	b. FY 2023-24	
	c. FY 2022-23	
2	Net Worth as at 31 st March, 2025 (FY 2024-25)	

(Signature of Authorized Signatory with stamp)

(Attested by the Statutory Auditor with UDIN & stamp)

Note: Attach attested copy of Financial statement of the Organization for the last 3 years. This Annexure along with attached documents must be attested by Statutory Auditor.

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ANNEXURE-C3

DETAILS OF WORKS / PROJECTS EXECUTED DURING LAST SEVEN YEARS

Detailed Work Order and Execution Statistics Meeting Qualification Criteria

To satisfy the pre-Qualifying requirements specified in NIT, we.....
(Name of Bidder) give below the following details:

Sl. No.	Description	Details
1	Name of Project / work	
2	Contract ref. No. & Date	
3	Name & Address of Owner: Name: Address: Authorised Contact Person: Name: Designation: Contact Phone Number: Email Address	
4	Project as PMC on Deposit Work Basis OR PMC on Non-Deposit Work Basis	
5	Project Cost in INR a. Executed value of work (excluding GST)	
	b. PMC Charges (Excluding GST)	
	Total Project Cost (a +b) Excluding GST	
6	Date of Commencement of work a) Scheduled b) Actual	
7	Date of Completion of work a) Scheduled (Timeline fixed for completion)	
	Date of Completion of work	

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Sl. No.	Description	Details
	b) Actual	
8	Imposition of LD (Yes/ No)	
9	Supporting Documents	
	Copy of work order / Letter of award/ Agreement indicating time line of the project	
	Copy of Completion Certificate or Performance Certificate OR Final Acceptance Certificate Issued by client which shows completion of the job, date of completion, completed value of Project	

(Signature of Authorized Signatory with stamp)

**(Attested by the Statutory Auditor with UDIN, Date & stamp
or Company Secretary with Date & Stamp)**

Note:

1. Attach attested copy work order / Letter of award/ Agreement AND Copy of Completion Certificate or Performance Certificate OR Final Acceptance Certificate Issued by client. This Annexure along with attached documents must be attested by Statutory Auditor of the company.
2. For Each Project Separate Annexure-C3 is to be submitted.
3. Completion certificate must bear the Name & Designation of Issuing Authority. This is applicable if the certificate is issued after 30/06/2022.


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ANNEXURE-A2

SCOPE OF WORK AND TECHNICAL SPECIFICATION


1. BRIEF SCOPE OF WORK:

- 1.1. The project shall be executed on EPC mode, scope consisting of the survey, planning & design (architectural, structural, landscaping, non-structural and interior design), tendering and appointment of contractor, execution, completion, obtaining required statutory clearances (including Building Plan approval, Completion Certificate, Occupancy Certificate etc. from Regulating Authority) and handing over of the project after completion to NALCO.
- 1.2. Project shall consist of Construction of B1+B2+G+14 Storied RCC Framed structure Building. The preliminary estimated Built-up Area is about 6352 square meters with FSI area is about 4078 square meters i.e. (FIS=4.09). From basement to 2nd floor the work shall be completed with all internal finishing and furnishing, ACs etc. From 3rd to 14th Floors internal finishes like plastering / painting with provisions for all Electrical panel /DB at each floor, lifts, staircases, etc. (Excluding internal partition and furnishing, ACs (Only provision for AC along with Space shall be Provide).
- 1.3. Facilities covered under above project includes Firefighting system, Fire alarm system, Internal water supply and Sanitary installation, External service connection, Civil & Electrical external connection, internal electrical installation, Power wiring and plugs, lighting conductor, telephone conduits, Lifts, Overhead water tanks, Underground sump, development of site, specialized E&M works like substation system, DG Sets, UPS, VRV/VRF AC System, Solar Photo Voltaic power generation system, CCTV system, Access Control system, IBMS (Integrated Building Management System), LAN system, IP Based EPABX system, street lighting, STP / ETP plant, Two level stack parking and 3 level Scissor Car Lift, External Façade, etc.
- 1.4. The brief Scope of work of PMC are:
 - 1.4.1. After the signing of agreement, the successful bidder shall take possession of the site from the Employer.
 - 1.4.2. The successful Bidder shall submit different alternatives (minimum 3) as Design Basis Report (DBR) in both soft copy as well as hard copy. The successful bidder shall make sure that the DBR should cover sections on Architectural, civil, structural, electrical, public health engineering, fire protection system, elevator systems and other monitoring and control systems, landscaping aspects. This shall contains mainly Master Plan & Circulation with parking area details, Conceptual drawings of building with details of all floors, Sections & Elevation of the building, Rendered images of the


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overall site plan showing different components of the requirements of the office building, 3D Walk through video covering all area of building, Material details and makes proposed for different architectural, structural and non- structural members, electrical, PHE, Fire Protection System, elevator, HVAC and all other systems, Work Programme, Methodology of execution, construction planning, Any other highlights they want to project and mobilization details to complete project within the contract period.

- 1.4.3. The successful bidder has to make presentation on the same at NALCO corporate office, Bhubaneswar.
- 1.4.4. Based on the selected plan / architectural view after incorporation of the comments by NALCO, the successful bidder has to proceed further for finalisation of design details, approval and construction.
- 1.4.5. Successful bidder shall submit two numbers of 3D physical model of the building at NALCO Corporate Office, Bhubaneswar in the scale of 1:200.
- 1.4.6. The successful bidder shall prepare conceptual architectural scheme, implementation period details, drawings etc. as required for tendering purpose of the Project.
- 1.4.7. Appointment of EPC contractor(s) by the successful bidder. The work assigned to the successful bidder shall be executed through open tender system as per applicable guidelines.
- 1.4.8. The layout and design for the buildings shall be done as per Energy Efficient Norms and the National Building Code incorporating structural safety standards. The successful bidder shall interact with agencies/all stakeholders concerned, at different stages, to take into account their requirements.
- 1.4.9. The Successful Bidder shall be responsible for the structural stability, quality of the materials used and conformity to the architectural drawings and specifications of the buildings through strict supervision, quality control, project management and cost control. The Successful Bidder shall also be responsible for correctness and conformity of structural and other drawings, specifications and design to the corresponding bylaws of all statutory authorities including relevant BIS codes, etc.
- 1.4.10. The Successful Bidder shall prepare tender documents comprising of technical specification, general terms and conditions, special conditions etc. and decide on inviting tenders on EPC mode contract. For Project execution, if required, Bidder shall decide on sub packaging of the entire work. Bidder shall invite open tender based on prevalent / established pre - qualification criteria. PMC and its subsidiary company shall not participate in the tender.

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- 1.4.11. SUCCESSFUL BIDDER shall obtain / arrange to obtain all necessary building approvals/ statutory approval/ CTE/CTO/occupancy certificate etc. from local authorities and other statutory bodies as required. SUCCESSFUL BIDDER shall make all the statutory payments to the government or any other statutory body or bodies relating to the Project from the Project Fund. **The amount thus paid towards statutory expenditure shall be reimbursed by the Owner as per actual.**
- 1.4.12. SUCCESSFUL BIDDER shall be fully responsible for procurement of all materials through contractors/agencies for the Construction activity and be liable for compliance of statutory laws/rules/regulations of the appropriate authorities.
- 1.4.13. SUCCESSFUL BIDDER shall be wholly responsible for any observations and/or comments and, if any, defects pointed out by C.T.E /C.V.C/C.A.G/statutory authorities/local bodies/municipal corporation etc. pertaining to work under intimation to owner in the planning & procedures of execution of the Project. SUCCESSFUL BIDDER shall provide all work-related information promptly to 'Owner' for replying to parliament questions, queries from various constitutional and statutory authorities.
- 1.4.14. SUCCESSFUL BIDDER shall responsible for the work from concept to completion as per scope of work given by Employer on Engineering, Procurement, Construction (EPC) mode, and complete it within a period mutually agreed between the parties. The project to be executed in EPC mode where Engineering, Procurement, Construction would be fully contracted. However, the conceptual drawing shall be prepared by SUCCESSFUL BIDDER/ or his architect.
- 1.4.15. No additional item/amount shall be charged without prior approval of the owner.
- 1.4.16. Phasing plan shall be prepared by SUCCESSFUL BIDDER as per the directions of the owner.
- 1.4.17. The SUCCESSFUL BIDDER shall be responsible for all complete facilities including architectural planning, designing, structural design, vetting, design of internal utilities, and communication system, firefighting, water supply, detailed Geo technical Investigation, Landscape Design (including terrace garden, if any), Graphic Design & Signage etc. till the completion of the project.
- 1.4.18. The SUCCESSFUL BIDDER shall also be responsible for all Electrical and networking Services including power distribution, Sub-station and DG set, OFCs, Data and Voice communication over Internet / ADSL / Wi-Fi, Security and surveillance system including CCTV, access control, etc.
- 1.4.19. The SUCCESSFUL BIDDER shall also be responsible for MEP design including HVAC, Lifts, escalators, moving walkways, ventilation system, Fire Safety including Fire


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detection and alarm system, fire suppression system, pressurization system for lifts and basements, Utility and Services including supply, distribution and disposal system for Compressed Air, Oxygen, Nitrogen, Vacuum (exhaust), solid waste management etc. wherever required.


- 1.4.20. The SUCCESSFUL BIDDER shall ensure sufficient and qualified manpower at site to oversee the effective execution of the project by the contractor. Deployment plan shall be submitted to the Employer for approval. Accordingly, an adequate number of qualified engineers and other qualified manpower are to be deputed on the site.
- 1.4.21. Any other component of work approved by Employer as per the requirement for completion of work.

2. RESPONSIBILITIES OF THE PMC

- 2.1. The planning, designing of the project shall be done by the PMC. The PMC shall prepare, detailed architectural scheme and service drawings required for execution of the Project after getting the concept and specifications approved from Employer.
- 2.2. PMC shall provide detailed estimated wherever required and requested by NALCO.
- 2.3. PMC shall be responsible for obtaining all necessary approval for Building from Concerned Statutory Authority(ies) like CIDCO etc. as applicable.
- 2.4. PMC shall prepare the tender documents comprising the technical specification BOQ, General Terms and Conditions, Special Conditions etc. for inviting tenders and appointing contractors in consultation with NALCO.
- 2.5. The PMC shall invite the open tenders for different packages for completion of the project (For main package open tender followed by reverse auction). It may be noted that the PMC or any of its subsidiary or any agency where the PMC is having any stake shall not be considered for award against the tender. This shall be suitably incorporated in the tender invited as a condition for disqualification.
- 2.6. PMC shall be wholly responsible for any observations/comments/ defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.
- 2.7. PMC shall be fully responsible for the timely completion, the quality and structural safety of the construction.
- 2.8. Any defects discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of the failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor/PMC.
- 2.9. The PMC shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.
- 2.10. PMC shall submit monthly and weekly progress reports indicating activities being taken up in the mutually agreed formats.

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- 2.11. The building shall be planned to achieve GRIHA 4* Rating. However, effort shall be made to achieve GRIHA 5* Rating.
- 2.12. DG set to cater all requirement such as common areas, office floors & Emergency facilities i.e building corridors, streetlights, pumps for firefighting & drinking water, lifts etc.
- 2.13. Obtaining approval of drawings, environmental clearance (if any), clearance from Airport authority of India and all other statutory clearances from the competent authorities as may be required for the project. All statutory fees are to be deposited by the successful bidder and NALCO will reimburse the actual on production of payment receipt.
- 2.14. The Fire safety requirement shall be as per NBC 2016 (PART- 4) or the latest edition and obtaining NOC and clearance certificate from the relevant authority is the responsibility of the successful bidder.
- 2.15. Minimum 30 %of outer area (front & sides) shall be provided with structural Glazing with DGU with reflective coating as per CPWD specification. The shade of the same shall be approved by the owner.
- 2.16. Bore wells, if required, as per approved plan for alternate water supply shall be provided
- 2.17. Any work required for completion of work complete in all respect.
3. **RESPONSIBILITIES OF NALCO:**
 - 3.1. NALCO shall demarcate and make available the site.
 - 3.2. NALCO shall exercise its responsibility as the Owner of the Project by signing the drawing, if required for Statutory Authorities and also by giving necessary authorization to PMC to secure approvals from local bodies of statutory authorities for the planning, construction as contemplated in this agreement from time to time. However, NALCO shall help the PMC to the extent of writing letters to local bodies regarding getting such approvals.
 - 3.3. Owner or any person authorized by them may inspect and check the 'Construction Work' from time to time to see that the project/ various buildings are being constructed as per drawings & specifications as provided in the approved Estimate. PMC shall facilitate the same. If during the inspection, any defects or variation without the written request of NALCO are found shall be rectified by the Execution agency at their own cost.
 - 3.4. NALCO shall release the funds/payments promptly to ensure that the progress of work should not hamper due to non-availability of fund.
 - 3.5. NALCO shall reimburse / make all the document statutory payments to the local Government or any other statutory body or bodies relating to the project.
4. **Drawing References:** The uploaded Tender purpose drawings are indicative in nature only.

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ANNEXURE-A3



SPECIAL CONDITIONS OF CONTRACT

1.0 Estimated cost of the Project:

- 1.1** The estimated cost of the project is Rs. 31.54 Cr. Bidder shall quote their Service Charges in % terms of Project cost with a condition that the PMC charges shall be payable on the actual project cost or estimated project cost, whichever is lower.
- 1.2** However, PMC shall award the contract to lowest technically qualified bidder within the estimated cost of the project i.e. Rs. 31. 54 Cr plus 5%. If there is an increase in L-1 tendered cost vis-a-vis estimated cost of the project i.e. Rs. 31. 54 Cr plus 5% i.e. Rs. 33.12 Cr (excluding GST & agency charges) then PMC shall put up a proposal to the Employer for sanction of the revised cost with supporting documents and technical justification for approval of the Employer.
- 1.3** In addition to the above all statutory documented cost for obtaining the clearances / permission from local authorities, other statutory bodies, Premium for Additional FSI, ALP to CIDCO, etc. shall be reimbursed to successful bidder as per actual.
- 1.4 The above estimate cost also includes cost of furniture to be provided and their details are as below:**

Sl. No.	Item Description	Qty	Unit	Rate	Amount
1	Reception Table (3000mmx1200x750) mm	1	Nos	3,00,000	3,00,000
2	Reception Table (2000mmx1200x750) mm	1	Nos	1,50,000	1,50,000
3	Chairs – Medium Back	4	Nos	15,211	60,844
4	Three Seater Sofa	1	Nos	61,436	61,436
5	Two Seater Sofa	1	Nos	55,000	55,000
6	Centre Table (900x450x450) mm	2	Nos	15,000	30,000
7	Side Table (600x600x450) mm	23	Nos	13,177	3,03,071
8	Conference Table (4500x1200x750) mm	1	Nos	3,00,000	3,00,000
9	Chair – High Back	1	Nos	45,720	45,720
10	Chairs – Medium Back	20	Nos	15,211	3,04,220
11	Visitor’s Chair	2	Nos	6,311	12,622

12	TV Unit (Conference Room)	1	Nos	1,25,000	1,25,000
13	TV 75"	1	Nos	1,60,900	1,60,900
14	Executive Table	1	Nos	13,560	13,560
15	Executive Side Credenza	1	Nos	12,000	12,000
16	Work Station	6	Nos	8,000	48,000
17	Executive Chair – High Back	1	Nos	17,000	17,000
18	Chairs- Medium Back	6	Nos	15,211	91,266
19	Visiter's Chair	2	Nos	6,311	12,622
20	Three Seater Sofa	2	Nos	61,436	1,22,872
21	Two Seater Sofa	3	Nos	55,000	1,65,000
22	Centre Table (900x450x450)mm	5	Nos	15,000	75,000
23	Side Table (600x600x450)mm	23	Nos	13,177	3,03,071
24	Dining Table 6 Seater	6	Nos	22,000	1,32,000
25	Dining Chairs	36	Nos	4,200	1,51,200
26	TV 65"	1	Nos	99,490	99,490
27	Kitchen Equipment's	1	Nos	16,00,000	16,00,000
28	Three Seater Sofa	1	Nos	61,436	61,436
29	Centre Table (900x450x450)mm	1	Nos	15,000	15,000
30	Side Table (600x600x450)mm	23	Nos	13,177	3,03,071
31	Director's Table (2400x750x780)mm	1	Nos	2,80,000	2,80,000
32	Director's Side Credenza	1	Nos	16,000	16,000
33	Director's Back Credenza	1	Nos	45,001	45,001
34	Director's Chair- High Back	1	Nos	49,654	49,654
35	Visiter's Chair	5	Nos	6,311	31,555
36	TV Unit (Director Room)	1	Nos	1,25,000	1,25,000
37	TV 75"	1	Nos	1,60,900	1,60,900
38	Three Seater Sofa	2	Nos	61,436	1,22,872
39	Centre Table (1200x650x450)mm	1	Nos	25,000	25,000
40	Side Table (600x600x450)mm	23	Nos	13,177	3,03,071
41	Executive Table	2	Nos	13,560	27,120
42	Executive Side Credenza	2	Nos	12,000	24,000

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43	Executive Back Credenza	2	Nos	35,000	70,000
44	Executive Chair – High Back	2	Nos	35,000	70,000
45	Visiter’s Chair	4	Nos	6,311	25,244
46	Work Staion	10	Nos	84,846	8,48,460
47	Chairs- Medium Back	10	Nos	15,211	1,52,110
48	Low Height Storage	12	Nos	19,000	2,28,000
49	Full Height Storage	1	Nos	1,90,000	1,90,000
50	Printer Table	1	Nos	75,000	75,000
51	Three-Seater Sofa	1	Nos	61,436	61,436
52	Centre Table (1200x650x450) mm	1	Nos	25,000	25,000
53	Side Table (600x600x450) mm	23	Nos	13,177	3,03,071

1.5 Note: Furniture: Godrej or approved equivalent, TV Unit: QLED (Sony / Samsung / LG) or approved make. All fixture and furniture shall be purchased with approval of make and model based on catalogue submitted by contractor.

2.0 Payment Terms:

2.1 SUCCESSFUL BIDDER shall execute the Project on “Deposit work on Turn Key basis” on behalf of Owner and shall be paid the actual cost of Project plus the applicable Agency fees (payable on the actual project cost or estimated project cost, whichever is lower) towards Services provided for planning, designing, Project Management, Supervision Services (excluding GST). GST on SUCCESSFUL BIDDER shall be paid by the Employer on actual basis as per applicable rates.

2.2 The expression ‘actual cost of Project’ shall include the following:


2.2.1 All the final payments made to the contractor(s) as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.

2.2.2 All costs of materials acquired for the Project and used on the work, procured through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the Owner.


2.2.3 Note: - Cost of site survey and initial Geo-technical investigation shall be included in PMC agency charges.

2.3 The actual cost of work shall not include:

2.3.1 Cost of land;


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- 2.3.2** Cost paid by the Employer to government or any other statutory body or bodies for getting approvals for the Project, fees paid to CIDCO or any authority etc.: and
- 2.3.3** The SUCCESSFUL BIDDER charges and GST thereon.
- 2.4** All tax liabilities including Applicable Taxes on payments to contractors & SUCCESSFUL BIDDER and any further tax liability arising out of statutory amendments in laws, government notifications etc. shall be paid by Employer to SUCCESSFUL BIDDER.
- 2.5** The payments by the Employer against the EPC Cost shall be made by transfer of funds in ESCROW account opened by the SUCCESSFUL BIDDER for this purpose.
- 2.6** The SUCCESSFUL BIDDER shall open a separate ESCROW Account for receipt of deposits & payments from the Owner. All payments against the EPC cost will be routed through Escrow Account. The payments against PMC Charges and any reimbursement of fees/amounts paid to Statutory/Local Authorities shall be reimbursed by the Employer directly to the PMC Bidder. The interest earned, if any, on the Escrow Account shall be treated as additional deposits for the project. Penalty, if any, levied on the contractor, architect or any other agency shall also be credited into the Escrow account and shall also be treated as additional deposits for the project.
- 2.7 Advance Payment : (a) PMC (Consultancy) :** On award of the contract & signing of agreement owner shall pay an amount of 10% of PMC charges on the estimated Project Cost as Advance payment. After award of the EPC Contract, the difference on account of the 10% Advance shall either be paid/recovered in the subsequent bills.
- (b) EPC (Construction) :** On appointment of EPC contractor, the Owner shall pay 10% (Ten) percent only as advance of the awarded cost of EPC Contractor.
- 2.8 RA Bill for EPC (Construction) :** Progressive payment of 80% of the Work done, based on Physical progress of the work shall be paid after adjusting the 10% Advance and retaining 10% towards Completion payment. Payment will be made for each running account bill for construction work duly certified by SUCCESSFUL BIDDER & duly recommended by EIC of Owner and GST there on. Monthly RA Bill for PMC (Consultancy) and EPC (Construction) shall be raised separately.
- 2.9 RA Bill for PMC (Consultancy):** The PMC shall raise the Invoice towards PMC Consultancy, with PMC Charges based on the EPC RA Bill, showing description of work done, quantity & value of services rendered and applicable Tax along with their claim duly certified by a representative of PMC on the Project & duly recommended by EIC of Owner, for payment after adjusting 10% Advance and retaining 10%

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towards Completion payment. PMC Charges/Agency Charges shall not be payable on the reimbursement of fees/amounts paid to Statutory/Local Authorities.

- 2.10 Completion Payment:** Balance payment of 10% of (on awarded value) shall be made on successful completion of work and submission of all requisite documents & clearances, after adjustment of all advance payments and submission of Security Deposit (SD)/ Performance Security as per Cl 3.0 below.
- 2.11** On completion of work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, audited by a Chartered Accountant. All government rules & regulations pertaining to Applicable Taxes shall be applicable and binding.
- 3.0 Security Deposit (SD) / Performance Security:**
- 3.1** Security deposit / Performance security shall be 5% of Service Charge. Bidders are required to furnish Security Deposit / performance Security deposit within 21 days of placement of LOA. The bank is required to send the original Bank Guarantee in confirmation directly to the beneficiary. The validity of BG against SD shall remain valid for a period of three months beyond defect liability period or closure of contract complete in all respect whichever is later. Successful Bidders are required to extend the validity of BG as required and charges shall be borne by the bidder.
- 3.2** As regards SD / Performance Security, to cover the DLP, BG of 5% of the EPC Cost shall be submitted at the time of completion or final 5% shall be released on completion of DLP. The validity of BG against SD shall remain valid for a period of three months beyond defect liability period or closure of contract complete in all respect whichever is later.
- 3.3 Penalty for late submission of SD:** In case the successful bidder fails to submit SD/ISD within a period of 21 days from the date of issue of work order/ LOA, the penalty @ 10% per annum will be applicable from the date of issue of LOA till the date of submission of SD.
- 3.4** The Security Deposit / SDBG will be returned to the agency without any interest subject to fulfilment of all contractual obligations by the Agency after completion of all contractual obligation, settlement of final bill and successful completion of Defect liability period.
- 3.5** Total Order Value is considered excluding GST.
- 4.0 Defect Liability Period:** Defect Liability period shall be 12 months from the date of Successful Completion of work i.e. handing over of building with all statutory clearance
- 5.0 Compensation for Delay:**

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- 5.1** SUCCESSFUL BIDDER shall be required to complete the construction of Project within the period stipulated. In case of delay, which may occur due to the reasons beyond the control of SUCCESSFUL BIDDER, the SUCCESSFUL BIDDER would intimate the Employer with full details of extension in time limit for completion of the works and keeping the contract alive.
- 5.2** If the delay in completion is attributable to the SUCCESSFUL BIDDER, the SUCCESSFUL BIDDER shall be liable to pay as damages to "Employer " a sum calculated @ 0.25% (Zero-point Two Five percent) of the Agency Charges for each week of delay, subject to a maximum of 5% (Five percent) of the Agency Charges.
- 5.3** In the event of delay due to Force Majeure causes resulting in the extension of the completion schedule for a length of time equal to the period of force majeure, SUCCESSFUL BIDDER shall not be entitled for extra payment.
- 5.4** The SUCCESSFUL BIDDER shall be fully responsible to defend any suits or arbitration / Court cases arising out of project in connection with the work between the SUCCESSFUL BIDDER and its Contractor(s) and any award/decreed during the construction stage or post completion of work.
- 5.5** The Compensation for Delay, liabilities or any Penalty will be recovered along with applicable taxes and duties.
- 6.0** Mediation & Arbitration Clause: As detailed at ANNEXURE-A of SCC
- 7.0** FORCE MAJEURE
- 7.1 The PMC shall not be considered in default if delay in completion of the work occurs due to cause beyond its control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riots and acts of unsurpassed power. The PMC shall notify 'Owner' in writing within ten days from the date of such occurrence. In the event of delay due to such causes, the completion schedule will be extended for a length of time equal to the period of force majeure.
- 7.2 PMC shall not hold responsible any contractor/agency for the delay/stoppage of work due to force majeure conditions like natural calamities, civil disturbance, war etc. and for losses suffered if any, by NALCO on this account. Suitable force majeure clause shall be incorporated in all the agreement entered into by the PMC with the contractors/agencies.

ANNEXURE-A of SCC

1.0 Settlement of Disputes

1.1 AMICABLE SETTLEMENT: -

If any commercial dispute, other than those where the decision of NALCO/EIC/MIC is final and binding as per the contractual terms, whatsoever arises between NALCO and the

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Contractor/Vendor in connection with or arising out of the Service Contract /Work Order/Purchase Order, as the case may be, including without prejudice to the generality of the foregoing, any question regarding its existence, interpretation, validity or termination, or the execution of the Contract, whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall resolve such dispute or difference by amicable settlement. If the parties fail to resolve such dispute or difference by amicable settlement, then the dispute may be settled through Mediation by High Level Committee / Arbitration / other remedies available under the applicable laws.

1.2 Resolution of Dispute by Mediation through High Level Committee (HLC): -

If the parties fail to resolve a dispute or difference by amicable settlement, such dispute or difference, if the parties agree, may be referred to Mediation for settlement and the same shall be guided by the provisions of The Mediation Act, 2023 or any other applicable law for the time being in force & amendment thereof.

1.2.1 Invitation for Mediation: -

- (i) A party shall notify the other party in writing about the dispute or difference it wishes to refer for Mediation within a period of 30 days from the date of failure to resolve the same through amicable settlement. Such notice for Mediation shall contain sufficient information relating to the dispute and the precise claim (monetary and/or declaratory) to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- (ii) Upon the receipt of the notice for Mediation from a party, the other party shall intimate its stand and counter claim, if any, within a period of 30 days from the date receipt of such notice and both the claim and counter claim, if any, will be referred for Mediation.
- (iii) The parties shall file their claim and counterclaim in the following format;
 - a. Chronology of the dispute
 - b. Brief of the contract
 - c. Brief history of the dispute
 - d. Issues

Sl. No.	Description of Claims / Counter claims	Claim Amount in INR	Relevant Contract Clause


- e. Details of Claim(s) / Counter Claim(s)
- f. Basis / Ground of claim(s) / counter claim(s) along with relevant clause of contract.

Statement of claims shall be restricted to maximum limit of 20 pages.

- (iv) If no reply/response is issued within 30 days of the date of receipt of notice to refer the dispute or difference for Mediation, the Mediation shall be treated as stands failed.

1.2.2 Mediation: -

- (i) Subject to the provisions of The Mediation Act, 2023 or any other applicable law, where notice for Mediation has been issued and responded to under Clause 1.2.1 hereinabove, the dispute or difference will be referred to a High-Level Committee (HLC) to be constituted


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by CMD, NALCO, for settlement through Mediation. The constitution of the HCL by the CMD, NALCO will be as per the guidelines detailed in clauses 1.2.2 (ii) to 1.2.2 (iv).

- (ii) HLC will be a committee comprising of three members, who are eligible as per the clause 1.2.2 (iii). However, there will be single member HLC for disputes involving claim and counter claim (if any) up to INR. 1 crore. CMD will have authority to reconstitute an HLC filling any vacancy. The party invoking mediation shall propose names of mediators who are eligible as per clause 1.2.2 (iii) hereinbelow, for consideration by the CMD, NALCO. The number of names proposed should be twice the number of mediators in the HLC which will be formed.
- (iii) The persons eligible for consideration to be members of the HLC shall be either Retired High Court Judges, or, Retired Civil Servants of Govt. of India not below the rank of Additional Secretary, or, Retired Chairman / Chairman Cum Managing Directors / Managing Directors / Directors of any Maharatna / Navratna CPSEs in India other than NALCO Ltd., who is/are registered as mediator with the Mediation Council of India, or is/are empanelled as Arbitrator with the Delhi International Arbitration Centre / Orissa High Court Arbitration Centre / IIAC / Indian Council of Arbitration.
- (iv) The persons selected as a mediator / member of the HLC shall disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his/her independence or impartiality as a mediator. The said disclosure is required to be given by the mediators prior to the conduct of mediation. Further, during the mediation, the mediator/ member of the HLC shall, without delay, disclose to the parties in writing any conflict of interest, that has newly arisen or has come to his/her knowledge that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator/ member of the HLC.
- (v) Upon disclosure under 1.2.2(iv), if either party desires to replace any member of the HLC or in the event of death/incapacity/withdrawal by any of the mediator from the HLC, then, the HLC will be reconstituted following the process as given above.

1.2.3 Proceedings before HLC: -

- (i) On constitution of the HLC, along with the intimation regarding the constitution of the HLC, its member/s will be furnished with the information relating to the dispute and the precise claim (monetary and/or declaratory) as well as stand and counter claim of the respective parties. The HLC will convene its meeting at the earliest, but not later than 30 days of its constitution. The HLC shall be provided with all necessary inputs, clarifications etc. by both the parties. Thereafter, the HLC shall assist the parties in an independent, neutral and impartial manner in their attempt to reach an amicable settlement of their dispute. The HLC shall at all times be guided by the principles of natural justice, objectivity and fairness and protect the voluntariness, confidentiality and self-determination of the parties, and maintain the standards for professional and ethical conduct as may be specified. The HLC shall be free to decide the process and procedure to be adopted for mediation and the same shall be subject to due consent of both the parties.
- (ii) In case of 3 members HLC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not present.
- (iii) The HLC shall attempt to facilitate voluntary resolution of the dispute by the parties and communicate the view of each party to the other to the extent agreed to by them, assist them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of settlement and generating options in an attempt to resolve the dispute expeditiously, emphasising that it is the responsibility of the parties to take decision


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regarding their claims. The HLC shall only facilitate the parties in arriving at a decision to resolve a dispute and shall not impose any settlement nor give any assurance that the mediation may result in a settlement.

- (iv) The parties shall be represented by their respective authorized representatives, who will produce proper Letters of Authority before the HLC. No party shall be allowed to bring any advocate or outside consultant/advisor/agent. However, subject to the discretion of the parties, the ex-employees of parties may represent their respective organizations if they were the Manager-in-Charge/Engineer-in-Charge/Dealing Officer of the contract at the time of dispute/cause of action. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Mediation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Mediation till the date HLC submits the non-settlement report and 30 days thereafter in any further proceeding.
- (v) HLC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 120 days from the date fixed for the first appearance before the HLC. If required, the parties may agree to extend the period of mediation for a further maximum period of 60 days. HLC will submit draft settlement agreement containing its recommendations to both the parties on possible terms of settlement. If the parties accept the draft settlement agreement of the HLC, then the settlement agreement will be executed by both parties with all HLC members as witnesses. However, in case parties do not accept, then the HLC will submit the non-settlement report.
- (vi) If, the draft Settlement Agreement shared by the HLC is acceptable to both the parties, the same will be signed within 15 days of acceptance and the same shall be authenticated by all the HLC members as witnesses. The acceptance/rejection is to be communicated by each party to other and to the HLC within 45 days of the receipt of the draft settlement agreement from HLC. After signing, the settlement agreement same shall be final and binding to both the parties and thereafter there shall be absolute bar for initiating arbitration. In case of non-agreement/non-acceptance of the draft settlement agreement, the HLC shall submit a non-settlement report to both the parties and the mediation proceedings shall stand terminated from the date of receipt of the said non-settlement report.
- (vii) The venue of the HLC meeting shall be at Bhubaneswar. All the expenditure incurred towards arrangement for the venue of the mediation proceedings and fee & expenses of the HLC members and expenses incurred towards venue shall be shared by the parties equally.

1.2.4 Fees & Facilities to the Members of the HLC: - The cost of Mediation proceedings including expenses towards arranging of venue of the mediation proceedings and fee & expenses of the HLC members shall be as provided herein below:

Sl. No.	Fees/ Facility	Entitlement
1	Fees	INR 20,000 per meeting to each Mediator. In addition, each Mediator to be paid INR 10,000 for attending meeting to authenticate the settlement agreement. However maximum fee shall be INR 2,10,000 per case per Mediator.
2	Secretarial expenses	INR 10,000 lump sum.

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3	Transportation in the city of the meeting	Car as per entitlement or INR 2,000 per day
4	Expenses towards Venue for meeting	Venue will be NALCO conference rooms at Bhubaneswar with fooding expenses as per actuals.
Facilities to be provided to the out stationed member		
5	Travel from the city of residence to the city of meeting.	Economy class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare.
6	Transport to and from airport/railway station in the city of residence	Car as per entitlement or INR 3,000
7	Stay for out stationed members	In NALCO Guest House or in hotel to be arranged by one of the parties.

Aforesaid fees is subject to government guidelines on austerity measures, if any. All the expenditure incurred in the HLC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the HLC proceedings.

1.2.5 The parties shall keep confidential all matters relating to the Mediation proceedings. Parties shall not refer or rely upon them and/or not produce them as reference / material papers / evidence in arbitration or court or any other proceedings.


1.3 Arbitration: -

1.3.1 If the process of mediation by HLC fails to arrive at a settlement between the parties any of the party may, within Thirty (30) days of such failure, give notice to the other party of its intention to refer the dispute/difference for arbitration indicating the precise claim amount and/or relief sought, as per the conditions as stated hereinafter provided, as to the matter in dispute/difference, and no arbitration in respect of the matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration can be resorted to only in cases where the disputed amount (i.e. total amount of Claims including claims of interest, cost etc.) does not exceed ₹10 crores and is not below ₹50.00 Lacs including all types of interest, cost etc.. In case the disputed amount exceeds Rs. 10 Crores or less than ₹50.00 Lacs, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than arbitration.

Since, mediation is a pre-condition for arbitration, any claim/dispute which has not been referred for mediation, shall not be referred for arbitration.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.


(The party invoking arbitration, at the time of invocation of arbitration, along with the notice, shall submit all the details of its claims including the Heads/Sub-heads of the claims and the

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documents relied upon by it for its claims. On receipt of notice invoking arbitration as well as the details of the claims and the documents relied upon by the claimant for its claims, within 30 days of the receipt, the other party shall give its response to the said notice, and within 60 days shall submit its counter-claims including the Heads/Sub-heads of the counter-claims and the documents relied upon by it for its counter-claims. The parties shall not file any details of the claims and counter-claims and/or documents etc. thereafter.)

The parties hereby agree that the claims/counter-claims raised by them at the time as mentioned above shall be final and binding and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever. Where the dispute/claim is for the payment of money, no interest shall be payable on whole or any part of the money for any period between the date on which cause of action arose and the date on which the award is made.


- 1.3.2** Any dispute in respect of which, a notice of intention to commence arbitration has been given in accordance with Clause 1.3.1, shall be finally settled by arbitration.
- 1.3.3** Any dispute referred by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, NALCO in the following manner: -
- a)** On receipt of a notice of intention to commence arbitration given in accordance with Clause 1.3.1, CMD, NALCO will send, within 30 days of receipt of the notice, to the party (other than NALCO) names of three persons from the panel of arbitrators of Orissa High Court Arbitration Centre and/or Delhi International Arbitration Centre and/or Indian Council of Arbitration and/or IIAC, for the said party to choose any one of them to be the Sole Arbitrator.
 - b)** The party other than NALCO on receipt of the names as mentioned at (a) above, shall select any one of the person names to be appointed as a Sole Arbitrator and communicate his name to CMD, NALCO within thirty days of receipt of the names along with written consent for agreeing to waive the applicability of Section 12 (5) of the Arbitration and Conciliation Act, 1996, conveying its agreement for appointment of Sole Arbitrator by CMD NALCO as provided under this arbitration clause.
 - c)** On receipt of communication as provided above, CMD, NALCO shall there upon appoint the said person as the sole Arbitrator within 30 days of receipt of the communications as mentioned at (a) above.
 - d)** If none of the names communicated by CMD, NALCO are acceptable to the party (other than NALCO) or the said party fails to communicate such selection as provided at (a) above within the period specified, any of the parties may approach Hon'ble High Court of Orissa at Cuttack for appointment of Sole Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996.
 - e)** If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, NALCO to appoint another person in his place in the same manner as mentioned above. The person so appointed as Sole Arbitrator shall proceed with the reference from the stage where his predecessor had left.
 - f)** The seat and venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants venue of arbitration may be at as and where required basis, and may be held at the place where the site of work is situated.
 - g)** The fees, expenses, if any, of the Arbitrator, expenses towards venue of arbitration shall be equally shared by the parties. The fee of the Sole Arbitrator shall be as under:

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- h) The Arbitrators shall be paid fees as per the Fees prescribed in the Fourth Schedule of the Arbitration & Conciliation Act, 1996 and amendments, if any made thereof.
- i) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:
- a) 40% of the fees if the Pleadings are complete
 - b) 60% of the fees if the Hearing has commenced
 - c) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
- j) Each party shall pay its share of arbitrator's fees in stages as under:
- a) 40 % of the fees on Completion of Pleadings
 - b) 40% of the fees on conclusion of the Final Hearing
 - c) 20% at the time when arbitrator notifies the date of final award
- k) The Claimant shall be responsible for making all necessary arrangements for the travel / stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.
- l) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
- m) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties and any future interest as awarded by the Arbitrator shall not be more than 5% per annum simple interest.
- n) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.
- 1.3.4** Notwithstanding the above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between NALCO and any other Central Public Sector Enterprises (CPSEs) / Port Trusts and also between NALCO and Government Departments / Organizations or University under the Central Government (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), NALCO and State Governments/ State PSUs / Public authority / Organizations or University under any State Government, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE Office Memorandum No.05/0003/2019-FTS-10937 dated 14th December, 2022 read with DPE OM No. DPE-05/0002/2023-AMRCD dated 25th July, 2024 including further DPE OMs / clarifications and / or any amendments relating to Administrative Mechanism for Resolution of Disputes CPSEs Disputes [AMRCD]. The decision of AMRCD on the said dispute will be binding on the parties.
- 1.4** Notwithstanding any reference to the Mediation or Arbitration herein,
- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
 - b) NALCO shall pay the Contractor any monies due to the Contractor.
- 1.5** **Jurisdiction/ Governing Laws:**
- (a) **Jurisdiction:**
For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of the courts at Bhubaneswar in the State of Odisha (India) only.
- (b) **Governing Laws:**

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The contract shall be governed by and constructed according to the laws in force in INDIA.

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ANNEXURE-C4

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 hereby confirm that we have downloaded the complete set of tender documents along with the set of enclosures hosted in www.eprocure.gov.in website. We confirm that the bid document has not been edited or modified by us. In case, it is observed by NALCO that the bid document has been edited or modified, we agree for the rejection of the bid by NALCO.
3. We undertake, if our tender is accepted, to commence the work from the effective date of contract and to carry out work as stipulated in the contract.
4. ~~We have submitted the Earnest Money Deposit (EMD) amount through DD/BC/PO/BG as instructed by you.~~
5. We agree to abide by this Tender initially for a period of Six (6) Months as validity of offer from the date of opening of Tender and it shall remain binding on us and may be extended 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-C14 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-C5

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. :	
Gender : Male / Female / Other
Category : General / SC / ST
Type * Micro / Small/ Medium / Ancillary	Micro/Small/Medium...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.....	

(Signature and official seal of Authorized Person)

Date: _

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ANNEXURE-C6

EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS

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

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

Signature & Seal of bidder.

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Annexure – C7(A)


LIST OF STANDARDISED BANKS FOR BG/SD

Any domestic Guarantee issued by PSU Bank (or) Private Bank (or) Foreign Bank operating in India must be operational and irrevocable in Bhubaneswar only. For Guarantee to be operational in Bhubaneswar the issuing bank must designate a specified Bank Branch in Bhubaneswar.

<u>I. SCHEDULED PUBLIC SECTOR BANKS (INDIAN)</u>		<u>III. SCHEDULED FOREIGN BANKS</u>	
1	Bank of Baroda	1	Abu Dhabi Commercial Bank Limited
2	Bank of India	2	Australia & New Zealand Banking Group Ltd.
3	Bank of Maharashtra	3	Bank of America NA
4	Canara Bank	4	Bank of Bahrain and Kuwait B.S.C.
5	Central Bank of India	5	Bank of Ceylon
6	Indian Bank	6	Barclays Bank PLC
7	Punjab & Sind Bank	7	BNP Paribas
8	Punjab National Bank	8	Citibank N.A.
9	UCO Bank	9	Commonwealth Bank of Australia
10	Union Bank of India	10	Credit Agricole Corporate & Investment Bank
11	State Bank of India	11	Credit Suisse AG
		12	DBS Bank Ltd.
		13	Deutsche Bank AG
		14	Doha Bank
		15	FirstRand Bank Ltd.
		16	Industrial Bank of Korea
		17	Industrial & Commercial Bank of China Ltd.
		18	JP Morgan Chase Bank
		19	KEB Hana Bank
		20	Krung Thai Bank Public Company Ltd.
<u>II. SCHEDULED PRIVATE SECTOR BANKS (INDIAN)</u>			
1	HDFC Bank Ltd.	21	Mashreqbank PSC
2	ICICI Bank Ltd.	22	Mizuho Bank Ltd.
3	Axis Bank Ltd.	23	National Australia Bank Ltd.
4	Kotak Mahindra Bank Ltd.	24	Sberbank
5	YES Bank	25	Shinhan Bank
6	IndusInd Bank Ltd.	26	Societe Generale
7	The Federal Bank Ltd.	27	Sonali Bank Ltd.
8	The Jammu & Kashmir Bank Ltd.	28	Standard Chartered Bank
9	The South Indian Bank Ltd.	29	Sumitomo Mitsui Banking Corporation
10	The Karur Vysya Bank Ltd.	30	The Bank of Nova Scotia
11	The Karnataka Bank Ltd.	31	The Bank of Nova Scotia
12	IDFC Bank	32	The Bank of Tokyo Mitsubishi UFJ Ltd.
13	RBL Bank	33	The Royal Bank of Scotland PLC

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14	Tamilnadu Mercantile Bank Ltd.	34	United Overseas Bank Ltd.
15	City Union Bank Ltd.	35	Westpac Banking Corporation
16	IDBI Bank	36	Woori Bank

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Annexure -C7(B)


FORMAT BANK GUARANTEE FOR SDBG

(To be executed on non-judicial stamped paper of appropriate value)

- B. G. No. _____ Date: _____
1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its UNIT/Office at _____ (UNIT/OFFICE ADDRESS WHERE THE WORK IS EXECUTED) (hereinafter called " The Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to exempt M/s.(Hereinafter called "the said Contractor(s)/ Seller(s)"), which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No. dt.for (work/assignment description) of cash security deposit for the due fulfilment by the said contractor(s)/seller(s) of the terms and conditions contained in the said Contract(s)/Order(s), on production of Bank Guarantee for ` (Rupees.....only).


 2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s)/orders(s) or by reasons of the said Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s) including defect liability obligations or that the amount covered under this guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` (Rupees.....only).

 3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under. Our liability to

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pay is not dependent or conditional on the Company proceeding against the Contractor(s)/Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.
5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly Authorised officer of the company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.
6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.

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8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).
9. We _____Bank further agree that this Guarantee shall be invocable at our place of business at _____ (Bank Name),
_____ (Branch Name and address of the branch),
Bhubaneswar, Odisha-751_____.

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Detail of Persons Issuing the BG:

Name-----,

Address for Correspondence: -----

Telephone & Fax No. -----


E-mail: -----

Note: BGs to be furnished from any of the approved banks of NALCO.

Note: 1 : BGs to be furnished from any of the approved banks of NALCO.

Note 2: BG confirmation must be sent to our Banker through SFMS with the followings details:


Beneficiary	: NATIONAL ALUMINIUM COMPANY LIMITED
Banker	: State Bank of India, SME Branch, NALCO Corporate Office, P-1, Nayapalli, Bhubaneswar-751013
A/C No.	: 10044880013
IFSC Code	: SBIN0009817
Email	: sbi.09817@sbi.co.in

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Annexure -C7(C)

Beneficiary information for issuance of Electronic Bank Guarantee through National EGovernance 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	sunil.mishra@nalcoindia.co.in
(v)	Contact Number	9437495307
(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	10865755329
(xii)	IFSC Code	SBIN0000290
(xiii)	Business Unit Code- For EMD BG	1000 Corporate Office
	For Other BG (SDBG/PBG)	4000 Regional Office Mumbai
(xiv)	Tender doc ref No./Contract Ref No.	< Tender No / LOA / Order No >
(xv)	Vendor Code	< if available >

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ANNEXURE – C8

FORMAT FOR AGREEMENT

(To be executed between successful bidder & NALCO on non-judicial stamp paper of Rs. 100.00 and jurisdiction of Orissa High Court)

This Agreement made this day of _____ in the Year Two Thousand _____.

BETWEEN

M/s National Aluminium Company Limited (A Government of India Enterprise) having its Registered office at NALCO BHAWAN, P-1, Nayapalli, Bhubaneswar-751013 (Odisha) (hereinafter referred to as the "**NALCO or OWNER**") which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assigns on the one part.

AND

M/s _____ (Name of Successful Bidder), (A Government of India Enterprise) having its Regional Project Office: _____, (Consultant) which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assigns on the other part.

WHEREAS NALCO intends to engage M/s _____, for "_____(Name of work)" on Depositary cum EPC Mode, hereinafter, referred to as "The Project"


WHEREAS NALCO desires the consultant to carry out the PMC works as detailed in the Letter of Acceptance, along with its enclosures as Terms and conditions of the Contract. WHEREAS the consultant possess the requisite competence and experience to perform the services. WHEREAS the consultant is willing to provide services as per terms and conditions set forth herein.

All the following documents along with enclosure thereof, shall form the part of this Agreement.

01.

02.

In witness whereof the parties have executed these presents in the day and the year first above written.

<p style="text-align: center;">नालको  NALCO</p> <p>Tender Ref. No- NALCO/CORP/PnT/CONT/2026/004</p>	<p>Appointment of Project Management Consultant (PMC) for construction of Nalco Office Building at Kharghar Mumbai on Deposit Work Basis cum EPC Mode.</p>
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Signed and delivered for
and on behalf of Owner

Signed and delivered for
and on behalf of Consultant

(M/s National Aluminium Co. Ltd.)

(M/s

_____)

Date -

Date –

Place -

Place –

In presence of two witnesses


In presence of two witnesses

1.

1.

2.

2.

 <p>नालको NALCO</p> <p>Tender Ref. No- NALCO/CORP/PnT/CONT/2026/004</p>	<p>Appointment of Project Management Consultant (PMC) for construction of Nalco Office Building at Kharghar Mumbai on Deposit Work Basis cum EPC Mode.</p>
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Annexure-C9

(To be submitted with BID)

ANTI-PROFITEERING DECLARATION FORMAT

(To be typed on the letterhead of the bidder)

To whomsoever it may concern

I, Mr. _____, Proprietor/_____ Other authorised 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 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.

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ANNEXURE-C10

INTERNET BANKING / R.T.G.S. BANKING MANDATE FORM

To
National Aluminium Company
Limited, NALCO BHAWAN, P/1,
Nayapalli, Bhubanesawr, Odisha -
751013

Dear Sir,

Sub: Authorisation for release of payment due from NALCO, Mines/Refinery M&R complex at Damonjodi, Odisha 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

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Code E-mail Id:

Particulars of		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			
R.T.G.S. IFSC Code.			


3. 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)**

 नालको NALCO Tender Ref. No- NALCO/CORP/PnT/CONT/2026/004	Appointment of Project Management Consultant (PMC) for construction of Nalco Office Building at Kharghar Mumbai on Deposit Work Basis cum EPC Mode.
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ANNEXURE-C11

AFFIDAVIT BEFORE THE NOTARY PUBLIC

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


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

1.	(a)	Is the bidder currently involved in any litigation relating to the works?	Yes/No
	(b)	If yes,; give details:	
2.	(a)	Has the bidder or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	
3.	(a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last 5 years.	
	(b)	If yes, give details:	
4.	(a)	Arbitration cases pending	
	(b)	If yes, give details:	
5.	(a)	Disputed incomplete works.	
	(b)	If yes, give details:	
6.	(a)	Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.	
	(b)	If yes, give details:	
7.	(a)	Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.	
	(b)	If yes, give details:	
8.	(a)	Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings	
	(b)	If yes, give details:	

Note:

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

Signature of the bidder Date :

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ANNEXURE- C12

FORMAT FOR SUBMITTING PRE-BID QUERIES

Bidder to submit the pre-bid queries in following format in word/excel

Name of Bidder:

Address of Bidder:


Name of contact person:

Email:

Phone:

Sl. No.	Clause No.	Page No.	Provision of Document	Queries/ Suggestions

(Bidder to send their queries / suggestion in the email mentioned at Proposal Details)

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Annexure-C13

**FORMAT OF MAKE-IN-INDIA DECLARATION
CERTIFICATE**

(In compliance to the Public Procurement (Preference to Make-in-India) Order 2017 issued by Department of Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India, dated 16.06.2020, 04.03.2021 & 19.07.2024 (as amended).

TO WHOMSOEVER IT MAY CONCERN

M/s.....certifies that the following component wise breakup indicated below is in line with the Make in India policy with respect to the value addition to the total price quoted by us against the Tender Ref. No.....

M/s..... also solemnly declare that component wise breakup given below are true and correct and understand that *"false declarations will be breach of Code of Integrity under Rule 175(1)(i)(h) of General Financial Rule (GFR) for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law"*.

M/s..... also solemnly declare and understand that incase the given *"data does not meet the stipulated Local content requirement and the category of the supplier changes from Class 1 to Class 2/Non-Local or from Class 2 to Non-Local, a penalty up to 10% on the contract value may be imposed"*.

Sl. No.	Name of the item	Name of the manufacturer	Country of Origin	% value to th	Location (s) and address at which the Local value addition is
1.					
2.					
3.					
4.					
Total value (in %) to the total					

Note: Points to be noted while certifying the declaration:

- i. For item(s) sold by Bidder as Re-seller, OEM Certificate for country of origin is to be submitted.
- ii. Supply of Re-packaged/Re-furbished/Re-branded "IMPORTED" product should be treated as "Re-selling of imported products" and must not be included while calculation of Local content.

<p style="text-align: center;">नालको  NALCO</p> <p>Tender Ref. No- NALCO/CORP/PnT/CONT/2026/004</p>	<p>Appointment of Project Management Consultant (PMC) for construction of Nalco Office Building at Kharghar Mumbai on Deposit Work Basis cum EPC Mode.</p>
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- iii. Services such as Transportation, Insurance, Installation, Commissioning, Training and after sales service support like AMC/CMC, etc. must not be included as Local content.
- iv. All item(s) under PLI Scheme shall be treated as deemed Class II Local supplier for that item(s) unless they have minimum local content equal to or higher than that notified for Class I Local supplier for that item.
- v. In case of procurement value in excess of Rs 10 Cr, the supplier shall required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing charter accountant (in respect of suppliers other than companies) giving the percentage of Local content.

I/We hereby declare that all the details furnished above are true. If any information is found incorrect as per points mentioned above, than I agree to actions as per Rule of GFR mentioned above.

Date :

Place :

(Signature of authorized signatory of the Bidder/Supplier with stamp)

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ANNEXURE-C15

CHECKLIST FOR BIDDER

Following information along with the attested copy/copies of all the supporting documents as applicable, are to be submitted:

SL.	Documents description	Submitted	Ref. Page No.
1.	Documentary evidence in support of Bidder-qualifying criteria of the NIT a) Work Orders listing as per (ANNEXURE-C1&C3)	Yes/No	Pg. ___ to Pg. ___
	b) Financial Documents i.e. balance sheet, Profit & Loss Account of last three years as per ANNEXURE-C2	Yes/No	Pg. ___ to Pg. ___
2.	Pre-Contract Integrity Pact (ANNEXURE-C14)	Yes/No	Pg. ___ to Pg. ___
3.	PAN No. along with support documents	Yes/No	Pg. ___ to Pg. ___
4.	PAN based GST registration No. along with support documents	Yes/No	Pg. ___ to Pg. ___
5.	Power of Attorney of the signatory / Authorized signatory nominated by the company for the tender,	Yes/No	Pg. ___ to Pg. ___
6.	Forwarding Letter and Undertaking as Per ANNEXURE-C4	Yes/No	Pg. ___ to Pg. ___
7.	Mandatory Information of the Bidder as per ANNEXURE-C5	Yes/No	Pg. ___ to Pg. ___
8.	Exception / Deviation Statement to the Tender Terms & Conditions as per ANNEXURE-C6	Yes/No	Pg. ___ to Pg. ___
9.	Anti-Profitteering Declaration as per ANNEXURE-C9	Yes/No	Pg. ___ to Pg. ___
10.	Bank Mandate Form for E-Payment as per ANNEXURE-10	Yes/No	Pg. ___ to Pg. ___
11.	Litigation History & Criminal Background as per ANNEXURE-11	Yes/No	Pg. ___ to Pg. ___
12.	Local Content Declaration as per Annexure-C13	Yes/No	Pg. ___ to Pg. ___

Bidders are requested to submit all the requisite documents in 1st instance itself. If any of the information is not furnished, the offer of the party shall be evaluated based on the documents available.

SIGNATURE OF TENDERER WITH SEAL