

**NATIONAL ALUMINIUM COMPANY LIMITED**



**REQUEST FOR PROPOSAL**

**TO IDENTIFY A CONSULTANT TO PREPARE DETAILED PROJECT REPORT  
FOR PROPOSED ALUMINIUM SMELTER AND COAL BASED POWER PLANT  
IN JHARSUGUDA, ORISSA**

**August' 05, 2008**

## **DISCLAIMER**

This Request for Proposal (RFP) is issued by National Aluminium Company Limited (NALCO), a public sector enterprise of the Government of India.

This RFP is meant only for those consultants who intend to submit their proposal in line with the terms and conditions set forth in the RFP. In considering an investment, if any, in the proposed Aluminium Smelter and Coal based Power Plant Project in Jharsuguda, Orissa, each proposed bidder should make its own independent assessment and seek its own professional, technical, financial and legal advice.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NALCO, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Aluminium Smelter and Coal based Power Plant Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective. It does not, and does not purport to, contain all the information that a proposed bidder may require. Neither NALCO nor any of its officers, employees nor any of its advisors nor consultants undertake to provide any proposed bidder with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each proposed bidder must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein and is advised to carryout its own investigation into the proposed Aluminium Smelter and Coal based Power Plant Project.

NOTE: According to prevailing guidelines, a bidder successful in getting order for preparation of the DPR, shall not be eligible to participate in the subsequent project related activities like EPC for the same project.

## **1.0 Definitions**

- 1.1 Applicant or Bidder** means a legal entity duly authorized to make feasibility study and submit report for setting up Aluminium Smelter and Coal based Power Plant Project in Jharsuguda, Orissa proposed by NALCO that intends to submit its written proposal in line with the terms and conditions set forth in the Request for Proposal (RFP) document.
- 1.2 Application** means the written submission made by the Applicant or Bidder,
- 1.3 Bid or Proposal** means technical and financial proposal submitted by the Applicant or Bidder in response to this RFP.
- 1.4 Bid Validity Period** has the meaning referred to in clause 15.0

In this document, unless the context otherwise requires:

1. The word in singular shall mean in the plural, and vice-versa
2. 'Clause' and 'Annexure' shall refer, respectively to any clauses of, any Annexure to this document
3. The references to the word 'include' or 'including' shall be construed without limitation
4. The table of contents and any headings in this document are for ease of reference only and shall not effect the interpretation of the document
5. Any word or expression used in this document, unless defined or construed in this document, bears its ordinary English meaning
6. Any reference to any period of time shall mean a reference to that according to Indian Standard Time
7. Any reference to day shall mean a reference to a calendar day

## **2.0 NATIONAL ALUMINIUM COMPANY LIMITED – AN INTRODUCTION:**

- 2.1 National Aluminium Company (NALCO) was incorporated in 1981 as a Public Sector Company under Ministry of Mines, Govt. of India. NALCO is Asia's largest integrated Aluminium complex having Bauxite Mines, Alumina Refinery, Aluminium Smelter and Captive Power Plant situated in the state of Orissa along with Port Facilities at Vishkhapatnam, all in India.
- 2.2 The initial capacity of Bauxite Mines was 2.4 million ton/year, Alumina Refinery of 0.8 million ton/year, Aluminium Smelter of 0.23 million ton/year and Captive Power Plant of 720 MW. The commencement of aluminium sale took off in May, 1987 and Export of Alumina started in January, 1988.
- 2.3 NALCO took up 1<sup>st</sup> Phase of Expansion Project of US \$ 1 billion in 1996 funded mainly through internal resources. In the 1<sup>st</sup> Phase of Expansion, Bauxite Mines capacity was enhanced to 4.8 million ton, Alumina Refinery to 1.575 million ton, Aluminium Smelter to 0.345 million ton and Captive Power Plant to 960 MW.
- 2.4 Further, NALCO has taken up 2nd Phase of Expansion in year 2004 at estimated cost of US \$ 1.2 billion to be funded partly from internal resources and partly through market borrowing. The present on-going expansion will enhance the capacity of mining up to 6.3 million MT/year, Alumina Refinery to 2.1 million ton/year, Smelter to 0.46 million MT/year and Captive Power Plant to 1200 MW. Project is scheduled to be completed by Dec'08.
- 2.5 Alumina produced by NALCO is partly used for Aluminium production and partly exported to various countries because of its world class quality and competitive price. Similarly, Aluminium produced by NALCO has different end products like wire rod, ingots, sow ingots, Rolled products etc. which are sold both in domestic as well as international markets. Price and quality wise NALCO products are internationally acclaimed and competitive.

- 2.6 NALCO is engaged in its own R&D activities as well and has the pride to have few patents also. In recognition of the interest of the society, NALCO assigns high importance to protection, maintenance and promotion of environment. NALCO has the rare privilege of getting award from Govt of India for export for consecutive 19 years.
- 2.7 The physical performance of NALCO for previous five years is given below:

	UNIT	2007-08	2006-07	2005-06	2004-05	2003-04
<b>PRODUCTION</b>						
BAUXITE	MT	4,684,684	4,623,278	4,854,253	4,851,726	4,816,762
ALUMINA HYDRATE	MT	1,575,000	1,475,200	1,590,000	1,575,500	1,556,100
ALUMINIUM	MT	359,213	358,734	358,954	338,483	298,207
POWER(NET)	MU	5,609	5,968	5,679	5,613	5,122
<b>EXPORT SALES</b>						
ALUMINA	MT	859,983	773,573	862,616	909,081	934,874
ALUMINIUM	MT	101,723	92,678	95,747	132,730	129,718
<b>DOMESTIC SALES</b>						
ALUMINA/HYDRATE	MT	27,293	10,920	12,994	21,177	17,784
ALUMINIUM	MT	251,611	261,636	258,094	205,797	166,650
POWER	MU	76	421	322	406	498

- 2.8 More details on NALCO can be viewed on company's website [www.nalcoindia.com](http://www.nalcoindia.com)

### 3.0 Invitation of Proposal

- 3.1 This is an invitation of Proposal from Consultants for undertaking preparation of Detail Project Report (DPR) for setting up of an Aluminium Smelter and a coal based thermal Power Plant in district of Jharsuguda in Orissa, India. A pre-feasibility report has already been prepared for the project.

3.2 NALCO is in the process of setting up Aluminium Plant and a Captive Power Plant under Brajrajnagar P.S. of Jharsuguda district in Orissa where source of energy in form of thermal grade coal is available nearby from Mahanadi Coalfields Limited. NALCO intends to set up 0.25 million MT Aluminium Smelter in 1<sup>st</sup> phase and adding 0.25 million MT in 2<sup>nd</sup> phase of the project, leading to a total capacity of 0.5 million MT. Alumina will be sourced from NALCO's Alumina Refinery Plant in Damanjodi, Orissa at a distance of around 500km through railway. For the 1<sup>st</sup> phase, annual requirement of Alumina would be 0.5 million MT and for full capacity of Smelter, it would be one million MT per year. Part of the metal shall be exported through Vishakhapatnam Port in Andhra Pradesh province, where NALCO already has dedicated berth and Port facilities for its existing operations in Orissa or through any other Port, existing and planned. The Power Plant shall also be linked suitably to the Grid for supply of surplus power and drawl of emergency power.

3.3 Details on Plant capacities and logistics are as below:

	<b>Phase-I</b>	<b>Phase-II (Additional)</b>
Smelter	0.25 million MT	0.25 million MT
Captive Power Plant	210MWx4	210MWx2

3.3 NALCO hereby invites Bids in **two parts** from the Applicants or the Bidders in pursuance of this Request for Proposal (RFP), for undertaking preparation of Detail Project Report (DPR) to set up the Aluminium Smelter and coal based Power Plant in Brajrajnagar of Jharsuguda district in Orissa.

3.4 Further, both parts of the proposal (PART1: Technical Proposal, PART 2: Financial Proposal) must be submitted in two separate sealed envelopes with all pages signed, stamped and numbered serially, along with an index of submissions. In the event, any of the instructions mentioned herein have not been adhered to, NALCO reserves the right to reject the Proposal.

- 3.5 Proposal submissions must be received by NALCO not later than 1700 hrs on **September 16<sup>th</sup>, 2008** in the manner specified in the RFP document at the address given below. NALCO shall not be responsible for any delay in receiving the proposal. NALCO reserves the right to accept/ reject any or all Proposals without assigning any reason thereof.

**Mr. Robin Sinha**

**Senior Manager (Business Development)**

**National Aluminium Company Limited**

**Nalco Bhavan, P/1, Nayapalli**

**Bhubaneswar - 751013, Orissa, India.**

**Telephone: +91 0674 2300789**

**Fax: +91 0674 2300789**

**Cell: +919437006225**

**E-mail- [robinsinha@nalcoindia.co.in](mailto:robinsinha@nalcoindia.co.in), [robinsinha30@hotmail.com](mailto:robinsinha30@hotmail.com)**

#### **4.0 TECHNICAL OFFER – PART-1**

##### **4.1 THE WORK**

4.1.1 Preparation of Detailed Project Report (DPR) for setting up a Greenfield aluminium Smelter and coal based thermal power Project in Brajrajnagar of Jharsuguda district in Orissa province in India, based on the coal deposits of Ib Valley under Mahanadi Coalfields Limited.

4.1.2 The selected bidder shall prepare DPR as per the scope of work mentioned herein after.

##### **4.2 SCOPE OF WORK**

4.2.1 The Detail Project Report is to be prepared for the following propositions:

4.2.2 An Integrated Aluminium Smelter based on latest AP technology and a thermal coal based Power Plant Complex at Brajrajnagar of Jharsuguda district in Orissa province in India, based on the coal deposits of Ib Valley in Jharsuguda district in Orissa. Coal is planned to be sourced from linked mine of MCL initially and from a mine to be acquired by NALCO thereafter in the area.

4.2.6 The Detail Project Report will generally cover the following:

- Executive Summary
- Project at a glance

- Introduction
  - Conclusion & recommendation
  - Demand supply scenario of Aluminium metal in both domestic and international market
  - Broad description of prevailing power scenario in Orissa
  - Implementation schedule
- Aluminum Smelter- Covering latest viable AP technology, equipment list and basis of equipment selection.
  - Captive Power plant- Covering description of technology of all sub Units along with equipment list and basis of equipment selection.
  - Logistics and Infrastructure Facilities- Covering description of land, water for operation, transmission of power, start up Power etc.
  - Description of Plant facilities covering, broad technical specifications, evaluation of resources, volume of work, flow diagram etc.
  - Raw materials, Utilities, Services and Off-site facilities
  - Rail transport System and Township
  - Environmental Pollution Control as per statutory requirement
  - Cost Estimate and Financial Analysis- This should include Capital cost estimates, operating cost estimates and financial analysis.
  - Organisation, Manpower and training for each facilities
  - Financing of project

4.2.7 The scope of work for DPR will be as follows:

- Land survey and soil investigation
- Physical survey and data collection work
- Preparation of equipment list and general layout plans
- Preliminary detailed engineering for estimation purpose
- Preparation of project implementation schedule in the form of Bar Chart
- Preparation of project estimates will be based on various alternative scenario
- Facility wise operating cost and sales revenue based on market pricing of raw materials, equipments and manpower cost.
- Integrated financial analysis

## **5. TIME SCHEDULE FOR THE STUDY**

5.1 The time period for the submission of DPR will be approximately 6 months from date of issue of work order /letter of award. The work is to be completed as per following schedule from the date of award of work.

- 5.2 **Submission of the Draft Detailed Project Report** to be completed in 5 months from the date of award of work by NALCO.
- 5.3 **Submission of the Final Detail Project Report** to be completed within one month from the date NALCO conveys its comments on of the Draft Detail Project Report.

## **6. DELIVERABLES**

- 6.1 The Draft DPR is to be submitted in 4 copies. The Final DPR is to be submitted in 10 copies including set of drawings along with a soft copy of the report
- 6.2 Backup papers in support of the report as may be necessary may be submitted with each copy along with the final report.

## **7. BID EVALUATION CRITERIA**

- 7.1 The following qualifying criterias will be considered for evaluating the bids for further consideration.
  - 7.1.1 The bidder should have successfully completed preparation of a Detail Project Report (DPR) for Aluminium Smelter and or Coal based Power Project in the last ten years. The Project cost of such a project should be about US \$ 1 billion (INR 4000crore).

OR

Alternatively the bidders should have successfully completed Detailed engineering activities for Implementation of a project for Aluminium and or Power Project in the last ten years. The Project cost of such a project should be about US \$ 1 billion (INR 4000 crore). The above integrated project should be in successful operation on the due date of submission of this bid.

- 7.1.2 The annual Consultancy Turnover should be more than US\$ 10 million (INR 40 crore) during any one of the preceding financial years i.e. 2007-08, 2006-2007, and 2005-2006 or calendar year 2005, 2006, & 2007.
- 7.1.3 The Net Worth of bidder shall be positive as per the last audited Balance Sheet.

## **8. INSTRUCTION TO BIDDERS**

- 8.1 The bidder shall bear all costs associated with the preparation or delivery of its Bid, participating in discussions etc. including costs and expenses related with visits to the site. NALCO will in no case be responsible or liable for those costs and expenses regardless of the outcome of the bidding process.

- 8.2 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 of translation shall lie with the bidder.
- 8.3 Bidder shall have to furnish secrecy agreement whenever desired by NALCO at the time of award of work for non-disclosure of information that may be made available to them for the WORK. Bidder shall not disclose confidential information to any third party without prior written approval of NALCO.
- 8.4 NALCO reserves its 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.
- 8.5 NALCO reserves the right to make use of available in-house data for evaluation of the bids that have submitted against this request.
- 8.6 NALCO will examine the Bids for its completeness, whether the documents have been signed, whether they are complete and whether the details furnished are generally in order.
- 8.7 Bidders may note that mere issuance of tender and/or submission of Bids shall not entitle them for automatic qualification for the bid.
- 8.8 Tele-fax/E-mail/CD shall not be accepted unless accompanied by formal signed documents. NALCO takes no responsibility for delay, loss or non-receipt of Bid Document sent by Post/Courier.
- 8.9 Canvassing in any form by the agency or by any other agency on their behalf, may lead to disqualification of their bids.
- 8.10 NALCO reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the NALCO's action.
- 8.11 No bidder shall contact the NALCO on any matter relating the Bid from the time of submission of Bid, unless requested so in writing. Any effort by a Bidder to influence the NALCO in the Owner's decisions in respect of Bid evaluation will result in the rejection of that Bidder's Bid.
- 8.12 This is a two-part bid. Accordingly, both Bids should be sent in separate envelops. The priced offer should be submitted in a separate sealed envelope marked as "**DO NOT OPEN – PRICED BID**". The Technical Bid should be submitted in a separate envelope marked as "**UNPRICED OFFER**". Any offer not submitted in two parts shall not be considered.
- 8.13 The Bidder should quote **consolidated lump sum fee** inclusive all costs,

remuneration payable for the manpower, cost of communication, printing, travel and fee, applicable taxes and duties etc.

- 8.14 Generally it is expected that the bidder shall not take any deviation to the Request For Proposal. However in case of any deviation, the same may be listed in a separate table titled "Deviations Taken". In this table all the clauses/conditions for which deviation is taken should be written vis-à-vis the suggested new clause/conditions.
- 8.15 For all rules/regulations including the issue of EMD/security deposit etc, NALCO's Contract Manual may be referred, available on our web site [www.nalcoindia.com](http://www.nalcoindia.com) under "NOTICES"

## **9. DOCUMENTS COMPRISING THE PART-I OF THE BID**

- 9.1 The Bid should be prepared by the Bidder and shall be submitted along with the following documents:
- 9.2 Forwarding letter as per annexure-A
- 9.2 Documents along with Details in support of knowledge and or experience as mentioned in clause-7 above as per annexure-B.
- 9.3 Annual Report Statement for the last 3 (Three) Accounting years. This shall be a verifiable statement of annual accounts certified by a Chartered Accountant, Public Accountant or Stock Exchanges, in the form of Printed Annual Reports or similar document in support of criteria mentioned in Para 5.1 (b) & (d) above as per annexure-B.
- 9.4 Details of computer software and communication system proposed to be used for this WORK as per annexure-B.
- 9.6 Authorization letter for the signatory of the Bid as per annexure-C.
- 9.7 Execution methodology proposed to be used for the study/work along with the proposed organization to be used as per annexure-B.
- 9.8 Responsive offer criteria (ROC) form, as enclosed as Annexure – D, duly signed.
- 9.9 EMD for INR 1,75,000/- (Rupees One lakh Seventy five Thousand only) or USD 4500(Us Dollars Four thousand five hundred only) in form of Bank Draft in favour of National Aluminium Company Limited. The EMD will be returned to all unsuccessful bidders immediately after finalization of the order and its acceptance by the successful bidder. The EMD of the successful bidder will be returned after they accept the order and submit the Initial Security Deposit or Bank guarantee (in the prescribed format given at annexure –E on any of the listed banks as attached in annexure-F) towards Security Deposit, as the case

may be. If the successful bidder accepts the order but fails to submit the Initial Security Deposit, the EMD or the Bank Guarantee will be forfeited.

## **10. PRICED OFFER- PART-2**

**10.1 FEES:** NALCO shall pay to the Consultant consolidated lump sum fee for preparation of the Feasibility Report. The consolidated fee shall be inclusive all expenditures, applicable taxes duties etc. No payment other than fee shall be made. The fees quoted above should be in **US dollar.** ( Payment to Indian firm shall be made in INR with conversion rate as applicable on the date of invoice.).

### **10.2 TERMS OF PAYMENT**

The above quoted fees will be paid as per the following terms of payment:

- |      |   |     |
|------|---|-----|
| i)   | On submission of approach paper for the preparation of report                             | 10% |
| ii)  | Submission of the Draft Report  | 30% |
| iii) | On presentation to NALCO management, incorporating comments, if any, on the draft report. | 30% |
| iv)  | On acceptance of draft report   | 20% |
| v)   | On submission of final report with requisite copies                                       | 10% |

**10.3 PENALTY:** LD(Late Delivery) of 1% of total fee for delay in submission of final report for every week delay beyond the schedule date limited to maximum 10% shall be levied on the consultant, if the delay is attributed solely to the consultant as decided by NALCO.

## **11. Bidders Responsibilities**

11.1 The Bidder's are expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP will be at the Bidder's own risk.

11.2 It would be deemed that prior to the submission of the Proposal, the Bidder has:

- I. Made a complete and careful examination of requirements and other information set forth in this RFP
- II. Received all such relevant information as it has requested from NALCO; and
- III. Made a complete and careful examination of the various aspects of the Project

11.3 NALCO shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

12. **Proposal Preparation Cost:** The Bidder shall be responsible for all costs associated with the preparation of its Proposal and its participation in the bidding process. NALCO will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

**13. Clarifications**

13.1 A Bidder requiring any clarification on the RFP may notify the NALCO in writing or facsimile or e-mail. Bidders must send their queries latest by the last date for receiving queries as given in the schedule of bidding process as set forth in clause 4.

13.2 NALCO at its discretion may also hold further discussions with the prospective bidders to finalise the technical/commercial parameters and other related issues for the Project, before submission of the Proposals, which would be common for all the Bidders.

13.3 Bidders may note that NALCO will not generally entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents.. Any conditional proposal shall be regarded as non-responsive and would be liable for rejection.

13.4 All correspondence/enquiry should be submitted to the following in writing by fax/post/courier/e-mail:

**Senior Manager (Business Development)**  
**National Aluminium Company Limited**  
**Nalco Bhavan, P/1, Nayapalli**

**Bhubaneswar - 751013, Orissa, India.**

**(Attn: Mr. Robin Sinha)**

**Telephone: +91 0674 2300789**

**Fax: +91 0674 2300789**

**Cell: +919437006225**

**E-Mail ID: [robinsinha@nalcoindia.co.in](mailto:robinsinha@nalcoindia.co.in), [robinsinha30@hotmail.com](mailto:robinsinha30@hotmail.com)**

**Copy to: [bijoydash@nalcoindia.co.in](mailto:bijoydash@nalcoindia.co.in)**

13.5 No interpretation, revision, or other communication from NALCO regarding this solicitation is valid unless in writing and signed by Mr. Robin Sinha, Senior Manager (Business Development), or sent by Mr. Robin Sinha from his e-mail id or Mr Bijoy Dash, GM(BD) from his e-mail id.

13.6 Bidders can also visit the proposed site prior to the submission of the proposals. However, the costs for the site visits including boarding, lodging, transportation etc. would have to be borne by the bidder.

#### **14. Amendment of RFP**

14.1 Any time prior to the last date for submission of the tender documents, NALCO for any reason, whether on its own initiative or in response to a clarification requested by an applicant/bidder, may modify the RFP document by amendment.

14.2 All prospective bidders that have participated in bidding shall be notified of the amendment in writing or by an e-mail at the address provided by them and the same shall be binding on him/them. To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, NALCO may, at its sole discretion, extend the proposal due date.

15. **Bid or Proposal Validity period:** Bid or Proposal shall remain valid for a period not less than 180 (One hundred and eighty) days from the proposal due

date. NALCO reserves the right to reject any Proposal, which does not meet the requirement.

16. **Extension of Proposal Validity period:** In exceptional circumstances, prior to expiry of the original proposal validity period, NALCO may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. NALCO reserves the right to reject the proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this Clause. The proposal validity period of the successful bidder shall be automatically extended till the date on which award is communicated.

17. **Right to Reject Bids**

17.1 NALCO reserves the right to accept or reject any or all of the proposals without assigning any reason and to take any measure as it may deem fit, including annulment of the bidding process, at any time prior to placement of Order, without liability or any obligation for such acceptance, rejection or annulment. The right of negotiate with the highest bidder is also reserved.

17.2 NALCO reserves the right to invite fresh proposals with or without amendment of the RFP at any stage without liability or any obligation for such invitation and without assigning any reason.

17.3 NALCO reserves the right to reject any Proposal if:

17.3.1 At any time, a material misrepresentation is made or uncovered for a bidder

17.3.2 The bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal

18. **Acceptance of Letter of Award:** On the basis of evaluation of proposals, NALCO will issue a Letter of Award (LoA) to the successful bidder.
19. **Confidentiality:** Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. NALCO will treat all information submitted in Bid in confidence and would require all those who have access to such material to treat the same in confidence. NALCO will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.
20. **Clarifications on Proposal:** To facilitate evaluation of proposals, NALCO may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal, at any point of time during the Bidding Process, if required by NALCO. It is the Bidder's responsibility to provide required evidence of its eligibility as per the terms of the RFP, to the satisfaction of NALCO. Notwithstanding anything contained in the RFP, NALCO reserves the right not to take into consideration any such clarifications sought by it for evaluation of the Proposal.
21. **Test of responsiveness**
  - 21.1 In the proposal evaluation process, the main proposal submitted by the Bidders shall be evaluated by NALCO to determine whether each proposal is substantially responsive to the requirements of the RFP. A proposal shall be considered responsive if the proposal satisfies the criteria stated below:
    - a) The Proposal should be submitted with Other Submissions as stipulated in Clause 7.1
    - b) Is received by the proposal due date including any extension thereof pursuant to Clause 4
    - c) Is signed, sealed and marked as stipulated in Clauses 3.4
    - d) Contains all the information in formats as specified in clause 9.2
    - e) Mentions the validity period of the Proposal as set out in Clause 15

- f) Provides the information in Reasonable Detail (“Reasonable Detail” means the details which but for minor deviations, contains the information, which can be reviewed and evaluated by NALCO without communication with the Bidder). NALCO reserves the right to determine whether the information has been provided in Reasonable Detail. NALCO reserves the right to reject any proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by NALCO in respect of such proposals.

**ANNEXURE-A**  
**FORMAT FOR COVERING LETTER FOR PROPOSAL SUBMISSION**  
**(On the Letter head of the Bidder)**

Date:

To,

**Mr. Robin Sinha**  
**Senior Manager (Business Development)**  
**National Aluminium Company Limited, Bhubaneswar, India.**

Dear Sir,

**Sub.: Consultancy for preparation of Techno-economic feasibility report to set up Aluminium Smelter and coal based Power Plant in Jharsuguda, Orissa, India for National Aluminium Company Ltd.**

Being duly authorized to represent and act on behalf of the \_\_\_\_\_ [insert name of the Firm]. I, the undersigned, having reviewed and fully understood all of the Bid or Proposal requirements and information provided hereby submit our Bid or Proposal for the Project referred above.

I am enclosing our Bid or Proposal, with the details as per the requirements of this RFP, for your consideration and evaluation. Our said Bid or Proposal shall be valid for a period of one

hundred and eighty (180) days from the Proposal Due Date and the Bid Security shall be valid upto 45 days beyond the Proposal Validity Period.

Dated this .....Day of .....200\_

Name of the Company

Signature of the Authorised Person

.....

Name of the Authorised Person

.....

Designation of the Authorised Person

**ANNEXURE-B**

**DETAILS OF THE FIRM/BIDDER & PROJECT RELATED DOCUMENTS**

**(Please use additional sheets / attachments / documents as appropriate)**

<b>Company/Firm</b>	
Name	
Country of incorporation	
Address of the registered & corporate headquarters	
Date of incorporation and commencement of business	
<b>Brief description of the Company including details of its main lines of business.</b>	
<b>Details of individual(s) authorized to serve as the point of contact/communication for the Bidder</b>	
Name	
Designation	
Company	
Address	
Telephone Numbers: Landline & Mobile	
Fax Number	
<b>Particulars of the Authorised Signatory of the</b>	

<b>Applicant</b>	
Name	
Designation	
Address	
Telephone Numbers: Landline & Mobile	
Fax Number	
<b>Certified true Copy of Audited Annual Reports of the Company for past three years</b>	
<b>Net worth of the company as at the end of last accounting year</b>	
<b>Detail description of the project undertaken as per clause -7</b>	
<b>Details of computer software and Communications system proposed to be used for this WORK</b>	
<b>Execution methodology proposed to be used for the study/work along with the proposed organization to be used</b>	
<b>Information regarding any current litigation in Which the Bidder is involved.</b>	

( Authorised signatory)

#### ANNEXURE-C

#### **AUTHORISATION LETTER (On the Letter head of the Firm)**

Mr -----, (Designation) has been authorized to sign on behalf of [Company] while dealing with any or all matters connected with the -----tender

This has the approval of competent authority.

For [Company]

(NAME)

Designation

**ANNEXURE-D**  
**RESPONSE OFFER CRITERIA**  
**(On the Letter head of the Firm)**

1. We confirm that all terms and conditions of Bid document are acceptable to us.
2. We confirm that all the pages of our offer are numbered and forms are duly filled-in, stamped and signed by the authorized Bid Signatory.
3. Our proposal is as per Bid outline requirements.

(Signature of the Bidder)

**Annexure-E**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**  
**(To be executed on non-judicial stamped paper of appropriate value)**

B.G.No. \_\_\_\_\_

Date \_\_\_\_\_

WHEREAS **National Aluminum Company Limited (NALCO)** (A Govt. of India Enterprise), having its office at **Nalco Bhavan, Nayapalli, Bhubneshwar –**

751013 (hereinafter referred to as "The Company / Owner" which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No. .... for ..... (hereinafter called the "said tender") to M/s ..... (hereinafter called the "said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) and as per the terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs.....(Rupees .....only) towards earnest money in lieu of cash.

2. We \_\_\_\_\_Bank, having its branch Office at \_\_\_\_\_, do 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 because of any withdrawal of the tender or any material alteration to the tender after opening the tender by way of any loss or damage caused or would be caused or suffered by the company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent / Agreement or that amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner 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 Rs.\_\_\_\_\_(Rupees \_\_\_\_\_only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(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 a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer(s).
4. The guarantee herein contained shall not be determined or affected or suspended by liquidation or winding up, dissolution or change of constitution

or insolvency of the said Contractor(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) are fulfilled.

5. We \_\_\_\_\_, having its branch Office at \_\_\_\_\_, 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 tender and that it shall continue to be enforceable till the said tender is finalised and order placed on the successful tenderer(s) and/or till all the dues of the company under / or by virtue of the said tender 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 tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
  
6. That the owner / company will have full liberty without reference to us and without affecting this guarantee to postpone from any time or from time to time, the exercise of any power of the owner under the tender.
  
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 the liabilities under this guarantee.
  
8. We \_\_\_\_\_, having its branch Office at \_\_\_\_\_, 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 the tenderer (s).

Date:

.....Bank

Corporate Seal of the Bank  
Attorney

its constitutional

Signature of duly  
Authorised person on  
Behalf of the Bank with  
Seal and signature code

## **ANNEXURE-F**

### **I. Scheduled Public Sector Banks**

1. State Bank of India
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore
5. State Bank of Mysore
6. State Bank of Patiala
7. State Bank of Saurashtra
8. State Bank of Travancore
9. Allahabad Bank
10. Andhra Bank
11. Bank of Baroda
12. Bank of India
13. Bank of Maharashtra
14. Canara Bank
15. Central Bank of India
16. Corporation Bank
17. Dena Bank
18. Indian Bank
19. Indian Overseas Bank
20. Oriental Bank of Commerce

21. Punjab National Bank
22. Punjab and Sind Bank
23. Syndicate Bank
24. Union Bank of India
25. United Bank of India
26. UCO Bank
27. Vijaya Bank

**II. Scheduled Private Sector Bank (Indian)**

1. Vysya Bank
2. UTI Bank
3. SBI Commercial and International Bank Ltd
4. ICICI Banking Corporation Bank Ltd.
5. HDFC Bank Ltd.
6. IDBI Bank Ltd.