

नालको  NALCO

Tender Ref. No:
NALCO/CORP/PnT/CONT/2026/005

Appointment of Project Management Consultant (PMC) for Construction of Academic Blocks for Delhi Public School, CISF Barracks and Other Associated Infrastructure for Shifting of DPS (Senior Wing) & CISF Colony inside the Premises of Nalco Nagar Township on Deposit Work cum EPC Mode.

नालको  NALCO

**REQUEST FOR QUOTATION
FOR**

“Appointment of Project Management Consultant (PMC) for Construction of Academic Blocks for Delhi Public School, CISF Barracks and Other Associated Infrastructure for Shifting of DPS (Senior Wing) & CISF Colony inside the Premises of Nalco Nagar Township on Deposit Work cum EPC Mode”.

BID REFERENCE NO: NALCO/CORP/P&T/CONT/2026/005 DATED 12.05.2026

Issued by

National Aluminium Company Ltd. (NALCO)

(A Government of India Enterprise)

“NALCO BHAWAN”, P1, NAYAPALLI

BHUBANESWAR-751013, ODISHA

REQUEST FOR QUOTATION (RFQ)

“Appointment of Project Management Consultant (PMC) for Construction of Academic Blocks for Delhi Public School, CISF Barracks and Other Associated Infrastructure for Shifting of DPS (Senior Wing) & CISF Colony inside the Premises of Nalco Nagar Township on Deposit Work cum EPC Mode”.

BID REFERENCE NO: NALCO/CORP/P&T/CONT/2026/005 DATED 12.05.2026

National Aluminium Company Limited (NALCO) invites bids through Central Public Procurement (CPP) Portal on Single-Part basis (combined technical and price bid submission) from pre-approved Schedule-A Central Public Sector Undertakings (PSUs) set up by the Central Government to carry out Civil or Electrical works as per GFR Clause 133(3) for appointment of PMC for Construction of Academic Blocks for Delhi Public School, CISF Barracks and Other Associated Infrastructure for Shifting of DPS (Senior Wing) & CISF Colony inside the Premises of Nalco Nagar Township on Deposit Work cum EPC Mode. The PMC Agency shall be selected/appointed on L1 basis (lowest quoted PMC charges in %) as defined in this document:

IMPORTANT INSTRUCTIONS

1) Employer/Owner	National Aluminium Company Limited (NALCO)
2) Estimated Cost for Project Execution (excluding PMC Charges and GST) - Indicative for the complete Project)	Rs. 49.00 CR
3) Completion Time	21 Months including planning, tendering process, statutory approval and execution (including the 60 days for completion of initial survey, preparation of architectural drawings, Detailed estimate)
4) Cost of Tender Documents.	NIL

TABLE OF CONTENTS

Section	Page No
1: Proposal Details	
2: Notice Inviting Tender	
3: Part-A: General Information	
4: Annexure-1- Instructions to Bidders	
5: Annexure 2- Scope of Work and Technical Specification	
6: Annexure 3- Special Conditions of Contract	

PROPOSAL DETAILS

1	NAME OF THE WORK/ SERVICE:	Appointment of Project Management Consultant (PMC) for Construction of Academic Blocks for Delhi Public School, CISF Barracks and Other Associated Infrastructure for Shifting of DPS (Senior Wing) & CISF Colony inside the Premises of Nalco Nagar Township on Deposit Work cum EPC Mode.
2	NIT REFERENCE NUMBER	NALCO/CORP/P&T/CONT/2026/005 DATED 12.05.2026
3	MODE OF TENDERING (E tendering)	Single-part e-tender (combined technical and price bid submission)
4	LOCATION OF THE WORK	NALCO Township Angul, Odisha
5	NO. AGENCY required & % of distribution	One Agency & 100% Divisibility & Splitting of work : Not Applicable
6	CONTRACT DURATION	AS PER TENDER DOCUMENTS
7	PRE-BID MEETING:	APPLICABLE P&T DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751013 <u>Pre-Bid meeting date & time</u> 19.05.2026 AT 11:00 AM Last date for submission of query/clarification 18.05.2026
8	DATE OF PUBLICATION OF NIT	12.05.2026

9	START DATE AND TIME OF SUBMISSION OF BID/PROPOSAL AT CPP PORTAL	21.05.2026 AT 09:00 AM
10	LAST DATE AND TIME OF SUBMISSION OF BID/PROPOSAL AT CPP PORTAL	03.06.2026 AT 03:00 PM
11	DATE AND TIME OF BID OPENING (Technical as well as Price bid)	04.06.2026 AT 03:00 PM
12	ADDRESS FOR ALL COMMUNICATIONS AND VENUE FOR TECHNO-COMMERCIAL / PRICE BID OPENING/ 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	90 days from the date of opening the bid.
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 Aluminium Company Limited P/1 Nayapalli Bhubaneswar-751013, Odisha Email: Awadhesh.gupta@nalcoindia.co.in
21	Contact Persons	1. Sri Sunil Kumar Mishra 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
22	Manager-in-Charge of the proposed contract:	1. Sri T T Mohapatra General Manager (Civil), Smelter Email: tapan.mohapatra@nalcoindia.co.in M-9437081130

NOTICE INVITING TENDER

Sub: **"Appointment of Project Management Consultant (PMC) for Construction of Academic Blocks for Delhi Public School, CISF Barracks and other associated infrastructure for shifting of DPS (Sr. wing) & CISF Colony inside the premises of Nalco Nagar Township on Deposit Work Basis cum EPC Mode"**.

1. Digitally signed single-part bids are invited from pre-approved Schedule-A Central PSUs for appointment of PMC on deposit work cum EPC mode. The PMC agency shall be selected on L1 basis (lowest quoted PMC charge in %).
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.**

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

Bidders are required to submit their bid on tendering Portal CPP using their DSC.

3. Purpose of this Tender

3.1. NALCO intends to Shift Delhi Public School (Senior Wing) and CISF Colony (Barracks, Hostels, Quarter Guard, Armory, and Residential Units & Associated Infrastructure) from their present location to alternate location inside the premises of NALCO Nagar Township.

3.2. In this context NALCO intends to Appoint a Project Management Consultant (PMC) who shall be responsible for end-to-end management of the project, including preparation of detailed estimates, BOQ and drawings; tendering and finalization of Executing Agencies; construction supervision and contract management; monitoring of progress (physical and financial); quality and safety oversight; coordination with statutory authorities; and successful completion and handing over of the works.

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.

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, the bid shall be evaluated based on the documents furnished/uploaded by the bidder. Therefore, bidders must ensure that all relevant documents are submitted at the time of bid submission.
- 4.7. This NIT is in Single part. 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-XIV).
- 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 check his mail and CPP portal for any information regarding tender from time to time.
- 4.12. Nalco reserves 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.
- 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.

ANNEXURE –I

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 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, 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. Bidders should submit their offers as per the procedure detailed in this tender document. Bidders should upload all documents requested in the bid along with the Price BOQ in Excel format 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.

3.2. **Bid Validity:** Bid shall remain valid for acceptance for a period of 90 days 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-V. 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. **BID OPENING AND EVALUATION**

4.1. **Opening of bid**

4.1.1. On the bid due date and time mentioned in 'Notice Inviting e-Tender' or extended bid due date as the case may be, the composite bid (i.e technical as well as price part being a single part tender) 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.

4.2. Clarification and Additional Information

4.2.1. During evaluation of the bid, NALCO may seek clarifications and/or additional supporting documents from the bidder. The bidder shall submit the same within the stipulated time, failing which NALCO reserves the right to evaluate the bid based on available documents or reject the bid for non-compliance.

4.2.2. 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.

4.3. Condition for Bid Evaluation:

4.3.1. 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.

4.3.2. 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.

4.3.3. Non-submission of details/ documents may lead to rejection of bid.

4.4. 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.

5. AWARD OF WORK:

Successful Lowest Bidder (L1) will receive a 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.

6. 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.

7. **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.
8. **INTEGRITY PACT :**
 - 8.1. Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper), as per format attached at Annexure-XIV, 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.
 - 8.2. Independent External Monitor [IEM]
 - 8.2.1. 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.
 - 8.2.2. NALCO has a panel of Independent External Monitor (IEM), the details are as follows:
 - 8.2.2.1. Sri Hare Krishna Dash, Retd. IAS, E-mail: hkdash184@hotmail.com
 - 8.2.2.2. Mr. Prashant Kumar Jha, IFoS (Retd.), E-mail: pkjhaforest@yahoo.co.in
 - 8.2.2.3. Mr. N. Shanker Reddy, IPS (Retd.), E-mail: shankerreddyips@gmail.com
 - 8.2.3. 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.
9. **EARNEST MONEY DEPOSIT: NOT APPLICABLE**
10. **Bids submitted outside CPP Portal shall not be accepted.**
11. **DEFECT LIABILITY PERIOD (DLP): 12 months from the date of Successful Completion of work i.e. handing over of building with all statutory clearance.**
12. **BANK GUARANTEES:-**
 - 12.1. The party may submit Bank Guarantee against SDBG as applicable and indicated in NIT.

- 12.2. 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.
- 12.3. The BG will not carry any interest.
- 12.4. 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.
- 12.5. The bidder at their option can submit electronic Bank Guarantee to NALCO through NeSL platform
13. 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.
14. Any communication such as Letter, BO, 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.
15. Deviation not accepted by NALCO will have to be withdrawn by the bidder otherwise such bids may be disqualified/rejected.
16. **TAXES & DUTIES :**
 - 16.1. 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.
 - 16.2. 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.
 - 16.3. 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.
- 16.4. 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 conditions. Agency to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
- 16.5. 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.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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.
- 16.10. 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).

- 16.11. 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.
- 16.12. 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.
- 16.13. 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.
17. **TAX DEDUCTION AT SOURCE UNDER GST**
- 17.1. 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.
- 17.2. 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.
18. **DEDUCTION OF INCOME TAX & ANY OTHER TAX :**
- 18.1. 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.
- 18.2. Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the agency's bills.
- 18.3. Income Tax TDS, as applicable at the prevailing rate on the gross amount billed shall be deducted from the contractor's bills.
- 18.4. Any other statutory tax, as applicable shall be deducted at source.
19. **PRICE VARIATION AGAINST THE CONTRACT :(NOT Applicable).**
20. **CIRCUMSTANCES OF SUSPENSION / BANNING OF BUSINESS:**

- 20.1. **Suspension / Banning of Business** of any agency/ firm/ Consultant working with the Company may be resorted to in following cases:
- 20.1.1. 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;
- 20.1.2. If security considerations including the question of loyalty to the State warrant as per recommendations of Ministry of Home Affairs.
- 20.1.3. 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.
- 20.1.4. If the Firm refuses/fails to return the Company's dues without adequate cause;
- 20.1.5. If the Firm is blacklisted by any Department of the Central Government/ State Government.
- 20.1.6. 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.
- 20.1.7. Misbehavior/ threatening of departmental supervisory staff during work execution.
- 20.1.8. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- 20.1.9. Persistent & intentional violation of important conditions of contract.
- 20.1.10. Submission of false/ fabricated/ forged documents for consideration of a bid.
- 20.1.11. If declared bankrupt or insolvent.
21. **CONFLICT OF INTEREST**
- 21.1. 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.
- 21.2. 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.

22. **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.
23. **TERMINATION**
- 23.1. 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**.
- 23.2. 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.
- 23.3. 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.
- 23.4. 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.
- 23.5. **Termination of the Agreement shall not affect:**
- 23.5.1. Nalco's obligation to make payments which have become legally due prior to the termination of the Agreement, after all due adjustments.
- 23.5.2. Right to take any action by the two parties under the Agreement and law.
- 23.5.3. 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.
24. **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.

ANNEXURE-II

SCOPE OF WORK AND TECHNICAL SPECIFICATION

1. The project shall be executed on Deposit Work Basis cum EPC Mode, scope consisting of the survey, planning & design (architectural, structural, landscaping, non-structural and interior design), preparation of detailed estimate, 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.
2. Smelter and Power Complex of National Aluminum Company Ltd (NALCO) located near Anugul town in the state of Odisha intends to go for addition of following infrastructural facilities within its premises as a part of capacity building exercise and to ensure optimum use of available land parcel. Approximate expenditure involved in the proposed work will be to the tune of Rs 49.0 Cr approx., tentative list of work to be covered under this project is detailed at Annexure II (A).
3. In this context, NALCO desires to rope in an experienced Project Management Consultant (PMC) well conversant with construction of Multistoried RCC Frame structures and other associated infrastructure development work for large institutional/ Township/ Society/ community/ colony development projects using latest fast construction technology.
4. The consultant shall finalize the construction methodology like the process to be followed, prepare the floor plan, elevation of the structures as per applicable standards. Minimum 3 alternatives shall be prepared for presentation to NALCO. After the concept plan is finalized, the consultant shall go ahead with subsequent activities like preparation of detailed estimate, construction drawings etc.
5. The entire project is envisaged to be completed in totality within a time span of 18 (Eighteen) months from date of award of work on civil executing agencies by the consultant.
6. For faster execution of multi storied structures it is preferred to use one of the latest methods of construction like Prefabricated panelized system , Hybrid & panelized system, Mivan technology , Modular & 3D construction , Integrated Hybrid Solutions or any other suitable methods which shall meet the project's completion target.
7. Project activities also include all the works like site grading, civil construction, water supply and sanitary networks, augmentation of electrical network like fixing of

transformers, transmission lines etc for supplying power to the new buildings, external drainage and road works, landscaping, boundary wall construction etc.

8. Angul being a critically polluted area, it is envisaged that proposed expansion will be carried out with minimum increase in pollution load with respect to emission of polluted chemicals/ gases and as per the statutory norms. Entire construction area has to be segregated and barricaded with proper materials so as to minimize the inconvenience to the adjoining school, occupants residing nearby and other common people moving through the area.
9. All the buildings need to be constructed as green buildings by utilization of environmentally friendly materials and shall be meeting the guidelines of National Building council as well as other applicable standards/ guidelines of central / state governments.

NALCO'S OBLIGATIONS:

1. Required Office Space shall be provided to the Consultant by NALCO on free of cost basis. Electricity & water supply to the Site office of consultant shall also be ensured by NALCO. However, office furniture and computer peripherals shall be arranged by the consultant for running of their office.
2. No accommodation shall be provided to the consultant for accommodation of their staff. Transit accommodation in the guest houses can be provided for short duration to the visiting officials of the consultant.
3. The NALCO authority will demarcate and make available the site for individual project free of all encumbrances or charges.
4. Vehicles for local movement of officials and staffs of NALCO or any statutory officers or Govt. representatives shall be arranged by the consultant during any inspection or site visit.
5. The NALCO authority will exercise its responsibility as the Owner of the Project by signing the drawings required for Statutory Authorities and also by giving necessary authorization to the consultant to secure different statutory approvals from different dept. of State & Central govt for the planning, construction, occupation as contemplated in this agreement from time to time and as per prevailing rule of the land.
6. The consultant shall co-ordinate with executing agencies of different packages in this regard and take necessary steps through them for completing all the

formalities required obtaining permissions/ approvals for occupation of the newly constructed facilities.

7. Primary responsibility of getting approvals from different statutory authorities and dept. of Govt of India as well as that of Odisha including associated costs lies with the agencies executing different packages. Necessary assistance shall be extended by NALCO to the consultant/ executing agencies in this regard like writing letters to local bodies regarding getting such approvals, attending meetings etc.
8. Before commencement of site activities, the consultant shall ensure that, permission for cutting and relocation of existing trees wherever required shall be obtained from forest and environment department by the executing agencies by the following due procedures like enumeration of trees, submission of applications with the concern authorities, compliance with statutory requirements, and continuous coordination and follow-up for obtaining the required approvals prior to execution of the work.
9. Horticulture department of NALCO shall extend necessary assistance in tree enumeration and facilitate the process of obtaining required permissions for removal and/or relocation of trees. The Department shall also undertake compensatory plantation/afforestation as per the directions and guidelines of the concerned authorities of the State Government of Odisha and the Government of India.
10. Deposit of required statutory fees only with any state and central Govt. or autonomous bodies along with the application shall be done by NALCO. However, all other incidental expenses for obtaining such permissions shall be included in the scope of the respective Executing Agencies, executing the different packages.

CONSULTANT 'S OBLIGATIONS:

1. The Consultant shall provide end-to-end consultancy services including survey, master planning, Key plan, architectural and structural design, infrastructure design, tender documentation, bid process assistance, project management, supervision, quality assurance, safety monitoring, and certification of bills.
2. The scope includes construction of multistoried RCC framed structures (G+2 or above) and associated infrastructure such as water supply, sewerage,

drainage, internal roads, electrification, fire-fighting systems, landscaping, rainwater harvesting, boundary walls, substations, and utility integration with existing township networks and same shall be suitably included in the contracts floated for respective packages.

3. NALCO or any person authorized by them may inspect and check the "Construction Work" from time to time to see that the jobs are being executed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variations without the written request of the NALCO are found, then same shall be rectified by the consultant through the executing agency as per their own guidelines with no extra cost to NALCO.
4. RA Bills/Invoices of the executing agencies shall be examined by the consultant and after necessary scrutiny payment shall be released by consultant with an information to NALCO along with all supporting documents. These invoices shall contain all the required documents like labour payment clearance certificate, safety clearance certificate etc as outlined in the individual contract documents and as per standard procedure of CPSE active as PMC.
5. NALCO will release the funds/payments to the consultant for payment to executing agencies as per payment terms of different packages to ensure that the progress of work should not hamper due to non-availability of fund.
6. Payments of PMC i.e consultancy charges shall be released in phases in RA bills based on the cumulative amount of billing done over a particular billing cycle. Modality of release of payment to both consultant and executing agencies have been deliberated under Special Condition of Contract (SCC).
7. Before commencement of construction activities, the Consultant shall mobilize all necessary technical resources and equipment to carry out a comprehensive topographical and site survey using latest technologies such as Drone-based aerial survey (UAV), DGPS (Differential Global Positioning System), or other equivalent technically advanced surveying systems.
8. The survey shall include high-resolution aerial mapping, establishment of geo-referenced control points, contour mapping at suitable intervals, and identification of existing utilities, drainage patterns, road networks, vegetation, and other site features. These inputs shall form the basis for preparation of optimized layout plans for both the proposed Senior DPS

campus and CISF infrastructure area, ensuring proper grading, drainage planning, road alignment, utility integration and integration with the existing water supply and sewerage system. The key layout plan shall be prepared and shall be submitted to NALCO for approval.

9. Once, the key plan is approved by NALCO, the Consultant shall also prepare and submit all associated engineering drawings, including:

9.1 Architectural and structural drawings of all buildings (Plans, elevation and sections).

9.2 Detailed Estimate and BOQ for different packages.

9.3 Detailed drawings for water supply system (internal & external networks, storage, pumping, integration with existing systems)

9.4 Sewerage and sanitary system drawings (including storm water drainage and disposal arrangements)

9.5 Electrical layouts and utility integration drawings

9.6 Fire-fighting system layouts

9.7 Site development, road, landscaping and boundary wall drawings

All drawings shall be prepared as per the latest National Building Code (NBC), relevant BIS standards, CPWD guidelines, and applicable Central/State Government regulations.

10. The Consultant shall initiate the tendering process by dividing the entire scope of work into suitable major packages in consultation with NALCO. The consultant shall carry out the technical evaluation of the bidders participating in the tendering process of one or more packages and submit its assessment and recommendations to NALCO. Upon completion of the tendering process, the consultant shall award the contract for the respective packages to the L-1 bidders as per the bid processes, subject to the prior approval and intimation to NALCO.

11. The work shall be executed by the respective executing agencies, however, the consultant (PMC) shall be solely responsible for overall progress, supervision, coordination and control of the project.

12. The consultant shall ensure that the work is being executed based on the approved drawing, specifications, construction methodology and applicable codes and standards. The consultant shall also be fully responsible for

monitoring safety practices at site, ensuring implementation of statutory safety requirements, Quality assurance and quality procedures, and maintaining proper documentation and records.

13. Further, the consultant shall submit detailed Monthly Progress Report (MPR) to NALCO, highlighting physical and financial progress, key milestones achieved, critical issues, delay (if any), corrective measures, manpower and machinery deployment, and updated project schedule in every months.

14. Any other job/activity which is not specifically mentioned in the scope of work as described above or elsewhere in the tender documents, but are required for completion of the subject work, shall also be included in scope of the Consultant.

15. SPECIFIC SAFETY & ENVIRONMENTAL REQUIREMENT:

- i. The Consultant shall be fully responsible for implementation of a comprehensive Site Safety Management Plan (SSMP) in compliance with applicable laws, National Building Code (NBC), Factory/Industrial Safety Rules, and statutory regulations.
- ii. Deployment of qualified Safety Officer(s) and adequate safety supervisors at site shall be mandatory throughout the project duration.
- iii. The Consultant shall conduct safety induction training for all workmen of executing agencies and ensure use of appropriate Personal Protective Equipment (PPE) such as helmets, safety shoes, harnesses, reflective jackets, gloves, etc.
- iv. Preparation and implementation of Job Safety Analysis (JSA), Risk Assessment, Method Statements, and Permit-to-Work systems for high-risk activities (working at height, lifting operations, excavation, electrical works, confined spaces, etc.) shall be ensured by the consultant.
- v. The consultant shall ensure that proper barricading, signage, access control, fire prevention measures, emergency response plan, first-aid facilities, and accident reporting mechanisms shall be maintained by executing agencies at site.
- vi. The Consultant shall ensure compliance with all labour safety regulations and shall be solely responsible for any accident, injury, or statutory non-compliance at site.

vii. Besides above the consultant shall ensure that the executing agencies follow the standard safety and environment policy of NALCO.

viii. The Consultant shall ensure that all equipment deployed by the executing agencies complies with the prescribed statutory norms for permissible noise levels and emission standards. The equipment shall be properly maintained and operated so as to minimize noise, air pollution, and environmental impact.

ix. The Consultant shall also ensure that construction activities do not create unhealthy, unsafe, or nuisance conditions for the surrounding community and nearby areas, and shall take all necessary measures to safeguard public health and environmental quality in accordance with applicable laws, rules, and regulations.

x. The Consultant shall ensure that adequate awareness is created among its personnel and the workers of the executing agencies regarding maintenance of a clean and green environment, and adherence to safety, health, and environmental (SHE) practices at the project site by regular training, toolbox talks, and awareness programs on occupational health and safety requirements.

16. Quality Management

I. The Consultant shall implement a Quality Assurance & Quality Control (QA/QC) Plan covering all construction activities, materials, workmanship, and testing procedures, the same to be submitted for approval of NALCO authority.

II. Deployment of qualified Quality Control Engineers and necessary laboratory/testing facilities at site shall be ensured by the Consultant.

III. All materials shall conform to approved specifications, relevant BIS/IS codes, and contract requirements. Test certificates and inspection reports shall be submitted to NALCO for approval prior to dispatch of the same at site.

IV. The Consultant shall ensure that a fully equipped site laboratory for testing of concrete, cement, aggregates, steel, soil, and other construction materials as per relevant IS/BIS codes is established and maintained by the executing agencies. The laboratory shall be capable of conducting tests such as sieve analysis, aggregate impact/crushing value, slump test, cube compression test, compaction test, and other mandatory quality tests.

V. Stage-wise inspection, approval before covering works, and proper documentation including checklists, cube test results, and measurement records shall be maintained by the Consultant.

VI. Consultant shall ensure that any defective work or material shall be rectified/replaced by the executing agencies at no extra cost to NALCO.

VII. The work is subject to inspection at all times by NALCO. The Consultant shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this tender. The technical documents and the relevant codes of practice shall be furnished by the consultant.

VIII. The Consultant shall ensure that executing agencies provide all arrangement for purposes of inspection like access ladders, lighting and necessary instruments as required at his own cost for inspection of work.

IX. During the execution of the job the NALCO have the authority to draw sample for testing to check & ensure about the quality of work in progress for which the Consultant has to be agree with it. The Consultant has to abide by the decision of NALCO based on the test report of such sample taken during the execution of the work.

X. The charges (if any) of all the testing to be conducted for checking & ensuring the quality of material is to be borne by the consultant/ executing agencies & no extra payment will be made by NALCO for any type of testing related to the work.

ANNEXURE-II(A)

List of works/ facilities to be developed.

Part-I - Developmental of infrastructure for relocation of Delhi Public School Sr. Wing for accommodation of around 1200 students)

Sl No	Name of room/ Work	Quantity	Total floor area requirement
1	Class rooms	32 nos	2600 Sqm
2	Science laboratory	3 Nos	450 Sqm
3	Humanities laboratory	3 Nos	450 Sqm
4	Staff rooms	3 Nos	200 Sqm
5	Computer lab	2Nos	300 Sqm
6	Library cum Reading Room	1No	200 Sqm
7	Music, Art & craft room	4Nos	300Sqm
8	Adequate washrooms for boys, girls, and staff on each floor, including accessible toilets for differently-abled persons		
9	Lifts, Ramps		
10	Emergency exits with fire escape staircases as per safety norms		
11	Auditorium for minimum 500 students		
12	Vehicle Parking sheds		
13	Perimeter boundary wall (Brick/RCC)		1KM approx.
14	Outside Roads and parking area		
15	Administrative Block , entrance gates		
16	Multipurpose / Seminar Hall for meetings and academic activities		
17	Internal roads, pathways, and paved areas		
18	Land development, site grading, and landscaping with plantation		
19	Playground and sports facilities (football/cricket field, basketball/volleyball court, etc.)		
20	Complete water supply, sanitary sewer network and it's integration with the existing one		
21	Internal and external electrification along with augmentation of power sourcing arrangement and it's integration with NALCo's existing network		
22	Fire-fighting system with automatic alarms, hydrants, and extinguishers as per statutory norms fixed by NBC		
23	CCTV surveillance and public address system for safety and communication		
24	Rain water harvesting system		

Part-II- Development of infrastructure for relocation of CISF barracks, common facility buildings- Residential units etc.

SI No	Name of room/ Work	Total requirement
1	Bachelor barracks for CISF personnel to accommodate around 500 CISF personnel) in G+ 2 or any suitable configuration with minimum floor area requirement	5400Sqm.
2	Transport office, garages with floor area	840 Sqm
3	Officers' Hostel with floor area	1900 Sqm
4	Community kitchen along with dining halls	
5	Canteen	
6	Recreation halls	
7	Armoury with floor area	1800Sqm
8	Common facility building for Canteen, laundry, saloon etc	
9	Multi storey apartment blocks for 250 Nos. A type Qtr total floor area	12500 Sqm
10	Multi storied apartment blocks for 200Nos. B type with total floor area	16000 Sqm
11	Multi storied apartment blocks for 30Nos. C type with total floor area	2700 Sqm
12	Perimeter Boundary Wall of RCC/Brick construction with Watch Towers, wherever required	
13	Gate Complex with Access Control	
14	Internal Roads and Pathways suitable for heavy vehicle movement	
15	Land development, site grading, and landscaping with plantation	
16	Complete water supply system, Sanitary and drainage system, including storm-water drainage	
17	Internal and external electrification / illumination, including street lighting	
18	Fire-fighting system with automatic alarms, hydrants, and extinguishers as per statutory norms fixed by NBC	
19	Perimeter Boundary wall of RCC/Brick construction	
20	Rain water harvesting system	

Note: The Name of the work and its area requirements as shown in table are tentative. PMC agency has to finalise the detailed including the work for which area requirements are blank, based on the standard norms. These details may be discussed further during the pre-bid meeting.

ANNEXURE-III

SPECIAL CONDITIONS OF CONTRACT

1.0 Estimated cost of the Project:

- 1.1** The estimated cost of the project is Rs. 49 Cr excluding GST. 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. 49.00 Cr plus 5%. If there is an increase in L-1 tendered cost vis-a-vis estimated cost of the project i.e. Rs. 49.00 Cr plus 5% i.e. Rs. 51.45 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 etc. shall be reimbursed to successful bidder as per actual.

2.0 Payment Terms:

- 2.1** The SUCCESSFUL BIDDER shall execute the project on "Deposit Work on Turnkey Basis" on behalf of the Owner and shall be paid the actual cost of the project plus applicable agency charges towards planning, designing, project management, supervision and other consultancy services (excluding GST). GST 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;

- 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 any authority etc.
- 2.3.3** Cost of material not incorporated or handed over to the Owner
- 2.3.4** The SUCCESSFUL BIDDER's 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 shall be made by the Employer by transfer of funds in ESCROW account opened by the SUCCESSFUL BIDDER for this purpose. 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.
- 2.6** The SUCCESSFUL BIDDER shall open a separate ESCROW interest bearing account for receipt of deposits from the owner. The interest earned on the deposits 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 this account and shall also be treated as additional deposits for the project.
- 2.7** PMC initial Payment- On submission of architectural drawings and detailed estimate, NALCO shall accord administrative approval to proceed further activity. On granting of Administrative approval to proceed with further activity of project, owner shall pay an amount of 10% of PMC charges on the project estimated cost as 1st Milestone payment. However, this amount shall be adjusted (either recovered or additionally paid, as applicable) after award of the EPC contract, based on the finalized project cost.
- 2.8** On appointment of EPC contractor, the Employer shall give an initial deposit of 10% (Ten) percent only as advance of the awarded cost of EPC Contractor. This initial deposit would be deposited in Escrow Account and would be retained for adjustment against the last portion of the estimated expenditure.
- 2.9** Progressive payments upto 80% (on awarded value) of Physical progress of the work, will be made against each running account bill for construction work duly certified by SUCCESSFUL BIDDER and duly approved by owner EIC along with PMC charges, as applicable and GST there on, after statutory deductions.

- 2.10 The PMC shall raise on the Employer, their RA Bill showing description of work done, quantity & value of services rendered and Applicable Tax along with their expenditure claim (including agency charges) duly certified by a representative of PMC on the Project, , for adjustment against the payments and account the expenditure incurred.
- 2.11 Balance 10% payment (on awarded value) shall be made on successful completion of work and submission of all requisite documents after adjustment of all advance payment.
- 2.12 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.
- 2.13 Consolidated fund utilization statement shall be furnished by successful bidder on monthly basis for the project.
- 2.14 All part payment shall be treated as adhoc payment.
- 2.15 In the event NALCO decides to foreclose the contract after receipt of detailed plans, estimates and related pre-project deliverables from the PMC agency, a lump-sum amount of Rs. 20.00 lakh excluding GST shall be paid towards pre-project consultancy services. In such case, the above payment terms shall not apply.

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:**
- 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. The damages for delay in completion shall also be applicable for the initial milestone payment against foreclosure as mentioned at SCC Clause 2.15 above.
- 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.

7.3 ARBITRATION

7.3.1 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 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;
- Chronology of the dispute
 - Brief of the contract
 - Brief history of the dispute
 - Issues

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

- Details of Claim(s) / Counter Claim(s)
- 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 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 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.
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 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 (b) 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 (b) 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 (b) 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:
 - 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:**
The contract shall be governed by and constructed according to the laws in force in INDIA.

ANNEXURE-IV

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 90 days 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-XIV duly filled up for further necessary action at your end.
7. Should this Tender be accepted, we hereby agree to abide by and fulfill all Terms and Conditions of Tender Document as accepted by us and in default thereof, to forfeit and pay to NALCO such sums of money as stipulated in conditions contained in Tender Documents. We understand that NALCO is not bound to accept the lowest or any Tenders received and NALCO reserves the right to reject any or all tender without any liability.
8. This Tender together with written "Acceptance" thereof, shall constitute a binding CONTRACT between NALCO and us, till a formal contract is executed.

Date _____ day of _____ Signature _____

(NAME IN BLOCK LETTERS)
(To be signed by authorized person.)
Fax:, Mob:
Email:
(Seal of the Company)

ANNEXURE-V

EXCEPTION / DEVIATION STATEMENT TO THE TENDER TERMS & CONDITIONS

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

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

Signature & Seal of bidder.

Annexure – VI

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.

I. SCHEDULED PUBLIC SECTOR BANKS (INDIAN)		III. SCHEDULED FOREIGN BANKS	
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
II. SCHEDULED PRIVATE SECTOR BANKS (INDIAN)		20	Krung Thai Bank Public Company Ltd.
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
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

Annexure -VII

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

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.

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

Annexure -VIII

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	tapan.mohapatra@nalcoindia.co.in
(v)	Contact Number	9437081130
(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	10657908114
(xii)	IFSC Code	SBIN0008279
(xiii)	Business Unit Code- For EMD BG	1000 Corporate Office
	For Other BG (SDBG/PBG)	1400 Smelter Plant, Angul
(xiv)	Tender doc ref No./Contract Ref No.	< Tender No / LOA / Order No >
(xv)	Vendor Code	< if available >

ANNEXURE – IX

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.

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.

Annexure-X

(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.

ANNEXURE-XI

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

--	--	--	--	--	--

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**

ANNEXURE- XII

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)

Annexure-XIII

**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.

- 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)

ANNEXURE-XV

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.	Pre-Contract Integrity Pact (ANNEXURE-XIV)	Yes/No	Pg.____to Pg.____
2.	Forwarding Letter and Undertaking as Per ANNEXURE-IV	Yes/No	Pg.____to Pg.____
3.	Exception / Deviation Statement to the Tender Terms & Conditions as per ANNEXURE-V	Yes/No	Pg.____to Pg.____
4.	Anti-Profiteering Declaration as per ANNEXURE-X	Yes/No	Pg.____to Pg.____
5.	Bank Mandate Form for E-Payment as per ANNEXURE-XI	Yes/No	Pg.____to Pg.____
6.	Local Content Declaration as per Annexure-XIII	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