

**REQUEST FOR PROPOSAL**

**Subject: Preparation of Pre-Feasibility Reports on setting up Greenfield Alumina Refinery project in Andhra Pradesh.**

Dear Sir,

National Aluminium Company Limited (NALCO) is operating a multi-locational Bauxite Mines-Alumina-Aluminium complex along with the Captive Power Plant, in the State of Orissa. The plant was commissioned in 1987. A major expansion programme (1<sup>st</sup> phase) was started in 1997/1998 and the same has already been completed.

The plant capacity and location of various units of the complex after Phase-1 expansion are as under:

<u>Unit</u>	<u>Capacity</u>	<u>Location</u>
Bauxite Mines	4.8 MTPY	Panchpatmali, Distt: Koraput, Orissa
Alumina Refinery	1.575 MTPY	Damanjodi, Distt: Koraput, Orissa
Aluminium Smelter	0.345 MTPY	Angul, Distt. Angul, Orissa
Captive Power Plant	960 MW	Angul, Distt,. Angul, Orissa
Port Facility	0.912 MTPY (Alumina export) 0.220 MTPY (Soda Import)	Vishakhapatnam Port, Andhra Pradesh

Under the 2nd Phase expansion of NALCO's Integrated Complex, It is proposed to increase the capacities of various units as follows:

- a. Bauxite Mine to 6.3 Million TPY
- b. Alumina Refinery to 21.00 lakh TPY
- c. Smelter Plant to 4,60,000 TPY
- d. Captive Power Plant to 1200 MW

The implementation of the above 2<sup>nd</sup> Phase expansion is under full swing and is expected to be completed in time, by end of 2008. However as a part of our future expansion programme, NALCO is now planning to set up Green Field Alumina project in Andhra Pradesh and request you to submit your bid in two parts as follows for the subject work mentioned above: -

- (1) Technical Offer – Part – I, along with un-priced copy of the priced part(i.e Part – II).
- (2) Sealed envelope containing the priced part of Part – II .

**Pre Feasibility on setting up a Greenfield alumina project in Andhra Pradesh**

The Part-I bids of all the bidder will be opened first. Part – II bids will be opened for those bidders who will be found techno-commercially suitable. NALCO will not intimate the bidders about the progress at any point of time.

The Bid document can be down loaded from NALCO's website – [www.nalcoindia.com](http://www.nalcoindia.com). Request for sending the document by post, Courier or any other mode shall not be entertained. In case of any discrepancy found between the bid document submitted and the bid document available with NALCO, the document with NALCO will prevail.

We would like to receive your offer for the specified scope of work. Your offer containing all information/ documents called for and complete in all respects should reach by the due date of receipt of offer.

- a) Due date of receipt of offer : 21<sup>st</sup> April,2008
- b) Offers should be addressed to :General Manager(BD)  
National Aluminium Co. Ltd.  
NALCO Bhawan, P/1, Nayapalli,  
Bhubaneswar – 751 013  
Orissa, India

EMD of requisite value should also be sent with the Part-I bid .Bid without the EMD will not be considered. Validity of your offer should be for a minimum of 120 days from the date of opening of the Part-I of the bid.

Bids sent through Telex, Telegram, Fax, Computer Floppy or E-Mail shall not be accepted. NALCO takes no responsibility for delay, loss or non-receipt of bids sent by post or courier. Please ensure submission of your offer within due date as per above stipulations. In case you have any difficulty in participating in the tender, please intimate accordingly.

Thanking you,

Yours faithfully

(Bijoy Dash)  
General Manager (BD)

Place:Bhubaneswar  
Date:10.03.08

The General Manager (BD),  
National Aluminium Company Ltd.,  
P/1, Nayapalli, Bhubaneswar.  
PIN-751013

Fax # : 0674-2300789

**Attn: Shri B.Dash**

**Subject: - Preparation of Pre-feasibility Reports on setting up a Greenfield Alumina Refinery project in Andhra Pradesh.**

Dear Sir,

With reference to your RFP dated .02.2008 requesting for our proposal for the above work in two parts. We undertake that the contents of the above document shall be kept confidential and shall not be transferred and that the said documents are to be used only for the purpose for which they are intended. We enclose herewith our proposal to carryout the above work for your consideration in two parts.

Thanking you,

Yours sincerely,

(Signature of the Bidder)

Name and Designation of the Bidder

Name of Company : \_\_\_\_\_

Postal Address : \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Telefax Number: \_\_\_\_\_

## Part – I – Technical Offer

### 1. THE WORK

- 1.1 “Preparation of pre-feasibility reports on setting up a Greenfield alumina refinery project in Andhra Pradesh based on the Gudem(Block-I,II,III,IV,V&VI) & Katamraju Konda(Block-I & II ) Bauxite Deposits in Visakhapatnam and East Godavari districts.”
- 1.2 The selected bidder shall prepare three separate Pre Feasibility Reports as per the scope of work mentioned herein after.

### 2. SCOPE OF WORK

- 2.1 The Pre Feasibility Report is to be prepared for the following Project: -
- 2.1.1 An Integrated Mines & Refinery Complex based on Gudem(Block- I,II,III,IV,V,VI ) & Katamraju Konda(Block-I,II ) Bauxite Deposits in Visakhapatnam and East Godavari districts.”

The proposed capacities could be as follows: -

- Bauxite Mines – 4.2 Million TPY
- Alumina Refinery – 1.4 Million TPY
- Port facilities at Visakhapatnam to handle above Alumina & Caustic Soda Import for proposed refinery.

- 2.1.2 NALCO is awaiting allotment of the Gudem(Block- I,II,III,IV,V,VI ) & Katamraju Konda(Block-I,II ) Deposit by Govt. of Andhra Pradesh. A Pre Feasibility Report considering the following is to be prepared: -

- (i) Setting up of an Alumina Refinery based on Gudem(Block-I,II,III,IV,V,VI ) , Katamraju Konda(Block- I,II) Bauxite Deposit & 24 Million Ton supply by APMDC from other sources in Andhra Pradesh totaling to 105 Million Tons.
- (ii) Selection of the best mode for Transportation of Bauxite from Gudem(Block- I,II,III,IV,V,VI ) & Katamraju Konda(Block-I,II ) to proposed site for Alumina Refinery.The reserves in Million Tons as per available GSI reports are approximately as under:

GUDEM BLOCK- I :	12.21	K R KONDA BLOCK-I :	29.38
II,III,VI :	5.00	II :	12.80
IV :	22.53		
V :	4.00		

The quantity of reserves would be firmed up through further drilling, action for which is in hand.

- 2.2 The capacities mentioned above are indicative only. The Consultant shall finally recommend the capacities based on the out come of their studies.
- 2.3 The Broad scope of work for the pre-feasibility study is proposed to be as follows:-
- Executive Summary
  - Site Selection for refinery
  - Description of Plant facilities
  - Raw Materials, Utilities, Services & Off-Site Facilities
  - Logistics and Infrastructure Facilities
  - Environmental considerations

- Project implementation and schedule
- Manpower requirements
- Capital to be employed and Operating Cost Estimates
- Financial Analysis

### 3. TIME SCHEDULE FOR THE STUDY

The time period for the study will be about 8 months. The work is to be completed as per following schedule from the effective date: -

- (i) **Submission of the Draft Pre Feasibility Report and Presentation to NALCO Management** to be completed in **6 and half months** from the date of issue of Brief order by NALCO.
- (ii) **Submission of the Final Pre Feasibility Report** to be completed within one month from the date NALCO conveys its acceptance of the Draft Pre Feasibility Report.

### 4. DELIVERABLES

- 4.1 The Draft Pre Feasibility Report is to be submitted in 6 copies. The Final Pre Feasibility Report is to be submitted in 10 copies along with a soft copy of the total report.
- 4.2 Backup papers in support of the report as may be necessary may be submitted in two copies along with the final report.

### 5. BID EVALUATION CRITERIA

- 5.1 The following criterias will be considered for evaluating the bids for further consideration.
  - a) The bidder should have successfully completed preparation of a Pre Feasibility Report (PFR) or Detailed Feasibility Report (DFR) or Techno Economic Feasibility Report (TEFR) or a Detailed Project Report (DPR) for Alumina/Aluminium/Power Project in the last seven years. The Project cost of such a project should be about Rs.70 billion (US \$ 1556 million).

OR

  - b) Alternatively the bidders should have successfully completed Detailed-engineering activities for Implementation of a project for mining/ Alumina/Aluminium/Power Project in the last seven years. The Project cost of such a project should be about Rs.70 billion (US \$ 1556 million). The above-integrated Complex should be in successful operation on the due date of submission of this bid.
  - c) The annual Consultancy Turnover should be more than Rs. 50 Million (US \$ 1.3 million) during any one of the preceding financial years i.e. 2006-2007, 2005-2006 and 2004-2005 or year ended 2005, 2006 & 2007.
  - d) The Net Worth of bidder shall be positive as per the last audited Balance Sheet.

## 6. INSTRUCTION TO BIDDERS

- 6.1 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.
- 6.2 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 in translation shall lie with the agencies.
- 6.3 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.
- 6.4 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.
- 6.5 NALCO reserves the right to make use of available in-house data for evaluation of the bids that have submitted against this request.
- 6.6 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.
- 6.7 Bidders may note that mere issuance of tender and/or submission of Bids shall not entitle automatic qualification in the bid.
- 6.8 Telefax /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.
- 6.9 Canvassing in any form by the agency or by any other agency on their behalf may lead to disqualification of their bids.
- 6.10 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.
- 6.11 No bidder shall contact the OWNER 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 OWNER in the Owner's decisions in respect of Bid evaluation will result in the rejection of that Bidder's Bid.

- 6.12 This is a two-part bid. Accordingly the priced offer should be submitted in a separate sealed envelope marked as **“DO NOT OPEN – PRICED BID”**. A copy of this Part- II Bid without the price figures should be submitted along with the Part - I Bid. The Technical Bid (Part – I of the Bid and the unpriced copy of the Part – II of the Bid) should be submitted in a separate envelope marked as **“UNPRICED OFFER”**. Any offer not submitted in two parts shall not be considered.
- 6.13 The Bidder should also submit a summary sheet of estimated lump sum fee showing break up in terms of remuneration payable for the manpower, cost of communication, printing, travel and fee etc. along with the Part-II i.e. Priced offer. A copy of the same, without the price figures, may also be submitted with the Part-I of the offer.
- 6.14 Generally it is expected that the bidder shall not take any deviation to the RFP. However in case of any deviation, the same may be listed in a separate table titles “ 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.
- 6.15 Various Conditions of Contract are enclosed as Annexure – B.

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

The Bid should be prepared by the Bidder and shall be submitted along with the following documents:

- a) Documents along with Details in support of experience as mentioned in Para 5.1 (a) or (b) above.
- b) Annual Report Statement for the last 3 (Three) financial years i.e. 2004-05, 2005-06 & 2006-07 or the year ended 2005, 2006, & 2007. 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 (c) & (d) above.
- c) Details of computer software and communication system proposed to be used for this WORK.
- d) Information regarding any current litigation in which the Bidder is involved.
- e) Power of Attorney on behalf of signatory of the Bid.
- f) Execution methodology proposed to be used for the study/work along with the proposed organization to be used.
- g) Responsive offer criteria (ROC) form, as enclosed as Annexure – A, duly signed.
- h) EMD for Rs. 40,000/- (Rupees Forty Thousand only).

## RESPONSIVE OFFER CRITERIA

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)

## **CONDITION OF CONTRACT**

### **ARTICLE – 1 DEFINITION**

For the purpose of this CONTRACT, unless otherwise specified in the subject or context, the following terms shall be deemed to have the following meanings:

- 1.1 “ACCEPTANCE” shall mean the acceptance of the draft report, submitted by the Consultant, by NALCO Management.
- 1.2 “CONTRACT” shall mean the brief order including all Annexure hereto and all documents herein specified and any amendments, which the parties may hereafter agree to in writing to be made to this CONTRACT.
- 1.3 “EFFECTIVE DATE” shall mean the date on which the CONTRACT comes into force under the provisions of Article 2 hereof.
- 1.4 “WORK” shall mean the services to be performed and obligations to be discharged by Consultant under this CONTRACT.

### **ARTICLE – 2 EFFECTIVE DATE AND VALIDITY.**

- 2.1 The effective date for the WORK shall be date the brief order.
- 2.2 The responsibilities and obligations of CONSULTANT and NALCO under this CONTRACT shall terminate on the date six months from the ACCEPTANCE of the report by NALCO.

### **ARTICLE – 3 SCOPE OF WORK OF THE CONSULTANT**

- 3.1 Scope of work of CONSULTANT under the CONTRACT shall be as set forth in Para 2.0 of the Part-I of the proposal..

### **ARTICLE – 4 OBLIGATIONS OF NALCO**

- 4.1 NALCO will provide the required information in relation to the study, as may be available. NALCO will not provide any accommodation, transportation, local conveyance, communication, secretarial assistance and computer facilities to the personnel of the CONSULTANT/ or CONSULTANT for their visit to sites. However, for visit to Visakhapatnam port facilities by personnel of the CONSULTANT/ or CONSULTANT, NALCO will provide accommodation as may be available. The CONSULTANT has to undertake or cause to be undertaken by others, all work, actions and services described at its own cost for the above work

### **ARTICLE – 5 REMUNERATION FOR CONSULTANT’S SERVICE**

- 5.1 In consideration of the services performed and obligations discharged by CONSULTANT under this CONTRACT, NALCO shall pay CONSULTANT the fees as indicated in the Annexure – C, subject to any admissible deduction as per the CONTRACT.
- 5.2 Service Tax if applicable shall be paid extra in addition to 5.1 above.

### **ARTICLE – 6 TERMS OF PAYMENT**

- 6.1 The remuneration to CONSULTANT for the Scope of Work to be performed shall be payable by NALCO as per the terms specified in the Annexure – C.

## **ARTICLE – 7 COMPLETION**

- 7.1 On submission of the final report in required number of copies as specified elsewhere, after acceptance of the 2<sup>nd</sup> Draft Report the work shall be completed.

## **ARTICLE – 8 VARIATIONS IN CONSULTANT’S SCOPE OF WORK**

- 8.1 NALCO shall have the right to request CONSULTANT in writing any changes modifications; deletions and / or additions to CONSULTANT’s Scope of Work and CONSULTANT shall carry out such changes etc. If however, such changes and additions would jeopardize fulfillment of any of CONSULTANT’s obligations under this CONTRACT, CONSULTANT shall bring the same to the notice of NALCO and carry out such changes after mutual agreement.

## **ARTICLE – 9 GUARANTEES & LIABILITIES**

### **9.1 GENERAL**

CONSULTANT guarantees that the WORK and services as specified and described in this CONTRACT and Technical Documentation to be developed shall be in accordance with sound and established practices, using International Standards, Indian Codes, Analytical tools and Regulations, wherever applicable.

### **9.2 CONSEQUENTIAL LOSSES**

Neither party shall have liability for indirect damages or consequential loss including loss of profit and / or production or revenue sustained by the other.

### **9.3 COMPENSATION TO BE PAID TO NALCO FOR DELAY IN EXECUTION OF THE WORK.**

Subject to force majeure and the extensions as may be allowed due to changes in work, CONSULTANT guarantees to complete the WORK in agreed time schedule. In the event the CONSULTANT fails to complete the WORK within the agreed time schedule for reasons solely attributable to CONSULTANT, CONSULTANT agrees to pay to NALCO a compensation equal to ½% (half percent) of its fees for every completed week of delay exceeding 1 weeks of the stipulated period subject to a maximum of 10% (ten percent) of CONSULTANT’s fees, for all such delays.

## **ARTICLE – 10 SECRECY**

- 10.1 During the term and duration of this CONTRACT, and till ten years thereafter NALCO and CONSULTANT shall not disclose to any third party, any Technical Information, process data, designs, drawings, plans, specifications, etc. received from the other party at any time either in whole or in part shall make all reasonable efforts to preserve the secrecy of the Technical Information and shall not use the same for any purpose other than the construction, maintenance and operation of the WORK.
- 10.2 The above undertaking shall not, however, extend to any such Technical Information which:
- (a) Is in the possession of either party prior to its receipt of the same, directly or indirectly from the other party.
  - (b) Is received by either party without any obligation not to disclose the same.
  - (c) Is or has become part of the public knowledge or literature since receipt of the same, directly or indirectly.

## **ARTICLE – 11   SUSPENSION**

- 11.1 NALCO may at any time, should NALCO deem it necessary to do so for any valid reason, suspend all or part of the work giving not less than fourteen days written notice to CONSULTANT. Such notice of suspension shall specify the scope of the work to be suspended and the effective date of suspension. CONSULTANT shall suspend work on the date or dates specified by NALCO in any notice under this clause and shall use every reasonable effort to recommence work with the least possible delay upon receipt of NALCO's notice to resume.
- 11.2 CONSULTANT may, by giving not less than fourteen days written notice to NALCO, suspend the work, if NALCO fails to fulfill its obligations under this CONTRACT.

## **ARTICLE –12   TERMINATION**

### **12.1   TERMINATION BY CONSULTANT.**

CONSULTANT may terminate the Agreement forthwith by a written notice to NALCO.

- (i) If NALCO discontinues the subject business.
- (ii) If NALCO commits any gross negligence in carrying out its obligations and which is left un-remedied during a period of 60 days after written notice thereof given by CONSULTANT.

### **12.2   TERMINATION BY NALCO**

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 60 days after written notice thereof is given to CONSULTANT.

- 12.2.1 NALCO shall have right to terminate the contract by giving 60 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.
- 12.2.2 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.
- 12.2.3 In the absence of timely performance by CONSULTANT, NALCO reserves the right to utilize the services of any other consultant without notice. This will be without prejudice to the right of NALCO for any other action including termination.

### **12.3   EFFECT OF TERMINATION**

Termination of the Agreement shall not affect:

- (i) NALCO's obligation to make payments which have become legally due prior to the termination of the Agreement, after all due adjustments.
- (ii) Right to take any action by the two parties under the Agreement and law.
- (iii) 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.

## **ARTICLE – 13 FORCE MAJEURE**

Neither CONSULTANT nor NALCO shall be considered in default in performance of their obligations, if such performance is prevented or delayed because of war, hostilities, revolutions, civil commotion, strike/lockout (for period exceeding 15 days), epidemic, fire wind, flood, earthquake, because of any law and order proclamation, regulation or ordinance of any Government or of any sub-division thereof, or because of any Act of God, or for any other cause beyond the reasonable control of the party affected, provided notice of any such cause with necessary evidence that the obligation under the Agreement is thereby affected or prevented or delayed is given within 14 days from the happening of the event and in case it is not possible to serve notice within the said 14 days period then, within the shortest possible period without delay. As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and inform the other party in such notice of the actual delay incurred in such affected activity. An event, which is Force Majeure whosoever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligations, will justify the affected party's claim of Force Majeure. Should one or both parties be prevented from fulfilling contractual obligations by a state of Force Majeure lasting a continuous period of six months, either party has the right to terminate the Agreement. However, prior to deciding on termination, the parties shall consult each other and decide regarding the future performance of the Agreement.

## **ARTICLE – 14 SETTLEMENTS OF DISPUTES & ARBITRATION**

- 14.1 In the event of any question, dispute and/or difference whatsoever arising under this assignment in connection therewith including any question relating to existence, meaning and interpretation of this assignment or any alleged breach thereof, the same will be settled as far as possible by mutual discussions of the parties.
- 14.2 Notwithstanding any such claim under arbitration, the consultant shall continue to perform the services unless it is the subject matter of the dispute or referred to arbitration.
- 14.3 (Applicable for private Consultants) - In case of any dispute or difference arising out of the contract, which cannot be resolved mutually between client and consultant, it shall be referred to a Sole Arbitrator to be appointed by the CMD, NALCO. The CMD, NALCO shall communicate / cause to communicate, a panel of three names of persons to Consultant/ Client in this regard within 30 (thirty) days of notice of arbitration, for Consultant/ Client to select anyone of them to be appointed as the Arbitrator. In case consultant / Client has not communicated its selection as above within thirty days, CMD, NALCO will appoint any one of them as a Sole Arbitrator. During the Arbitral proceedings the fees and expenses fixed by the Arbitral tribunal shall be deposited in equal shares by both the parties which will be subject to the final award as to costs and as to the liabilities for costs in the award. However, in the arbitral proceedings if either party fails to deposit its share of the fees and expenses or deposit the said party will not be entitled to participate in the arbitration proceedings. The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Bhubaneswar. In case of any vacancy another Arbitrator will be appointed in the same manner as above. The Arbitration and conciliation Act. 1996 and rules made therein and Indian laws shall be applicable to this Agreement.

OR

(Applicable for PSU Consultants) - In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such disputes or differences shall be referred by either party to the Arbitration of one of the Arbitrations in the department of Public Enterprises to be nominated by the Secretary to the

Government of India in charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary when so authorized by the law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the disputes will share equally the cost of arbitrations intimated by the Arbitrator.

The Arbitrator shall give the reasoned award.

#### **ARTICLE – 15 ASSIGNMENT**

This CONTRACT shall not be assignable by either party without the prior written consent of the other party hereto except that this CONTRACT shall be automatically binding upon, and inure to the benefit of, any successor of either party or any person, firm or corporation acquiring fully or substantially all of the business and assets of such party.

#### **ARTICLE – 16 SUB-CONTRACT**

CONSULTANT shall not subcontract any part of this CONTRACT or appoint any consultant without approval of NALCO.

#### **ARTICLE – 17 NO WAIVER OF RIGHTS**

A waiver on the part of either party of any terms, provisions or conditions of this CONTRACT shall not constitute a precedent, nor bind either party hereto a waiver of any succeeding breach of the same, or any other terms, provisions or conditions of this CONTRACT.

#### **ARTICLE – 18 GOVERNING LAW**

The terms and provisions shall be governed and interpreted in accordance with the laws of India and subject to the exclusive jurisdiction of courts in Bhubaneswar only.

#### **ARTICLE – 19 LANGUAGE & SYSTEM OF WEIGHTS & MEASUREMENT**

All discussions, documentation, formats, reports and correspondence relating to or arising out of the CONTRACT shall be in English language and Metric Measurement System.

#### **ARTICLE – 20 CAPTIONS AND TITLES**

Captions and titles are used in the CONTRACT for the purpose of convenience only and shall in no way affect the interpretation of the CONTRACT.

#### **ARTICLE – 21 NOTICES AND ADDRESSES**

21.1 All notice and instructions given by either party to the other under this CONTRACT shall be in writing.

- (a) If to NALCO, any such notice or instruction shall be deemed to have been properly served, if delivered in person, or by cable or by mail, postage pre-paid to:

THE CHAIRMAN-CUM-MANAGING DIRECTOR,  
NATIONAL ALUMINIUM COMPANY LIMITED.,  
NALCO BHAWAN, P-1, NAYAPALLI,  
BHUBANESWAR – 751 013

- (b) If to CONSULTANT, any such notice or instruction shall be deemed to have been properly served, if delivered in person, or by cable or by mail, postage pre-paid to:

21.2 The date of serving of notice or instruction shall be that day on which the said notice or instruction is received. A party may change its notice address at any time by so advising the other thereof in writing.

#### **ARTICLE – 22 SOLE CONTRACT**

The parties intend this CONTRACT as a complete and exclusive embodiment of the terms of their agreement. It supercedes all prior agreements, submittal or exchange or terms and conditions, written or oral. No discussion or prior dealings between the parties shall be relevant to supplement, supply or explain any terms in the CONTRACT.

#### **ARTICLE – 23 COST OF BIDDING**

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.

#### **ARTICLE – 24 LANGUAGE OF BIDS**

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 bidder.

#### **ARTICLE - 25 EMD**

- 25.1 The CONSULTANT has to submit Earnest Money Deposit of Rs. 40,000/- (Rupees Forty Thousand only) in the form of either in the form of Demand draft or Pay Order favoring “National Aluminium Company Limited” or in the form of a Bank Guarantee in NALCO’s formats from any bank approved by NALCO.
- 25.2 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 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 will be forfeited.

#### **ARTICLE – 26 SECURITY DEPOSIT**

- 26.1 Interest free Initial Security Deposit at 5% of contract value is to be submitted by the successful bidder either in the form of Demand Draft/Pay Order or by way of Bank Guarantee in NALCO’s format from any Bank approved by NALCO, which shall be valid till contractual completion period of the work.

## Part – II - Priced Offer

### 1. FEES

NALCO shall pay to the Consultant the following lump sum fee for preparation of the Pre Feasibility Reports as follows: -

1.1 For Pre Feasibility Report Based on Gudem(Block-I,II,III,IV,V,VI ) & Katamraju Konda(Block- I,II) Deposit.

1.1.1 Rupees----- only

1.1.2 Taxes and duties: Rupees----- only

### 2. TERMS OF PAYMENT

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

- |      |   |     |
|------|---|-----|
| i)   | On approval of approach paper for the study   | 10% |
| ii)  | Submission of the Draft Study Report  | 40% |
| iii) | On presentation to NALCO Management<br>Incorporating NALCO's comments, if any, on the Draft Report)                 | 20% |
| iv)  | On acceptance of the Draft Study Report by NALCO  | 20% |
| v)   | On Submission of Final Report in requisite number of copies<br>(Incorporating NALCO's comments on the Draft Report) | 10% |

### NOTE

1. The fee quoted above shall be inclusive of all costs to be incurred by the bidder in connection with this WORK including the cost of all visits and related cost.
2. The taxes and duties considered at 1.1.2 above along with the rate considered are to be specifically mentioned.
3. All the fees quoted above should be in Indian Rupees only (INR).