



A Navratna CPSE | A Govt. of India Enterprise

NATIONAL ALUMINIUM COMPANY LIMITED

Request for Proposal (RFP)

for

Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities


Through

Domestic Competitive Bidding
(Reverse Auction bidding process in CPP Portal)


RFP No: NALCO/CORP/P&T/CONT/2025/041 dated 19/06/25

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Notice Inviting Tender

 A Navratna CPSE A Govt. of India Enterprise	National Aluminium Company Ltd. (NALCO) (A Government of India Enterprise) “NALCO BHAWAN”, P1, NAYAPALLI BHUBANESWAR-751013, ODISHA
NALCO has appointed KPMG as Transaction Advisor for Selection and engagement of MDO for Pottangi Bauxite Mines. KPMG on behalf of National Aluminium Company Ltd. (NALCO) invites bids from eligible bidders for Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities.	
1	RFP No NALCO/CORP/P&T/CONT/2025/041 dated 19/06/25
2	Availability of RFP on the CPP Portal and website of NALCO Date: 20.06.2025
3	Last date of online submission of Bid Date: 04.08.2025, Time 4:00 PM
4	Last date of physical submission of required original documents Date: 11.08.2025, Time 4:00 PM

All other details can be seen from the Tender Document available on the on the CPP Portal (<https://eprocure.gov.in/eprocure/app>) and on the website of NALCO (<https://nalcoindia.com>). Bid shall be submitted on the CPP Portal only. RFP published on the website of NALCO is for information only. NALCO reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-


Tender Inviting Authority on behalf of NALCO
KPMG Assurance and Consulting Services LLP

 RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25	Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities
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Schedule for the Bidding Process


Sl. No.	Event	Tentative Schedule
1	Availability of Bidding documents including RFP & Mining Agreement on the following websites: i) CPP Portal (https://eprocure.gov.in/eprocure/app) ii) NALCO (https://nalcoindia.com) (for information only)	20.06.2025
2	Site visit	23.06.2025 to 02.07.2025
3	Last date for receipt of Pre-Bid queries (Queries to be shared through email only and shall be sent to pranabkumar@kpmg.com and/or subhrantakundu@kpmg.com)	03.07.2025 No queries shall be entertained after this
4	Prebid Meeting	08.07.2025 Time: 11:30 AM Venue: Alumina Refinery of NALCO, Damanjodi, Koraput, Odisha-763008
5	Start date for submission of Bid on CPP Portal and physical submission of required original documents	15.07.2025 Time: 10:00 AM
6	Last date and time for online submission of Techno Commercial Bid and Financial Bid on CPP Portal	04.08.2025 Time: Up to 04:00 PM
7	Last date for physical submission of the required original documents	11.08.2025 Time: Up to 04:00 PM
8	Opening of Techno Commercial Bids on CPP Portal	05.08.2025 Time: 04:00 PM
9	Validity of Bid (From Bid opening date)	180 Days
10	Announcement of Technically Qualified Bidders in the CPP Portal	To be announced later
11	Opening of Financial Bids	To be announced later
12	Reverse Auction process	To be announced later
13	Display of comparative statement of the Financial Bids	To be announced later

Any change to the above schedule shall be notified on the CPP Portal. Interested parties are advised to regularly check the Portal.

<div style="text-align: center;">  </div> RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25	Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities
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Bid Data Sheet

Sl. No.	Parameter	Details
1	Name of tender	Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities
2	Peak rated capacity	3.5 Million Ton/Annum
3	Period of Contract	25 Years, further extendable by maximum 10 Years (maximum 5 years at a time) at the sole discretion of NALCO
4	Ceiling Price for Initial Price Offer	INR 955 /- Per MT (Rupees Nine Hundred Fifty-Five) only
5	Bid document cost	NIL
6	Amount of Bid Security	INR 6,70,00,000/- (Rupees Six Crore Seventy Lakh) only The amount shall be furnished by NEFT/DD/ Pay Order/ Bank Guarantee prior to bid submission. In case of Bank Guarantee, the same shall be as per format given at Annexure-7
7	Amount of Performance Security (Applicable to the selected bidder only)	INR 75,00,00,000/- (Rupees Seventy-Five Crore) only till completion of the Development of Mine, OLCC, WIF and Alternate Road. and 5% of the yearly contract value post completion of the Development of Mine, OLCC, WIF and Alternate Road. The amount shall be furnished through Bank Guarantee as per format given at Appendix-6 of the Agreement. Apart from the Performance Security, retention money shall be deducted @ 5% (five per cent) from each monthly and running account (RA) bill and shall be held as Security Deposit (SD). The SD held against each NALCO funded work shall be returned after defect liability period of that particular NALCO funded work. and The SD held against operation shall be returned at the end of each accounting year, after compliance of all statutory and contractual requirements by the MDO as per the Agreement.
8	Tender Inviting Authority on behalf of NALCO	Pranab Kumar Technical Director KPMG Assurance and Consulting Services LLP M- 9643200148 Email- pranabkumar@kpmg.com

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Sl. No.	Parameter	Details	
9	Contact Person for RFP and Bidding Process related queries	Pranab Kumar Technical Director, KPMG M- 9643200148 Email- pranabkumar@kpmg.com	Subhranta Kundu Senior Consultant, KPMG M- 7595877128 Email- subhrantakundu@kpmg.com
10	Site Contact person	Name: Shri V Vijay Vivekananda Designation: AGM (Mining), NALCO Contact No: 9701348906 Email: v.vivekananda@nalcoindia.in	
11	NALCO Corporate office contact person	1. Name: Shri Goutam Das Designation: DGM (Projects), Project-Mines Division Contact No: 9437023366 Email: goutam.das@nalcoindia.co.in 2. Name: Shri S.K.Mishra Designation: DGM (Civil), T&C Contact No: 9437495307 Email: sunil.mishra@nalcoindia.co.in	
12	Address of NALCO	Head Office: Nalco Bhawan, P1, Nayapalli, Bhubaneswar-751013, Odisha Site: Pottangi Village, Koraput, Odisha Refinery: Damanjodi, Koraput, Odisha-763008	
13	Address for physical Submission of required original documents	KPMG Assurance and Consulting Services LLP C/O- GGM (Projects), P&T Dept. National Aluminium Company Ltd. (NALCO) Nalco Bhawan, P1, Nayapalli, Bhubaneswar-751013, Odisha	

1. Disclaimer

- 1.1 This Request for Proposal (RFP) is neither an agreement nor an offer by NALCO/KPMG to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties/prospective Bidders with information to facilitate the formulation of their Bid.
- 1.2 This RFP includes statements, which reflect various assumptions and assessments arrived at by NALCO/KPMG in relation to Selection and engagement of Mine Developer cum Operator (“**MDO**”) for Pottangi Bauxite Mines. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. The information, details etc. contained in this RFP may not be appropriate or sufficient for all prospective Bidders, and it is not possible for NALCO/KPMG to consider the particular needs of each party who reads or uses this RFP. Whereas the assumptions, assessments, statements and information contained in the Bid document is believed to be fairly accurate, NALCO/KPMG makes no representation or warranties as to the completeness, accuracy, adequateness, reliability or correctness of the same. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- 1.3 Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NALCO/KPMG accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.4 NALCO/KPMG make no representation or warranty and shall have no liability whatsoever under any law, statute, rules or regulations, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense etc. which may arise from or be incurred or suffered in connection with this RFP, or any matter deemed to form part of this RFP, or arising in any way in relation to this Bidding Process.
- 1.5 Neither NALCO nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP. NALCO/KPMG shall have no liability of any nature towards any loss, damage, cost or expense etc. howsoever caused arising from reliance of any Bidder upon the statements, information etc. contained in this RFP.
- 1.6 It will be the sole responsibility of the Bidders to confirm that the RFP downloaded by them is complete in all respects including all annexures and attachments. In case of requirement of any clarification relating to completeness of the RFP, the Bidder shall inform the Contact Person of KPMG, as per the Data Sheet, immediately through email.

- 1.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be deemed that the Bidding Documents downloaded by the Bidder is complete in all respects and that the Bidder is fully satisfied about completeness of the Bidding Documents.
- 1.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder could not download the complete set of Bidding Documents.
- 1.9 This RFP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder/recipient who has downloaded the same. This RFP shall not be copied or distributed by the recipient to any third party (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the downloading of the RFP, the recipient does not continue to participate in the Bidding Process for any reason whatsoever, this RFP and the information contained herein shall be kept confidential by such recipient and its professional advisors at all times.
- 1.10 NALCO/KPMG reserves the right, in its absolute discretion, but without being under any obligation to do so, update, amend, modify, withdraw or supplement the statements, information, assessment or assumptions etc. contained in this RFP at any time during the Bidding Process. All such changes shall be uploaded on the CPP Portal. It shall be the duty of Bidders to visit the CPP Portal regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 1.11 NALCO/KPMG reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons. Further, NALCO/KPMG reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of the Agreement without incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for NALCO/KPMG's action. The decision of NALCO shall be final and binding in this regard.
- 1.12 The Bidders or any third party shall not object to such changes/modifications/additions/alterations, if made, as provided in Clause 1.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by NALCO/KPMG. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of NALCO/KPMG with respect to this RFP.
- 1.13 The Bidder shall not make any public announcements with respect to the Bidding Process, this RFP and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this RFP shall be made exclusively by NALCO. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and


conditions of this RFP and shall render the Bid liable for rejection. NALCO/KPMG's decision in this regard shall be final and binding on the Bidder.

- 1.14 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NALCO/KPMG, attending Pre-bid meeting and Site visit or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be to the account of the Bidder and NALCO/KPMG shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid or towards any related activity, regardless of the conduct or outcome of the Bidding Process.
- 1.15 By responding to the RFP, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the RFP. The Bidder hereby expressly waives any and all claims in respect thereof.
- 1.16 Notwithstanding anything contained elsewhere in this document, Techno-Commercial Offers shall be evaluated by NALCO/KPMG as per the prevalent policy of NALCO. for the purpose of detailed scrutiny, interpretation and evaluation of the submissions made by the Bidders read along with the Bid Document. NALCO/KPMG reserves the right to scrutinise, interpret and evaluate the submissions made by the Bidders. NALCO/KPMG may accept or reject the Bids at its sole discretion based on its interpretation of the terms and conditions of this document. The decision of NALCO in this regard shall be final and binding on the Bidders, consultant and other parties involved in the transaction.
- 1.17 The Bid is not transferable and the same will be evaluated on the basis of documents submitted by the bidder which is/are in its own name. Any document submitted in the name of any associate/partner/group company/holding company/subsidiary company/promoter/Director etc., as the case may be, will not be considered by NALCO/KPMG for the purpose of evaluation of the bid/offer against the qualification requirement according to this RFP. The successful bidder (whether as a single Bidding Entity or as a member of a Bidding Consortium) will be awarded the contract in its own name and any request for awarding the contract to any other entity or entering into contract with any other entity or issuing of LOA to any other entity, howsoever related to the bidder by virtue of any agreement or operation of law, will not be entertained by NALCO/KPMG. The decision of NALCO in this regard shall be final and binding on the Bidders, consultant and other parties involved in the transaction.
- 1.18 Non-compliance of any of the terms, conditions, requirements of the RFP or any other bid document shall make the Bidder's Bid liable for rejection by NALCO/KPMG.

2. Abbreviations

A.D.	Acknowledgement Due
BCM/ bcm	Bank Cubic Meters
BG	Bank Guarantee
BMA	Bauxite Mining Agreement
BoD	Board of Directors
CPI (IW)	Consumer Price Index (Industrial Workers)
CSR	Corporate Social Responsibility
COA	Consortium Operating Agreement
CPPP	Central Public Procurement Portal
Cum/ cum	Cubic Meters
DMF	District Mineral Foundation
DG	Diesel Generator
DFO	Divisional Forest Officer
DGMS	Directorate General of Mines Safety
DSC	Digital Signature Certificate
EC	Environment Clearance
ED	Excise Duty
EIA	Environment Impact Assessment
EMD	Earnest Money Deposit
EMP	Environment Management Plan
EPFO	Employees Provident Fund Organization
ESI	Employee's State Insurance
ETP	Effluent Treatment Plant
FC	Forest Clearance
FY	Financial Year
GoI	Government of India
GoO	Government of Odisha
GST/CGST/SCGT	Goods and Services Tax/Central GST/State GST
GSTIN	GST Identification Number
GSTR	GST Return
HEMM	Heavy Earth Moving Machinery
HSE	Health, Safety & Environment
I/C	In charge
IBM	Indian Bureau of Mines
IFSC	Indian Financial System Code
INR	Indian Rupee
IDCO	Odisha Industrial Infrastructure Development Corporation
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
IW	Intermediate Waste
JBA	Joint Bidding Agreement

JV	Joint Venture
LCV	Light Commercial Vehicle
LD	Liquidated Damage
LLP	Limited Liability Partnership
LOA	Letter of Award
LOI	Letter of Intent
MDO	Mine Developer cum Operator
MICR	Magnetic Ink Character Recognition
MIS	Management Information Systems
MO	Mine Operator
MoEF & CC	Ministry of Environment, Forest & Climate Change, GoI
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
MT or Ton or Tonne	Metric Ton
MTPA	Million Metric Ton Per Annum
NEFT	National Electronic Funds Transfer
NALCO	National Aluminium Company Ltd.
NIT	Notice Inviting Tender
OB	Over Burden
OEM	Original Equipment Manufacturer
OLC	Overland Conveyor
OLCC	Overland Conveyor Corridor
PAN	Permanent Account Number
PAP	Project Affected People
PAT	Profit After Tax
PCB	Pollution Control Board
PF	Provident Fund
PoA	Power of Attorney
PRC	Peak rated Capacity
PSU	Public Sector Undertaking
RBI	Reserve Bank of India
RFP	Request for Proposal
RPFC	Regional Provident Fund Commissioner
RTGS	Real Time Gross Settlement
R&R	Rehabilitation and Resettlement
SIA	Social Impact Assessment
SS	Substation
TIA	Tender Inviting Authority
TIN	Taxpayer Identification Number
TL	Total liability
WC	Working Capital
WIF	Water Intake Facility
WPI	Wholesale Price Index

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3. Definitions and Interpretations


The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein but defined in the Agreement as set forth in Annexure 11, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

- 3.1 **“Agreement”** means the BMA/agreement to be entered into between NALCO and the Selected Bidder, as selected through the Bidding Process; the draft Agreement is provided in Annexure 11 hereof;
- 3.2 **“Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies, government bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either NALCO or to the Bidders;
- 3.3 **“Authority”** shall mean and include NALCO, any Ministry, Department, division or sub-division of the Government of India or of any State and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat, under the control of the Government of India or of any State, as the case may be, quasi-judicial or judicial body, commission, board, bureau, court, tribunal, agency, instrumentality or entity, having jurisdiction over all or any part of the Mines or the performance of all or any of the services or obligations of the Mine Developer Cum Operator under or pursuant to this RFP and Bauxite Mining Agreement (BMA).
- 3.4 **“Authorized Signatory”** shall have the meaning as set forth in Clause 7.10.2;
- 3.5 **“Bid” or “Tender”** shall mean collectively the offer (Techno-Commercial Offer along with any additional information/clarification required/sought by NALCO/KPMG & Financial Offer) submitted by a Bidder in response to and in accordance with the RFP, subsequent discussion and negotiation, if any, held by NALCO/KPMG with the Bidder and all communications exchanged with the Bidder in confirmation thereto;
- 3.6 **“Bidder/Bidding Company”** refers to the legal entity which has made an offer or submitted a bid as per Clause 6.3.1 with the aim of concluding a Service Order / Agreement with NALCO;
- 3.7 **“Bid Document” or “Bidding Document” or “Document” or “RFP” or “Tender Document”** means the documents issued by KPMG on behalf of NALCO vide RFP No. NALCO/CORP/P&T/CONT/2025/041 dated 19/06/25 for Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi


Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities and shall include any modifications, amendments/corrigenda or alterations thereto. The documents are as follows:

- (i) This RFP
- (ii) Bauxite Mining Agreement (BMA)
- (iii) Any corrigendum/ addendum to the RFP issued by NALCO/KPMG subsequent to the issue of the RFP and till the bid due date will also be considered an integral part of the RFP. Any reference to the RFP in the Agreement shall include such corrigendum(s)/ addendum(s);


- 3.8 **“Bidding Process”** shall mean the process of submission and evaluation of the Bids as set out in Chapter 7 of the RFP;
- 3.9 **“Bid Due Date”** shall mean the last date for submission of bids, as given in the Schedule for the Bidding Process. No bids shall be accepted in the CPP portal after the Bid Due Date;
- 3.10 **“Bid Document Cost” or “Tender Paper Fee”** shall have the meaning as set forth in Clause 13.3;
- 3.11 **“Bid Evaluation Committee”** shall mean the committee of officers of NALCO and the advisors and consultants as may be nominated by NALCO.
- 3.12 **“Bid Validity Period”** shall mean a period of 180 (one hundred and eighty) days from the Bid Opening Date or such extended period as may be requested by NALCO to the Bidders as per Clause 7.14;
- 3.13 **“Bid Security” or “EMD”** means the amount submitted by a Bidder to NALCO for participating in the Bidding Process, in terms of Clause 12.3;
- 3.14 **“Bidding Consortium”** means if the Bid has been made by a bidder consisting of a group of Corporate Entities, then this group of Corporate Entities will be referred to as the Bidding Consortium. Bidding Consortium can be of maximum two Corporate Entities.
- 3.15 **“Ceiling Price”** shall be the price per Unit as specified in the Data Sheet which is the upper limit for initial price offer to be quoted by the bidder;
- 3.16 **“CPP Portal” or “CPPP”** means “Central Public Procurement Portal” which is an eProcurement System of Government of India;
- 3.17 **“Cash Accrual”** is equal to profit after tax plus depreciation plus non-cash expenses;
- 3.18 **“Contract Period”** shall have the meaning given to it in the draft Agreement;

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- 3.19 **“Control”** shall have the meaning ascribed to it in Section 2(27) of the Companies Act, 2013 and the word controlling shall be construed accordingly.
- 3.20 **“Financial Criteria”** shall have the meaning given to it in Clause 6.2;
- 3.21 **“Financial Offer”** means the Financial Offer submitted by the Bidder, in accordance with Chapter 10 of the RFP;
- 3.22 **“Financial Year”** means the 12 months period from 1st April of a calendar year to 31st March of the next calendar year, corresponding to the audited annual accounts. The start date and end date of a financial year shall be as per the definition of financial year given in Companies Act, 2013 and any amendment thereof;
- 3.23 **“Final Price Offer”** at any point of time shall mean the lowest price offer that has been submitted during the Reverse Auction by a Technically Qualified Bidder;
- 3.24 **“Initial Price Offer”** shall mean the price offer required to be submitted by a Bidder as part of the Financial Offer, in accordance with Clause 10.2 of the RFP;
- 3.25 **“Lead Member”** shall have the meaning given to in Clause 6.3.4 of the RFP;
- 3.26 **“Letter of Award (LOA)”** means the written official intimation by NALCO notifying the Selected Bidder that its Bid has been accepted as per the terms and conditions mentioned therein;
- 3.27 **“Mine”** shall mean Pottangi Bauxite Mines
- 3.28 **“Mine Developer cum Operator (MDO)”** shall mean the SPV which will develop the infrastructure of the Mine including but not limited to Crusher, Screen, Conveyor, OLCC, Mechanized loading arrangements, Alternate Road, Water intake facility, power supply system, etc. Further, the MDO shall operate and maintain the mine, OLCC and allied facilities, produce and deliver the specified quantity of Bauxite, remove overburden, waste and stack them separately. MDO shall include its successor, assignees and/or its representatives.
- 3.29 **“Mining Charge”** means the rate payable by NALCO for excavation, processing and delivery of Bauxite (including excavation of OB and waste and also including all other activities in the scope of work of the MDO, as given in Annexure 11 hereof);
- 3.30 **“Mining Plan”** shall mean the Mining Plan for the Pottangi Bauxite Mines approved by Indian Bureau of Mines (IBM), Bhubaneswar Region, Odisha, India;
- 3.31 **“Monthly Invoice”** shall have the meaning given to it the Agreement;
- 3.32 **“Net Worth”** shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;

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- 3.33 **“NALCO”** means National Aluminium Company Ltd. having its registered office at Nalco Bhawan, P1, Nayapalli, Bhubaneswar-751013, Odisha including its successor and assignees or its representatives;
- 3.34 **“Non Lead Member”** shall have the meaning given to in Clause 6.3.4 of the RFP;
- 3.35 **“OLCC”** shall mean **“Overland Conveyor Corridor (OLCC)”** including Overland Conveyor, 33Kv transmission line from Damanjodi refinery to mines lease area, approach road from refinery to mines along the OLC, green belt across the corridor on both side, drains, and Substations at Damanjodi refinery and Mines Area
- 3.36 **“Performance Security”** shall have the meaning given to in Clause 12.4 of the RfP;
- 3.37 **“Pre-bid Meeting”** means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Bidding Process/RFP hereof;
- 3.38 **“Project”** shall mean the development, construction, operation and maintenance of the Mine, OLCC, Alternate Road, WIF and allied facilities in accordance with the provisions of the Bauxite Mining Agreement (BMA), and includes all works, services and equipment relating to or in respect of the Scope of the Project as mentioned in Annexure 11 hereof.
- 3.39 **“Price Bid” or “Financial Bid”** means the Price Bid submitted by the Bidder, in accordance with Chapter 10;
- 3.40 **“Reverse Auction”** shall have the meaning given in Clause 13.10;
- 3.41 **“Selected Bidder”** shall have the meaning given to it in Clause 7.19; means the Bidder selected by NALCO through the Bidding Process and who is awarded the Letter of Award after due diligence.
- 3.42 **“Special Purpose Vehicle (SPV)”**: The SPV formed by the selected bidder (in case of bidding consortium Lead Member and Non-Lead Member shall form a joint venture company) shall be a company registered under Companies Act 2013 for the development and operation and maintenance of Pottangi Bauxite Mine, OLCC, Alternate Road, WIF and allied facilities of NALCO and is also designated as Mine Developer cum Operator (MDO). The proposed SPV shall not undertake any work/business other than as envisaged in the Bauxite Mining Agreement.
- 3.43 **“Technical Criteria” or “Experience Criteria”** shall have the meaning given to it in Clause 6.1;
- 3.44 **“Technically Qualified Bidder”** means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements as per chapter 6 qualification criteria and as per


<div style="text-align: center;">  </div> <p>RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25</p>	<p>Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities</p>
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the terms and condition of the RFP document and is qualified for opening of its Financial/Price Bid;

- 3.45 **“Techno-Commercial Bid”** means offer submitted by the Bidder in accordance with Chapter 8;
- 3.46 **“Turnover”** shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

Rules of Construction

- a) All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document;
- b) Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897;
- c) A reference to singular includes the plural and vice-versa where the context so requires;
- d) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinated legislation issued under, that legislation or legislative provision;
- e) The metric system of measure shall be used for the purpose of the Agreement;
- f) Headings do not affect the interpretation of this the Bidding Documents;
- g) A reference to any person includes that person’s executors, administrators, substitutes, successors and permitted assigns;
- h) A reference to Rs., INR or Rupee is to the lawful currency of the Republic of India unless specified otherwise;
- i) A reference to an agreement, deed, instrument or other document includes the same as amended, novated supplemented, varied or replaced from time to time;
- j) The expressions “including”, “includes”, and “include” have the meaning as if followed by “without limitation”;
- k) The expression “writing” or “written” shall include communications by telex, telegram, facsimile, electronic mail and letter;
- l) The various Acts and Regulations are normally available for sale from Deputy Controller, Publications Department, Government of India, Civil lines, Delhi-110054 or with leading authorised Government of India booksellers.

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4. Introduction & Background


4.1 About NALCO

National Aluminum Company Limited (NALCO), incorporated in 1981, is a 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 is one of the largest manufacturer and exporter of Alumina and Aluminium in the country.

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

4.2 Background


- 4.2.1 NALCO has a 2.275 MTPA Alumina Refinery at Damanjodi in Koraput district of Odisha. Now, it is increasing its Alumina Refinery capacity by installing 5th stream of the Alumina Refinery at Damanjodi for additional production of 1 (one) million ton per annum (MTPA) of Alumina. To cater the raw material requirement of this project, Govt. of Odisha has granted Mining Lease of Pottangi Bauxite Deposit, District Koraput, in favour of NALCO for a period of 50 years covering 697.979 Ha.
- 4.2.2 NALCO has decided to carry out a single stage, two-part domestic competitive bidding process (the "**Bidding Process**") for the selection and engagement of a Mine Developer cum Operator (the "**MDO**") for the development and operation & maintenance of the Pottangi Bauxite Mine with an annual capacity of 3.5 Million Tonne per annum. Bidders are required to submit their Bids in two parts, namely a Techno-Commercial Offer and a Financial Offer. The Techno-Commercial Offer submitted by the Bidders shall be evaluated by the Bid Evaluation Committee of NALCO in accordance with the Technical Criteria and the Financial Criteria and other terms & conditions set-out in this RFP.
- 4.2.3 The publication of this RFP, publication of any addendum/ corrigendum, as well as the submission of Techno-Commercial Offer and Financial Offer shall be conducted on the CPP Portal. The details of the Bidding Process are given in Chapter 7 hereof.
- 4.2.4 The MDO shall be responsible for planning, designing, engineering, procurement, construction, installation, operation and maintenance of the Pottangi Bauxite Mine including Overland Conveyor Corridor (OLCC), Water Intake Facility (WIF) and Alternate Road. The MDO shall develop the mine, OLCC, WIF and Alternate Road in accordance with the Agreement, and carry out operations and maintenance of the Pottangi Bauxite Mine as per the Operation and Maintenance requirements as provided in the Agreement and approved Mine Plan. The draft Agreement is provided by NALCO as part of the Bidding Documents in Annexure 11 hereof. The detailed Scope of the Project to be undertaken by the MDO is provided in the Agreement.

<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> नालको </div>  <div style="margin-left: 10px;"> NALCO </div> </div> <p>RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25</p>	<p>Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities</p>
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4.3 Information about Pottangi Mines

#.	Particulars	Brief Information
1	Location	<p>1) The geographical coordinates defining the Mining Lease range from Latitude 18°34'31.130"N to 18°37'06.481"N and Longitude 82°57'08.053"E to 82°59'49.967"E.</p> <p>2) The deposit occupies the flat top of the hill, named as 'Sirimanda Parbat'.</p> <p>3) The area around Pottangi forms a series of hills ranging in height from 1000m to 1400m above MSL</p>
2	Accessibility	<p>1) Pottangi mine is situated around 18.5 Km distance (along the proposed OLCC) from Damanjodi Refinery and 45 km from Koraput Town.</p> <p>2) Distance From NH-26 is around 10 km</p>
3	Climate	<p>The area enjoys a tropical climate, lying at an altitude of over 1000 m above MSL. Pottangi area has a pleasant climate during summer. The temperature in May rarely exceeds 40° C. The winter months are pretty cold and in December-January, the temperature often drops down to 5° C. Monsoon sets in early June and continues till the middle of October.</p>
4	Mining Lease (ML) area	<p>1) Total Lease area granted: 697.979 Ha.</p> <p>2) The mining lease area has been divided into five blocks for the convenience, namely:</p> <ul style="list-style-type: none"> • South block • Central block • North block • Extension East block • Extension West block <p>3) Initial mining is proposed in the South block</p>
5	Exploration Report	<p>1) Explored Area (145.37 Ha): Lease area explored by GSI & MECL under G1 & G2 category</p> <p>2) Unexplored Area (552.609 Ha);</p> <ul style="list-style-type: none"> • Mineralised Zone (209.40 Ha.) – To be explored at G1 & G2 level by NALCO • Non-mineralised zone (343.209 Ha.)- <p>3) A total of 264 nos. of exploratory boreholes with a total meterage of 7817.89 m has been drilled in the ML area</p>
6	Reserve & Resources	<p>Currently, all the blocks are not explored at G1/G2 category and proven Reserve & Resource quantity in 2(two) blocks is 40.935 million Tonnes.</p> <p>However, the initial overall deposit Resource estimated by GSI/MECL is in the tune of 111.794 million Tonnes.</p>
7	Bauxite Grade	<p>1) Grade for 38.580 million Tonnes- 45.59% Al₂O₃ & 1.99% SiO₂</p> <p>2) Grade for 2.0450 million Tonnes- 45.78% Al₂O₃ & 2.78% SiO₂</p>

#.	Particulars	Brief Information
8	Peak Rated Capacity of the Mine	3.5 MTPA
9	Waste and overburden	<ol style="list-style-type: none"> 1) The waste mainly consisting of Aluminous laterite at the top of the deposit and top soil with an average thickness of 0.5m along with occasional laterite patches over the deposit. 2) Pottangi bauxite deposit has only a thin cover of waste. The waste varies in thickness from nil at places to as high as 5.0 m in some pockets. 3) To produce 3.5 MTPA of bauxite, about 0.35 MTPA of waste has to be excavated.
10	Mining Method	<p>As per approved Mine Plan,</p> <ol style="list-style-type: none"> 1) Trench mining method is recommended. 2) Considering the social sensitivity of the area and existing practices in Panchpatmali mine, drilling & blasting has not been envisaged for the mine. 3) The bauxite & OB excavation has been envisaged with the use of Ripper Dozers, Back hoe excavators with the combination of Front-end loaders & Dumpers. 4) Rock breakers are envisaged to address the boulders encountered during excavation. <p>However, if drilling and blasting are required and necessitated during the operation of the mines, the MDO shall obtain the necessary permissions, clearances with prior approval from NALCO.</p>
11	Bauxite Crushing System	Crushing system of capacity 1000 TPH to produce crushed Bauxite Ore of (-)150 mm size
12	Overland Conveying System	<p>Bauxite Ore to be transported from Pottangi Mines to Damanjodi Refinery through Overland Conveying system.</p> <ul style="list-style-type: none"> — Length- 18.3 km (approx.) — Rated Capacity- 1000 TPH — Design Capacity- 1200 TPH
13	Road Transportation (During the initial operation years)	<p>Bauxite Ore to be transported from Pottangi Mines to Damanjodi Refinery through Road till commissioning of Overland Conveying system</p> <ul style="list-style-type: none"> • Total Distance for road transportation ~ 46km (approx.) • One alternate RCC Road to be developed from Mine Lease to NH-26 with length ~10km and Width~7.5m

<div data-bbox="282 78 660 152" data-label="Page-Header">  </div> <div data-bbox="177 185 762 219"> RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25 </div>	Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities
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4.4 Current Status of Pottangi Mines, OLCC, WIF, Alternate Road and allied facilities

Area	Status Description																													
Mining Lease	1) LOI for the grant of mining lease over 697.979 Ha issued on 14.05.2018. 2) Lease deed executed, dated: 13.06.2024																													
Environment clearance (EC)	1) Ministry of Environment, Forest & Climate Change (MoEF & CC) granted Environmental clearance for Pottangi mines (EC Identification no.: EC23A001OR198844) on 30.06.2023 for the retained area 697.979 ha. to produce 3.50 MTPA of bauxite per annum. 2) EC to be amended for road transportation of Bauxite during the initial period of 3 years, which is under progress.																													
Forest Clearance (FC)	<table><tr><th>Area</th><th>Stage -1</th><th>Stage-2</th><th colspan="2">Handing over of Forest Land</th></tr><tr><td>Mining Lease (Forest Land -697.979 Ha)</td><td>Obtained</td><td>Obtained</td><td colspan="2">Completed</td></tr><tr><td>OLCC (Forest Land – 102.045 acres)</td><td>Obtained</td><td>Obtained</td><td colspan="2">Completed</td></tr><tr><td>WIF (Forest Land – 2.11 acres)</td><td>Obtained</td><td>Obtained</td><td colspan="2">Completed</td></tr><tr><td>Alternate Road (Forest Land -22 Acres)</td><td>Under Progress (Proposal for FDP filling for Alternate Road completed on 25.11.2024)</td><td>To be done after Stage-1</td><td colspan="2">To be done after Stage-2</td></tr></table>					Area	Stage -1	Stage-2	Handing over of Forest Land		Mining Lease (Forest Land -697.979 Ha)	Obtained	Obtained	Completed		OLCC (Forest Land – 102.045 acres)	Obtained	Obtained	Completed		WIF (Forest Land – 2.11 acres)	Obtained	Obtained	Completed		Alternate Road (Forest Land -22 Acres)	Under Progress (Proposal for FDP filling for Alternate Road completed on 25.11.2024)	To be done after Stage-1	To be done after Stage-2	
Area	Stage -1	Stage-2	Handing over of Forest Land																											
Mining Lease (Forest Land -697.979 Ha)	Obtained	Obtained	Completed																											
OLCC (Forest Land – 102.045 acres)	Obtained	Obtained	Completed																											
WIF (Forest Land – 2.11 acres)	Obtained	Obtained	Completed																											
Alternate Road (Forest Land -22 Acres)	Under Progress (Proposal for FDP filling for Alternate Road completed on 25.11.2024)	To be done after Stage-1	To be done after Stage-2																											
Consent to Establish (CTE) & Consent to Operate (CTO)	1) CTE for Pottangi mines obtained from SPCB, Odisha, dated: 23.06.23. 2) CTO for the ML area (697.979 ha.) from State Pollution Control Board (OSPCB) to produce 3.50 MTPA of bauxite dated: 13.12.24 3) CTO/CTE to be amended for road transportation of Bauxite during the initial period of 3 years, which is under progress.																													
Land acquisition	<table><tr><th>Parameter</th><th>Mine</th><th>OLCC</th><th>WIF</th><th>Alternate Road</th></tr><tr><td>Forest Land</td><td>697.979 Ha</td><td>102.045 Acre</td><td>2.11 Acre</td><td>22 Acre</td></tr></table>					Parameter	Mine	OLCC	WIF	Alternate Road	Forest Land	697.979 Ha	102.045 Acre	2.11 Acre	22 Acre															
Parameter	Mine	OLCC	WIF	Alternate Road																										
Forest Land	697.979 Ha	102.045 Acre	2.11 Acre	22 Acre																										

		Govt. Land	Nil	79.925 Acre	0.465 Acre	Nil
		Private Land	Nil	113.015 Acre	2.657 Acre	Nil
		Acquired	697.979 Ha	102.045 Acre (F)	2.11 Acre (F)	Nil
		To be Acquired	Nil	79.925 Acre (G) 113.015 Acre (P)	0.465 Acre (G) 2.657 Acre (P)	22 Acre (F)
Mining Plan / Mine closure plan	<p>1) Mining Plan for Pottangi Bauxite mine has been prepared for 697.979 Ha. for a period of 05 years with a capacity to operate at 3.5 MTPA, and obtained approval obtained from IBM, dated: 27.07.2018.</p> <p>2) Mining Plan to be amended incorporating road transportation of Bauxite during the initial period of 3 years, which is under progress.</p>					
Infrastructure (utility, road, building etc.)	To be developed by MDO					
Site development	To be developed by MDO					
Future Exploration Program	<p>276 bore holes (Core) at 100m x 100m grid interval of each 50 m depth accounting to 13800m of total core drilling has been proposed for future exploration (G1 level), which shall be in the scope of NALCO.</p> <p>However, MDO shall assist the 3rd party agency, deployed by NALCO for carrying out G1/G2 exploration, for liaisoning with the forest and other government officials including handling of local problem if any for uninterrupted/ smooth execution of exploration work.</p>					
Survey	<p>The survey has been conducted as per IBM guidelines using the Aerial Photogrammetry method, referencing control points via DGPS and Drone. All existing features such as roads, temporary structures, and ground levels were surveyed to prepare a digital terrain model, report & drawings.</p>					

5. Scope of Services

Scope of the services shall be as per the provisions of Agreement. MDO to construct, install, develop, operate & maintain the total Mines project and allied facilities related to mines including Overland Conveyor Corridor (OLCC), Water Intake Facility (WIF), Alternate Road to NH-26 on behalf of NALCO. MDO to act/construct/operate/maintain the total system as per Bauxite Mining Agreement (BMA), in line with Engineering requirements and confirming to all statutory obligations indemnifying NALCO for any violations. MDO shall be bound to undertake the Scope of the Project under the overall control and supervision of NALCO / its authorized representative. NALCO shall have exclusive right, title and interest over all the products produced from the Pottangi Bauxite Mines. The detailed Scope of the Project is provided in the Agreement, whereas the Scope of the Project in brief is mentioned as below:

- (i) To obtain all required balance clearances/approvals from Government authorities including the Ministry of Mines, State Pollution Control Board, Ministry of Environment, Forest and Climate Change (MoEF & CC), Indian Bureau of Mines, DGMS etc. for OLCC, Mines, WIF and Alternate Road from Mine Lease to NH-26 on behalf and in favour of NALCO including necessary amendment/modifications for operationalization of Pottangi Mine and transportation of Bauxite Ore through road as well as OLC;

All statutory/documentated demand from govt. functionaries shall be borne by NALCO. However, all other expenses related to clearances / approvals including pollution control equipment shall be borne by MDO and shall not be the responsibility of NALCO. NALCO will pay the amount specified for specific items & the statutory dues as per the written demand letter of various Govt. functionaries;

- (ii) To ensure compliance to all the conditions mentioned in the clearances/approvals received from Government authorities;
- (iii) Land acquisition on behalf of and in favour of NALCO process including physical possession of already acquired as well as to be acquired government, private and forest land- for OLCC, Mines, Alternate Road from Mine Lease to NH-26 and Water intake facility free from any encumbrance and encroachment. Payment towards the documented demand by Govt. functionaries for land acquisition shall be borne by NALCO;
- (iv) Rehabilitation & Resettlement (R&R) of Project Affected Persons/ Families (PAP) (if any)- for OLCC, Mines, Alternate Road from Mine Lease to NH-26 and Water intake facility as per the applicable R&R policy. R&R cost shall be borne by NALCO as per Government norms/orders. MDO shall be responsible for liaisoning, coordination and follow up with the concerned authorities for all the activities

towards R&R;

- (v) Training and engagement of PAP (if any)- for OLCC, Mines, Alternate Road from Mine Lease to NH-26 and Water intake facility;
- (vi) Tree felling, Afforestation other necessary compliance as per forest clearances;
- (vii) Site Development of entire OLC Corridor of width 69 m and length 18.3 km including Shifting/Diversification/Modification (if any) of the utility lines, roads etc. for construction of OLCC;
- (viii) In accordance with the Specifications and Standards, Design, Engineering, development, construction, commissioning, operation and maintenance of the Over Land Conveyor (OLC) including other associated infrastructure such as Noise control & Fire Protection system, 33 kV powerline from Damanjodi refinery to Pottangi mine, Boundary wall of about 8 km, Service cum Maintenance Road, Workshop for Repair & Maintenance of OLC, Store for OLC adjacent to workshop, Concrete Drain, water line beside OLC for dust suspension and fire fighting;
- (ix) Development of Green Corridor (Plantation Barrier) at both side of the corridor- 3m width each side;
- (x) Engineering, Procurement & Construction of Black Top approach road from Alumina refinery in Damanjodi to Pottangi mine along the OLC (around 7.5m wide and 20 Km length);
- (xi) Ensure Directorate General of Mines Safety (DGMS)'s approval for mechanized working permissions and method of work and all other permissions as may be required from time to time;
- (xii) Design, Engineering, Supply, installation, construction, Testing & Commissioning of 3 nos. 33KV/440V Substation (SS) with all accessories including necessary statutory & regulatory clearances
 - SS1- Complete Sub-station near Crusher house to cater to the Bauxite Mining area, Crushing Plant, Utilities and Auxiliary & Ancillary Buildings. One RCC framed G+1 structure with block walls - total area of 1824 sqm (48M X 19M X 2 floors) to be constructed in this SS.
 - SS2- Complete Sub-station near Water intake for catering to the water supply system. RCC framed Ground floor structure with trench of Total area 532 sqm (28m X 19M) to be constructed in this SS.
 - SS3- Substation at Refinery. RCC framed Ground floor structure with total area 180 sqm to be constructed in this SS.
- (xiii) Design, Engineering, Supply, installation, construction, Testing & Commissioning of 2 nos. 33 KV Transmission Line including necessary statutory & regulatory clearances

- 18.5 km Double Circuit from Damanjodi Refinery (SS3) to Discharge end of Crusher Plant (SS1)
- 13.7 km single circuit from Substation near Crusher Plant (SS1) to Water intake SS (SS2)
- (xiv) Supply, installation, Testing & Commissioning of DG Sets for emergency power supply to OLC & other associated facilities;
- (xv) Design, Engineering, Supply, installation, construction, Testing & Commissioning of all the distribution lines from SS to respective places;
- (xvi) Arrangement of Construction Power and construction water and establishment of Site Office, colony/camp for accommodation of workforce engaged, Warehouses etc. during infrastructure development;
- (xvii) Insurance of entire Mine, OLCC, WIF and Alternate Road and allied infrastructure including all the Manpower, Building, Plant, Machineries etc. deployed during infrastructure development as well as operation of the mine till the completion of contract period;
- (xviii) Design, Engineering, Supply, installation, construction, Testing & Commissioning, operation & maintenance of entire Water intake & distribution system as per engineering requirement confirming all statutory requirements
 - Raw water pump house- 180 sqm
 - Fire water pump house- 130 sqm
 - Raw water intake pump house- 104 sqm
 - Raw water RCC reservoir with a capacity: 12800 CUM
 - Treated water overhead RCC storage tank with a capacity: 250 CUM
 - Chlorination and drinking water storage tank
 - Fire Water RCC reservoir with a capacity: 5000 CUM
 - All the pumps, pipelines and other accessories with required capacity
 - Raw Water Treatment Plant with capacity of 330 cum/Day
- (xix) Engineering, Procurement, Construction and maintenance of alternate RCC Road which will be approach cum transportation road from Mine Lease to NH-26 till commissioning of OLC, as per system/engineering requirement confirming all statutory requirements
 - Length of road 10km
 - Width of road 10m (including drain, guard wall etc.)
 - Crash Barrier of 10km length
 - RCC drain- As per design approval.
 - Pipe Culvert/Bridge as per site requirement.
- (xx) To undertake development, mining and operation of the mines in a scientific manner as per the approved mining plan;
- (xxi) Supply, Installation, Testing, Commissioning, operation & maintenance of 4 Nos. 100 MT Weighbridge (Two within Mining Lease and Two at Damanjodi Refinery);

- (xxii) Supply, Installation, Testing, Commissioning, operation & maintenance of the DG Sets for Mining Operation till construction of the SS and post that emergency power supply;
- (xxiii) Supply, Installation, Commissioning, operation & maintenance of Vehicle Wash System;
- (xxiv) Supply, Installation, Commissioning, operation & maintenance of Ventilation & Air conditioning system for offices, store, workshop etc.;
- (xxv) Supply, Installation, Commissioning, operation & maintenance of Fire detection System, Fire Protection System & alarm system;
- (xxvi) Supply, Installation, Testing, Commissioning, operation & maintenance of the both indoor & outdoor lighting system for the entire OLCC, Mines, Alternate Road from Mine Lease to NH-26 and Water intake facility to ensure adequate Illumination. The MDO shall provide and maintain illumination of the mine, haul road, dump yard, ore stockyard, conveyor corridor, substations, loading points, crusher area, including all working areas and all other infrastructure as per the standard of illumination specified in applicable under extant laws and DGMS circulars or as per the direction of the Mine Manager
 - Normal lighting
 - Emergency lighting
 - Critical lighting
- (xxvii) Supply, Installation, Testing, Commissioning, operation & maintenance of earthing system across OLCC, Mines, and Water intake facility;
- (xxviii) Supply, Installation, Testing, Commissioning, operation & maintenance of multiple small substations for haul road & approach road lighting;
- (xxix) Supply, Installation, Testing, Commissioning, operation & maintenance of all the mining equipment required for operation of the mines at rated/designed capacity and at least as per Mining Plan, EC and other statutory requirement;
- (xxx) Supply, Installation, Testing, Commissioning, operation & maintenance of Dust Control System
 - Auto sprinkler system
 - Fog cannon dust suppression system connected with PLC/DCS
 - Dry fog dust suppression system
- (xxxi) Supply, Installation, Testing, Commissioning, operation & maintenance of crushing plant of rated capacity. Ensure output size of Bauxite Ore below 150mm size from the Crusher discharge;
- (xxxii) Supply, Installation, Testing, Commissioning, operation & maintenance mobile / Semi Mobile Crushing Plant (SMCP) till commissioning of designated crushing

plant;

- (xxxiii) Supply, Installation, Testing, Commissioning, operation & maintenance of Belt Conveyor system from crusher to buffer storage;
- (xxxiv) Design, Engineering, Supply, installation, construction, Testing & Commissioning, operation & maintenance of Effluent Treatment Plant (ETP);
- (xxxv) Supply, Installation, Testing & Commissioning, operation & maintenance of environmental monitoring station as required by SPCB/MoEF & CC;
- (xxxvi) Supply & installation of all the furniture, fixture, utensil, electrical & electronics equipment etc. required for the entire facilities such as office, guest house, store, workshop, canteen etc.;
- (xxxvii) Supply, Installation, Testing, Commissioning, operation & maintenance of all the equipment for chemical analysis;
- (xxxviii) Engineering, Procurement, Construction and Maintenance of various buildings, workshop, store etc. as per drawings provided in Bauxite Mining Agreement
 - Administrative/ Office Building- RCC framed G+1 structure with block walls of 624 sqm
 - Central Workshop- Ground floor Steel structure with roof & side sheeting of 1200 sqm
 - Store- Ground floor Steel structure with roof & side sheeting of 1200 sqm
 - Fuel filling Station & lubricant store- RCC framed ground floor structure with block walls of 180 sqm including underground HSD storage (2×50 KL) attached with fuel pumps and meter
 - Canteen & Training Centre- RCC framed G+1 structure with block walls of 960 sqm
 - Site Office- RCC framed ground floor structure with block walls of 60 sqm
 - Rest Shelter- RCC framed ground floor structure with block walls of 24 sqm
 - Fire station along with First-aid building- RCC framed ground floor structure with block walls of 76 sqm
 - Crusher Office, Control Room & Chemical laboratory building- RCC framed G+1 structure with block walls of 256 sqm.
 - Watch Tower- Minimum 10 Watch Towers along the mine lease boundary at sensitive locations as per requirement - RCC framed structure

- Barracks for CISF with a landscaped garden- RCC framed G+1 structure with block walls of 257.8 sqm
 - Guest House for NALCO- RCC framed ground floor structure with block walls of 220.8 sqm
- (xxxix) Design and construction of the chemical laboratory at the Mine that shall have National Accreditation Board for Testing and Calibration Laboratories (NABL) accreditation for testing of Bauxite Ore samples. MDO shall be responsible for deploying all the requisite equipment and instruments such as XRF, ICP etc. from reputed vendors in the chemical laboratory at its own cost and expense for performing all the requisite physical & chemical analysis of Bauxite Ore. NALCO to operate that NABL accredited laboratory at Mine including required manpower and consumables. Comprehensive Maintenance of the Lab shall be in the scope of MDO;
- (xl) Engineering, Procurement, construction & maintenance of Outer Boundary wall & Inner chain link fencing –across the entire facilities area premises - all round stone missionary boundary wall of approximate length 2.65 Km (height 3.05 +0.6m) and two-meter height fencing (chain link & barbed wire) for an approximate length of 0.8 km for Fuel filling station, etc.;
- (xli) Engineering, Procurement, Construction & maintenance of Central haul road for main connectivity from various blocks to crusher area as per Mine Plan
- Width 30 m
 - Retaining wall & slope protection
 - RCC Drain as per approved design
 - Water sprinkler pipe in the centre
- (xlii) Engineering, Procurement, Construction & maintenance of in-mine haul road as per Mine Plan
- Width 20 m
 - Length 5.3 km (Approximately)
- (xlili) Engineering, Procurement, Construction & maintenance of approach road
- Width 7.5 m
- (xliv) Engineering, Procurement, Construction, Operation & Maintenance of Sewage Treatment Plant including solid and hazardous waste disposal;
- (xlv) Preparation of complete operational planning and execution through systematic mining plan to achieve targeted excavation of ore from the Mine aligning with approved mining plan;
- (xlvi) The MDO is required to deploy state-of-the-art new mining equipment, ensuring adequate after-sales support at its own cost and compliance with the original equipment manufacturer recommendations;

Additionally, the MDO must provide and deploy an adequate number of heavy earth moving machinery (HEMM) and other mining equipment at least as per the approved mining plan at its own cost. This includes mining and crushing bauxite, transporting it to designated locations after weighing, and disposing of overburden, incidental waste, and other materials to specified locations according to the mining plan. The equipment/HEMM configuration must comply with applicable environmental laws imposed by the Ministry of Environment, Forests and Climate Change (MOEF & CC), and any changes due to technological advancements require approval from the Authority;

For the first two years or any extension thereof i.e. till completion of Mine Infrastructure as per clause 12.1 of the Agreement, used equipment/HEMM can be deployed if refurbished or aged less than 3 Years from the date of registration or purchase, as the case may be.

- (xlvii) Deployment of auxiliary equipment to support operation of HEMMs;
- (xlviii) Deployment of all other necessary vehicles- Water Tanker, Ambulance, Diesel Bouser, Bus, Truck, Light Motor Vehicle etc.;
- (xlix) Ore production and stacking, waste removal and dumping as per the mining plan and as per EC, FC, EIA/EMP, CTE and CTO;
- (l) Provision of adequate manpower in accordance with the Applicable Law. The manpower deployed by the MDO shall be in accordance with the provision of Contract Labour (Regulation and Abolition) Act, 1970 and notification(s) issued under Section 10 and amendment thereof. MDO shall ensure strict compliance of all applicable statutory laws/guidelines including Labour laws as is applicable/will be applicable from time to time. NALCO shall be the “principal employer” for the purposes of the Contract Labour (Regulation and Abolition) Act, 1970;
- (li) Crushing and/ or screening of ROM to obtain finished product of specific size;
- (lii) Transportation of Bauxite Ore from mining area stockyard to the feed hopper of Crusher and from there crushed Bauxite to be transported to buffer storage through belt conveyor and crusher to OLC through Surge bin hopper of 200 Ton capacity through apron feeder;
- (liii) Transportation of Bauxite from Mine Stockyard/buffer storage of Pottangi Mines to Damanjodi refinery
 - Bauxite ore shall be transported by trucks to the Alumina Refinery's stockyard until the Overland Conveyor (OLC) is developed and operationalized. A temporary feeding setup shall be established by MDO at the Refinery end, where MDO shall install a hopper at the Refinery side for direct unloading of Bauxite Ore from trucks or feeding from the stockyard using a loader/dozer. This hopper shall be connected to JH-2 or the Refinery

side hopper via a conveyor belt. The MDO shall be responsible for setting up all necessary infrastructure, including the hopper and conveyor, at their own cost to ensure efficient feeding of the Bauxite ore into the Refinery. The Drawing of the feeder setup is provided in the Appendix-7 of the Agreement.

- Through conveyor post commissioning and operationalization of OLC
- (liv) Undertake development of stack yard, processing yard, dumping yard, etc. and all incidental works thereto wherever necessary;
- (lv) MDO shall make all arrangements in accordance with the Applicable Laws;
- (lvi) Bauxite & OB excavation using Ripper Dozers, Backhoe excavators or any other suitable machineries in compliance to approved Mining Plan and statutory requirement. Rock breakers shall be used for breaking the boulders below 500 mm in size;
- (lvii) Removal, transportation and disposal of overburden/waste into the mined-out area for backfilling. Pre-production Over burden and bauxite excavation to keep the different mine faces ready for production;
- (lviii) Buffer stock handling at Crusher area;
- (lix) MDO shall maintain optimum stock of necessary spares and equipment;
- (lx) Arrangement of petrol/diesel and oil lubricants required and its storage facilities for entire mine operation- all the plant & machineries, vehicles, DG sets etc.;
- (lxi) NALCO shall supply necessary electricity for operation of entire mine, OLCC and water intake facility on chargeable basis from Damanjodi Refinery. The tariff shall be "Retail Power tariff for Extra High Tension (EHT) Category applicable to Large Industry" as and when revised by Odisha Electricity Regulatory Commission. The electricity charges for each month shall be recovered from the monthly bill of MDO;
- (lxii) Implementation of quality control and HS&E management activities;
- (lxiii) Compliance to MCDR, IBM, CTO/CTE, EC and any other statutory requirement throughout the operation period including Drone survey as per Rule no. 34A of point 4 of MCDR 2017 before opening of the Mine and on Yearly basis;
- (lxiv) Compliance to all the ISO, SA8000 and other policies & standards followed by NALCO;
- (lxv) Compliance to all safety stipulations and requirement of DGMS as well as applicable statute;
- (lxvi) Construction and maintenance of communication network of the mines;
- (lxvii) Operation and comprehensive Maintenance including replace & repair of parts

as well replacement of entire facility (if required for any) of all the infrastructure developed and deployed mine machineries, equipment etc. to ensure smooth operation as well as maintain best quality across OLCC, Mines, alternate road from Mine Lease to NH-26 and Water intake facility, be in compliance to the requirements relating thereto under the Applicable Laws, terms of Applicable Permits and Good Industry Practices;

- (lxviii) Undertake the progressive mine closure activities, including final closure of the mines if the final mine closure timeline falls within the contract period, as per the approved Mine Closure Plan;
- (lxix) Arrange financing/make all investments for the above activities;
- (lxx) The MDO shall undertake any other work, as may be required by NALCO from time to time during the Contract Period, incidental to development, operation, maintenance and closure of the mines of Mine, OLCC, WIF including transportation of Bauxite through both Road & Conveyor mode not explicitly mentioned in the RFP/ Bauxite Mining Agreement;
- (lxxi) Setting up and maintaining medical emergency handling mechanism and disaster management plan as per the Applicable Laws and Good Industry Practices;
- (lxxii) The MDO shall procure from its own finances all stores and spares consumables (including fuel, lubricants, tyres, and the like) required for the performance of the operation and maintenance of the Mine and other obligations;
- (lxxiii) The MDO shall construct at its own cost the township, Office and commutation required for its own employees along with all utilities required therefor;
- (lxxiv) Land reclamation and plant native species. Setting up & maintenance of a nursery;
- (lxxv) Pre-production drilling at 25m x 25m grid pattern before mining of a particular area for quality control and 100% mineral recovery;
- (lxxvi) NALCO shall undertake G1 & G2 exploration of all the 5 (five) blocks and share the exploration report including GR with MDO. However, MDO shall assist the 3rd party agency deployed by NALCO for carrying out G1/G2 exploration, for liaisoning with the forest and other government officials including handling of local problem if any for uninterrupted/ smooth execution of exploration work;
- (lxxvii) Supply, installation, testing & commissioning of Mine planning software;
- (lxxviii) Potable water to be arranged by MDO at site for operation, drinking etc. till the total water intake system & distribution systems are commissioned by MDO;
- (lxxix) Computerized Fleet Management system to be implemented to monitor all vehicles used for Bauxite transportation. Facility to be extended to NALCO at required places for monitoring;
- (lxxx) Water sprinkling on haul roads, active mine working areas like ripping & dozing

- sites, excavation areas, etc. for Complete dust suppression;
- (lxxxix) Deployment (including operation & comprehensive maintenance) of Mechanical Road Sweeping Machine & Wheel wash System;
- (lxxxii) Engineering, Procurement, Construction & maintenance of toe walls and garland drains around initial dumps;
- (lxxxiii) Engineering, Procurement and Construction of Water reservoirs/sumps at regular intervals in mined out areas, so that water gets accumulated (Rainwater Harvesting ponds);
- (lxxxiv) Avenue plantation and plantation on plateau slopes;
- (lxxxv) MDO shall ensure safety and security of entire site including Mine, Equipment, Bauxite Ore, OLCC, WIF and allied facilities and deploy adequate security in all the areas of mines, OLCC, WIF and allied facilities as per requirement. NALCO shall engage total 50 nos. CISF in 3 shifts at the critical locations of mines, OLCC etc.;
- (lxxxvi) Installation, Operation & Maintenance of security and surveillance system;
- (lxxxvii) The MDO shall, at all times, comply with all the Applicable Laws including but not limited to the following Acts and Rules and any subsequent amendments therein:
- (a) The Mines Act, 1952
 - (b) The Mines and Mineral (Development and Regulation) Act, 1957
 - (c) The Mineral Conservation and Development Rules, 2017
 - (d) The Environment (Protection) Act, 1986
 - (e) Mineral Concession Rules, 2016
 - (f) Mineral (Mining by Government Company) Rules, 2015
 - (g) Forest (Conservation) Act, 1980
 - (h) Metalliferous Mines Regulations, 1961
 - (i) Mine Vocational Training Rules, 1966
 - (j) The Employees Compensation Act, 1923.
 - (k) The Payment of Bonus Act, 1965 and Rules thereunder.
 - (l) The Apprentices Act, 1961 and Rules made thereunder.
 - (m) The Contract Labor (Regulation and Abolition) Act, 1970.
 - (n) The Payment of Wages Act 1936 and Rules thereunder.
 - (o) The Minimum Wages Act, 1948.
 - (p) The Maternity Benefit Act, 1961.

- (q) The Employers' Liability Act, 1938.
- (r) The Employment of Children Act, 1923
- (s) Mine Rules, 1955
- (t) The Maternity Benefit (Mine) Rules, 1963
- (u) Factories Act, 1948
- (v) Child Labor (Prohibition and Regulation) Act, 1986
- (w) Building and Other Construction (Regulation of employment and Conditions of Services) Act 1996, or any modifications thereof
- (x) Building and Other Construction workers' welfare cess act 1996
- (y) All other relevant Acts and Rules as applicable

Note:

- a) NALCO shall have the right to make any alteration, modification and/ or additions in the original specification and/ or Scope of Work during execution of the Scope of Work and the MDO shall be bound to implement the same in accordance with such instructions issued by NALCO. Such alterations shall not invalidate the Agreement. However, the rates and relevant terms for such alterations shall be finalized mutually by NALCO & MDO.
- b) NALCO will fund the capex for three infrastructure projects to be executed by MDO:
 - (i) Supply, installation and commissioning of the OLC and associated infrastructure (Powerline, Road, Greenbelt, Drains etc.) - Rs.1000 Cr.
 - (ii) Construction of alternate road (RCC) from Pottangi Mine to NH-26 which will be initial approach-cum-bauxite transportation road including drain, guard walls etc. - Rs. 115 Cr.
 - (iii) Construction of Water intake facility - Rs.55.60 Cr.

Note:

- Any expenditure beyond the NALCO funding required for development of the above-mentioned infrastructure as per scope of the agreement, shall be borne by MDO.
- The MDO is responsible for ensuring that all NALCO funded works, are executed in accordance with BMA, standard industry specifications, and timelines stipulated in the BMA to meet the quality standards.

6. Qualification Requirement

A Bidder shall have to satisfactorily fulfill all the following technical/experience, financial and other qualification requirements as stated below:

6.1 Technical/Experience Criteria

The Bidder shall fulfil both the Technical Criteria as mentioned below

6.1.1 Mine Development experience:

The Bidder should have developed during the last 10 (Ten) Financial Years or is currently developing, as a Mine Developer cum Operator (MDO), at least 1 (one) opencast mine of any considered mineral with peak rated capacity of at least 2.8 (two point eight) million tonnes per annum in India and operated the same mine during last financial year i.e. FY2024-25.

AND

6.1.2 Mine Operation experience:

The Bidder should have successfully operated an opencast mine of any considered mineral in India and produced/excavated at least 2.8 (Two point eight) million tonnes of considered mineral during any 12 (twelve) consecutive months period in the last 10 (Ten) financial years.

Note for Technical/Experience Criteria for the purpose of clause 6.1:

- i) "Considered Mineral" means any of the following minerals: Bauxite, Iron Ore, Coal, Lignite, Manganese Ore, Limestone, Copper Ore
- ii) Applicable 10 (Ten) financial years shall be FY 2015-16, FY 2016-17, FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24 and FY 2024-25
- iii) For the purpose of this clause, Mine Developer cum Operator (MDO) shall mean the Bidder who has developed or currently developing and operated/operating a mine under a mining contract of a minimum term of 15 (fifteen) years.
- iv) The word 'developed' or 'developing' means that the Bidder should have
 - a) Carried/carrying out mining and allied infrastructure development for the mine, involving construction of buildings and roads on its own or through sub-contracting and
 - b) Facilitated/facilitating or assisted/assisting in land acquisition or R&R activities

- v) The word 'operated' or 'operation' means that the Bidder should have performed the activities of mechanized open cast mining consisting of excavation/ raising and transportation of the Considered Mineral, either on its own or through its sub-contractors.
- vi) Operation & Development experience may be from the same mine or different mines.
- vii) If the quantum of mineral mentioned in the certificate/annual returns filed is on volume basis and not weight basis, then the specific gravity for conversion of volume to weight of Bauxite, Iron Ore, Coal, Lignite, Manganese Ore, Limestone, Copper Ore shall be as per approved Mining Plan of that particular Mine.
- viii) Bidders experience as Subcontractor shall not be considered.
- ix) For meeting the Technical Criteria under Clause 6.1.1 and 6.1.2, the following documents are to be supplied along with duly filled format specified at Annexure 2 of this RFP:
 - Statutory auditor certificate, certifying year wise production details for Considered Mineral.
 - Statutory auditor certificate, certifying the development activities undertaken by the Bidder along with copy of contract clearly specifying scope of activities of the MDO.
 - Certificate from the mine owner/lessee certifying year wise production details for Considered Mineral and the copy of work order.
 - Certificate from the mine owner/lessee certifying the development activities undertaken by the Bidder and the copy of work order.All the certificates (submitted by the bidder) issued & duly certified by the Statutory auditor in respect of Technical/Financial Capacity of the Bidder should be made available through UDIN verification and the statutory auditor should mention the corresponding UDIN in each of its certificate.
- x) It is clarified that NALCO/KPMG reserves right to verify any document submitted by a Bidder and in case any certificate is found falsified/forged, NALCO reserves right to disqualify such Bidder and blacklist from participating in any future and under-process tenders and also suspend /terminate all ongoing contracts, if any which the bidder is executing at NALCO.
- xi) The documents submitted by the bidder in support of his qualification/experience as required against clause 6.1 or 6.2 will be considered for evaluation only if the

same is/are in its own name. Any document submitted by the bidder which is / are in the name of any associate/partner/group company/holding company/subsidiary company/promoter/Director, etc., as the case may be, will not be considered by NALCO/KPMG for the purpose of evaluation of the bid/offer against the qualification requirement according to this RFP. The successful bidder (whether as a single Bidding Entity or as a member of a Bidding Consortium) will be awarded the contract in its own name and any request for awarding the contract to any other entity or entering into contract with any other entity or issuing of LOA to any other entity, howsoever related to the bidder by virtue of any agreement or operation of law, will not be entertained by NALCO/KPMG. The decision of NALCO in this regard shall be final and binding on the Bidders, consultant and other parties involved in the transaction.

- xii) In case a Bidder (whether as a single Bidding Entity or as a member of a Bidding Consortium) is claiming mining experience where it is developing/operating or has developed/operated as part of a Consortium or a Joint Venture, it shall also submit a notarized copy of the Consortium agreement or Joint Venture agreement (as the case may be), which clearly spells out the extent of its ownership/ share in such Consortium or Joint Venture, as reasonable claim for its qualification, as the case may be. In such case, the experience of development & operation by Bidder shall be limited to the proportion of its ownership/share in such Consortium or Joint Venture, as the case may be.

Illustration: If a Bidder has 50% ownership in a Joint Venture mining company and such mining company has Developed a mine of 6 (six) million tonne of peak rated capacity and has excavated & transported 4 (four) million tonne of Considered Mineral in any 12 (twelve) consecutive month period, then the Bidder can claim only up to 3 (three) million tonne of experience for Development and 2 (two) million tonne of excavation & transportation for operational experience for the purpose of meeting the Technical Criteria.

6.2 Financial Criteria

The Bidder shall fulfil the Financial Criteria as mentioned below

- 6.2.1** The average Annual Turnover of the Bidder during the last 3 (three) financial years (i.e. financial years 2022-23, 2023-24 & 2024-25) should be at least **INR 735 (Seven Hundred Thirty-Five) Crore.**

AND

- 6.2.2** The Net Worth of the Bidder as on the last date of the Financial Year 2024-25 should be

at least **INR 370 (Three Hundred Seventy) Crore** and the Net Worth should also be equal to or more than 100% of its Paid-up Share Capital. Additionally, the Net Worth of the Bidder shall not be negative in any of the 3 (three) preceding financial years (i.e. financial years 2022-23, 2023-24 & 2024-25).

AND

6.2.3 The average annual cash accrual of the Bidder should be at least **INR 185 (One Hundred Eighty-Five) Crore** during last 3 (three) financial years (i.e. financial years 2022-23, 2023-24 & 2024-25)

Note for Financial Criteria for the purpose of clause 6.2:

- (a) In order to be qualified for participation in the process for selection and engagement of MDO for Pottangi Bauxite Mines, apart from the Technical Criteria, a Bidder needs to fulfil all the Financial Criteria as mentioned above in Clause 6.2.1, 6.2.2 and 6.2.3. For the purpose of this, standalone financials and financial statements shall be considered.
- (b) Cash accrual shall mean the net cash flow i.e. profit after tax (PAT) + depreciation + other non-cash expenses.
- (c) The terms net worth, turnover and cash accrual shall have the meaning and definition as stated in this Bid Document and the financial figures shall be in INR.
- (d) For the Financial Criteria as mentioned in Clause 6.2 and 6.3.4.vi (if applicable), the Bidder shall submit
 - (i) Audited standalone financial statements for the last 3 (three) Financial Years, i.e. 2022-23, 2023-24 & 2024-25. In case the audited financial statements of FY 2024-25 are not yet ready, the bidder shall submit unaudited financial statements of FY 2024-25 certified by its statutory auditor or chartered accountant (CA) with UDIN, stating that the audit for the last financial year has not yet been completed.
 - (ii) Certificate from statutory auditor certifying the turnover, net worth and cash accrual calculation for the last 3 (three) Financial Years, 2022-23, 2023-24 & 2024-25 and as per Annexure-3. All the certificates (submitted by the bidder) issued & duly certified by the Statutory auditor in respect of Financial Capacity of the Bidder should be made available through UDIN verification and the statutory auditor should mention the corresponding UDIN in each of its certificate.

6.3 Qualification Routes

6.3.1 The Offer is to be submitted by any one of the following routes:

- (a) **Route A:** Single Bidding entity – Bidder shall be a company and fulfill criteria as per clause 6.4.1 below.
- (b) **Route B:** Bidding Consortium – All the members of the Bidding Consortium shall be a company and fulfill criteria as per clause 6.4.1 below.

6.3.2 A Bidder shall submit only one Bid either as a single bidding entity or as a member of a Bidding Consortium.

6.3.3 Route A: Single Bidding entity

- (i) Under Route A, Bidder should meet the Technical Criteria and Financial Criteria on its own as provided in Clause 6.1 and Clause 6.2 respectively.
- (ii) Even if the Selected Bidder is a single Bidding Entity, it shall form a Special Purpose Vehicle (SPV) to act as the MDO and shall hold 100% (one hundred per cent) of the equity of the SPV till the achievement of Peak Rated Capacity (PRC) and thereafter at least 51% (fifty one per cent) of equity interest in the SPV during the Contract Period and retain majority voting powers of the Board of Directors of the SPV. In any event, any change in the shareholding of the Selected Bidder in the SPV or change in constitution of the Board of Directors of the SPV, can be made only with the prior written consent of NALCO. Notwithstanding the formation of the SPV, the Selected Bidder shall be fully responsible with the SPV for performance of the obligations under the Agreement.
- (iii) The SPV formed by the selected single bidding entity shall execute all the works as per scope mentioned in this RFP and BMA unless otherwise allowed for subletting some portion of the scope of work, with prior approval of NALCO. Any deviation on this will need prior approval of NALCO.

6.3.4 Route B: Bidding Consortium

- (i) Bidder may be a Bidding Consortium consisting of a maximum of 2 (two) corporate entities, which shall comprise of the Lead Member and the Non-Lead Member.
- (ii) Bids submitted by a Bidding Consortium shall be submitted in the name of the Lead Member signed by the Authorized Signatory of the Lead Member duly authorized by the Non-Lead Member.
- (iii) The Lead Member should meet the entire Technical Criteria mentioned in Clause 6.1.1 and 6.1.2

(iv) Both the consortium members shall jointly meet the entire Financial Criteria mentioned in clause 6.2. whereas Lead member should meet at least 51% of the absolute values of the Financial Criteria and Non-lead member should meet at least 26% of the absolute values of the Financial Criteria.

(v) Lead member of the Bidding Consortium should meet at least 51% of the absolute values of the Financial Criteria mentioned in Clause 6.2 i.e.

The average Annual Turnover of lead member during the last 3 (three) financial years (i.e. financial years 2022-23, 2023-24 & 2024-25) should be at least **INR 375 (Three Hundred Seventy-Five) Crore**.

AND

The Net Worth of lead member during the last financial year i.e. 2024-25 should be at least **INR 189 (One Hundred Eighty Nine) Crore**. Additionally, the Net Worth of lead member shall not be negative in any of the 3 (three) preceding financial years (i.e. financial years 2022-23, 2023-24, 2024-25).

AND

The average annual cash accrual of lead member should be at least **INR 95 (Ninety-Five) Crore** during last 3 (three) financial years (i.e. financial years 2022-23, 2023-24 & 2024-25)

(vi) Non-Lead member of the Bidding Consortium should meet at least 26% of the absolute values of the Financial Criteria mentioned in Clause 6.2 i.e.

The average Annual Turnover of non-lead member during the last 3 (three) financial years (i.e. financial years 2022-23, 2023-24 & 2024-25) should be at least **INR 192 (One Hundred Ninety Two) Crore**.

AND

The Net Worth of non-lead member during the last financial year i.e. 2024-25 should be at least **INR 97 (Ninety Seven) Crore**. Additionally, the Net Worth of non-lead member shall not be negative in any of the 3 (three) preceding financial years (i.e. financial years 2022-23, 2023-24, 2024-25).

AND

The average annual cash accrual of non-lead member should be at least **INR 49 (Forty-Nine) Crore** during last 3 (three) financial years (i.e. financial years 2022-23, 2023-24 & 2024-25)

- (vii) Net worth of each member of the Bidding Consortium as on the last date of the last Financial Year, considered for meeting Financial Criteria, should be equal to or more than 100% (one hundred percent) of their respective paid-up share capital individually.
- (viii) The Consortium Members shall be required to furnish a legally enforceable Consortium Operating Agreement (COA) along with Techno-Commercial Offer, holding themselves jointly and severally liable to NALCO to perform all contractual obligations. The COA shall be valid for the entire Contract Period and be as per the format provided in Annexure 5 hereof. The COA shall clearly mention the roles and responsibility of each member particularly with reference to financial, technical and liability obligations as well as receive instructions and payments for and on behalf of the Consortium/ Joint Venture. The number of executants of the COA should not exceed two.
- (ix) In case the Selected Bidder is a Consortium, the Consortium Members have to form a SPV before signing of the Agreement with NALCO holding same equity stakes in the SPV as they held in the Bidding Consortium (as per COA) at the time of Bid submission.
- (x) The lead member of the Bidding Consortium who fulfils the technical experience criteria as per clause 6.1.1 and 6.1.2 must execute all the works as per scope mentioned in this RFP and BMA. The SPV/JV formed by the selected bidding consortium shall either sublet complete scope of work to the Lead Member through a sub-contracting agreement or authorize the Lead Member to represent the JV / SPV for the development and operation of Pottangi Bauxite Mines. Any deviation on this will need prior approval of NALCO.
- (xi) The SPV so formed for this project shall not undertake any other business during the contract period except for execution of this project.

6.4 Other Criteria

- 6.4.1 A Bidder, whether it is bidding as a single Bidder or as a member of a Bidding Consortium, must be a Company (Private or Public) under the Companies Act, 1913, Companies Act, 1956 or Companies Act, 2013.

Moreover, it shall be in existence for at least 5 (five) years prior to the date of advertisement of this RFP and shall have its registered office in India. The date as indicated in the Certificate of Incorporation shall be treated as the date of incorporation of the Bidder.

Following documents to be submitted by the Bidder

- Certificate of Incorporation
- Memorandum of Association
- Articles of Association

Note:

As a Company (Private or Public), the Bidder must abide by the stipulations mentioned below

- i. the bidder is incorporated under the Companies Act, 1913 or Companies Act, 1956 or Companies Act, 2013 or established by virtue of a statute.
 - ii. The date as indicated in the Certificate of Incorporation shall be treated as the date of incorporation of the Company. The Company shall be in existence and in operation for at least 5 (five) years prior to the date of issuance of this RFP.
 - iii. The eligibility criteria of the Company are liable to be evaluated on the basis of experience and eligibility criteria of the Company itself.
 - iv. The experience and the eligibility criteria of the Managing Director or any other Director in their name and identity shall not be reckoned as the experience and eligibility criteria of the Company.
 - v. The Company shall have a valid EPF & ESI Code, GST registration number of its own and not in favour of any Director including Managing Director or other principal officers in case of a Company.
- 6.4.2 The Bidder, whether it is bidding as a single Bidder or as a member of a Bidding Consortium, shall furnish an Affidavit as set forth in Clause 8.2.1(vi) in the format specified in Annexure 8 of this RFP.
- 6.4.3 The Bidder/the Lead Member of Bidding Consortium should designate one person to represent the Bidder/ Bidding Consortium in its dealings with the NALCO. The person so designated shall be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into an agreement on behalf of the Bidder.
- 6.4.4 The Bidder shall submit the Power of Attorney (s), authorizing the signatory of its Bid to commit the Bidder, along with submission of Bid. The Power of Attorney should be as per the format provided in Annexure 4. The Power of Attorney should be accompanied by appropriate Board Resolution of the Bidder/ all members of the Bidding Consortium.
- 6.4.5 In case of Consortium, all the members shall submit Power of attorney as per format given in Annexure 4. And also submit power of attorney (as per the format given in Annexure 6) in favour of authorized person of the lead/non-lead member authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and participate in the bidding process on behalf of the consortium.
- 6.4.6 The Bidder (each member in case of Bidding Consortium) shall submit the Declaration of Relative as per format given in Annexure 14

6.4.7 Bidder (whether as a Single Bidding Entity or as a member of Bidding Consortium) shall also furnish the contact details (including name, designation, email id and mobile phone number) of the mine manager employed by the owner of the mine for which it is claiming development & operation experience as per clause 6.1. In case the mine manager is not employed by the owner of the mine, the Bidder shall share contact details of the authorized representative of the mine, who is involved in monitoring the mine operations from the mine owner's side.

6.5 Conflict of Interest

A Bidder or any Consortium Member shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. A Bidder(s) found to have a Conflict of Interest shall be disqualified. The Bidder and each Consortium Member shall submit an Affidavit to this effect as per the format given in Annexure 8. A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company and any other Bidder, subsidiary/ subsidiaries and/or holding Company and/or the subsidiary/ subsidiaries of its holding company have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company (or any shareholder thereof having) a shareholding of more than 5% (five per cent) of the paid-up and subscribed share capital of such Bidder, subsidiary/ subsidiaries and/or holding Company and/or the subsidiary/ subsidiaries of its holding company, as the case may be) in the other Bidder, its subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company is less than 5% of the subscribed and paid-up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A of the Companies Act, 1956. For the purposes of this Clause 6.5.i, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub clause (bb) if the shareholding of such person in the intermediary is less than 20% of the subscribed and paid-up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or

- iii. such Bidder, or its subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding Company; or
- iv. such Bidder has the same legal representative for purposes of this Bidding Process as any other Bidder; or
- v. such Bidder, or any subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company has a relationship with another Bidder, or any subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding company, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- vi. such Bidder, or any subsidiary/ subsidiaries and/or holding company and/or the subsidiary/ subsidiaries of its holding Company has participated as a consultant to NALCO in the preparation of any documents, design or technical specifications of the Project.

Explanation: In case a Bidder is a Bidding Consortium, then the term Bidder as used in Clause 6.5 above, shall include each member of the Bidding Consortium.

Notwithstanding anything to the contrary contained herein, the bids submitted by two entities/companies having common Directors/Partners/Promoters, as the case may be, will be rejected.

6.6 Disqualification

Notwithstanding anything to the contrary contained herein and without prejudice to any of the rights or remedies of NALCO and in addition to the ground of disqualification mentioned elsewhere in this RFP, a Bidder which is either a single Bidder or a Bidding Consortium shall be disqualified, and its Offer shall be rejected from further consideration and evaluation for any of the reasons listed below;

- 6.6.1 Material Misrepresentation by any Bidder (Bidding company or member of the consortium) in the offer.
- 6.6.2 Failure by the Bidder to provide necessary and sufficient information as required and asked for in the Bid Document.
- 6.6.3 A winding up/insolvency or other similar proceedings is pending against the Bidder.


- 6.6.4 The Bidding company ceases to fulfil Qualification Requirement mentioned in Bid Document during Bidding Process and as per the terms of Bid Document.
- 6.6.5 If the Bid submitted by the Bidder is found to have been tampered with or they differ from the RFP available with NALCO, the bid of such Bidder shall be rejected.
- 6.6.6 If a Bidder or any member of a Bidding Group/Consortium is member of another Bidding Group/Consortium for this RFP
- 6.6.7 If the Bidder (its holding company or direct subsidiary) or any member of the bidding consortium or its Promoter is debarred or banned or blacklisted by any of the Government ministry/department/undertaking/organization/corporation/firm/entity for any reason whatsoever as on the date of submission of the bid as well as issuance of the LOA and the said order of debarment or banning or blacklisting has not been set aside by a Court of competent jurisdiction.
- 6.6.8 Any of the Bidder's Director(s)/Promoter(s)/ Partner(s) have been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to the business dealing with Government of India or any other government and such conviction is enforcing as on the date of submission of the Offer by the Bidder.
- 6.6.9 The Bidder should not have been declared ineligible or incompetent from participating in any tender by any competent court of law or any government authority or government company as on the date of submission of Bid.
- 6.6.10 Bidder found to have a Conflict of Interest as per clause 6.5
- 6.6.11 If any legal, financial or technical advisor of NALCO in relation to this project is engaged by the Bidder in any manner, during the Bidding Process or thereafter i.e. till the date which is 6 (six) months from the date of the Letter of Award, for matters related to or incidental to this Project.
- 6.6.12 if any of the key managerial personnel of NALCO are related to the promoters or key managerial personnel of the Bidder/members of the Bidding Consortium or its Affiliate. Key managerial personnel shall have the meaning provided to it in Section 2(51) of the Companies Act, 2013. The list of the Key NALCO managerial personnel is provided in Annexure-14.

Note for the purpose of clause 6.6:

- i) In case any specific adverse report is received against a Bidder, as an information or upon enquiry made by NALCO/KPMG, in respect of capabilities and performance of the Bidder, after receipt of tender but before the opening of the Price Bids, the quotation / tender submitted by such Bidder shall be rejected based on recorded reasons and with the approval of the Competent Authority of NALCO. If such report is received after opening of the price bids, then also the quotation / tender of that Bidder shall be rejected after recording the reasons and with the approval of the Competent Authority of NALCO.
- ii) If at any time during the evaluation process, NALCO/KPMG requires any clarification, NALCO/KPMG shall have the right to request such information from any bidder or its

direct or indirect subsidiary or holding company or member of bidding consortium which shall be obliged to provide the same within a reasonable time frame. In case Bidder does not respond within time provided by NALCO/KPMG, NALCO/KPMG may at its discretion disqualify such bidder or may evaluate based on information available with NALCO.

- iii) If any of the disqualifications are attracted at any stage post the submission of the Bid by a Bidder, NALCO shall reserve the right to reject such Bid and disqualify such a Bidder, notwithstanding the fact that such Bidder is the Selected Bidder and notwithstanding the execution of the draft Agreement by such Bidder.
- iv) In the event of disqualification due to above reasons, NALCO shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/ or the Contract Agreement or otherwise.
- v) Notwithstanding anything contained in this Bid Document, NALCO reserves the right to reject any bid/offer or to annul the Bidding Process or reject all bid/Offer, at any time, without any liability or any obligation for such rejection or annulment, without assigning any reasons whatsoever.
- vi) It is being further clarified that a Bidding Consortium shall be disqualified, and its offer shall be dropped from further consideration if any of the reasons listed above are applicable to any member of the Bidding Consortium.

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7. Description of the Bidding Process

NALCO/KPMG has decided to carry out a single stage, two-part domestic competitive Bidding Process, including a Reverse Auction process, for the selection and engagement of a Mine Developer cum Operator for the development, operation and maintenance of the Pottangi Bauxite Mines including OLCC, WIF, Alternate Road. The Bidding Process consists of the following steps:

7.1 Publication of Bidding Document

The Bidding Documents shall be available on the CPP Portal as well as website of NALCO. However, RFP published on the website of NALCO is for information only and Bid shall be submitted on the CPP Portal only.

7.2 Registration and Submission of Bid

Bidders are first required to register on the CPP Portal. In case of Bidding Consortium, the registration should be made in the name of the Lead Member. The details of the registration process and the process for e-submission of the Techno-Commercial Offer and Financial Offer as well as the details for of the Reverse Auction process are provided in Chapter 13 hereof.

7.3 Site Visit

- 7.3.1 Bidders, on their own responsibility, should visit the Site and apprise themselves of the local conditions and its surroundings and obtain for themselves, all information that may be necessary for preparing their Bids.
- 7.3.2 Bidders should assess and satisfy themselves regarding the adequacy of the local conditions such as approach roads to the Site, adequacy of existing culverts/bridges/roads for bringing its equipment and machinery to the Site, Strength of existing roads to be used for initial transportation of Bauxite to the refinery, proximity to nearest railway line, alignment of the OLC proposed, accommodation facilities as may be required, water source and its level in normal and rainy season, climatic conditions, local terrain, availability of manpower, construction materials, details of taxes, royalties, duties and levies as applicable and any other information required including the R&R Policy/guidelines, plans, drawings and permissions of competent authorities for development, operation and maintenance of the Pottangi Bauxite Mines including OLCC, WIF, Alternate Road and allied facilities to be developed.
- 7.3.3 Bidders at their own costs shall make necessary arrangements required for visiting the Site. NALCO will only facilitate their visit.
- 7.3.4 The date and time for Site visit is given in the Schedule of Bidding Process hereof. Bidders who are interested to visit the Site should inform the Site Contact Person as mentioned

in the Data Sheet at least 2 (two) days before scheduled dates of the Site visit, along with the names and contact numbers of their representatives who would be participating in the visit.

7.3.5 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the Site visit.

7.3.6 Further, the submission of Bid by the Bidder shall be deemed to be an acceptance by the Bidder that they have already carried out detailed site visit at the Mines, and also that the Bidder has ascertained itself about, and also acknowledges, the current status and condition of the Mines on above parameters, for its adequacy for submission of the Bid.

7.4 Pre-bid Meeting

7.4.1 A pre-bid meeting would be held to clarify and discuss issues with respect to the Bidding Process and the Bidding Documents. The pre-bid meeting shall be held as per the schedule set forth in the Schedule of Bidding Process hereof.

7.4.2 A Bidder may raise their queries and suggestions during the pre-bid meeting. Bidders are requested to send their queries at least 3 (three) days before the pre-bid meeting so as to give NALCO/KPMG sufficient time to prepare responses to such queries for the pre-bid meeting. NALCO/KPMG may in its sole discretion respond to such queries submitted by any Bidder or amend the RFP as required, but is under no obligation to do so.

7.4.3 Bidders shall raise their queries in editable soft copy in word/ excel as per the format given in Annexure-16 and only through email. The concerned mail ids are provided in the Sl. No. 4 of Schedule for the Bidding Process.


7.4.4 Attendance of the Bidders at the pre-bid meeting is not mandatory.

7.4.5 A maximum of 4 (four) representatives from each Bidder shall be allowed to attend the pre-bid meeting.

7.4.6 Bidders who are interested to attend the pre-bid meeting shall inform the Contact Person of KPMG at least 2 (two) calendar days before the date of the pre-bid meeting, along with the number of representatives who would be attending the pre-bid meeting. This is required to ensure that NALCO/KPMG can make adequate arrangement for hosting the pre-bid meeting, depending upon the total number of attendees.

7.5 Clarification on the bidding document

7.5.1 Bidders may send their queries or suggestions on the Bidding Documents or the Bidding Process. The queries or suggestions may only be sent to the e-mail address given in the Data Sheet hereof.

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- 7.5.2 The responses to the queries (received before the pre-bid meeting) shall be published on the CPP Portal and shall be available for free download. The source of the query or suggestion shall not be revealed. NALCO/KPMG shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, NALCO/KPMG in its sole discretion reserves the right not to respond to any query or provide any clarification, and nothing in this RFP shall be taken or read as compelling or requiring NALCO/KPMG to respond to any query or to provide any clarification.
- 7.5.3 NALCO may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders.
- 7.5.4 Bidders are advised to regularly check the CPP Portal regarding the posting of clarifications, if any.
- 7.5.5 The last date for receipt of queries is indicated in the Sl.no. 4 of the Schedule of Bidding Process hereof. Queries received after this date shall not be considered.

7.6 Amendment to the Bidding Document

- 7.6.1 At any time prior to the Bid Due Date, NALCO may on its own or in response to a clarification requested by a Bidder, amend the provisions of the RFP by issuing **corrigendum / addendum** to the Bidding Documents which shall be freely available for download on the CPP Portal. The **corrigendum / addendum** will be binding on the Bidders, and it will be assumed that the corrigendum / addendum so adopted, originally formed a part of the Bidding Documents. The Bidders are also advised to regularly check the CPP Portal regarding posting of corrigendum / addendum, if any.
- 7.6.2 Any corrigendum / addendum issued by NALCO subsequent to the issue of the RFP will also be considered an integral part of the Bidding Documents. The Agreement shall also include such corrigendum / addendum also, as applicable.
- 7.6.3 No verbal clarifications and information provided by NALCO or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on NALCO unless subsequently confirmed through the issuance of corrigendum / addendum or through a written communication by NALCO, which shall also be notified through CPP.
- 7.6.4 In order to afford prospective Bidders reasonable time to take the corrigendum / addendum into account, NALCO may, at its discretion, extend the Bid Due Date.

7.7 Acknowledgement by the Bidder

- 7.7.1 It shall be deemed that by submitting a Bid, the Bidder has:
- made a complete and careful examination of the Bidding Documents including

the Agreement. The Agreement along with its corrigendum / addendum is final and no negotiation on Agreement or corrigendum / addendum will be entertained;

- (b) received all relevant information requested from NALCO/KPMG;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of NALCO relating to any of such matters;
- (d) satisfied itself about all matters including the mines in question, its operability, things and information necessary and required for submitting an informed Bid, executability of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- (e) undertaken and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from NALCO; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof

7.7.2 NALCO/KPMG shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by NALCO/KPMG.

7.8 Language of the Bid

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

7.9 Bid to be submitted by the Bidders

The Bid shall comprise of the Techno-Commercial Offer and the Financial Offer, the contents of which are detailed in Chapter 8 and Chapter 10 of this RFP respectively.

7.10 Signing of the Offers

7.10.1 Both the Techno-Commercial Offer and the Financial Offer shall be digitally signed using Class-III digital signature as set forth in Clause 13.11 by the **Authorized Signatory** of the

Bidder.

- 7.10.2 The Authorized Signatory shall represent the Bidder in all matters pertaining to its Bid. The Authorized Signatory should hold the **Power of Attorney** as per Annexure-4 duly authorizing him/her to perform all tasks including but not limited to sign and submit the Bid, to participate in all stages of the Bidding Process including the Reverse Auction, to conduct correspondence for and on behalf of the Bidder, and to execute the Agreement on behalf of the Bidder and any other documents required to give effect to the outcome of the Bidding Process.
- 7.10.3 It is to be noted that the person issuing the Power of Attorney, should have authorization through an appropriate resolution of the Board of Directors of the Bidder for issuing the Power of Attorney. The Power of Attorney should be accompanied by certified true copy of Board Resolution of the Bidder and certified true copy of Board Resolutions of each member of the Bidding Consortium.
- 7.10.4 In case of Bidding Consortium, the Authorized Signatory shall be from the Lead Member. The Bidder shall furnish the original Power of Attorney as per Annexure-6 in favour of Authorized Signatory, signed by Authorized Signatories (Authorized through Power of Attorney as per Annexure-4) of both the members of the Bidding Consortium backed by a copy of Board Resolutions /other relevant documents, affixed with common seal of company, to demonstrate the authority of the persons issuing the Power of Attorney.

7.11 Submission of Bids

- 7.11.1 Bidders shall submit their Techno-Commercial Offer and Financial Offer on the CPP Portal using their individual User ID and Password, within the Bid Due Date given in the Schedule of Bidding Process hereof and the extensions if any. Late Bids shall not be accepted by the CPP Portal.
- 7.11.2 The Bidders shall also submit hard copies of certain documents in original related to their Techno-Commercial Offer, as mentioned in Clause 8.3 of this RFP.
- 7.11.3 The original documents as listed in Clause 8.3 of this RFP are to be submitted physically in a sealed envelope bearing the caption **“Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities”**. The name of the Bidder as well as the communication address, mobile number and e-mail of Authorized Signatory of the Bidder shall be typed on the envelope. The envelope containing the original documents shall be submitted at the address provided in the Data Sheet on or before the Due Date as per the Schedule for the Bidding Process. Apart from physically submitting the required original documents, scanned copy of all the original documents shall also be

uploaded in CPP Portal along with the submission of Techno-Commercial Offer as mentioned in Chapter 8 of the RFP. All the pages of the documents submitted / uploaded should be duly signed by the Authorized Signatory of the Bidder. The bid shall be rejected in case of Non submission (even after timeline given for shortfall documents) of original documents listed in clause 8.3.

7.12 Extension of Bid due date

NALCO may, at its discretion, extend the Bid Due Date by amending this RFP in terms of Clause 7.6 at any time before the Bid Due Date, in which case all rights and obligations of NALCO and the Bidders will thereafter be subjected to the deadline as extended.

7.13 Modification and withdrawal of Bids

The Bidder may modify or withdraw its Bid after submission, by withdrawing or modifying its Bid on the CPP Portal, till the Bid Due Date, the procedure of which is given in Clause 13.8 hereof. **Bidders may please note that they may modify or withdraw their bids up to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder after the Bid due date and time.**

7.14 Bid Validity Period

The Bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Opening Date (“**Bid Validity Period**”). Any Bid with a shorter validity period shall be rejected by NALCO. NALCO reserves the right to request the Bidders in writing to extend the Bid Validity Period of their Bids. In case a Bidder extends the Bid Validity Period and they have submitted the Bid Security in the form of Bank Guarantee, the Bidder shall also extend validity period of the Bank Guarantee by an equivalent period of time. However, in case any Bidder refuses to such request, the Bid of such Bidder will not be evaluated/considered any further and the Bid Security of such Bidder will be returned to the Bidder.


7.15 Bid Preparation Cost

The Bidder shall be solely responsible and shall bear all of costs associated with the preparation of its Bid and its participation in the Bidding Process. NALCO/KPMG shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

7.16 Opening of Techno-Commercial Offers

7.16.1 Techno-Commercial Offers shall be opened in the CPP Portal as per the schedule given in the Schedule of Bidding Process hereof. In case the date is declared a holiday for NALCO, the Bids shall be opened at the appointed time on the next working day of NALCO.

7.16.2 In case the original copies of documents related to the Techno-Commercial Offer as per

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clause 8.3 are not received by NALCO/KPMG even after timeline given for shortfall documents, such Techno-Commercial Offer shall be rejected.

- 7.16.3 The opening of the original copies of required documents submitted physically by Bidders relating to the Techno-Commercial Offers shall be done post opening of the Techno-Commercial Offers in the CPP Portal as per the Schedule of Bidding Process hereof.

7.17 Evaluation of Techno-Commercial Offers

Techno-Commercial Offers shall be evaluated by NALCO/KPMG as per the prevalent policy of NALCO and the decision of NALCO will be final and binding on all parties.

7.18 Opening and evaluation of Financial Offers

- 7.18.1 The Financial Offers of only the Technically Qualified Bidders shall be opened by NALCO/KPMG. The date and other details related to the opening of Financial Offers shall be communicated in the CPP Portal.
- 7.18.2 The process for shortlisting of Technically Qualified Bidders and details for the Reverse Auction are given in Clause 11.2 and Clause 11.3 hereof.

7.19 Issuance of Letter of Award

- 7.19.1 NALCO/KPMG shall determine the Selected Bidder through the process outlined in Chapter 11.

Before issuance of the Letter of Award or at any stage thereafter, NALCO reserves its right to conduct due diligence on the Selected Bidder at its own costs including right to visit the mines owned/ operated by the Selected Bidder. NALCO may also involve its consultants and advisors in conducting the due diligence and the Selected Bidder shall cooperate with NALCO in the above exercise. The Letter of Award may not be issued to the Selected Bidder if any claim is found to be misleading or untrue in any respect.

- 7.19.2 Upon satisfaction with the due diligence on the Selected Bidder, NALCO shall issue the Bidder with the **Letter of Award (LOA)** confirming that the Bidder is the **Selected Bidder**. Written acceptance and acknowledgment of LOA shall be provided within 07 (seven) days of issuance of such LOA by the Bidding Entity or each Member of the Bidding Consortium (as the case maybe).

- 7.19.3 The Selected Bidder shall promote and incorporate the Special Purpose Vehicle (SPV) within 30 (thirty) days of issuance of LOA. The SPV shall be responsible for performance of the obligations required to be performed by the MDO in the Bauxite Mining Agreement. In case the SPV fails to fulfil its obligations, the responsibility for fulfilment of the obligations contemplated in the BMA shall lie with the Bidding Entity (in case of single bidding entity) or Lead Member of Consortium (in case of consortium bidding). The Selected Bidder shall submit the SPV formation details as per this Clause 7.19.3. The SPV

shall be the entity with whom the Agreement shall be signed and the SPV shall be engaged in no other business, apart from being the MDO for the Pottangi Bauxite Mines. The SPV formation details required to be submitted are as follows:

- i) Certificate of incorporation and/ or registration of the SPV as a Company under the Companies Act, 2013
- ii) Details of shareholding pattern of the SPV
- iii) Memorandum and Articles of Association of the SPV
- iv) Bank account details
- v) PAN, GSTN, TAN
- vi) Composition of the Board of Directors of the SPV - names and identity proofs of the Directors of the SPV
- vii) Name and identity proof of the Authorized Signatory of the SPV

7.19.4 After the Selected Bidder has promoted and incorporated the SPV, the SPV or the Single Bidding Entity or the Lead Member of the Bidding Consortium shall furnish Performance Security as per the BMA in the form of Bank Guarantee (BG) from a Nationalized/Scheduled Commercial bank in the format provided in Appendix-6 of the Agreement, within 30 (Thirty) days from the date of issue of the Letter of Award. It may be noted here that all the subsequent Performance Security – required after signing of the Agreement till the end of Contract Period shall be furnished by the SPV only.

7.20 Signing of Agreement

7.20.1 On receiving the SPV formation details from the Selected Bidder and Performance Security, NALCO/KPMG shall send to the SPV the Agreement (the draft Agreement is attached as Annexure 11 of RFP hereof), incorporating all the corrigendum (a) and addendum (a) issued from time to time by NALCO, along with all the supporting documents and annexures. Bidders are requested to carefully go through the draft Agreement, as it will be binding upon the Selected Bidder and the SPV to sign the Agreement within 45 Days of issuance of LOA, failing which the Bid Security of the Selected Bidder may be appropriated by NALCO in terms of Clause 12.3.7. The Agreement is non-negotiable and no modifications thereto shall be entertained by NALCO except as required due to Change in Law, save for any corrigendum(a) and addendum(a) that may be issued by NALCO in terms of Clause 7.6.

7.20.2 The Bid Security shall be returned to the Selected Bidder after the SPV formation and signing of the Agreement by the Selected Bidder, subject to receipt of the performance security BG by NALCO.

7.20.3 Within 15 (fifteen) days from the date of receipt of valid Performance Security and SPV related details by NALCO, the Agreement along with all the supporting documents and

annexures shall be signed by the representatives of the SPV and the Selected Bidder (each authorized by board resolution), in presence of the Authorized representative of NALCO and shall be made over to NALCO. The place of signing the Agreement shall be the Corporate Office of NALCO at Bhubaneswar.

7.20.4 In case the Selected Bidder is a Bidding Consortium, the Agreement along with all the supportive documents and annexures shall be signed by the Authorized Signatory of the SPV to be incorporated by the Consortium Members. Additionally, the Authorized Signatory of each Consortium Member shall also sign the Agreement and shall remain jointly and severally bound by the terms and conditions of the Agreement and shall be responsible and liable to NALCO for the performance of all contractual obligations throughout the Contract Period, as if it were, individually, the MDO.

7.20.5 The Agreement shall come into force from the date of its signing and shall constitute valid and binding obligations enforceable against both NALCO and the MDO in accordance with and subject to its terms and conditions. Till such time the Agreement is signed, the RFP, LOA, Addendums, Corrigendum/Amendments to the RFP/LOA and the communications exchanged between the parties will be treated as valid and enforceable contract between NALCO and the successful bidder.


7.21 Right to annul the Bidding Process

NALCO reserves the right to annul the Bidding Process at any point of time, without providing any explanation to the Bidders.

7.22 Material Deviation

Material deviations in the Bids received shall include, *inter alia*, the following:

- i) The Techno-Commercial Offer or any accompanying document or Financial Offer submitted by the Bidder is not in accordance with the formats given in this RFP.
- ii) Techno-Commercial Offer is not accompanied by all the documents required to be submitted in terms of this RFP as set out in Clause 8.2.
- iii) It does not contain all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (in formats same as those specified);
- iv) The Techno-Commercial Offer is not accompanied by physical submission of the original documents as set out in Clause 8.3.
- v) The Techno-Commercial Offer is not accompanied by documentary evidence of the credentials of the Bidder(s).
- vi) The Techno-Commercial Offer or Financial Offer submitted by the Bidder is conditional or qualified.
- vii) The Techno-Commercial Offer or Financial Offer submitted by the Bidder is not

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valid for the minimum validity period of 180 (one hundred and eighty) days from the Bid Opening Date or from the extended date, if any.

viii) It is otherwise material deviations in terms hereof.


Note:

NALCO may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. NALCO/KPMG may request that the Bidder submit information or documentation, within 7 (Seven) Days, to rectify non-material nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of NALCO/KPMG may result in the rejection of its Bid. NALCO, however, is not bound to waive such non-conformity under this Clause 7.22.

NALCO reserves the right to reject any Bid which suffers from Material Deviation and no request for alteration, modification, substitution or withdrawal shall be entertained in respect of such Bid.

7.23 Correspondence with the Bidder

Save and except as provided in this RFP, NALCO shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any bid.

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8. Contents of Techno-Commercial Bid


8.1 Bidders shall upload their Techno-Commercial Offer on the CPP portal. Bidders shall further ensure that the documents uploaded on CPP portal are being uploaded properly. NALCO shall not be responsible for corrupted files, if any, uploaded on the CPP Portal. Bidder should note that **no zip file** shall be uploaded online. Further files related to a particular attachment/schedule including their annexures/appendices, if any, shall be given name of that attachment/schedule accordingly.

8.2 Contents of Techno Commercial Offer

8.2.1 The Bidders shall upload online on the CPP portal, the following original documents, related to their Techno-Commercial Offer:

- (i) Covering letter in the format specified in Annexure 1 of this RFP;
- (ii) Details of payment of Bid Security being UTR Number, date, Bank details, etc. as per Annexure-18, in support of payment towards Bid Security; if the Bid Security is submitted by the Bidder in the form of Bank Guarantee, then scan copy of such Bank Guarantee in the format provided in Annexure – 7 of this RFP;
- (iii) In case of Bid Security is being submitted through online payment i.e. through NEFT/RTGS the payment details as per Annexure-18 shall also be shared with the contact person of KPMG as per the data sheet immediately (on the same day of payment). Power of Attorney as per the format set forth in Annexure 4 and Annexure 6 (as applicable) of this RFP, supported by copy(ies) of the Board resolution(s);
- (iv) Duly filled format for qualifying on Clause 6.1.1 and 6.1.2 of the Technical Criteria, in the format specified at Annexure 2 of this RFP along with supporting documents as mentioned below:
 - Statutory auditor certificate, certifying year wise production details for Considered Mineral, Overburden/Waste, as applicable
 - Statutory auditor certificate, certifying the development activities undertaken by the Bidder along with copy of contract clearly specifying scope of activities of the MDO
 - Certificate from the mine owner/lessee certifying year wise production details for Considered Mineral, Overburden/Waste, as applicable and the copy of work order
 - Certificate from the mine owner/lessee certifying the development activities undertaken by the Bidder and the copy of work order

- (v) Duly filled format certified by the Statutory Auditor for qualifying on the Financial Criteria as provided in the Annexure 3 of this RFP along with documentary evidences:
- Audited standalone financial statements of the Bidder/ all members of the Bidding Consortium for the last 3 (three) Financial Years i.e. 2022-23, 2023-24 & 2024-25. In case the audited financial statements of FY 2024-25 are not yet ready, the bidder shall submit unaudited financial statements of FY 2024-25 certified by its statutory auditor or chartered accountant (CA) with UDIN, stating that the audit for the last financial year has not yet been completed.
 - Certificate from statutory auditor certifying the net worth, turnover and cash accrual calculation for the last 3 (three) Financial Years i.e. FY 2022-23, 2023-24 & 2024-25.
- (vi) Affidavit as per the format set forth in Annexure 8 of this RFP
- (vii) Certificate of Total Compliance as per the format set forth in Annexure 9 of this RFP
- (viii) Duly filled check list of the documents as per the format set forth in Annexure 10 of this RFP
- (ix) Copy of EPF registration/ESIC registration document showing EPF code no. of the Bidder/ all members of the Bidding Consortium.
- (x) Copy of GST registration certificate of the Bidder/ all members of the Bidding Consortium.
- (xi) Copy of PAN and TAN of the Bidder/ all members of the Bidding Consortium.
- (xii) Copy of Income Tax returns for the last 5 assessment years (FY 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25) of the Bidder/ all members of the Bidding Consortium.
- (xiii) Certificate of incorporation of the Bidder/ all members of the Bidding Consortium.
- (xiv) Copy of memorandum and articles of association of the Bidder/ all members of the Bidding Consortium.
- (xv) Signed copy of Pre Contract Integrity Pact (as provided in Annexure 13) of NALCO – to be signed by the Authorized Signatory of the Bidder/ all members of the Bidding Consortium.
- (xvi) In case of Bidding Consortium, Consortium Operating Agreement (COA) as per the format set forth in Annexure 5 of this RFP.
- (xvii) Undertaking on Downloaded Tender Document as Per Annexure 12

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- (xviii) Declaration of relative as per Annexure 14
- (xix) Complete set of the Bid Documents (including the Agreement) along with corrigendum/addendum/clarification, if any, to be uploaded after digitally signed by Authorized Signatory on each page.

Note:

All the required documents/certificates certified by Statutory auditor, should be made available through UDIN verification and the statutory auditor should mention the corresponding UDIN in each of its certificate.


8.3 The Bidder shall submit following documents physically in original at the address provided in the Bid Data Sheet

- (i) If the Bid Security is submitted by the Bidder in the form of Bank Guarantee, then original of such Bank Guarantee in the format provided in Annexure – 7 of this RFP;
- (ii) Power of Attorney as per the format set forth in Annexure 4 and Annexure 6 (as applicable) of this RFP;
- (iii) Affidavit as per the format set forth in Annexure 8 of this RFP;
- (iv) In case of Bidding Consortium, Consortium Operating Agreement (COA) as per the format set forth in Annexure 5 of this RFP

8.4 The Techno-Commercial Offers uploaded on CPP Portal and submitted physically **should not contain any information related to Financial Offer by which Bidder's prices are revealed in any manner before opening of their Financial Offers. **In case, the Techno-Commercial Offer is found to contain any information related to the Bidder's Financial Offer, such Bid shall be rejected.****

9. Evaluation of Techno-Commercial Offer

- 9.1 Techno-Commercial Offers shall be evaluated by NALCO/KPMG as per the prevalent policy of NALCO and the decision of NALCO will be final and binding on all parties.
- 9.2 The Techno-Commercial Offers shall be first evaluated to determine whether they are complete and responsive, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed and whether the Techno-Commercial Offer is generally in order. It will be determined whether the Techno-Commercial Offer is of acceptable quality, is generally complete and is responsive to the RFP requirements. For the purposes of determination of this, a responsive Techno-Commercial Offer is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations as set forth in Clause 7.22 and without any objections, conditionality or reservations.
- 9.3 NALCO reserves the right to reject a Techno-Commercial Offer which is not responsive, and may not subsequently be made responsive by the Bidder by correction of the non-responsiveness.
- 9.4 The responsive Techno-Commercial Offers shall then be evaluated in detail to determine whether they are fulfilling the Qualification Requirements specified in Chapter 6 hereof.
- 9.5 During the evaluation of the Techno-Commercial Offers, NALCO/KPMG may, at its discretion, ask a Bidder for clarifications on its Techno-Commercial Offers, including the documentary evidence submitted for the purpose of meeting Qualification Requirements. The request for clarification and the response shall be in writing only. However, no change in the substance of the Techno-Commercial Offers including **substitution of reference mine(s)** for meeting the Qualification Requirements shall be allowed.
- 9.6 NALCO may waive any non-conformity in the Techno-Commercial Offers that does not constitute a material deviation, reservation or omission. NALCO/KPMG may request that the Bidder submit the information or documentation, within 7 (Seven) days, to rectify non-material non-conformities in the Techno-Commercial Offer related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Offer. Failure of the Bidder to comply with the request of NALCO may result in the rejection of its Bid. NALCO, however, is not bound to waive such non-conformity or request the bidder to submit balance information or documentation under this Clause 9.6.
- 9.7 The Techno-Commercial Offers which meet the Qualification Requirements as set out in Chapter 6 shall be recommended by the Bid Evaluation Committee as being qualified and details of all the Technically Qualified Bidders shall be provided in the CPP Portal. The details about the opening of their Financial Offers as set out in Chapter 11 of this RFP shall also be communicated.

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10. Contents of Financial Bid

10.1 Submission of Financial Offer

The Financial Offer shall be submitted online through the CPP Portal in the format provided therein.

10.2 Initial Price Offer


The Financial Offer shall consist of the Initial Price Offer for the Mining Charge to be quoted by Bidders. The Initial Price Offer shall be in INR per MT/tonne only (without any decimal part) and it shall not be more than the ceiling Price. The price quoted by the MDO shall be exclusive of GST.

10.3 Ceiling Price for Initial Price Offer

NALCO has fixed a ceiling price for Initial Price Offer to be submitted by the Bidders. The ceiling price for Initial Price Offer is INR 955 /- Per MT/tonne (Rupees Nine Hundred Fifty-Five) only. The bidders shall not quote more than the ceiling Price. The financial bids which are above the Ceiling Price fixed for Initial Price Offer shall be outrightly rejected.

Important notes and Terms & Conditions for Price Offer:

- The ceiling price for the Initial Price Offer (IPO) IS INR 955/-Per MT/tonne which shall be inclusive of excavation, crushing, processing, handling, transportation charges through OLC to Alumina Refinery of NALCO at Damanjodi and other incidental charges, in accordance with the provisions of the Mining Agreement
- Till the completion of the OLC i.e. during initial period of road transportation of the Bauxite Ore to Damanjodi Refinery, MDO shall be paid 80% of the final negotiated price (with applicable escalation) as Mining Charge and additional INR 490 (Rupees Four Hundred Ninety) per MT including applicable escalation shall be paid against Truck Transportation to Damanjodi Refinery including loading, unloading and feeding to the inline conveyor of Alumina Refinery or stacker reclaimer.

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11. Opening of Financial Offers

11.1 The Financial Offers of only the Technically Qualified Bidders shall be opened.

11.2 Eligibility to Participate in the Reverse Auction (RA)

After opening of the initial price offer, system shall display L1 bidder price based on overall price automatically.

Reverse Auction would be conducted amongst all the Technically Qualified Bidders except the H1 Bidder (whose initial price offer is highest among the Technically Qualified Bidders). The technically qualified H1 bidder will not be allowed to participate in RA. However, H1 Bidder will also be allowed to participate in the RA if no. of technically qualified bidders is only 2 or 3.

In case, multiple H1 Bidders, all H1 Bidders shall not be eligible to participate in the Reverse Auction, provided minimum 3 (Three) bidders remain in fray, else no elimination.

However, in case of only one Technically Qualified Bidder, RA shall not be conducted and NALCO may select that Technically Qualified Bidder as the “Selected Bidder”, provided that Initial Price Offered by that bidder is considered to be reasonable in the discretion of NALCO. In such a case, the lowest Initial Price Offer thus obtained shall be the L1 Price.

11.3 Reverse Auction

11.3.1 The lowest Initial Price Offer received from the technically qualified bidders shall become the Applicable Ceiling Price for Reverse Auction. During the Reverse Auction, the Technically Qualified Bidders who are eligible to participate in the Reverse Auction (as determined in terms of Clause 11.2) shall be permitted to place their Final Price Offer(s) for the Mining Charge on the CPP portal, provided it is lower than the Applicable Ceiling Price by at least a **decrement amount of INR 1/-** (One Rupee only) per tonne. **Maximum Seal Percentage** i.e. the maximum reduction that can be allowed in the bidding process in a single go shall be **3%** of the ceiling price fixed for RA. The Technically Qualified Bidder who submits the lowest Final Price Offer at the conclusion of Reverse Auction process shall be the “**Selected Bidder**” and the lowest Final Price Offer thus obtained shall be the L1 Price, subject to acceptance of the same by NALCO.

11.3.2 The participation in the reverse auction by an eligible bidder is voluntary. It is solely at the discretion of the bidder to participate in the auction. If a technically qualified bidder is not interested to participate in the auction, then initial price offered by that bidder


shall be treated as final price of that bidder.

11.3.3 In case none of the Technically Qualified Bidders, participate in the Reverse Auction and no Final Price Offer is received by NALCO, NALCO may select the Technically Qualified Bidder with the lowest Initial Price Offer as the Selected Bidder, provided that such Initial Price Offer is considered to be reasonable in the discretion of NALCO. In such a case, the lowest Initial Price Offer thus obtained shall be the L1 Price. In the event of determination of Selected Bidder under this Clause 11.3.3, the Initial Price Offer of 2 (two) or more L1 Bidders, who are Technically Qualified Bidders, are the same (the “**Tie Bidders**”), NALCO shall at its discretion:

- (a) Either declare the Bidder with the highest average annual turnover (to be determined by NALCO/KPMG on the basis of the audited financial statements submitted by such Bidders as part of their Techno-Commercials Bids) in the last 3 (three) financial years as the Selected Bidder and the L1 price shall be the Initial Price Offered by that Bidder.; or
- (b) Invite fresh bids.

11.4 **Negotiation**

NALCO reserves the right to negotiate the price with the Selected Bidder before issue of the LOA and the final price post negotiation shall be the awarded Mining Charge.

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12. Additional Information to Bidders

12.1 Transfer of Bidding Document

The Bidding Documents are not transferable and can only be used for submitting Bids by the prospective Bidder or in case of a Bidding Consortium, the Lead Member who has to register on the CPP Portal.

12.2 Consortium Operating Agreement (COA)

- 12.2.1 In case the Bidder is a Bidding Consortium, the Bidder shall be required to furnish a legally enforceable Consortium Operating Agreement in original as per the format enclosed at Annexure 5 hereof. The Consortium Operating Agreement may not be amended, modified and /or superseded by any agreement, deed or document by the Consortium Members.
- 12.2.2 Upon being determined as the Selected Bidder by way of issuance of Letter of Award (LOA), all the Consortium Members shall decide mutually the modality for developing and operating Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities through formation of a SPV company constituted under the applicable Indian Law. The SPV or the Lead Member of the Bidding Consortium shall furnish the 1st Performance Security and the Consortium Members and the SPV shall sign the Agreement as per Clause 7.20 hereof.
- 12.2.3 The Lead Member of the Bidding consortium shall have at least 51% of the total paid-up share capital of the SPV company and the other Consortium Member shall have at least 26% of the total paid-up share capital of the SPV company. The Lead Member should also have majority control of the Board of Directors of the SPV. All members of the Bidding Consortium shall continue to retain above minimum holding till complete tenure of the Contract Period. Any change in the equity shareholding in the SPV company or change in constitution of the Board of Directors of the SPV must be done after due consent of NALCO, which may be denied by NALCO, at its own discretion. NALCO may grant such approval subject to the terms and conditions as it may deem fit. Any change in the equity shareholding in the SPV company or change in constitution of the Board of Directors of the SPV without the consent of NALCO will be treated as breach of contract and it will be in the discretion of NALCO to take all required actions, including but not limited to termination of contract at the risk and cost of the SPV and the consortium members who have formed the same.
- 12.2.4 The Bidding Consortium shall necessarily identify one of the members as Lead Member, be evidenced by the submission of a notarized Power of Attorney in favour of the Lead Member signed by the legally Authorized Signatories of all the Consortium Members.

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12.2.5 The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Bidding Consortium and entire correspondence till the formation of SPV company shall be done exclusively with the Lead Member. Subsequent to its formation, the SPV company shall be responsible for all contractual obligations. All payments under the Agreement shall be made to the SPV company only.

12.2.6 In case of a Bidding Consortium, the Bid Security shall be provided by the Lead Member of the Bidding Consortium, and in the event of award to Bidding Consortium, the Performance Security shall be submitted by the SPV formed by the members of the Bidding Consortium or the Lead Member (only the 1st performance security) of the Bidding Consortium. However, obligations shall not be affected by any change in the constitution or control of the Bidding Consortium and continue to be applicable to the Consortium Members and the SPV formed in line with the provisions of Bidding Documents.

12.3 Bid Security/EMD

12.3.1 Bidders as part of their Techno-Commercial Offer shall submit a Bid Security; the amount of the Bid Security as indicated in the Data Sheet hereof. Bid Security is payable through NEFT/e- payment or Bank Guarantee. No interests, charges or any amounts on/with respect to the Bid Security EMD shall be payable by NALCO to any bidder.

If the Bid Security is paid through NEFT or e- payment, the same shall be made to NALCO's bank account, details of which are as follows:

Name of the Beneficiary: National Aluminium Company Ltd.

Name of the Bank : State Bank of India (SBI)

Account No : **10044880013**

Branch Details : STATE BANK OF INDIA, SME BRANCH, NALCO CORPORATE OFFICE CAMPUS, NALCO BHAVAN, P1 NAYAPALLI, BHUBANESWAR-751013

IFSC Code No. : **SBIN0009817**

In case of Bid Security is being submitted through online payment i.e. through NEFT/RTGS the payment details as per Annexure-18 shall also be shared with the contact person of KPMG as per the data sheet immediately (on the same day of payment).

If the Bid Security is submitted by the Bidder in the form of a Bank Guarantee, such Bank Guarantee shall be issued by any Scheduled Commercial Bank in the format provided in Annexure – 7 of this RFP, and such Bank Guarantee shall be enabled to be invoked at its branch in Bhubaneswar. The original of such Bank Guarantee shall be submitted by Bidders I at the time of physical submission of documents related thereto and confirmed through Structured Financial Messaging System (SFMS) as provided in Clause 12.3.4.

In case the Bid Security is being submitted in the form of Bank Guarantee, it should be valid for a period of at least 270 (two hundred and seventy) days from the Bid Due Date and have an additional claim period of 1 year.

- 12.3.2 For Bidders who are not Technically Qualified, the Bid Security shall be returned within 15 (fifteen) days of the announcement of the list of the Technically Qualified Bidders, subject to the conditions specified in Clause 12.3.7 of this RFP.
- 12.3.3 For the Technically Qualified Bidders who are not the Selected Bidder, the Bid Security shall be returned within 15 (fifteen) days from the signing and execution of the Agreement with the SPV formed by the Selected Bidder.
- 12.3.4 During Bid submission, if the Bid Security submitted by the Bidder is in the form of NEFT or e- payment, the scanned copy of the Details of payment of Bid Security including UTR Number, date, Bank details, etc. in support of payment towards Bid Security shall be uploaded by the Bidder on CPP Portal as part of its Techno-Commercial Offer. If the Bid Security submitted by the Bidder is in the form of a Bank Guarantee, copy of the Bank Guarantee shall be uploaded by the Bidder on the CPP Portal as part of its Techno-Commercial Offer, while the original Bank Guarantee shall be submitted with the original documents as specified in Clause 8.3.
- 12.3.5 Any submission of Bid not accompanied by the details of payment of Bid Security being UTR Number, date, Bank details, etc. in support of payment towards Bid Security through NEFT or e-payment **or** scanned copy of the original Bid Security Bank Guarantee (as the case may be) within the Due Date as per Data Sheet shall be rejected as being non-responsive. No Bidder shall be exempted from the requirement of submitting the Bid Security and physical submission of required details thereof.
- 12.3.6 In case the tender process is annulled by NALCO, the Bid Security of all the Bidders shall be refunded within 15 (fifteen) days from the date of annulment.
- 12.3.7 Any refund of Bid Security shall be subject to the provisions of this Clause 12.3.7. The Bid Security shall be forfeited and appropriated by NALCO as a genuine pre-estimated compensation and damages payable to NALCO for, *inter alia*, the time, cost and effort of NALCO without prejudice to any other right or remedy that may be available to NALCO hereunder, or otherwise, under the following conditions:
 - (a) if the Bidder alters or modifies or revokes its Bid, partially or fully, during the Bid Validity Period or any extension granted thereof as per terms of this RFP, except in accordance with Clause 7.14 hereof;
 - (b) if any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent or in case of any material misrepresentation of facts;
 - (c) if the Selected Bidder fails to furnish the Performance Security and SPV formation

details within 30 days from the date of issue of the Letter of Award;

- (d) if the Selected Bidder fails to sign the Agreement within 15 (fifteen) days from the date of receipt of valid Performance Security and submission of details of SPV formation, whichever is later;
- (e) if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or Bid rigging as specified in Clause 12.5 of this RfP;
- (f) if a Bidder withdraws its Bid before completion of the Bidding Process during the Bid Validity Period, except in accordance with Clause 7.14 hereof;
- (g) If the Bidder is otherwise in breach of the terms of this RFP;
- (h) in case the Selected Bidder, does not comply with the requirements of the Financial Offer;
- (i) in case the Techno-Commercial Offer of a Bidder contains any information on the Financial Offer of the Bidder;
- (j) if a Bidder submits a conditional or a qualified bid;
- (k) If a Bidder submits more than one Bid, in such case the Bid Security of all such Bids may be forfeited and appropriated by NALCO.
- (l) if the Selected Bidder denies to accept the Letter of Award.


12.4 Performance Security

12.4.1 Performance Security shall be as per Article 9 of the Agreement.

12.4.2 The Selected Bidder, upon issue of LOA, shall be required to submit the Performance Security amount in accordance with the provisions of the Agreement as given in the Data Sheet. The Performance Security shall be renewed / extended so as to remain valid for the entire Contract Period stated in the Agreement. The Performance Security shall be valid for a period not less than 12 (twelve) months and shall be renewed/ extended in steps of 12 (twelve) months thereafter, at least 3 (three) months prior to the expiry of validity.

12.4.3 If it is observed that the Selected Bidder has declined to take up the work at the agreed rate, the Bid Security or Performance Security as the case may be, deposited by the Bidder shall be forfeited. If the Bidder does not commence the work after depositing Performance Security or fails to cope up with the progress of work as per the schedule or further if it is detected that the information and documents submitted with the Bid are false, the agreement will be cancelled unilaterally, and Performance Security shall be forfeited as per the provisions of Agreement.

12.4.4 In case the Selected Bidder fails to form a SPV or furnish the Performance Security and

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SPV formation details and sign the Agreement within 45 Days of issuance of LOA or any extension thereof, NALCO reserves the right to cancel the Letter of Award and appropriate the Bid Security of the Selected Bidder in terms of Clause 12.3.7.


- 12.4.5 Confirmation of Bank Guarantees (including Bid Security and Performance Security or any other Performance Guarantee) through Structured Financial Messaging System (SFMS): While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS to Employer's Beneficiary Bank whose details are provided herein below:

1.	Name of the Beneficiary	National Aluminium Company Ltd.
2.	Account Number	10044880013
3.	IFS CODE	SBIN0009817
4.	Name of the Bank and Branch	STATE BANK OF INDIA, SME BRANCH, NALCO CORPORATE OFFICE CAMPUS, NALCO BHAVAN, P1 NAYAPALLI, BHUBANESWAR-751013

12.5 Corrupt or Fraudulent Practices

- 12.5.1 Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, NALCO may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or Bid rigging in the Bidding Process.
- 12.5.2 Without prejudice to the rights of NALCO under Clause 12.5.1 herein above, if a Bidder is found by NALCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or Bid rigging during the Bidding Process, such a Bidder shall not be eligible to participate in any tender or RFP issued by NALCO during a period of 2 (two) years from the date on which such Bidder is found by NALCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. NALCO shall also take remedial measures against such Bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or Bid rigging.

- 12.5.3 For the purposes of this Clause 12.5, the following terms shall have the meaning


<div data-bbox="280 78 660 152" data-label="Page-Header">  </div> <div data-bbox="173 183 762 212" data-label="Page-Header"> RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25 </div>	<div data-bbox="764 76 1442 217" data-label="Page-Header"> Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities </div>
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hereinafter respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of NALCO who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Letter of Award or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of NALCO, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the Letter of Award or after the signing of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of NALCO in relation to any matter concerning the Project;
- (b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts or submission of incorrect facts/false declaration, in order to influence the Bidding Process;
- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by NALCO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest as defined in Clause 6.5;
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process; and
- (f) **“collusive bidding”** or **“Bid rigging”** means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for Bids or adversely affecting or manipulating the process for bidding.

12.6 Pages to be initialed

All the pages of all the sections of the Bid Documents including the RFP, the Agreement, corrigendum/addendum along with annexed documents shall be serially arranged and

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digitally signed by the Bidder at the bottom left-hand corner of each page and uploaded in the CPP Portal.

12.7 Notice and Communication

- 12.7.1 A Bidder is required to state its correct and complete postal address with PIN code in the Techno-Commercial Offer (as part of covering letter) and shall also indicate its e-mail and website, if maintained. All notices and communications to any Bidder by the NALCO or vice versa shall be deemed to have been served if delivered personally under proper acknowledgement or sent if posted with proper postal address by registered post with AD or speed post or sent through e-mail. Notices and communications sent by registered post with AD or speed post in India shall be deemed to have been served after a lapse of clear 7 (seven) days from date of mailing or as it may emerge from the tracking record of India Post Website.
- 12.7.2 All notices and communications addressed by the NALCO to the Bidder or by the Bidder to the NALCO concerning the work to be executed under the Agreement shall be in writing.

12.8 Confidentiality

NALCO and the Bidder shall retain in confidence the contents of this RFP and any information obtained as a result of negotiation and performance of this RFP which either party identifies to the other as being proprietary or confidential in nature, except that NALCO or the Bidder may disclose such information to their respective professional advisors/consultants and to the lender or proposed lender and such person agree to maintain the confidentiality of the RFP. It is understood, however, that such information may also be disclosed when required by a court, the Government, the Parliament, any Government Agency or any other statutory authority that may rightfully demand the same.

The provisions of the preceding paragraph shall not apply to

- (a) any information in the public domain otherwise than by breach of this RfP;
- (b) information in the possession of the receiving party thereof, before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality ;and
- (c) information obtained from a third party who is free to divulge the same, which is not obtained under any obligation of confidentiality.

Any contravention of the provisions of this Clause 12.8 will tantamount to breach of this RFP leading to rejection of the Bid.

12.9 Proprietary Data and Resources

All documents and other information supplied by NALCO or submitted by a Bidder to NALCO shall remain or become the property of NALCO. Bidders shall treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids. During the Contract Period, the MDO shall not, without the prior written consent of NALCO, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by NALCO.

12.10 Right to Reject any Bid

12.10.1 NALCO reserves the right to accept, negotiate or reject any Bid, & to cancel the Bidding Process and reject all Bids, at any time prior to the issue of Letter of Award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the NALCO's action.

12.10.2 NALCO reserves the right to reject any Bid if:

- (a) at any time, a material misrepresentation/false declaration/incorrect statement is made or discovered; or
- (b) the Bidder does not provide, within the time specified by NALCO, the supplementary information sought by NALCO for evaluation of the Bid/tender; or
- (c) the Bid/tender is conditional or qualified.

12.10.3 If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then NALCO reserves the right to take appropriate measures against the Selected Bidder including forfeiture of its Bid Security / Performance Security and the annulment of this tender process.

12.10.4 In case it is found during the evaluation or at any time before signing of the Agreement, that one or more of the Qualification Requirements as set out in Chapter 6 have not been met by the Selected Bidder, or that the Selected Bidder has made misrepresentation or has given any incorrect or false information or forged document, the Selected Bidder shall be disqualified forthwith if not yet appointed as the MDO either by issue of the LOA or entering into the Agreement, and if the MDO has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by NALCO to the Bidder, without NALCO being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which NALCO may have under this RFP, the Bidding Documents, the Agreement or under the Applicable Laws. Also NALCO reserves the right to take appropriate measures against

the Selected Bidder including forfeiture of its Bid Security/ Performance Security.

12.10.5 In case it is observed that the documents/information submitted by the Bidder are not correct and do not conform to the terms & conditions and formats of the Bid Documents and/or are not genuine, it will be sufficient cause for rejection of the Bid. NALCO reserves the right of rejection of any or all the Bids received, without assigning any reason thereof and the Bidder shall not be entitled to any costs, charges or expenses incidental to or connected with preparation and submission of its Bid. If any part of the work under scope of this Bid Document is not quoted for, the Bid is liable to be rejected by NALCO.

12.10.6 Bids received which are otherwise than on the prescribed lines, form, and pattern described and instructions given herein are liable to be rejected.

12.10.7 Any form of canvassing in connection with Bids and /or Bids containing uncalled for remarks are liable to be rejected.

12.10.8 Any Bid with any modification (s) and /or special additional condition (s) of the Bidder is liable to be rejected. Corrections and /or alterations in the Bid are liable to be rejected, unless all such corrections and alterations are duly signed and attested by the Authorized Signatory of the Bidder.


12.10.9 Any other statutory or legal disqualification or any condition provided herein prohibiting a Bidder to compete for the Bid shall be binding.

12.10.10 NALCO in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Bidder in order to receive clarification or further information;
- (c) qualify or not to qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- (d) retain any information and/ or evidence submitted to NALCO by, on behalf of, and/ or in relation to any Bidder; and/ or
- (e) independently or otherwise verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

12.11 Independent External Monitors (IEM)

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

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12.11.2 At present, the following three Independent External Monitor(s) (IEMs) are there in NALCO.

Smt. Deepa Krishna IRS (Retd.) e-mail: deepakrishna@gmail.com	Dr. Meeran C Borwankar IPS (Retd.) e-mail: mcborwankar@gmail.com	Ms Hare Krushna Das IAS (Retd.) E-mail: hkdash184@hotmail.com
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12.11.3 IEM is authorized to examine /consider all references made to it under this RFP. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated contact person as per Bid Data Sheet or directly with the IEMs at above Address.

12.11.4 The Independent External Monitors (IEMs) have the right to access without restriction to all Project documentations of the NALCO including that provided by the Bidder. The Bidder will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to its Project Documentations. The same is applicable to Subcontractors engaged by MDO. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Subsidiary (IES) and/or Holding Company and/or Subsidiary (IES) of its Holding Company / Consortium members/Subcontractors with confidentiality.

12.11.5 Tender Inviting Authority, KPMG is the Nodal Officer for necessary coordination in this regard.

12.11.6 If the Employer has terminated the Contract pursuant to Section-3 of the Integrity Pact (IP), NALCO shall encash the Performance Bank Guarantee/Performance Security, in accordance with Section 6 of Integrity Pact.

12.12 **Governing Law & Jurisdiction of Courts:** The Bid Document shall be governed by and interpreted in accordance with laws in force in India and the Courts at Bhubaneswar, Odisha, India shall have exclusive jurisdiction over matters relating thereto. Any dispute arising out of this tender shall be resolved as per the provisions set forth in Article 40 of the draft BMA attached herewith.

13. Instructions on E-tendering and Reverse Auction on CPP Portal

13.1 Synopsis

- 13.1.1 The selection and engagement of Mine Developer cum Operator for Pottangi Bauxite Mines along with Overland Conveyor and allied facilities shall be through e-tendering followed by Reverse Auction. The entire process shall be held on the CPP Portal (<https://eprocure.gov.in/eprocure/app>).
- 13.1.2 The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
- 13.1.3 Hence, Bidders are requested to read these instructions and terms and conditions before submitting their Bids.

13.2 Registration

- 13.2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 13.2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 13.2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 13.2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 13.2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 13.2.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

13.3 Bid Document Cost

The Bidder shall not have to pay "Bid Document Cost" against this tender.

13.4 Searching for Tender Document

- 13.4.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as

Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 13.4.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 13.4.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

13.5 Bidding Process

- 13.5.1 The entire set of RFP along with Agreement and corrigendum/clarification 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.
- 13.5.2 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
- 13.5.3 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.
- 13.5.4 Corrigendum and/or Clarification, if any issued for the NIT shall form part of the Tender Documents. Corrigendum and/or Clarifications will be hosted on the web-site www.eprocure.gov.in and no separate intimation will be given to the bidders or released in the press. Bidders are requested to visit the web-sites from time to time to note the Corrigendum and/or Clarifications before submission of their bid. NALCO shall not be responsible if any bidder omits to notice any Corrigendum and/or Clarifications and make necessary change if required in their submitted final bid.
- 13.5.5 The bidders are advised to submit the tender document online well in advance before the prescribed time to avoid any last-minute hitch / problem.
- 13.5.6 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.
- 13.5.7 Further, bid shall be evaluated based on documents furnished. So bidder must ensure that all relevant documents are furnished at the time of submission of offer.

13.6 Preparation of Bid

- 13.6.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 13.6.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

13.6.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

13.6.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

13.7 Submission of Bid

- 13.7.1 Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 13.7.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 13.7.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 13.7.4 Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 13.7.5 The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by NALCO/KPMG in the CPP Portal during tender creation. Format of the price bid is also provided in Annexure-17. However, Bidder shall download the format from the CPP Portal, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. The Price Bid of the Bidders shall have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by NALCO/KPMG without any further reference to the Bidder.

- 13.7.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 13.7.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 13.7.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 13.7.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 13.7.10 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

13.8 Deletion / Modification/ Withdrawal of Bid

The e-Procurement system allows the bidders to modify and resubmit their bid documents before the 'closing date and time for bid submission' for the tender. After the closing date of bid submission, the bidders are not allowed to make any changes to their bid documents. Further, the option for the bidders to withdraw or resubmit their bids is optional, and it is up to the procuring entity to enable these options in the system on a case-to-case basis for each tender. The System will overwrite the old bids and only the latest uploaded document is retained. If you are resubmitting even a single document, the entire packet is to be resubmitted. Hence, it is within the purview of GFR-2005.

13.9 Physical Submission

- 13.9.1 The list of original documents to be physically submitted is provided in Clause 8.3 hereof.
- 13.9.2 As mentioned in Clause 7.11.3, the documents shall be submitted in an envelope bearing the caption "Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities". The name of the Bidder as well as the communication address, mobile number and e-mail of its Authorized Signatory of the Bidder shall be typed on the envelope.

- 13.9.3 The sealed envelope shall be submitted at the office of NALCO at the address given in the Data Sheet hereof, within the Bid Due Date as indicated in the Schedule of Bidding Process hereof. Any sealed envelope received after the Bid Due Date shall not be received.
- 13.9.4 Documents submitted elsewhere and/ or after the scheduled time as set out in the Schedule of Bidding Process hereof shall not be considered.
- 13.9.5 The Bidders should also note that online submission of Techno-Commercial Offer and the Financial Offer with supporting documents and offline physical submission of certain original documents shall be allowed only up to the Bid Due Date. Bidders in their own interest are advised to complete the entire process well in advance to avoid any last minute hiccup / technical problems. No complaints shall be entertained in this regard at any stage.


13.10 General Guidelines on Reverse Auction

- 13.10.1 The techno-commercially qualified bidders (who are not eliminated by the system from participation in the auction as per elimination criteria set in clause 11.2) shall be eligible to participate in Reverse Auction Process as per Clause 11.2 & 11.3.
- 13.10.2 The commencement of reverse auction shall be scheduled in CPP Portal & the reverse auction window shall remain open for minimum one hour from the start time. The eligible Techno-commercially qualified bidders will receive Auction information through SMS & email. However, bidders are always advised to visit web site/ portal regularly to keep them updated and to timely act upon wrt auction/other requirement of this RFP. The participating bidders get an opportunity to reduce their prices. It allows bidders multiple opportunities to offer a price.
- 13.10.3 If a bidder does not participate in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The inter-se position of the said bidder shall be considered based on their position on completion of reverse auction.
- 13.10.4 Starting bid price shall be the L-1 Initial offer price received against the tender.
- 13.10.5 Procedure in submission of bids by the bidders during Reverse/Forward auction online.
- Bidders shall login using their login ID & Password and then using DSC.
 - Click on My Auctions button given in left side of page, to view Action details for which Techno-Commercially qualified.
 - For participating in Live Auction,
 - Click on Live Auction Button.
 - Click on View button to participate in interested Auction.
 - There is List of qualified Lots in which Bidder can participate against selected Auction.
 - Click on Hammer Icon to participate in the respective lot.
 - On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. Current Price is appearing as Blank (-) in case no bidder has offered price.

- Enter your Price in 'My Auction Price' in multiples of decremental value up to Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.
- System will display current auction price, auction submitted date/time (last successfully quoted date & time), Auction scheduled date & time, auction extended time up to (if any) etc.
- On clicking "Refresh" link in the screen, the screen will be reloaded and will show your latest value/price quoted and system will show Least Amount/ Rate which any Bidder would have quoted.

- 13.10.6 Bid Decremental Value shall be as defined & indicated in auction creation form of CPP Portal. Decrement amount shall be INR 1/- (One Rupee only) per tonne and its multiples.
- 13.10.7 The server time (which is displayed on the bidders' dashboard after login) will be considered as the standard time for referencing the deadlines for participation in the live auction and other process during auction in the portal. The bidder shall follow server time (server system clock) for all activities on the portal. The time followed in this portal as per the Indian Standard Time (IST) which is GMT+5:30.
- 13.10.8 The live auction will be auto extended automatically by "Auto Extension Time which shall be fixed at 10 Minute" if a valid and digitally signed bid has been successfully recorded in the system during the "Auction Elapse Time" before auction closing. The Server time will be considered final and all bids that are received and recorded by the server before the auction close time (as per the server time) only shall be treated as valid bids. Bidder should follow the auction end/close time displayed on the screen.
- 13.10.9 During the auction the bidders are also advised to click "Refresh" link for refreshing their webpage to get the latest information about the status of the auction. The Live Auction window will remain same and also time remaining will be ticking, even in the event of disconnection of bidder computer system, Network/Internet. The bids submitted by other bidders during the time of disconnect of bidder computer system will not be displayed on your screen. The other bidder might have become L1 for the item during this time. To overcome this situation the bidders are also advised to click "Refresh" link for refreshing their webpage frequently.
- 13.10.10 A bidder can continue to revise his bid till the auction ends. However, the Bidder cannot quote/Bid equal to the Leading / Lowest Bid. He must always quote lower than the Leading/Lowest Bid site.
- 13.10.11 The last (latest) successful bid price quoted by bidder will be considered as valid price at any point of time during auction.
- 13.10.12 The chronologically last (latest) bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by the bidder and acceptance of the same by the Tender Inviting Authority will form a binding contract between NALCO and the bidder for entering into a contract.
- 13.10.13 For those bidders, who are eliminated from participating in the auction process or bidders who are eligible for auction but not provided any price during auction, the rate quoted in the initial price offer of the tender will be considered as final price.

- 13.10.14 Internet connectivity and other paraphernalia requirements shall have to be ensured by bidder themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., bidders are requested to make all the necessary arrangement / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the live auction successfully. However, the bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- 13.10.15 Non submission of bid/quote during live auction within due date/time following due process prevalent at that time in the portal due to failure of computer system, power, network, internet connectivity or delay in performance or otherwise at Bidder's end or any other reasons for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Tender Inviting Authority will be held responsible for the same in any manner.
- 13.10.16 Bidder shall not divulge their bids to any other party during auction. If a bidder or any of its representatives are found to be involved in price manipulation/cartel formation of any kind, directly or indirectly by communicating with other bidders, strict action including blacklisting shall be taken against such bidders as per the procurement guidelines/policies of NALCO.
- 13.10.17 After the conclusion of the online reverse auction, all bidders who have participated in Reverse Auction will see the Overall Comparative Chart and L1 price of the Auction.
- 13.10.18 Based on the L1 price of each bidder as well as price quoted in the tender by the non-participating bidder, comparative chart will be generated by the system and accordingly, further financial evaluation processing will be done by the Tender Inviting Authority.
- 13.10.19 The Tender Inviting Authority reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 13.10.20 Bidding will be conducted only in Indian Rupees as indicated in the RFP.
- 13.10.21 Price shall be valid for 180 (one hundred eighty) days from the date of reverse auction.
- 13.10.22 Other relevant parameters shall be displayed in the CPP Portal reverse auction window.
- 13.10.23 **Elapsed time:** Shall be fixed at 10 (ten) minutes. There will be auto extensions of time, every time, (by ten minutes) in case of any reduction recorded in the last auto-extension-time-duration. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.
- 13.10.24 **Maximum Seal Percentage:** It is the maximum reduction that can be allowed in the bidding process in a single go. Maximum Seal Percentage shall be 3% of the ceiling price fixed for RA. Higher reduction will not be allowed by the system. This protects any possible mistakes by bidders. For any higher discount, the bidder has to repeat the action and the system allows it.
- 13.10.25 Bid Decremental Value & Maximum Seal Percentage shall be finalized keeping in view the L-1 price and the same may be different than the values mentioned in this RFP and will be declared/uploaded in CPPP. In order to have trouble –free elementary level reverse auction process, NALCO reserves the right to make any changes, as deemed fit.

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13.11 Digital Signature

- 13.11.1 The Authorised Representative/Signatory of the Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing type to be able to submit its Bid and to participate in the Reverse Auction on CPP Portal. For this purpose, Bidders shall be required to authorize its Authorized Signatory to procure a valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 13.11.2 Bidders may kindly note that only one User ID will be mapped with a given DSC for the Authorized Signatory. DSC once mapped with a particular User ID of a Bidder will normally not be changed and therefore, the Bidders are advised to carefully select the DSC before using it at CPP Portal.
- 13.11.3 The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder shall submit online.
- 13.11.4 It shall be the sole responsibility of the Bidder and its respective Authorized Signatory to maintain the secrecy of the password for the Digital Signature Certificate (DSC). The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complain/ representation in this regard shall be entertained at any stage by CPPP/ NALCO

13.12 Assistance to Bidders on Bid Submission

- 13.12.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 13.12.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk no mentioned below.
0120-4001 062
0120-4001 002
0120-4001 005
0120-6277 787


Note: - The national toll-free number for the helpdesk is 18002337315

E-mail support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Annexures

 RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25	Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities
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Annexure 1: Format for Covering Letter

(See Clause 8.2.1(i) of the RFP)

(To be submitted on the letterhead of the Bidder or the letterhead of the Lead Member of the Bidding Consortium)

Letter No. _____ Dated: _____

From

Bidder's / Name and Address

Details of Authorized Signatory

Name :

Designation :

Telephone No.:

Mobile No. :

Fax No. :

Email :

To

KPMG Assurance and Consulting Services LLP

Tender Inviting Authority on behalf of NALCO

Dear Sir,

Subject: Submission of Bid for Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities.

1. With reference to your RFP No. xxx dtd. xx.xx.2025, we have carefully gone through the Bidding Documents and understood and accepted their contents and hereby submit our Bid for Selection and engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities as mentioned in the RFP. Our Bid is unconditional and unqualified. We are submitting our Techno-Commercial Bid as part of the requirements of the Bidding Process.
2. {We,-----¹, a company duly incorporated under the {Companies Act, 1913/ Companies Act, 1956/ Companies Act, 2013} and having its

¹ Name of Bidder

registered office at -----, India (hereinafter referred to as the “Bidder”) are hereby submitting our Bid.


OR

We, [●] (hereinafter referred to as the “Bidder”) are hereby submitting our Bid as a Bidding Consortium, comprising of the following members:

- (i) [●] being a company within the meaning of Companies Act, 2013 and having its registered office at [●], India as the Lead Member; and
- (ii) [●] being a company within the meaning of Companies Act, 2013 and having its registered office at [●], India; as the Non- Lead Member

3. We acknowledge that NALCO will be relying on the information provided in the Bid and the documents accompanying the Bid for qualification of the Bidders, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading or suppression of material facts; and all documents accompanying the Bid are true and authenticated copies of their respective originals.
4. This Bid is being submitted for the express purpose of our qualification as a Bidder for the being selected as Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities.
5. We shall make available to NALCO any additional information it may find necessary or require to supplement or authenticate our Bid.
6. We acknowledge the right of NALCO to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We declare that:
 - a. We are duly organized, validly existing and in good standing under the prevalent laws of Government of India and Government of Odisha;
 - b. We have full power and authority to execute, deliver and perform our obligations under this RFP and to carry out the transactions contemplated hereby;
 - c. We have financial standing and technical capacity to undertake the Development and operations of **Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities;**

- d. We undertake that the RFP or the Agreement is subject to all the applicable laws of India and we expressly and irrevocably waive any immunity in any jurisdiction in respect thereof;
 - e. We declare that if we become the Selected Bidder, we shall carry out the works in accordance with the terms as set forth in the RFP and draft BMA attached thereto by duly adhering to **Good Industry Practice** and any breach thereof shall be construed as a breach of the Contract;
 - f. We have examined and have no reservations to the RFP document, including any corrigendum/ addendum/amendment issued by NALCO;
 - g. We have not directly or indirectly or through an agent or surrogate engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 12.5.3 of the RFP, in respect of any bid or request for proposal issued by or any agreement entered into with NALCO or any other public sector enterprise or any government, Central or State; and
 - h. We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 12.5 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that NALCO may cancel the Bidding Process at any time and that NALCO is neither bound to accept any Techno-Commercial Bid or any Financial Offer that NALCO may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 12.10 of the RFP.
 9. We declare that we or our related parties are not another Bidder or submitting Bid for Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities.
 10. We undertake that in case due to any change in facts furnished by us or circumstances pertaining to us during the Bidding Process or thereafter, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate NALCO of the same immediately.
 11. The Bid submitted by us shall be valid for a minimum period of 180 (one hundred and eighty) days from Bid Opening Date or any extension thereof as desired by NALCO.
 12. We further declare that by submitting this Bid, we agree to be bound by the terms and conditions of the RFP document.

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Thanking you,
Yours faithfully,

(Signature of Authorized Signatory)


Name:

Designation:

Common Seal:

Date:

Place:

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Annexure 2: Format for Qualifying on the Technical/Experience Criteria


(See Clause 6.1 of the RFP)

(To be submitted on the letterhead of the Bidder or the letterhead of the Lead Member of the Bidding Consortium and shall be duly certified by the Statutory Auditor)

Experience of the Bidder


#	Particulars	Mine/Work Details
1	Name of Mine	
2	Owner of the Mine	
3	Contact details (name, designation, e-mail id, phone number) of mine manager or authorized representative of the owner	
4	Experience of	[Name of company] (Single Bidding Entity/ Lead Member/ Non-Lead Member of Consortium)
5	Duration of Contract Agreement	
6	Type of mine	
7	Considered Mineral	
8	Peak Rated Capacity of the mine (Mt)	
9	Experience to be considered for meeting	Development/Operation/Both criteria
10	Brief Description of Scope of Work	
	Infrastructure development: a) carried out mining and allied infrastructure development for the mine, involving construction of buildings and roads on its own or through sub-contracting. b) facilitated or assisted in land acquisition or R&R activities	Yes / No Completed/ongoing with details of completed and ongoing activities
	Infrastructure developed on our own or through sub-contracting	Our own / sub-contracting
	Other developmental activities	Yes / No
	Detailed description of other infrastructure development activities	
	Excavation/production	Yes / No
	Excavation/production on our own or through sub-contracting	Our own / sub-contracting
	Transportation	Yes / No
	Transportation on our own or through sub-contracting	Our own / sub-contracting
11	Production & Transportation of Considered Mineral from [•] (MM/YYYY) to [•] (MM/YYYY) (Mt) ¹	

¹ For operation experience, details shall be provided for any 12 (twelve) consecutive month period, commencing on or after 1st April 2015.

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Notes:

- (i) Bidders have to provide the above data to meet the technical/experience criteria as per clause 6.1, along with documentary proof as specified in Clause 6.1 and Clause 8.2.1(iv).
- (ii) One extra sheet/table shall be attached if a bidder is submitting development and operation experience of two separate mines to meet the technical/experience criteria as per clause 6.1.1 and 6.1.2.

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Annexure 3: Format for Qualifying on the Financial Criteria

(See Clause 6.2 of the RFP)

(To be submitted on the letterhead of the Bidder or the letterhead of the Lead Member of the Bidding Consortium and shall be duly certified by the Statutory Auditor)

Financials of the Bidder/ Lead Member of Bidding Consortium

Name [.]


Financial Year	Turnover (excluding trading turnover) (in INR Crore)
FY 2022-23	
FY 2023-24	
FY 2024-25	
Average of last 3 (three) financial years (in figures)	
Average of last 3 (three) financial years (in words)	

Financial Year	Profit after Tax	Depreciation	Other Non-Cash Expenses	Cash Accrual
Column no.	(1)	(2)	(3)	(4) = (1) + (2) + (3)
Unit	INR Crores	INR Crores	INR Crores	INR Crores
FY 2022-23				
FY 2023-24				
FY 2024-25				
Average of last 3 (three) financial years (in figures)				
Average of last 3 (three) financial years (in words)				

Financial Year	Net worth (in INR Crore)
FY 2022-23	
FY 2023-24	
FY 2024-25	

Details of Net Worth Calculation for Financial Year 2024-25

Particulars	Row No.	Units	Value
Paid-up share capital	(1)	INR Crore	

<div style="text-align: center;">  </div> <p>RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25</p>	<p>Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities</p>
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Reserves created out of the profits (excluding reserves created out of revaluation of assets, write-back of depreciation and amalgamation)	(2)	INR Crore	
Securities premium account	(3)	INR Crore	
Aggregate value of accumulated losses	(4)	INR Crore	
Deferred expenditure not written off	(5)	INR Crore	
Miscellaneous expenditure not written off	(6)	INR Crore	
Net worth (in figures)	(7) = sum	INR Crore	
Net Worth (in words)			

Financials of the Non-Lead Member of Bidding Consortium (if applicable)

Name [.]

Financial Year	Turnover (excluding trading turnover) (in INR Crore)
FY 2022-23	
FY 2023-24	
FY 2024-25	
Average of last 3 (three) financial years (in figures)	
Average of last 3 (three) out of last 5 (five) financial years (in words)	

Financial Year	Profit after Tax	Depreciation	Other Non-Cash Expenses	Cash Accrual
Column no.	(1)	(2)	(3)	(4) = (1) + (2) + (3)
Unit	INR Crores	INR Crores	INR Crores	INR Crores
FY 2022-23				
FY 2023-24				
FY 2024-25				
Average of last 3 (three) financial years (in figures)				
Average of last 3 (three) financial years (in words)				

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Financial Year	Net worth (in INR Crore)
FY 2022-23	
FY 2023-24	
FY 2024-25	

Details of Net Worth Calculation for Financial Year 2024-25

Particulars	Row No.	Units	Value
Paid-up share capital	(1)	INR Crore	
Reserves created out of the profits (excluding reserves created out of revaluation of assets, write-back of depreciation and amalgamation)	(2)	INR Crore	
Securities premium account	(3)	INR Crore	
Aggregate value of accumulated losses	(4)	INR Crore	
Deferred expenditure not written off	(5)	INR Crore	
Miscellaneous expenditure not written off	(6)	INR Crore	
Net worth (in figures)	(7) = sum	INR Crore	
Net Worth (in words)			

Notes:

In case there is a mismatch of the information provided in figures with the words, the latter shall be considered for evaluation purposes.

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Annexure 4: Power of Attorney

(See Clause 7.10.2 and 7.10.4 of the RFP)

(To be executed on stamp paper of appropriate value and to be notarised)

Know all men by these presents, we..... (name of the Company) and having our corporate/registered office at do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (insert name of authorized signatory), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the **Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities of NALCO** including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meeting and other conferences and providing information/ responses to NALCO, representing us in all matters before NALCO, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with NALCO in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with NALCO.

AND it is hereby affirmed and confirmed that the signatory on behalf of the principal of this Power of Attorney (hereinafter referred to as “POA”) has been duly and lawfully authorized through a Board Resolution for signing this POA.


AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20XX

For

.....

(Signature, name, designation and address)

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Witnesses:

1.

2.

Accepted


[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be authenticated by the Indian consulate/Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be authenticated by the Indian consulate/Embassy if it carries a conforming Apostilled certificate.

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Annexure 5: Format for Consortium Operating Agreement

(See Clause 12.2 of the RFP)

(on Non-Judicial Stamp Paper of INR 100 *and to be notarised*)

This Consortium Operating Agreement ("COA") is executed on this [•] day of [•] Two thousand [•] between M/s [•], a company within the meaning of Companies Act, 1913, Companies Act, 1956 or Companies Act, 2013, and having its registered office at [•] (hereinafter called the "Lead Member") which expression shall include its successors, executors and permitted assigns); and [•] a company within the meaning of Companies Act, 1913, Companies Act, 1956 or Companies Act, 2013, and having its registered office or principal place of business at [•] (hereinafter called the "Non Lead Member", which expression shall include its successors, executors and permitted assigns); and


We (Lead Member and Non Lead Member) have formed a Bidding Consortium namely [•] (name of the Consortium) (herein after called the "Consortium") for the purpose of submitting a Bid and entering into the Agreement (in case the Bidding Consortium is the Selected Bidder) against RFP No. [•] dated [•] ("RFP").

We, the "Bidding Consortium" have selected [•] (name of the Lead Member) as the Lead Member. In case our Consortium emerges as the Selected Bidder, our Lead Member shall maintain at least 51% shareholding of the total paid-up share capital and the Non Lead Member of the Bidding Consortium shall maintain at least 26% shareholding of the total paid-up share capital in the Special Purpose Vehicle (SPV) to be incorporated pursuant to the RFP at all times during the entire Contract Period.

The Lead Member and Non Lead Member are hereinafter referred to individually as Consortium Members and collectively as the Consortium.

Whereas:

- A. The National Aluminium Company Ltd. (NALCO), a company incorporated under the Companies Act, 1956, and having its corporate office at Nalco Bhawan, P1, Nayapalli Bhubaneswar-751013, India intends to develop, construct and operate Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities by engaging Mine Developer cum Operator (MDO).
- B. In order to meet the Technical Criteria and Financial Criteria set forth in Chapter 6 of the RFP, the Consortium has relied on the strength of consolidated qualification of all the Consortium Members and is required to enter into this Consortium Operating Agreement (COA) to bind the Consortium Members to the provisions of the Agreement.
- C. The Consortium Members now wish to enter into this COA in order to create binding obligations in favour of NALCO to the extent set forth as follows.

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NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:


1. All capitalised terms used herein if not otherwise defined shall have the same meaning as those ascribed to them in the Agreement.
2. In the event of NALCO awarding the Agreement, to and in favour of the Bidding Consortium inter alia relying on the strength and support of the Consortium Members to the Bidder pursuant to the terms of the RFP, the Consortium Members, hereby irrevocably and unconditionally agree and undertake to be jointly and severally be bound and liable for any and all acts and omissions of the Bidder and / or the SPV company incorporated pursuant to Clause 4 of this COA, in the same manner and to the same extent as set forth in the Agreement. For the avoidance of doubt, it is clarified that:
 - (a) any service by NALCO of a notice pursuant to terms of the Agreement shall be deemed to be services of notice to the Consortium Members, on a several basis;
 - (b) the Consortium Members hereby jointly and severally assume full responsibility and liability for the performance of all obligations of the SPV company in accordance with and subject to the terms of the Bauxite Mining Agreement read with this COA;
 - (c) the Consortium Members confirm that in the event the Consortium is successful in its Bid, the SPV or the Lead Member of the Bidding Consortium shall furnish the Performance Security from a Bank in favour of NALCO for a value as stipulated in the Bidding documents;
 - (d) subject to Clause 3 of this COA, and upon any default, whatsoever by the SPV company in performing, meeting or otherwise complying with any of its obligations in accordance with the terms of the Agreement, NALCO may at any time as it deems fit and/or appropriate in its sole discretion, without giving any opportunity of recourse to the SPV company, require the Consortium Members to hold NALCO harmless from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest, cost, fee, or expenses (including, without limitation, reasonable attorney's fees and expenses) suffered, incurred or paid by NALCO, as a result of, in connection with or arising out of such default; and
 - (e) the obligations of the Consortium Members or the rights of NALCO hereunder, shall not stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists at anytime any dispute before any court (whether in India or abroad), arbitration, claims, settlements, obligations, expert determination or similar proceedings under the Agreement between the SPV company formed by Consortium in accordance with provisions of Bidding Documents, and NALCO;
 - (f) the Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Consortium and entire correspondence till the

formation of SPV company shall be done exclusively with the Lead Member. Subsequent to its formation, SPV company shall be responsible for complete execution of the Contract in accordance with Clause 4 of COA. All payments shall be made to the SPV company only.

3. Notwithstanding anything to the contrary contained in this COA or the Agreement, the aggregate liabilities and obligations of the Consortium Members under or in connection with this COA shall not exceed the aggregate liabilities and obligations of the SPV company under the Agreement and Consortium Members shall be jointly & severally responsible and liable to NALCO for performance of all contractual obligations and COA shall be valid for the entire Contract Period; provided that nothing contained in this Clause 3 of COA shall deem to affect the rights of NALCO that arise before such time referred to above.
4. It is expressly understood and agreed between the Lead Member and Non Lead Member that upon being determined as the Selected Bidder all the Consortium Members shall decide mutually the modality for developing and operating Pottangi Bauxite Mines, OLCC and allied facilities through formation of a SPV company incorporated under the Companies Act, 2013. The Lead Member shall have at least 51% of the total paid-up share capital of the SPV company and the other Consortium Member shall have at least 26% of the total paid-up share capital of the SPV company. All members of the Consortium shall continue to retain above minimum holding till completion of the Contract Period.
5. The Bidding Consortium hereby confirm that the percentage shareholding of the total paid-up share capital of the each Consortium Members in the SPV company shall be as under:

Sl. No.	Status of the Consortium Member	% of the total paid-up share capital in the Consortium
1	Lead Member/Consortium Member 1	(Minimum 51%)
2	Non Lead Member/ Consortium Member 2	(Minimum 26%)


6. The Consortium Members agree and undertake that the Consortium Members shall hold and own their shareholding and maintain the constitution of the Board of Directors as per the terms of this COA and the Agreement during the term of Contract, if awarded by NALCO. Any change in shareholding or change in constitution of the Board of Directors of the SPV may be carried out only after getting a prior written approval from NALCO.
7. It is further agreed between the Consortium Members that the responsibilities and obligations of each of the Member in the Bidding Consortium shall be delineated in an annexure to this COA. It is further agreed by the Consortium Members that the above sharing of responsibility and obligations shall not in any way be a limitation of joint and

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several responsibilities and liabilities of the Lead Member and Non Lead Member under the COA.

8. The Lead Member and Non Lead Member hereby irrevocably and unconditionally undertake, agree and acknowledge that their respective obligations hereunder:
 - (a) are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the services and obligations of the Agreement, or the insolvency, bankruptcy, reorganisation, dissolution, winding-up or liquidation of the members of the Bidding Consortium or any change in the ownership of any of the Lead Member or Non Lead Member, or any purported assignment by the Bidder or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;
 - (b) shall not be affected by the existence of or release or variation of any guarantee of or security for any of the obligations of the Bidder under the Agreement;
 - (c) shall not be affected by any failure by NALCO to pay or perform any of their obligations under the Agreement, or any waiver of any of such obligations;
 - (d) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the Bidder under the Agreement; and
 - (e) shall not be affected by any failure, omission or delay on NALCO's part to enforce assert or to exercise any right, power or remedy conferred on NALCO in this COA or any such failure, omission or delay on NALCO's part in connection with any obligation of the Bidder under the Agreement.
9. The Lead Member and Non Lead Member hereby represents and warrants that:
 - (a) it is duly organized and validly existing under the laws of the jurisdiction of their organisation, with full power, authority and capability to enter into this COA and to perform all acts and obligations contemplated herein;
 - (b) the signature and delivery of this COA on its behalf and the exercise of its rights and performance of its obligations under this COA have been duly authorized;
 - (c) this COA has been duly signed and delivered by it and its obligations described in this COA are legal, valid and binding obligations of such Consortium Member; and
 - (d) the execution and/or performance of this COA:
 - (i) will not conflict with or violate any provision of any of its constitutional documents/ charters or other organisational document;
 - (ii) will not require any notice to or filing with, or any approval of, any Authority or the consent of any third party;

- (iii) will not be in conflict with, result in a breach of, constitute (with or without due notice or lapse of time or both) a default under, result in the acceleration of obligations under, create in any person the right to terminate, modify or cancel, or require any notice, consent or waiver under, any contract or instrument to which such Consortium Member is a party or by which such Consortium Member is bound or to which any of such Consortium Member's assets are subject;
 - (iv) will not result in the creation or enforcement of any security interest upon any assets of the Consortium;
 - (v) will not violate any Applicable Law or any order, writ, injunction, or decree applicable to it;
10. This COA shall be construed and interpreted in accordance with the laws of India. In the event of any dispute or claim of any kind whatsoever that may arise between Lead Member or Non Lead Member or NALCO as a result of construction, interpretation or application of any of the terms and conditions of this COA, such dispute shall be settled in with accordance with terms of the Agreement. The courts of Bhubaneswar shall have exclusive jurisdiction in all matters under this Agreement.
 11. Subject to Clause 3 of the COA, the Consortium Members hereby acknowledge and agree that this COA has been executed for the sole benefit of NALCO and for the specific purpose of ensuring that NALCO receives the benefits of the Bidder's services under and in accordance with the Agreement. Accordingly, NALCO shall, notwithstanding anything contained herein, at all times have the right to enforce the performance by Consortium Members of their obligations pursuant to this COA read with the Agreement and Consortium Members hereby irrevocably and unconditionally waive any defence, rights or protection that they may have in law, contract or otherwise in this regard.
 12. The Lead Member and Non Lead Member shall not assign or delegate its rights, duties or obligations under this COA and the Agreement in any manner whatsoever, except with the prior written consent of NALCO.
 13. We, the Lead Member and Non Lead Member agree that this COA shall be irrevocable and shall form an integral part of the Agreement. We further agree that this COA shall continue to be enforceable till the successful completion of Agreement and till the NALCO discharges it.
 14. The terms and conditions of this COA shall not be amended or modified, except with prior written consent of NALCO.

 RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25	Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities
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IN WITNESS WHEREOF, the Consortium Members have, through their authorized representatives, executed these presents and affixed the common seals of their respective companies on the day, month and year first mentioned above at [] .

ON BEHALF OF LEAD MEMBER

Name:

Designation:

Common Seal of Consortium Member 1

Witness 1:

Witness 2:

ON BEHALF OF NON-LEAD MEMBER

Name:

Designation:


Common Seal of Consortium Member 2

Witness 1:

Witness 2:

NOTE:

- Notarised Power of Attorney of the persons signing on behalf of Consortium Members along with Board Resolution in support of Power of Attorney shall necessarily be furnished and are to be attached with the signed Consortium Operating Agreement.

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Annexure 6: Power of Attorney for Lead Member of Bidding Consortium

(See Clause 6.4.5 of the RFP)

(To be executed on Stamp Paper of Appropriate value and to be Notarised)

Whereas The National Aluminium Company Ltd. (“NALCO”) has invited applications from interested parties for **Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities** (the “Project”).

Whereas, and (collectively the “Bidding Consortium”) being members of

the Bidding Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and


Whereas, it is necessary for the Non Lead Member of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Non Lead Member, all acts, deeds and things as may be necessary in connection with the Bidding Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at (hereinafter collectively referred to

as the “Principal”), acting through Mr. [•], our [•] and Mr. [•], our [•], jointly or severally, do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ., having its registered office at , being the Lead Member of the Bidding Consortium, as the Lead

Member and true and lawful attorney of the Bidding Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the participation of the Consortium and submission of its Bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders and other conferences, submission of Financial Offer including participation in the Reverse Auction, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with NALCO, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out

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of the Consortium's Bid for the Project and/ or upon award thereof till the Agreement is entered into with NALCO.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF.... 2025.

For

(Signature).....

(Name & Title)

For

(Signature)

..... (Name & Title)

Witnesses:

[Notarized]

1.


2.

..... (Executants)

(To be executed by all the Members of the Consortium)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a Board or shareholders' resolution/ Power of Attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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Annexure 7: Proforma for Bank Guarantee for Bid Security/EMD


(See Clause 8.2.1.ii and Clause 12.3 of the RFP)

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

B.G. No. _____

Date _____

1. WHEREAS **National Aluminium Company Limited** (A Government of India Enterprise), having its Office at Nalco Bhavan, P/1, Nayapalli, Bhubaneswar-751 013, Orissa (hereinafter referred as "The Owner/Company" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns), has issued tender paper vide its **RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25** for **Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities.** (Hereinafter called "the said tender") to M/s (Herein after 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 terms and condition 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 undertake to pay the amounts 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 & binding, the amount claimed is due because of any withdrawal of the tender of any material alteration to the tender after the opening of 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 terms and conditions contained in the said tender or failure to accept the letter of Intent/Agreement or that the 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 tenderer(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 owner proceeding against the tenderer(s).

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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 tenderer(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.
5. We Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that is shall continue to be enforceable till the said tender is finally decided 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 authorized 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. We Bank further agree that the Guarantee shall be invocable at our place of business at (Bank Name),..... (Branch Name and address of the Branch), Bhubaneswar, Odisha 751 xxx.
7. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
8. Notwithstanding anything contained herein before, out 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 liability under this guarantee.
9. 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 on the request of the Tenderer(s).

Date:.....

..... Bank

Corporate Seal of the Bank

By its constitutional Attorney


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Signature of duly Authorized person
On behalf of the Bank
With seal & signature code.

Details of Persons Issuing the BG:

Name:
Address for Correspondence:
Telephone & Fax No.
E-mail:
IFSC Code:

BG is to be furnished from any of NALCO approved Banks as per list provided in Annexure-15.

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Annexure 8: Format for Affidavit

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE AND DULY NOTARIZED)
BEFORE THE NOTARY PUBLIC

AFFIDAVIT IN TERMS OF CLAUSE 8.2 of RFP No. _____ dated _____ floated by NALCO for Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and other facilities

I _____, aged about _____ years, son/daughter of _____ and a permanent resident of _____, _____, P.S. _____, district: _____ and now at present working as _____ in _____ do hereby solemnly affirm and state as follows:

1. I am the Authorized Signatory of _____ (name of the Bidder/ Lead Member) and have filed a Power of Attorney as per Clause 8.2 and 7.10 (Annexure 4 or 6) of the RFP No. _____ dated _____ floated by NALCO for selection and engagement of Mine Developer cum Operator for the Pottangi Bauxite Mines (the "RFP").
2. That I have been working under _____ (name of the Bidder/Lead Member) since _____ and am fully conversant and acquainted with all matters relating to the RFP.
3. We have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to the business dealing with Government of India or any other government during the last five years.
4. Any of our Director(s)/Promoter(s)/ Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to the business dealing with Government of India or any other government and such conviction is not in force as on the date of submission of the Bid.
5. We have not been blacklisted by any ministry/department/undertaking/ organization/corporation/firm/entity etc. as on date of Submission of Bid against this RFP.
6. That, we don't have any FINANCIAL/PROFESSIONAL stake in any of the other bidders participating in this tender.
7. That any change in the constitution of the firm shall be made with prior clearance from NALCO.
8. That, we have studied all the clauses/ sub clauses terms and conditions of the tender documents and our offer fully complies with the requirements spelt out in the tender documents.
9. We undertake to abide by and comply with all the safety and environmental regulations in force in NALCO during the execution of work.
10. We undertake to abide by and comply with all the applicable provisions of laws governing

 RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25	Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities
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contract workers engaged by you for this work.

11. We do not have any conflict of interest in accordance with the Clause 6.5 of this RFP
12. The Annexure 14 regarding relatives working in NALCO are filled up and enclosed.
13. That we have quoted the rates in figures as well as words.
14. We declare that all supporting documents of the offer submitted are attested by a gazette officer/ Notary public.
15. We agree for enlistment of our firm in the registered vendor list of NALCO, if found suitable. We undertake to submit additional documents if any as per requirement of NALCO for the same.
16. That this affidavit is required to be submitted in original as part of Techno-Commercial Offer.

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

Name of Signatory			
Postal Address of the firm			
PAN NO		GST NO	
EPF NO		ESI NO	
Phone no		Mobile no	
Fax no			
Email Address			

Identified by

Advocate


Deponent

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Designation:

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Annexure 9: Certificate of Total Compliance

(See Clause 8.2.1.vii of the RFP)

(On letterhead of the Bidder)

Dated: [_____]

To

KPMG Assurance and Consulting Services LLP

Tender Inviting Authority on behalf of NALCO

Subject: Undertaking of Compliance with the Scope of work, roles & responsibilities as mentioned in the Bidding Documents.

Sir,


1. I/We.....unconditionally offer to undertake the works as indicated in the Bidding Documents and hereby bind myself/ourselves to execute the work as per the scope stipulated in the Bidding Documents and under the subject- stated above
2. I/We have read the conditions of Bidding Documents, attached hereto and agree irrevocably to abide by such conditions. I/We agree to execute the work and achieve the target without any let or demur or hindrance.
3. I/We bind myself/ourselves to furnish the required security deposit, failing which I/We shall have no objection to the forfeiture of the earnest money deposited by me/us with NALCO and bear all the liabilities.

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Designation:

 <p>RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25</p>	<p>Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities</p>
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Annexure 10: Duly Filled-in Checklist of Documents

(to be submitted as part of the Techno-Commercial Bid)

(See Clause 8.2 of the RFP)

Sl. No.	Document to be Submitted	Uploaded by Bidder (please tick)	Physical Submission (please tick)	Reference No./Page No. of required format and documentary evidence in support of the particular
1.	Checklist of Documents submitted as part of the Techno-Commercial Bid (as per the format provided in Annexure 10)			
2.	Covering Letter (as per the format given in Annexure 1 hereof)			
3.	Details of meeting the Technical Criteria (as per format given in Annexure 2 hereof)			
4.	Documentary evidence in support of meeting the Technical Criteria as per clause 8.2.1.iv			
5.	Details of meeting the Financial Criteria (as per format given in Annexure 3 hereof)			
6.	Documentary evidence in support of meeting the Financial Criteria as per clause 8.2.1.v			
7.	Power of Attorney (as per the format given in Annexure 4 or Annexure 6 as applicable) accompanied by a copy of a Board Resolution			
8.	Details of payment of Bid Security including UTR Number, date, Bank details, etc. in support of payment towards Bid Security in Annexure 18; OR Bid Security Bank Guarantee (as per the format given in Annexure 7)			


Sl. No.	Document to be Submitted	Uploaded by Bidder (please tick)	Physical Submission (please tick)	Reference No./Page No. of required format and documentary evidence in support of the particular
9.	Affidavit (as per format given in Annexure 8 hereof)			
10.	Certificate of Total Compliance (as per format provided in Annexure 9)			
11.	Consortium Operating Agreement (if applicable) (as per format provided in Annexure 5)			
12.	Signed copy of pre contract Integrity Pact of NALCO (given in Annexure 13 hereof)			
13.	Copy of EPF & ESI registration document			
14.	Copy of GSTIN registration document			
15.	Copy of PAN			
16.	Copy of TAN			
17.	Certificate of Incorporation of the Company			
18.	Copy of MoA			
19.	Copy of AoA			
20.	Copy of income tax return submitted to the I.T. Authority for last 3 Assessment years. (The tax return shall be for preceding three assessment years in which the tender is being submitted)			

<p style="text-align: center;">नालको  NALCO</p> <p>RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25</p>	<p>Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities</p>
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Sl. No.	Document to be Submitted	Uploaded by Bidder (please tick)	Physical Submission (please tick)	Reference No./Page No. of required format and documentary evidence in support of the particular
21.	Complete set of the Bidding Document including draft Bauxite Mining Agreement, along with all the corrigendum / addendum/ Clarification issued time to time, digitally signed by the Bidder on each page			
22.	Undertaking on Downloaded Tender Document as Per Annexure 12			
23.	Declaration of relative as per Annexure 14			
24.	Certified true copy of Board Resolution authorizing the person issuing the Power of Attorney			


Note:

All Consortium Members shall submit documents wherever applicable.

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Annexure 11: Bauxite Mining Agreement (BMA)

Attached Separately

 <p>RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25</p>	<p>Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities</p>
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Annexure 12: Undertaking on Downloaded Tender Documents

1. We here by confirm that, we have downloaded the complete set of tender documents along with the set of enclosures hosted in CPP Portal (<https://eprocure.gov.in/eprocure/app>). We confirm that the bid document has not been edited or modified by us and all pages have been submitted. It is confirmed that we have quoted as per the original RFP unless otherwise specifically mentioned as deviation in the deviation sheet.
2. We here by confirm that, we have uploaded the copies of original genuine documents, required as supporting documents to qualify as per RFP/NIT. The uploaded documents are attested by a Gazetted Officer/ Notary Public and are signed on each page by the authorized representative.
3. Suppression of this information in any form if detected at any stage will be disqualification and will lead to rejection of the offer or termination of the contract as the case may be.

Date: _____

Signature **Authorised Person With seal**

Name of the signatory _____


Company Name _____

Postal Address _____

Email ID _____

Phone _____ FAX _____


All the above fields are to be filled up or else the offer may be liable for rejection.

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Annexure 13: Pre Contract Integrity Pact
(to be submitted as part of the Techno-Commercial Bid)

(See Clause 8.2.1.xv of the RFP)

Attached Separately

	Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities
RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25	

Annexure 14: Declaration of Relative
(to be submitted as part of the Techno-Commercial Bid)

(See Clause 8.2.1.xviii of the RFP)

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

#	Name	Position	Write “Yes” or “No”
1	Shri Brijendra Pratap Singh	Chairman-cum-Managing Director	
2	Shri Sanjay Lohiya	Part-time Official Director	
3	Shri Vivek Kumar Bajpai	Part-time Official Director	
4	Shri Sadashiv Samantaray	Director (Commercial)	
5	Shri Pankaj Kumar Sharma	Director (Production)	
6	Shri Jagdish Arora	Director (Project & Technical)	
7	Dr. Tapas Kumar Pattanayak	Director (HR)	
8	Shri Abhay Kumar Behuria	Director (Finance)	
9	MS Trupti Kamlesh Patel	Part-time Non-official (Independent) Director	
10	Shri Sanjay Ramanlal Patel	Part-time Non-official (Independent) Director	
11	Dr. Ajay Narang	Part-time Non-official (Independent) Director	

Note: If yes to any of the above questions, please give the name of NALCO’s Director and relationship of the tender / partner / member / Director as the case may be.

Sl. No.	Name	Relationship

If any Director added to the Board before submission of the Bid, the same shall be added to the list.

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

(Strike out which is not applicable)

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


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

(Please attach extra sheet, if required)

SIGNATURE OF THE BIDDER

NAME OF BIDDER : _____


COMPANY SEAL : _____

 RFP NO: NALCO/CORP/P&T/CONT/2025/041 dtd. 19/06/25	Selection and Engagement of Mine Developer cum Operator (MDO) for Development and Operation of Pottangi Bauxite Mines along with Overland Conveyor Corridor (OLCC) and allied facilities
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Annexure 15: List of Standardised Banks for BG

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	Allahabad Bank	1	Abu Dhabi Commercial Bank Limited
2	Andhra Bank	2	Australia & New Zealand Banking Group Ltd.
3	Bank of Baroda	3	Bank of America NA
4	Bank of India	4	Bank of Bahrain and Kuwait B.S.C.
5	Bank of Maharashtra	5	Bank of Ceylon
6	Canara Bank	6	Barclays Bank PLC
7	Central Bank of India	7	BNP Paribas
8	Corporation Bank	8	Citibank N.A.
9	Dena Bank	9	Commonwealth Bank of Australia
10	IOBI Bank	10	Credit Agricole Corporate & Investment Bank
11	Indian Bank	11	Credit Suisse AG
12	Oriental Bank of Commerce	12	DBS Bank Ltd.
13	Punjab & Sind Bank	13	Deutsche Bank AG
14	Punjab National Bank	14	Doha Bank
15	State Bank of India	15	FirstRand Bank Ltd.
16	Syndicate Bank	16	Industrial Bank of Korea
17	UCO Bank	17	Industrial & Commercial Bank of China Ltd.
18	Union Bank of India	18	JP Morgan Chase Bank
19	Vijaya 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	The Lakshmi Vilas Bank Ltd.	34	United Overseas Bank Ltd.
15	Tamilnadu Mercantile Bank Ltd.	35	Westpac Banking Corporation
16	City Union Bank Ltd.	36	Woori Bank

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Annexure 16: Format for submitting Pre-bid Queries
(See Clause 7.4.2 & 7.4.3 of the RFP)

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	Rational for Clarification or Amendment

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Annexure 17: Format for submitting Financial Offer (Initial Price Offer)

Sl. No.	Item Description	Quantity	Units	Basic Rate in Figure to be entered by the Bidder in Rs	HSN/SAC Code	Total Amount excluding Taxes in Rs.	Total Amount excluding Taxes (in words)
1	Mining Charge (in INR per tonne of Bauxite ore excavated, crushed, processed and delivered to the Delivery Point at Damanjodi Refinery)	1	Metric tonne	(To be quoted by MDO)			

Note:

- Mining Charge quoted by MDO shall not include Goods & Service Tax (GST). NALCO shall reimburse GST to MDO on submission of documentary evidence.
- The Mining Charge per tonne of Bauxite Ore Delivered by the MDO at the delivery point of Damanjodi Refinery, quoted by the Bidder shall be inclusive of excavation, crushing, processing, handling, transportation charges through OLC and other incidental charges, in accordance with the provisions of the Bauxite Mining Agreement.
- It is further, clarified that the Mining Charge shall be inclusive of all the capital and operating expenditure to be incurred by MDO throughout the contract period as per provision of the Bauxite Mining Agreement.
- NALCO shall pay royalty, Contribution to District Mineral Fund (DMF) and National Mineral Exploration Trust (NMET), any other statutory charges applicable on mined Bauxite ore directly to Government Authority. This shall not be included by MDO in its quote.
- Except those mentioned in Sl. No. i and iv, all the other duties, taxes and levies above including that of income tax of MDO, custom duties etc. shall be borne by the MDO and shall be assumed to be included in the Mining Charge quoted by the Bidder.
- Ceiling Price for Initial Price Offer shall be INR 955 /- Per MT/tonne (Rupees Nine Hundred Fifty-Five) only.

- vii. Till the completion of the OLC i.e. during initial period of road transportation of the Bauxite Ore to Damanjodi Refinery, MDO shall be paid 80% of the final negotiated price (with applicable escalation) as Mining Charge and additional INR 490 (Rupees Four Hundred Ninety) per MT including applicable escalation shall be paid against Truck Transportation to Damanjodi Refinery including loading, unloading and feeding to the inline conveyor of Alumina Refinery or stacker reclaimer.
- viii. The Mining Charges shall be revised (escalation/de-escalation) based on the Price Index and as per the Article-26 of Bauxite Mining Agreement.
- ix. Electricity charges shall be deducted from the Monthly Invoice on actual basis according to the consumption during the month for which invoice has been raised and as per applicable "Retail Power tariff for Extra High Tension (EHT) Category applicable to Large Industry" declared by Odisha Electricity Regulatory Commission time to time.
- x. All the Documented Cost i.e. bill of compensations/awards passed by the competent authority against acquisition of land and the amount specified for specific items & the statutory dues as per the written demand letter from various Govt. functionaries shall be deposited directly by NALCO to the appropriate Government Authorities.

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Annexure 18: Details of online submission of Bid Security
(See Clause 8.2.1.ii of the RFP)

1)	NAME OF THE PARTY	
2)	NALCO VENDOR CODE IF ANY	
3)	AMOUNT DEPOSITED	
4)	DATE OF DEPOSIT	
5)	NAME OF BANK & BRANCH	
6)	BRANCH CODE	
7)	IFSC CODE	
8)	UTR NO	(ENCLOSE COPY)
	DATE	