

## NOTICE INVITING TENDER

### FOR

Engagement of Consultant for Preparation of Environmental Impact Assessment Study (EIA)/Environmental Management Plan (EMP) to Obtain Environmental Clearance (EC) from Concerned Authority to Set Up A Green Field Project at Nellore Andhra Pradesh, India.

**BID Reference No. : UADNL/ADVT/01/20-21, Date: 15-07-2020**

Start of Issue of Tender Documents:	15 <sup>th</sup> JULY 2020 at 12.00 Hrs. IST
Pre Bid Meeting:	27 <sup>th</sup> JULY 2020 at 11.00 Hrs. IST
Receipt of Tender on or before:	07 <sup>th</sup> AUG 2020 at 10.00 Hrs. IST
Opening of Tender Date:	07 <sup>th</sup> AUG 2020 at 10.30 Hrs. IST

Pre Bid Meeting shall be held at :  
**MISHRA DHATU NIGAM LIMITED,**  
A Govt. of India Enterprise,  
PO: Kanchanbagh, Hyderabad – 500 058  
Phone: 040 – 2418 4466/2418 4202

Note: To attend the Pre Bid Meeting (through Video Conference), kindly contact below Officers.

### Contact Details:

Queries / clarifications technical, financial or commercial, if any, that may arise, should be referred by the tenderer by email/letter to

Technical Queries:

Name: Sri. T Ramanaiah

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Commercial/Financial Queries:

Name: Sri. Nitesh Sarpatwar

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Ph: 040-2418 4202

ISSUED BY

**UTKARSHA ALUMINIUM DHATU NIGAM LIMITED**

PO-KANCHANBAGH, HYDERABAD, TELANGANA – 500 058, INDIA



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## A. BACKGROUND

Utkarsha Aluminium Dhatu Nigam Limited (UADNL) incorporated on August 21, 2019, is a Joint Venture Company promoted by NALCO (a Navratna CPSU under Ministry of Mines) and MIDHANI (a Miniratna CPSU under Ministry of Defence) to setup 60000 TPA Capacity High End Aluminium Alloy Production Plant at Nellore, Andhra Pradesh. UADNL is proposed to manufacture and supply aluminium alloy products consists of Flat Rolled Products (FRP), Forgings, Extrusions, etc., to meet the strategic requirement of defence, aerospace and transport applications, etc., under "Make in India" approach of the Government of India.

The proposed plant will use Aluminium ingot as raw material which melt in melting & holding furnace with addition of alloying elements as per product specifications, vertical DC casting machine, Hot & Cold rolling machines, heat treatment facilities and other utilities required for manufacturing & supply of Aluminium Alloy Flat Rolled products.

To establish the facility, a land of 110 Acre has already been acquired for this project in the Bodduripalem village in the Kodavaluru Mandal of SPSR Nellore District at Andhra Pradesh. The geographical coordinates i.e. latitude and longitude of Bodduripalem is 14.436255 and 79.969225 respectively.

As per EIA Notification 2006 and Environment (Protection) Act, 1986, the Green field proposed project at Nellore, Andhra Pradesh is required to obtain environmental clearance from State Environmental Impact Assessment Authority (SEIAA) under certain conditions or Ministry of Environment, Forest and Climate Change (MoEF & CC).

## B. OBJECTIVES

The Tender Document is aimed to appoint/engage an environmental consultants for carrying out the following activities for fulfilling the statutory requirement and assist UADNL in obtaining Environmental Clearance for its Green field project at Nellore from appropriate authorities.

- i. Detailed Environmental Impact Assessment (EIA) studies,
- ii. Environmental management plan (EMP) for the project site
- iii. With above prepared documents as required to fulfil the statutory requirement to obtain Environmental clearance from the concerned authority.
- iv. To obtain Consent to Establish.





**C. QUALIFYING/ELIGIBILITY CRITERIA FOR THE BID:** Bidder to meet all the following Qualifying criteria indicated in the table below.

Sl. No.	Criteria	Documents for confirmation
01	The bidder must be a legal entity and must be an Indian registered company, or a partnership firm or a proprietor ship company.	Supporting documents confirming to the requirement to be enclosed.
02	The bidding agency should have been established and operating since at least 5 years for consultancy business of similar nature before the date of tender.	Certificate of incorporation issued by Registrar of the Companies/ certificate of registration issued by Registrar of the firms/GST registration certificate in case of proprietary firm
03	The average Annual turnover towards consultancy services should be more than Rs.30.00 lakhs during the last three financial years (FYs) i.e. 2016-17 , 2017-18 & 2018-2019	Audited Financial Statement / Profit & Loss Account with Turnover for Last Three Financial Years. i.e. FY 2016-17, FY 2017-18, & FY 2018-19.
04	Net worth of the bidder during the last three financial year i.e 2016-17, 2017-18 2018-19 shall be positive as per audited balance sheet  OR Submission of solvency certificate worth of Rs. 7 Lakhs (In words, Seven Lakhs Rupees) or equivalent amount to be issued not earlier than 6 months from the date of Tender.	Audited Financial Statement for the last Financial Years. 2016-17, 2017-18 2018-19  OR Issued by Nationalized or Scheduled Bank
05	Bidder should be accredited by Quality Council of India (QCI) or National Accreditation Board for Education & Training (NABET) for conducting EIA study/ environmental clearance activities for metallurgical industries (ferrous and non-ferrous)	Certificate / relevant document issued by QCI / NABET
06	The bidder should have successfully completed at least two Work orders for all the activities to obtain "Environmental clearance from MoEF& CC of Gol/ or SEIAA at state level for a Greenfield project of Metallurgical Industry (Secondary Metallurgy for ferrous/non-ferrous industry of capacity more than 30,000 TPA) of category B1 projects in last five years.	i. Work Order copy & Successful completion certificate issued by the principal agency. ii. Environmental clearance issued from MoEF& CC of Golor SEIAA at state level for the project to be submitted.
07	Bidder must have NABL accredited laboratory for testing.  OR Bidder must be executing the testing requirements through any NABL accredited laboratory through a valid agreement/MOU/work order.	Relevant Supporting documents.



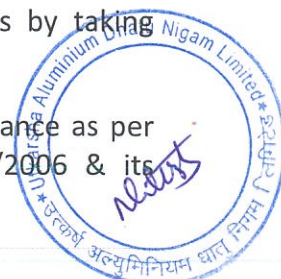


08	Bidder should have PAN/TIN/TAN/GST Registration No.	Copy of the registration certificate of the bidder
09	Unconditional acceptance of all technical & commercial Terms & conditions as outlined in the tender	Self-certified document to be submitted by Bidder

#### D. SCOPE OF THE WORK

- The contractor/consulting agency has to obtain Environment Clearance including preparation /conducting Environment Impact Assessment (EIA) studies, preparation of Environmental Management Plan for the project site and other studies etc. in accordance with the Standard Terms of Reference (ToR) already specified by MoEF & CC for conducting EIA study and also additional project specific ToR to be issued by MoEF & CC.
- The contractor/consulting agency has to obtain necessary clearances from all appropriate authority on behalf of UADNL. The scope of work inter alia includes compliance not limited to the following as per EIA notification 2006 of MoEF and subsequent amendments therein:
  - i. Environmental Appraisal Questionnaire developed by MoEF including preparation of Terms of Reference (ToR)
  - ii. Environmental Impact Assessment (EIA) Report
  - iii. Environmental Management Plan (EMP)
  - iv. Details of Public Hearing as per Appendix IV of Notification 2016
  - v. Forest Clearance Certificate (if necessary)
  - vi. No objection Certificate from State Pollution Control Board

1. The scope of work for the study to be carried out shall include but not be limited to the following activities / studies:
  - a. Preparation of Pre-feasibility Report (PFR) in line with MoEF&CC notification no. J-11013/41/2006-IA.II (I) dated 30/12/2010. The inputs for preparation of PFR may be taken from the available DPR prepared by M/s MECON LIMITED to setup Aluminium Alloy Production Plant. Detailed Project Report (DPR) shall be provided by UADNL to the consultant after placement of order.
  - b. If any data required but not available in the DPR, for PFR preparation, Consultant shall make arrangements for preparation of such data / documents by taking reference from similar projects executed by them in the past.
  - c. Filling of the Form-1 application for seeking prior environmental clearance as per the applicable rules and guidelines of EIA notification dated 14/09/2006 & its



- amendments therein. Online submission of EC application in MoEF & CC portal and/or SEIAA, Andhra Pradesh.
- d. Necessary co-ordination & liaison with MoEF& CC, GOI and/or SEIAA, Andhra Pradesh for putting up our proposal before EAC (Expert Appraisal Committee) and/or SEAC (State level Expert Appraisal Committee) in their meeting.
  - e. Prepare and make presentation before EAC /SEAC for obtaining TOR. Compliance to the observations of EAC/SEAC, if any.
  - f. To carry out EIA study as per the standard Terms of Reference (ToR) and additional ToR issued to UADNL by MoEF & CC, New Delhi and APPCB prevailing guidelines. Copy of the standard TOR is attached as Annexure I of this tender document which has to be complied with, in total.
  - g. The baseline data collection for preparation of EIA, the data may be provided in respective chapter. Sampling frequency and parameters for ambient Air, Noise, Soil & water quality & ecology study shall be adopted as per Pollution Control Board & MoEFCC guidelines. This data may be of inclusive of primary as well as secondary data.
  - h. Impact predictions shall be identified during construction phase and also operational phase based on primary and secondary data collected during EIA study.
  - i. Monitoring plan of Environmental parameters which is identified as critical or as required by regulatory agencies shall be suggested. Suggestions shall be made for necessary monitoring equipment and manpower required to implement the monitoring plan, if required.
  - j. To prepare and submit draft EIA&EMP and Risk Assessment reports and make presentation to UADNL management. The EIA /EMP shall be prepared as per the generic structure given at Appendix –III of EIA Notification, 2006 and latest guidelines / amendments issued by MoEF&CC from time to time and prevailing guidelines issued by APPCB.
  - k. Finalize the draft EIA & EMP Report as per TOR issued to UADNL by MoEF&CC and by incorporating UADNL's comments/views, if any.
  - l. Filling appropriate forms and submission of the same for obtaining Consent for Establishment from Andhra Pradesh State Pollution Control Board (APPCB)/SEIAA, Andhra Pradesh along with Final Draft EIA & EMP Report in compliance with the statutory requirements (as per section-25 of Water Act-1974 & Section-21 of Air Act-1981)
  - m. Submission of application to APPCB for conducting Public Hearing (PH) along with all required documents
  - n. Liaisoning & coordinating with APPCB officials and district authority for fixation of PH schedule & place.





- o. Arrangement of all facilities required for conducting Public Hearing (PH)/Public Consultation and to organize & coordinate all activities for successful conducting of PH in liaisoning with district officials. The procedures for conducting PH should be in strict compliance to the conditions indicated at Appendix-IV of EIA notification - 2006 & its amendments thereto.
  - p. Coordination & liaisoning of all activities related to preparation of PH proceedings & its forwarding to MoEF & CC and/or APPCB by member secretary
  - q. To be present during Public Hearing/Public consultation process, make necessary presentation in local language (if required, in TELUGU) and to address all the environmental concerns based on the feedback of Public Hearing/Public consultations and to incorporate the issues emerged during the PH in the Final EIA and EMP report.
  - r. To complete the EIA & EMP Reports by incorporating proceedings and recommendations of Public Hearing and submission of the same to MoEF & CC, Gol and/or SEIAA, Andhra Pradesh.
  - s. Fulfilling all the formalities including submission of application along with requisite documents to the ministry/concerned authority and follow up for obtaining Environmental Clearance (EC) in accordance with the procedure laid down in the EIA Notification, 2006 and its amendments from time to time.
  - t. To make presentation to Expert Appraisal Committee (EAC), MOEF & CC, Govt. of India, New Delhi and/or State level Environmental Appraisal Committee (SEAC), SEIAA/APPCB, Andhra Pradesh, as and when required to clarify /justify / defend any issues that may be raised by them and obtain EC from MoEF & CC and do necessary co-ordination/ liaison for obtaining Environmental Clearance (EC) with MoEF & CC, Gol and/or SEIAA/APPCB, Andhra Pradesh.
  - u. To prepare and submit the application for Consent for Establishment and Consent for Operation after review by the Company and follow-up with the SEIAA/APPCB, Andhra Pradesh till the said consent is received by UADNL
  - v. The consultant(s) involved in the preparation of EIA / EMP report after accreditation with Quality Council of India / National Accreditation Board of Education and Training (QCI / NABET) would need to include a certificate in this regard in the EIA and EMP reports prepared by them and data provided by other Organisation(s) / Laboratories including their status of approvals etc. In this regard circular no J-11013/772004-IA-II(I) dated 2<sup>nd</sup> December, 2009 and other related circulars in this regard available on the MoEF's website may also be referred.
2. The consultant has to bear all the expenditure for carrying out all the works under this tender not limited to mobilization of men and materials to the project site for collection of samples, local conveyance, data collection, computer charges, local transport, analysis and compilation, report preparation, etc. Attending Expert appraisal committee meeting wherever/whenever required.





3. The consultant shall facilitate UADNL to deposit the statutory dues directly to the recipient's accounts.
4. Public hearing/consultation shall be an integral part of the scope of the consultant.
5. The consultant has to prepare & submit the application to MoEF & CC /SEIAA, for obtaining EC Clearance. The consultant has to bear the expenditure towards preparation of copies of draft EIA / EMP reports, and other reports / studies as mentioned in the TOR for submission to MoEF & CC for EC and/or SEIAA/APPCB and other concerned authorities.
6. The consultant has to bear the expenditure towards preparation of required number of copies for final EIA & EMP reports, preparation of presentation material to MoEF & CC/SEIAA etc; defending the project as well during presentation at MoEF & CC /SEIAA/other competent authority meeting, etc.
7. The consultant has to submit the draft EIA report and the final draft EIA report for UADNL's comments / views, before submitting to statutory authorities for obtaining environmental clearance.
8. In case EAC / MoEF & CC and /or SEAC/ SEIAA /APPCB during the presentation meeting, suggests modification / correction on the report, the consultant shall submit the amended report within the specified time period. However, it is emphasized that all the reports/ data / presentations made by the consultant shall be comprehensive enough to avert such a contingency.

**NOTE:**

- a. All instruments, materials and expert manpower required for carrying out the studies, collection & analysis of samples, are to be arranged by the Contractor.
- b. The consultant shall utilize well qualified and experienced persons in the relevant field.
- c. All the data being collected & used for the study or any other data being supplied by UADNL shall be sole property of UADNL and will be treated as confidential and same cannot be published anywhere or shared with anybody without prior written permission of UADNL.
- d. The consultant shall need to sign the Non-Disclosure Agreement (NDA).
- e. EIA/EMP report shall be prepared as per EIA Notification, 2006 and all the amendments thereof from time to time till Environmental Clearance is obtained. Consultant shall take care of all guidelines of MoEF& CC and APPCB notifications during the process of preparation of EIA & EMP report and other related activities till final EC & CTE is obtained.
- f. Consultant shall be responsible for collection of information required for study of EIA, preparation of TOR and EMP etc. report etc. for obtaining environmental clearance.



- g. Any drawings /documents to be submitted to any statutory authority, a copy of the same should also be submitted to UADNL.
- h. Base line data collection analysis for air, water, soil, ecology etc., shall be done in any one season excluding monsoon season
- i. Any other job & activity, which is not specifically mentioned in the scope of work as described above or elsewhere in the tender documents, but is required for obtaining Environmental Clearance from MoEF& CC, Goland Consent for Establishment from APPCB and to achieve completeness of the subject work in all respect, shall also be in the scope of the Consultant without any extra financial implication to UADNL.
- j. Only Statutory fees, if any, will be paid directly by UADNL. Bidders to quote accordingly.

**E. DELIVERABLES:**

The following are the deliverables to UADNL, in addition to submission to MoEF & CC and/or SEIAA/APPCB, etc.

1. **Draft Report:** 3 hard Copies of Draft Report on EIA Study along with a soft copy of report in Pen Drive.
2. **Presentation:** One presentation to Company at Hyderabad prior to finalization of the draft report
3. To prepare & submit the application and other documents (after review by the company) to State Pollution Control Board for conduct of Public Hearing.
4. To be present during Public Hearing and make presentation in local language (Telugu), if required
5. **Final Report:** Submission of 25 copies of final report in bound volume and 02 soft copies after incorporating Company's views/comments and incorporating all the issues raised during Public Hearing/Consultation etc. as per TOR and other MOEF & CC guidelines and prevailing APPCB guidelines.
6. **Application for Environmental Clearance (EC):** Preparation of all the documents including the application for obtaining EC.
7. Making **presentation to MoEF & CC and/or SEIAA/APPCB** at respective locations viz., New Delhi / Hyderabad / Amaravati / Nellore / Visakapatnam for obtaining EC.
8. To prepare & submit the application (after review by UADNL) to Andhra Pradesh Pollution Control Board for **Consent for Establishment**.
9. To pursue the matter suitably with APPCB till the consent for establishment is received by UADNL **to setup Aluminium Alloy Production Plant.**





**F. TIME SCHEDULE:**

The Contractor shall complete the activities of Phase-I, Phase II and Phase III as detailed below and thereafter the contractor shall be associated with Company for obtaining the Environmental Clearance (EC) and consent for establishment/operation. The detailed time frame for the execution of the Contract will be as follows:

SI No	Activity	Time Schedule in Months from the date of Lol / Work Order
<b>I</b>	<b>PHASE – I: EIA Study</b>	
a	Submission of Form-I Application to MoEF for obtaining TOR	0.5
b	Presentation to EAC, MoEF& CC and/or SEAC, SEIAA and compliance to observation of EAC/SEAC, if any and obtaining TOR	1.5
c	Conducting field study as per ToR i.e. Baseline survey for air, soil and ecology, etc and Preparation of Draft EIA/EMP report and submission of 3 hard copies and one soft copy of the draft report for UADNL's comments / views.	3.0
d	Submission of Comprehensive EIA & EMP Report to MoEF&CC and/or SEIAA after incorporating changes/modification, if any in compliance to EC	3.0
*e	Co-ordination with APPCB & Conducting Public Hearing , forwarding the APPCB recommendation to EAC/SEAC	3.0
f	Submission of final report in bound volumes (~25 copies) and 02 soft copies after incorporating Company's views / comments and incorporating all the issues raised during Public Hearing / Consultation etc as per MOEF&CC guidelines.	3.5
<b>II</b>	<b>PHASE-II: ENVIRONMENTAL CLEARANCE</b>	
a	Filing of appropriate form and submission of all the documents including the application for obtaining EC from MOEF&CC/SEIAA.	4.0
b	Final EC presentation before EAC/SEAC	4.5
c	Issue of EC by MOEF&CC and/or SEIAA	5.0
<b>III</b>	<b>PHASE-III: CONSENT FOR ESTABLISHMENT</b>	
a	To prepare & submit the application to APPCB and issuance of Consent for Establishment	6.0
b	Final Documentation & Closure of contract	8.0

\* The time considered for this activity to be reduced from the total time period, if permission is granted from concerned authority to opt out public hearing/public consultation activity for this project





## G. CONSULTANCY FEE AND PAYMENT TERMS:

The consultant is required to quote a lump sum fee for whole scope of work as per pro-forma below. It shall include cost towards;

- i. Tours and Travels to visit plant site at Nellore, Andhra Pradesh and other places in India and other incidental and out of pocket allowances.
- ii. Any other incidental expenses whatsoever related to the Scope of work
- iii. No additional payments over and above the quoted Lumpsum Amount shall be acceptable.

As regards the income tax, surcharge on income tax and other corporate taxes, the appraising agencies shall be responsible for such payments to the authorities concerned. If any tax payable by the appraising agency is deducted at source as per statutory requirements, a certificate to this effect will be provided to the appraising agencies for the deducted amount.

The consultant shall indicate the price in Indian rupees only and payment will be made only in Indian rupees.

### 1. PRICE SCHEDULE

Sl. No.	Description of Scope of Work	Lump Sum Amount (in Rs.)	GST applicable in % along with applicable HSN/Tariff Code)
1	Preparation of EIA & EMP report, Obtaining Environment Clearance (EC), Consent For Establishment etc. as per Scope of work as mentioned in Sl. No."D" & "E" for setting Aluminium Alloy Production Plant from MoEF& CC, GOI and/or SEIAA, Andhra Pradesh		
	Total of (In figures & words)		

*Note: Rates shall be indicated in figures as well as in words. In case of any discrepancy/ambiguity, the Rates quoted in words shall be considered as correct.*

- a. The consultant is required to get themselves registered with GST and submit documentary evidence along with their tender, failing which, they shall be treated as unregistered dealer.
- b. It is the responsibility of the successful bidder to satisfy Tax Authorities with supporting documents as demand by Tax Authorities regarding price of items quoted.



- c. The consultant shall issue Invoice in accordance with the GST Rules giving all the information as required under the said rules.
- d. The consultant shall be fully & solely responsible to the statutory authorities for compliance of all the provisions of GST Act and Rules (Centre, State & Integrated) and other statutory provisions applicable to this work as a service provider.
- e. Conditional Price Bids are liable for rejection. Discount mentioned separately over the rates quoted above will not be considered for evaluation of the bids.

**(Signature of the Contractor with seal)**



2. **Payment Terms:** UADNL shall pay the quoted fee as per the following payment terms for services rendered under this contract.

Sl.No	Milestone activity	% of Total fee
	<b>PHASE – I: EIA Study</b>	
a	Online submission of Form-I Application to MoEF for obtaining TOR. Presentation to EAC, MoEF& CC and compliance to observation of EAC, if any and obtaining TOR	20 against submission of Bank Guarantee (BG)of equivalent amount with 14% interest. BG shall be valid till obtaining the EC
b	Conducting field study as per TOR & preparation of Draft EIA/EMP report and submission of 2 hard copies and one soft copy of the draft report for UADNL's comments / views.	
c	Submission of Comprehensive EIA & EMP Report to MoEF&CC and/or SEIAA after incorporating changes/modification, if any in compliance to EC	
d	Co-ordination with APPCB & Conducting Public Hearing , forwarding the APPCB recommendation to EAC/SEAC	20 against submission of Bank Guarantee of equivalent amount with 14% interest. BG shall be valid till obtaining the EC
e	Submission of final report in bound volumes (~25 copies) and 02 soft copies after incorporating Company's views / comments and incorporating all the issues raised during Public Hearing / Consultation etc as per MOEF guidelines.	
<b>II</b>	<b>PHASE-II: ENVIRONMENTAL CLEARANCE</b>	
a	Filing of appropriate form and submission of all the documents including the application for obtaining EC from MOEF&CC/SEIAA.	40
b	Issue of EC by MOEF&CC and/or SEIAA	
<b>III</b>	<b>PHASE-III: CONSENT FOR ESTABLISHMENT</b>	
a	To prepare & submit the application to APPCB and issuance of Consent for Establishment	20
b	Final Documentation & Closure of contract	





**DETAILS OF WORKS DONE DURING LAST FIVE YEARS**

Sl. No	Project Details			Consultancy Work Details			
	Full Postal Address including Tel.Ph. & Fax Nos. of the Client	Name of the Work	Date of award of work (copy of work-order to be submitted)	Scheduled Date of completion as per Contract	Date of actual completion	Reasons for delay, if any	Date of acceptance by client  (A copy of certificate in this regard from client to be submitted)

Note: The above shall be supported by the copies of the relevant certificates like copies of work orders, Agreements and completion reports (if any) etc. from the clients for each work.

Signature of the Tenderer with date and seal



**ORGANIZATION SETUP**

Sl.no.	Designation/ Category	Number	Qualification	No of years of professional experience	Field of specialization

*Signature of the tenderer with date and seal*





STANDARD TERMS OF REFERENCE (TOR) FOR EIA/EMP REPORT FOR  
PROJECTS/ACTIVITIES REQUIRING ENVIRONMENT CLEARANCE

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3(a):STANDARD TERMS OF REFERENCE FOR CONDUCTING  
ENVIRONMENT IMPACT ASSESSMENT STUDY FOR  
METALLURGICAL INDUSTRIES (FERROUS & NON FERROUS)  
PROJECTS AND INFORMATION TO BE INCLUDED IN EIA/EMP  
REPORT

A. STANDARD TERMS OF REFERENCE (TOR)

- 1) Executive Summary
- 2) Introduction
  - i. Details of the EIA Consultant including NABET accreditation
  - ii. Information about the project proponent
  - iii. Importance and benefits of the project
- 3) Project Description
  - i. Cost of project and time of completion.
  - ii. Products with capacities for the proposed project.
  - iii. If expansion project, details of existing products with capacities and whether adequate land is available for expansion, reference of earlier EC if any.
  - iv. List of raw materials required and their source along with mode of transportation.
  - v. Other chemicals and materials required with quantities and storage capacities
  - vi. Details of Emission, effluents, hazardous waste generation and their management.
  - vii. Requirement of water, power, with source of supply, status of approval, water balance diagram, man-power requirement (regular and contract)
  - viii. Process description along with major equipments and machineries, process flow sheet (quantative) from raw material to products to be provided
  - ix. Hazard identification and details of proposed safety systems.
  - x. Expansion/modernization proposals:
    - a. Copy of all the Environmental Clearance(s) including Amendments thereto obtained for the project from MOEF/SEIAA shall be attached as an Annexure. A certified copy of the latest Monitoring Report of the Regional Office of the Ministry of Environment and Forests as per circular dated 30th May, 2012 on the status of compliance of conditions stipulated in all the existing environmental clearances including Amendments shall be provided. In addition, status of compliance of Consent to Operate for the ongoing Iexisting operation of the project from SPCB shall be attached with the EIA-EMP report.



STANDARD TERMS OF REFERENCE (TOR) FOR EIA/EMP REPORT FOR PROJECTS/  
ACTIVITIES REQUIRING ENVIRONMENT CLEARANCE

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- b. In case the existing project has not obtained environmental clearance, reasons for not taking EC under the provisions of the EIA Notification 1994 and/or EIA Notification 2006 shall be provided. Copies of Consent to Establish/No Objection Certificate and Consent to Operate (in case of units operating prior to EIA Notification 2006, CTE and CTO of FY 2005-2006) obtained from the SPCB shall be submitted. Further, compliance report to the conditions of consents from the SPCB shall be submitted.

4) Site Details

- i. Location of the project site covering village, Taluka/Tehsil, District and State, Justification for selecting the site, whether other sites were considered.
- ii. A toposheet of the study area of radius of 10km and site location on 1:50,000/1:25,000 scale on an A3/A2 sheet. (including all eco-sensitive areas and environmentally sensitive places)
- iii. Details w.r.t. option analysis for selection of site
- iv. Co-ordinates (lat-long) of all four corners of the site.
- v. Google map-Earth downloaded of the project site.
- vi. Layout maps indicating existing unit as well as proposed unit indicating storage area, plant area, greenbelt area, utilities etc. If located within an Industrial area/Estate/Complex, layout of Industrial Area indicating location of unit within the Industrial area/Estate.
- vii. Photographs of the proposed and existing (if applicable) plant site. If existing, show photographs of plantation/greenbelt, in particular.
- viii. Landuse break-up of total land of the project site (identified and acquired), government/private - agricultural, forest, wasteland, water bodies, settlements, etc shall be included. (not required for industrial area)
- ix. A list of major industries with name and type within study area (10km radius) shall be incorporated. Land use details of the study area
- x. Geological features and Geo-hydrological status of the study area shall be included.
- xi. Details of Drainage of the project upto 5km radius of study area. If the site is within 1 km radius of any major river, peak and lean season river discharge as well as flood occurrence frequency based on peak rainfall data of the past 30 years. Details of Flood Level of the project site and maximum Flood Level of the river shall also be provided. (mega green field projects)
- xii. Status of acquisition of land. If acquisition is not complete, stage of the acquisition process and expected time of complete possession of the land.
- xiii. R&R details in respect of land in line with state Government policy

5) Forest and wildlife related issues (if applicable):

- i. Permission and approval for the use of forest land (forestry clearance), if any, and recommendations of the State Forest Department. (if applicable)
- ii. Landuse map based on High resolution satellite imagery (GPS) of the proposed site delineating the forestland (in case of projects involving forest land more than 40 ha)





**STANDARD TERMS OF REFERENCE (TOR) FOR EIA/EMP REPORT FOR  
PROJECTS/ACTIVITIES REQUIRING ENVIRONMENT CLEARANCE**

- iii. Status of Application submitted for obtaining the stage I forestry clearance along with latest status shall be submitted.
  - iv. The projects to be located within 10 km of the National Parks, Sanctuaries, Biosphere Reserves, Migratory Corridors of Wild Animals, the project proponent shall submit the map duly authenticated by Chief Wildlife Warden showing these features vis-à-vis the project location and the recommendations or comments of the Chief Wildlife Warden thereon
  - v. Wildlife Conservation Plan duly authenticated by the Chief Wildlife Warden of the State Government for conservation of Schedule I fauna, if any exists in the study area
  - vi. Copy of application submitted for clearance under the Wildlife (Protection) Act, 1972, to the Standing Committee of the National Board for Wildlife
- 6) Environmental Status
- i. Determination of atmospheric inversion level at the project site and site-specific micro-meteorological data using temperature, relative humidity, hourly wind speed and direction and rainfall.
  - ii. AAQ data (except monsoon) at 8 locations for PM10, PM2.5, SO2, NOX, CO and other parameters relevant to the project shall be collected. The monitoring stations shall be based CPCB guidelines and take into account the pre-dominant wind direction, population zone and sensitive receptors including reserved forests.
  - iii. Raw data of all AAQ measurement for 12 weeks of all stations as per frequency given in the NAQPM Notification of Nov. 2009 along with - min., max., average and 98% values for each of the AAQ parameters from data of all AAQ stations should be provided as an annexure to the EIA Report.
  - iv. Surface water quality of nearby River (100m upstream and downstream of discharge point) and other surface drains at eight locations as per CPCB/MoEF&CC guidelines.
  - v. Whether the site falls near to polluted stretch of river identified by the CPCB/MoEF&CC, if yes give details.
  - vi. Ground water monitoring at minimum at 8 locations shall be included.
  - vii. Noise levels monitoring at 8 locations within the study area.
  - viii. Soil Characteristic as per CPCB guidelines.
  - ix. Traffic study of the area, type of vehicles, frequency of vehicles for transportation of materials, additional traffic due to proposed project, parking arrangement etc.
  - x. Detailed description of flora and fauna (terrestrial and aquatic) existing in the study area shall be given with special reference to rare, endemic and endangered species. If Schedule-I fauna are found within the study area, a Wildlife Conservation Plan shall be prepared and furnished.
  - xi. Socio-economic status of the study area.





STANDARD TERMS OF REFERENCE (TOR) FOR EIA/EMP REPORT FOR PROJECTS/  
ACTIVITIES REQUIRING ENVIRONMENT CLEARANCE

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7) Impact and Environment Management Plan

- i. Assessment of ground level concentration of pollutants from the stack emission based on site-specific meteorological features. In case the project is located on a hilly terrain, the AQIP Modelling shall be done using inputs of the specific terrain characteristics for determining the potential impacts of the project on the AAQ. Cumulative impact of all sources of emissions (including transportation) on the AAQ of the area shall be assessed. Details of the model used and the input data used for modelling shall also be provided. The air quality contours shall be plotted on a location map showing the location of project site, habitation nearby, sensitive receptors, if any.
- ii. Water Quality modelling - in case of discharge in water body
- iii. Impact of the transport of the raw materials and end products on the surrounding environment shall be assessed and provided. In this regard, options for transport of raw materials and finished products and wastes (large quantities) by rail or rail-cum road transport or conveyor-cum-rail transport shall be examined.
- iv. A note on treatment of wastewater from different plant operations, extent recycled and reused for different purposes shall be included. Complete scheme of effluent treatment. Characteristics of untreated and treated effluent to meet the prescribed standards of discharge under E(P) Rules.
- v. Details of stack emission and action plan for control of emissions to meet standards.
- vi. Measures for fugitive emission control
- vii. Details of hazardous waste generation and their storage, utilization and management. Copies of MOU regarding utilization of solid and hazardous waste in cement plant shall also be included. EMP shall include the concept of waste-minimization, recycle/reuse/recover techniques, Energy conservation, and natural resource conservation.
- viii. Proper utilization of fly ash shall be ensured as per Fly Ash Notification, 2009. A detailed plan of action shall be provided.
- ix. Action plan for the green belt development plan in 33 % area i.e. land with not less than 1,500 trees per ha. Giving details of species, width of plantation, planning schedule etc. shall be included. The green belt shall be around the project boundary and a scheme for greening of the roads used for the project shall also be incorporated.
- x. Action plan for rainwater harvesting measures at plant site shall be submitted to harvest rainwater from the roof tops and storm water drains to recharge the ground water and also to use for the various activities at the project site to conserve fresh water and reduce the water requirement from other sources.
- xi. Total capital cost and recurring cost/annum for environmental pollution control measures shall be included.
- xii. Action plan for post-project environmental monitoring shall be submitted.



**STANDARD TERMS OF REFERENCE (TOR) FOR EIA/EMP REPORT FOR  
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- xiii. Onsite and Offsite Disaster (natural and Man-made) Preparedness and Emergency Management Plan including Risk Assessment and damage control. Disaster management plan should be linked with District Disaster Management Plan.
- 8) Occupational health
- i. Plan and fund allocation to ensure the occupational health & safety of all contract and casual workers
  - ii. Details of exposure specific health status evaluation of worker. If the workers' health is being evaluated by pre designed format, chest x rays, Audiometry, Spirometry, Vision testing (Far & Near vision, colour vision and any other ocular defect) ECG, during pre placement and periodical examinations give the details of the same. Details regarding last month analyzed data of above mentioned parameters as per age, sex, duration of exposure and department wise.
  - iii. Details of existing Occupational & Safety Hazards. What are the exposure levels of hazards and whether they are within Permissible Exposure level (PEL). If these are not within PEL, what measures the company has adopted to keep them within PEL so that health of the workers can be preserved,
  - iv. Annual report of health status of workers with special reference to Occupational Health and Safety.
- 9) Corporate Environment Policy
- i. Does the company have a well laid down Environment Policy approved by its Board of Directors? If so, it may be detailed in the EIA report.
  - ii. Does the Environment Policy prescribe for standard operating process / procedures to bring into focus any infringement / deviation / violation of the environmental or forest norms / conditions? If so, it may be detailed in the EIA.
  - iii. What is the hierarchical system or Administrative order of the company to deal with the environmental issues and for ensuring compliance with the environmental clearance conditions? Details of this system may be given.
  - iv. Does the company have system of reporting of non compliances / violations of environmental norms to the Board of Directors of the company and / or shareholders or stakeholders at large? This reporting mechanism shall be detailed in the EIA report
- 10) Details regarding infrastructure facilities such as sanitation, fuel, restroom etc. to be provided to the labour force during construction as well as to the casual workers including truck drivers during operation phase.
- 11) Enterprise Social Commitment (ESC)
- i. Adequate funds (at least 2.5 % of the project cost) shall be earmarked towards the Enterprise Social Commitment based on Public Hearing issues and item-wise details along with time





## STANDARD TERMS OF REFERENCE (TOR) FOR EIA/EMP REPORT FOR PROJECTS/ACTIVITIES REQUIRING ENVIRONMENT CLEARANCE

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bound action plan shall be included. Socio-economic development activities need to be elaborated upon.

- 12) Any litigation pending against the project and/or any direction/order passed by any Court of Law against the project, if so, details thereof shall also be included. Has the unit received any notice under the Section 5 of Environment (Protection) Act, 1986 or relevant Sections of Air and Water Acts? If so, details thereof and compliance/ATR to the notice(s) and present status of the case.
- 13) A tabular chart with index for point wise compliance of above TOR.

### B. SPECIFIC TERMS OF REFERENCE FOR EIA STUDIES FOR METALLURGICAL INDUSTRIES (FERROUS & NONFERROUS)

- 1) Complete process flow diagram describing each unit, its processes and operations, along with material and energy inputs & outputs (material and energy balance).
- 2) Details on blast furnace/ open hearth furnace/ basic oxygen furnace/ladle refining, casting and rolling plants etc.
- 3) Details on installation/activation of opacity meters with recording with proper calibration system
- 4) Details on toxic metals including mercury, arsenic and fluoride emissions
- 5) Details on stack height requirement for integrated steel
- 6) Details on ash disposal and management -Non-ferrous metal
- 7) Complete process flow diagram describing production of lead/zinc/copper/ aluminium, etc.
- 8) Raw materials substitution or elimination
- 9) Details on smelting, thermal refining, melting, slag fuming, and Waelz kiln operation
- 10) Details on Holding and de-gassing of molten metal from primary and secondary aluminum, materials pre-treatment, and from melting and smelting of secondary aluminium
- 11) Details on solvent recycling
- 12) Details on precious metals recovery
- 13) Details on composition, generation and utilization of waste/fuel gases from coke oven plant and their utilization.
- 14) Details on toxic metal content in the waste material and its composition and end use (particularly of slag).
- 15) Trace metals Mercury, arsenic and fluoride emissions in the raw material.
- 16) Trace metals in waste material especially slag.
- 17) Plan for trace metal recovery
- 18) Trace metals in water





STANDARD TERMS OF REFERENCE (TOR) FOR EIA/EMP REPORT FOR  
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C. ADDITIONAL TOR FOR INTEGRATED STEEL PLANT

- 1). Iron ore/coal linkage documents along with the status of environmental clearance of iron ore and coal mines
- 2). Quantum of production of coal and iron ore from coal & iron ore mines and the projects they cater to. Mode of transportation to the plant and its impact
- 3). For Large ISPs, a 3-D view i.e. DEM (Digital Elevation Model) for the area in 10 km radius from the proposal site. MRL details of project site and RL of nearby sources of water shall be indicated.
- 4). Recent land-use map based on satellite imagery. High-resolution satellite image data having 1m-5m spatial resolution like quickbird, Ikonos, IRS P-6 pan sharpened etc. for the 10 Km radius area from proposed site. The same shall be used for land used/land-cover mapping of the area.
- 5). Respirable Suspended particulate matter (RSPM) present in the ambient air must be analysed for source analysis - natural dust/RSPM generated from plant operations (trace elements). The RSPM shall also be analysed for presence of poly-aromatic hydrocarbons (PAH), i.e. Benzene soluble fraction, where applicable. Chemical characterization of RSPM and incorporating of RSPM data.
- 6). All stock piles will have to be on top of a stable liner to avoid leaching of materials to ground water.
- 7). Plan for the implementation of the recommendations made for the steel plants in the CREP guidelines.
- 8). Plan for slag utilization
- 9). Plan for utilization of energy in off gases (coke oven, blast furnace)
- 10). System of coke quenching adopted with justification.

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TERMS AND CONDITIONS TO TENDER ENQUIRY**1. DEFINITION**

- a. 'MIDHANI' shall mean Mishra Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at P.O. Kanchanbagh, Hyderabad - 500 058, India, and shall include its successors and assigns.
  - b. 'UADNL'/PURCHASER shall mean Utkarsha Aluminium Dhatu Nigam Limited, incorporated under the Companies Act, 1956, and having its registered office at Hyderabad and shall include its successors and assigns.
  - c. 'NALCO' shall mean National Aluminium Company Limited, incorporated under the Companies Act, 1956, and having its registered office at Bhubaneswar and shall include its successors and assigns.
  - d. 'TENDERER' shall mean the person, firm or corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns.
  - e. 'SUCCESSFUL TENDERER/SUPPLIER/CONTRACTOR' shall mean the Tenderer whose tender has been accepted and shall include his/its heirs, executors, administrators, legal representatives, successors and assigns approved by the Purchaser.
  - f. Words imparting the singular only also include the plural and vice versa where the context requires. Words imparting the persons include firm and corporation and vice versa where the context requires.
2. The tenders should be valid for a minimum period of 3 months from the date of opening of the tenders. The rates should be quoted in both figures and words Erasers and corrections may be avoided. In case, it is unavoidable, the same may be done with full counter signature of the tenderer on such places.
  3. The offer should be complete in all respects. Quotation with vague and inconclusive expressions and not clear in all respects are liable to be rejected. Where counter terms and conditions have been offered by the Tenderer, the purchaser shall not be governed by these unless specific acceptances have been given in writing in the order by the Purchaser.
  4. Firmness of price: The quoted prices should be firm during the tenure of Contract /Purchase Order.
  5. Please confirm whether your firm / Company is registered as MSME unit under Single Point Registration Scheme of NSIC, Part-II of DIC and if so please furnish proof of registration, without certificate, firm will not be considered as MSME.
  5. Acceptance of tender: UADNL reserves the right to accept or reject the whole or any part of the tender without assigning any reason whatsoever. UADNL may also enter into contract parallelly with other sub-contractors for the same job.
  7. The detailed scope of work / supply is given in the Scope of Work document.
  8. UADNL shall have no responsibility whatsoever if the tenders are not received in sealed covers at the appointed date and time. The tender papers are not transferable.
  9. The required information about tenderer and other details are to be furnished as per the Tender document.
  10. Payment Terms: As defined in the Scope of Work document.





## 11. EARNEST MONEY DEPOSIT

The tender must be accompanied by an EMD amount of **Rs. 60,000** through online *as per below Bank Details.*

Account Name: UTKARSHA ALUMINIUM DHATU NIGAM LIMITED

Account Number: 38754989786

Branch Name: SBI Chandrayanagutta Branch

IFSC: SBIN0003026.

or Bank Guarantee as per format enclosed from a Scheduled Bank encashable in Hyderabad, India with validity till 180 days.

If EMD is not submitted, offers are liable for rejection. EMD and Security Deposit in the form of Demand Draft or Bankers Cheque will not be considered unless prior consent from UADNL is obtained.

The earnest money shall be kept deposited till validity of the offers/finalization of the tender whichever is earlier. The Earnest Money will not earn any interest. If the tenderer after submitting his tender and during the tender's validity period, resile from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Purchaser, the earnest money shall be liable to be forfeited. Should an Invitation to tender to be withdrawn or cancelled by the Purchaser, which it shall have the right to do at any time, the earnest money paid with the tender will be returned.

The Earnest Money shall be returned to all the firms after finalization of the tender, except to the successful tenderer. EMD of successful tenderer shall be returned after submission of Security Deposit/shall be held as Security Deposit as the case may be. Should the successful tenderer, upon the acceptance of his tender, fail or refuse to sign the agreement within the period fixed by the Purchaser as indicated above, the earnest money shall be forfeited without prejudice to his being liable for any further loss or damage incurred in consequence by the purchaser.

**In case of EMD Exemption/EMD Not applicable:** In case of failure of the bidder to accept / execute the contract, the bidder shall not be permitted to participate in the re-tender for the same item. Also suitable penal action as deemed fit by UADNL shall be imposed.

## 12. SECURITY DEPOSIT

In case of successful tenderer, **10% of Purchase Order/Contract Value** towards SD shall be submitted by vendor within 21 days from the date of PO, in the form of Bank Guarantee or payment through online with proof thereof. In case the supplies are completed within 21 Days and the same are subsequently accepted by UADNL, no SD or Interest shall be applicable. SD shall be valid for respective contract period of respective phases.

The Security Deposit of above amount shall be submitted on placement of order, online in the above mentioned Bank details Or Bank Guarantee as per format enclosed from a Scheduled Bank of India encashable in Hyderabad, India with validity till successful completion of the Order, within 21 days from the placement of order.

The security deposit shall be for the due and faithful performance of the contract and shall remain binding notwithstanding such variations, alterations or extensions of time as it may be made, given, conceded or agreed to between the Supplier/Contractor and Purchaser.

The Security Deposit furnished by the successful tenderer will be subject to the Terms & Conditions of the order/contract finally concluded between the parties and the Purchaser will not be liable for payment of any interest on the security deposit or any depreciation thereof.

*The Security Deposit shall be refunded on application by the contractor after expiry of the contract period and after he has discharged all his obligations under the contract and produced a certificate from the Purchaser's authorized representatives certifying the due completion & acceptance of the work.*





All Government Departments and Central PSUs are exempted from payment of Security Deposit. In all cases where SD is exempted, in case of failure of the bidder to accept / execute the contract as per agreed terms, the bidder shall not be permitted to participate in the re-tender for the same item. Suitable penal action in accordance with other provisions of the Tender shall also be applicable.

**NOTE: In case SD is not submitted within the stipulated time as above, interest @ 12% p.a. shall be levied for the period of delay beyond the stipulated time. Interest as above may be either deposited by the supplier / contractor or recovered from any amounts due to the supplier / contractor.**

13. Negotiations are normally not held except in rare cases. Hence, the tenderer is advised to quote the lowest, competitive rate. Any voluntary Post-tender price reductions will render the quotation, liable for disqualification.
14. Taxes & Duties: As applicable, mention clearly. Otherwise offer will be considered as inclusive of all taxes & duties.
15. **All Bank Guarantees submitted:**
  - a. Shall be from a Nationalized Bank/ Scheduled Commercial Bank encashable in India and in our prescribed formats only.
  - b. Bank Guarantees shall have an additional claim period of one year from the date of expiry.
16. UADNL reserves its right to call for original of the supporting documents for verification if so deemed fit and also cross-check for any details as furnished by the bidder. Bidder shall have no objection whatsoever in this regard.
17. Bidder shall be deemed to have examined, fully understood and considered the contents of all documents issued as part of the TENDER prior to preparation of the proposal. It shall be the sole responsibility of the Bidder to notify the Client of any discrepancies, errors or omissions in any part of the TENDER and to obtain interpretation and /or clarification on any questions that may arise.
18. A successful Bidder shall not in any way be relieved from obligation under the contract should any technical information, engineering data or other information obtained from Client (whether or not contained in the TENDER, or otherwise) be incorrect and /or insufficient.
19. Bidder is advised to respond in all matters asked for in the Tender. Vague statements will be considered as non-compliance with the Tender. Deviation, if any, shall be brought out in the proposal.
20. It is the responsibility of the Bidder to submit all information, which demonstrates its ability to complete the work described in this Tender. Any inadequacy or failure to submit the required information may result in the proposal being rejected.
21. Bidder's proposal shall cover all the scope of the services as described in the Tender including all requested options, which have to be confirmed explicitly in his proposal. Client may reject exclusions for a part of the scope of services or an incomplete proposal.
22. Bidder may outsource technical expert that is not available in-house provided the use of such outsourced experts is clearly identified in the technical proposal.
23. Client reserves the right to reject, in whole or in part, any or entire proposal and to select the proposal of his choice without assigning any reason.



24. Bidders requiring a clarification of the documents must notify the Client, in writing not later than 7 days (seven days) before the submission date. The Client shall respond to such requests, and copies of the response shall be sent to all invited Bidders.
25. At any time before the submission of proposals, the Client may, for any reason, whether at his own initiative or in response to a clarification requested by a Bidder, modify the documents by amendment. The Client may at its discretion extend the dead line for the submission of bids.
26. The tenderer will be required to obtain the workmen compensation Policy covering the persons engaged by him and to give compensation as required under this Act in case of any accident in respect of the employees employed by him under this contract.
27. The Contractor shall pay compensation if he or his workers causes / cause loss or damage to UADNL's property in any manner. Alternatively UADNL reserves its right to recover the said loss / amount from the contractor's bills or from any sum due or which may become due to the contractor or forfeit the Security Deposit. Appropriate - action including legal recoveries will be resorted to for effective recoveries taken to recover the compensation in the event of Contractor's fails to compensate within the stipulated time limit on demand.
28. The Contractor shall comply with provisions of various Acts/Rules of Contract Labour (Regulation & Abolition) Act 1970, Employee Compensation Act and other statutory provisions as necessary.
29. Intellectual property Rights:  
Client will be entitled to use all drawings and documents to be prepared by the Consulting Engineer or copy them for the project and the purpose for which they are intended. Client will also ensure that its suppliers/contractors/agents etc do not use the design/drawings/documents etc. supplied by Consulting Engineers for any other project excepting the project for which these design/drawings/documents etc. have been specifically prepared and provided by Consulting Engineers.
30. Confidentiality:  
The parties shall keep this Agreement and any subsequent agreement and all the project information exchanged between the Parties confidential, and shall not furnish copies of them to any person, or disclose their contents, except as required for the preparation of the technical and commercial offers related thereto. Bidder shall not disclose confidential information to any third party without prior written approval of UADNL.
31. Security:  
MIDHANI, NALCO and UADNL premises are under security arrangement. The entry / exit into / from the premises will be regulated by pass and in plant security checks will be carried out. The Consultant shall take notice of the security restrictions and comply with the security arrangements. The Consultant shall abide by the rules and regulations and other security checks existing and to be imposed by the Company from time to time.
32. Assignment:  
Neither consultant shall transfer, assign, or delegates this Agreement or its rights or duties or obligations under this contract to any other party, except with prior written content of the Client.





**33. ARBITRATION :**

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with the EOI/contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be resolved/settled amicably, through mutual negotiation; failing which the differences shall be resolved by way of arbitration in accordance with the International Centre for Alternative Dispute Resolution (ICADR) Arbitration Rules 1996. The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR). And will provide administrative services in accordance with ICADR Arbitration Rules 1996. The seat of arbitration shall be India. The language of the arbitration proceeding shall be English. The place of arbitration proceedings shall be Hyderabad, Telangana, India.

**34. JURISDICTION**

All questions, disputes or differences arising under, out of or in connection with the contract shall be subject to the exclusive jurisdiction of court within local limits of Hyderabad, India

**35. RISK PURCHASE**

The supply of all items must be completed satisfactorily and within the specified period in the order falling which the Purchaser reserves the right to purchase stores from other sources at the supplier's cost and risk. In such case the supplier shall be bound to pay the extra cost incurred by Purchaser forthwith on demand.

**36. WORK IN ABEYANCE (TEMPORARY SUSPENSION)**

If for any reason, Client wishes to hold the work of the Project in abeyance, Client shall inform Consulting Engineers in writing one (1) month's notice to this effect. All work so stopped shall be resumed by the consultant based on a schedule to be mutually agreed upon between the Client and the consultant. The Client will not pay the consultant for any work, which is performed by the consultant during such an interval of suspension, and the Client shall not be liable to the consultant for any damages or loss caused by such a suspension of work. However the if the suspension period lingers for more than 3 months , then based on Consultant's request, the fees may be renegotiated at mutually agreed terms & conditions.

**37. ADDENDA TO TENDER DOCUMENTS**

The Purchaser reserves the right to issue addenda to the tender documents to clarify, modify, supplement or delete any of the condition, clause or items stated in the tender documents issued with this invitation to Tender. Each addendum issued will be distributed to each tenderer or his authorized representative and the addendum so issued shall form a part of the original tender documents to be reviewed as required.

**38. NO CLAIM FOR COMPENSATION FOR SUBMISSION OF TENDER**

The tenderers whose tenders are not accepted shall not be entitled to claim any costs, charges and expenses of the tender, incidental to or incurred by them, through or in connection with their submission of tenders even though the Purchaser may elect to withdraw the invitation to tender.

**39. BANKRUPTCY**





If the Supplier/Contractor shall become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any asset thereof or compound with his creditors, or being a corporation commence to be wound up, or carry on its business under a Receiver for the benefits of its creditors or any of them, the Purchaser shall be at liberty:

a. To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the receiver / liquidator.

OR

b. To give such receiver, liquidator or other person the option of carrying out the contract subject to his providing guarantee up to an amount to be agreed for the due and faithful performance of the Contract.

#### 40. RIGHT OF ACCEPTANCE

The Purchaser does not bind himself to accept the lowest or any of other tender and reserves the right of acceptance the whole or any part of the tender or portion of the quantity offered.

#### 41. TERMINATION / SHORT CLOSING OF THE CONTRACT:

If for any reason, Client decides to abandon the work or cancel the contract or to terminate the consultant's services, in whole or part under it, the Client can do so by giving one (1) months' notice to Consulting Engineers specifying in such notice the reason or the basis for this decision. The consultant shall immediately stop all work in connection with the contract as directed by the Client and any payments due to Consulting Engineers for services rendered till the date of expiry of the notice period as per the terms of payment and such additional cost as incurred by Consulting Engineers till that period in connection with their assignment shall be paid by Client.

#### 42. LIQUIDATED DAMAGES:

The time is the essence of contract specified shall be strictly observed by the Consultant. If the Consultant fails to comply with the time schedule, he shall be liable to pay liquidated damages @ 1% (one percent) on the Contract amount of work for every week or part thereof, for the work remains un-commenced or unfinished provided the total LD shall not exceed 10% of the Contract amount. The decision of UADNL on this behalf shall be final and binding on the Contractor. Failure on the part of the Consultant to carry out the assigned jobs by deploying his workmen in time, UADNL apart from levying LD is entitled to make alternate arrangement for carrying out such jobs at the cost & risk of the Consultant and shall recover such expenditure incurred by it from the Consultant bills / security deposits. In case the amounts of the Bills and Security Deposit amounts are not sufficient for recovery, the Consultant shall pay the differential amount. The payment or deduction of such damages shall not relieve the contractor from his obligations to complete the work or from any other of his obligations and liabilities under the contract.

#### 43. FORCE MAJEURE:

Either Party shall not be responsible for execution of this contract in the event of force majeure situation like any war, emergency, accident, hostility, civil unrest, sabotage, fire, flood, tsunami, storm, earthquake, explosion, epidemic, quarantine restriction or other acts of God, strikes and lock-outs, trade embargoes, government restrictions, absence of the usual means of communication or transportation (hereafter referred to as 'eventually') and any other impediment which both the parties feel that it is beyond



reasonable control of parties. If any force majeure occurs in relation to either party which affects or is likely to affect the performance of any of its obligation under this contract, it shall notify the other party within 15 days as to the nature and extent of the circumstances in the question and their effect on its ability to perform. A party affected by force majeure shall not be deemed to be in breach of this contract or otherwise be liable to the other by reason of any delay in performance, or the non-performance, of any of its obligations under this contract to the extent that the delay or non-performance is due to any force majeure of which it has notified the other party. Should one or both parties be prevented from fulfilling their contractual obligation by a state of force majeure lasting continuously for a period of at least six months, both the parties shall negotiate in good faith and use their best endeavors regarding further implementation of the contract or to agree upon such amendments to this contract or alternative arrangements as may be fair and reasonable with a view to alleviating its effect, but if no mutually agreed amendments or arrangements is arrived at within a period of two months from the expiry of the force majeure event or expiry of the said six months whichever is earlier, it will imply that both the parties have the obligation to reach an agreement regarding the winding of and financial settlement of the contract.

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**DECLARATION BY THE TENDERER**

I/We have fully understood and accepted in to the Terms & conditions of the Tender Document & it's annexure attached and declare that I/We understood the Scope of Work / Supply/ Specifications and submitted my /our offer.

I/We declare that I/We abide by the same. I/We have submitted all required documents.

Date :

Signature of Tenderer with Seal.





**Annexure III**

**SPECIMEN FORMS OF**

**BANK GUARANTEES**

1. BG FORMAT IN LIEU OF EMD
2. FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
3. FORM OF BANK GUARANTEE FOR PART PAYMENTS



## BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. WHEREAS UTKARSHA ALUMINIUM DHATU NIGAM LIMITED, a Joint Venture Company promoted by NALCO (a Navratna CPSU under Ministry of Mines) and MIDHANI (a Miniratna CPSU under Ministry of Defence) to setup 60000 TPA Capacity High End Aluminium Alloy Production Plant at Nellore, Andhra Pradesh (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 Tender No: \_\_\_\_\_ for supply of \_\_\_\_\_ (herein after 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 conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs./USD \_\_\_\_\_ towards earnest money in lieu of cash.

2. WE (Bank Name and Address) (herein after called the bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demur merely on a demand from the company stating that in the opinion of the company, which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after 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 of the 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./USD \_\_\_\_\_.

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 a valid discharge of our liability for payment thereunder. Our liability to pay is not dependant or conditional on the owner proceeding against the tenderer.

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 respect 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 Name and Address) 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 it 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 tender(s) or till date: \_\_\_\_\_ whichever is earlier and accordingly discharges the guarantee.

6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.

7. We (Bank Name and Address), 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).

8. Notwithstanding anything contained herein before, our liability shall not exceed Rs./USD \_\_\_\_\_ towards earnest money in lieu of cash and shall remain in force till (date). Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry i.e., \_\_\_\_\_ we shall be discharged from all the liabilities under this guarantee.

Date: \_\_\_\_\_ (Bank Name and Address)

Signature of duly

Authorized person

On behalf of the Bank

With seal & signature code



**FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT**

1. This deed of guarantee executed on .....day of ..... by  
.....

(Name and Address of the Bank)

the Bank hereinafter called Bank (which term shall mean and include its successors and assigns wherever the context so admits) in favour of M/s. Utkarsha Aluminium Dhatu Nigam Limited., a Joint Venture Company promoted by NALCO (a Navratna CPSU under Ministry of Mines) and MIDHANI (a Miniratna CPSU under Ministry of Defence) to setup 60000 TPA Capacity High End Aluminium Alloy Production Plant at Nellore, Andhra Pradesh, herein after referred to as the "Purchaser" (which terms shall mean and include its successors in office and assigns).

2. In consideration of M/s. Utkarsha Aluminium Dhatu Nigam Limited (Purchaser) having agreed to exempt ..... hereinafter called the said Contractor(s) (which term shall mean and include its successors assigns and legal representatives) from the demand under the terms and conditions of Purchase / Work Order No. .... dated ..... for .....(hereinafter called the said agreement) of Earnest Money / Security Deposit/ Defect Liability deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of a bank guarantee for Rs.....(Rupees..... only), we ..... (name of the bank, address) (hereinafter referred to as "The Bank") at the request of ..... Contractor(s) do hereby undertake to pay Purchaser an amount not exceeding Rs ..... against any losses or damage caused to or suffered or would be caused to or suffered Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.

3. We ..... (Bank) do hereby unconditionally and irrevocably agree and undertake to pay to Purchaser the amounts due and payable under this Guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to on suffered by Purchaser by reason of breach by the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank 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 .....

4. We undertake to pay Purchaser and money so demanded notwithstanding any dispute or disputes by the contractor(s) / supplier(s) in any suit or proceedings pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have not claim against us for making such payment.





5. We ..... (Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Purchase under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Provided that if Purchaser together with the Contractor seeks an extension of terms of the Guarantee, such extension shall be granted by the Bank and the guarantee shall be in full force till the expiry of such extended period.
6. We ..... (Bank) further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by purchaser against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of Purchaser or any indulgence by Purchaser to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.
7. It shall not be necessary for Purchaser to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Purchaser may have obtained or obtains from the contractor.
8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
9. We ..... (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchase in writing.
10. Our liability is limited to a sum not exceeding Rs ..... unless a claim is made on us in writing on or before ..... (3 months beyond the date of delivery / completion as specified in the contract) we shall be discharged from liability under this guarantee.

In witness whereof these presents are executed at ..... on the date, month and year first herein above written.

FOR AND ON BEHALF OF THE BANK WITHIN NAMED



### 3. BANK GUARANTEE TO SECURE THE PAYMENT MADE AGAINST PHASE ACTIVITIES

1. This deed of guarantee executed on .....day of .....  
by.....

(Name and Address of the Bank)

the Bank hereinafter called Bank (which term shall mean and include its successors and assigns wherever the context so admits) in favour of M/s. Utkarsha Aluminium Dhatu Nigam Limited., a Joint Venture Company promoted by NALCO (a Navratna CPSU under Ministry of Mines) and MIDHANI (a Miniratna CPSU under Ministry of Defence) to setup 60000 TPA Capacity High End Aluminium Alloy Production Plant at Nellore, Andhra Pradesh, herein after referred to as the "purchaser" (which terms shall mean and include its successors in office and assigns).

2. In consideration of M/s. Utkarsha Aluminium Dhatu Nigam Limited (Purchaser) agreeing to make payment of Rs ..... representing ..... % of the value of indigenously dispatched goods (lot wise) as per the terms and conditions of the Purchase / Works Order No. .... dated ..... (Hereinafter called the Agreement) to ..... hereinafter called the said Contractor(s) (which term shall mean and include its successors assigns and legal representatives) on production of a bank guarantee covering the lot value plus interest at 14% p.a. for Rs ..... (Rupees ..... only), we ..... (name of the bank, address) (Hereinafter referred to as "The Bank") at the request of ..... Contractor(s) do hereby undertake to pay Purchaser an amount not exceeding Rs ..... against any losses or damage caused to or suffered or would be caused to or suffered Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement.
3. We ..... (Bank) do hereby unconditionally and irrevocably agree and undertake to pay to Purchaser the amounts due and payable under this Guarantee without any demur, merely on a demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to on suffered by Purchaser by reason of breach by the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank 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 .....
4. We undertake to pay Purchaser and money so demanded notwithstanding any dispute or disputes by the contractor(s) / supplier(s) in any suit or proceedings pending before any court of tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have not claim against us for making such payment.





5. We ..... (Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of Purchase under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharges or till Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Provided that if Purchaser together with the Contractor seeks an extension of terms of the Guarantee, such extension shall be granted by the Bank and the guarantee shall be in full force till the expiry of such extended period.
6. We ..... (Bank) further agree with Purchaser that Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by purchaser against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation of extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of Purchaser or any indulgence by Purchaser to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions, have effect of so relieving us.
7. It shall not be necessary for Purchaser to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which Purchaser may have obtained or obtains from the contractor.
8. This guarantee shall not be discharged due to the change in the constitution of the Bank or the contractor(s).
9. We ..... (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of Purchase in writing.
10. Our liability is limited to a sum not exceeding Rs ..... unless a claim is made on us in writing on or before ..... (3 months beyond the date of delivery / completion as specified in the contract) we shall be discharged from liability under this guarantee.

In witness whereof these presents are executed at, ..... on the date, month and year first herein above written.



FOR AND ON BEHALF OF THE BANK WITHIN NAMED

**INTEGRITY PACT**

Between

**Utkarsha Aluminium Dhatu Nigam Limited (UADNL)** hereinafter referred to as "**The Principal**",  
and

..... hereinafter referred to as "**The Bidder/ Contractor**"

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal's Chairman/CEO will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Chairman/CEO of the Principal shall initiate disciplinary actions.

**Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.





- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to Chairman/CEO and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure.

### Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure.



## Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

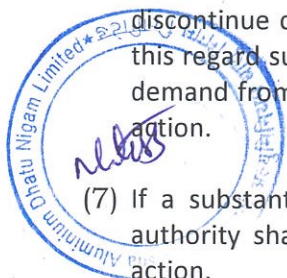
- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor. In case of subcontract (only when the contract provide for sub contracting) the clause is applicable.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Chairman/CEO.

## Section 8 – Monitor – Chairman/CEO of UADNL

- (1) The Chairman/CEO of the Principal shall be the Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the competent authority.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) If a substantiated suspicion of an offence under relevant IPC/ PC Act, the competent authority shall proceed against such offence, within the reasonable time to take visible action.





(8) The word 'Monitor' would include both singular and plural.

**Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Competent Authority.

**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of Monitor.



\_\_\_\_\_ (For & On behalf of the Principal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name &Address)

\_\_\_\_\_

Witness 2:

(Name &Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

## A BRIEF NOTE ON GREEN FIELD PROJECT

Utkarsha Aluminium Dhatu Nigam Limited (UADNL) incorporated on August 21, 2019, is a Joint Venture Company promoted by NALCO (a Navratna CPSU under Ministry of Mines) and MIDHANI (a Miniratna CPSU under Ministry of Defence) to setup 60000 TPA Capacity High End Aluminium Alloy Production Plant at Nellore, Andhra Pradesh.

A land of 110 Acres has already been acquired from Andhra Pradesh Industrial Infrastructure Corporation (APIIC) for this project in the Bodduvaripalem village in the Kodavaluru Mandal of SPSR Nellore District at Andhra Pradesh. The geographical coordinates i.e. latitude and longitude of Bodduvaripalem is 14.436255 and 79.969225 respectively.

Estimated raw materials input is about 90000 TPA consists of Aluminium Ingots, master alloys, aluminium scrap and other input materials are being used to manufacture and supply Aluminium Alloy Flat Rolled Product (FRP) for strategic and critical infrastructure requirements. The plant is broadly consist of the following major facilities

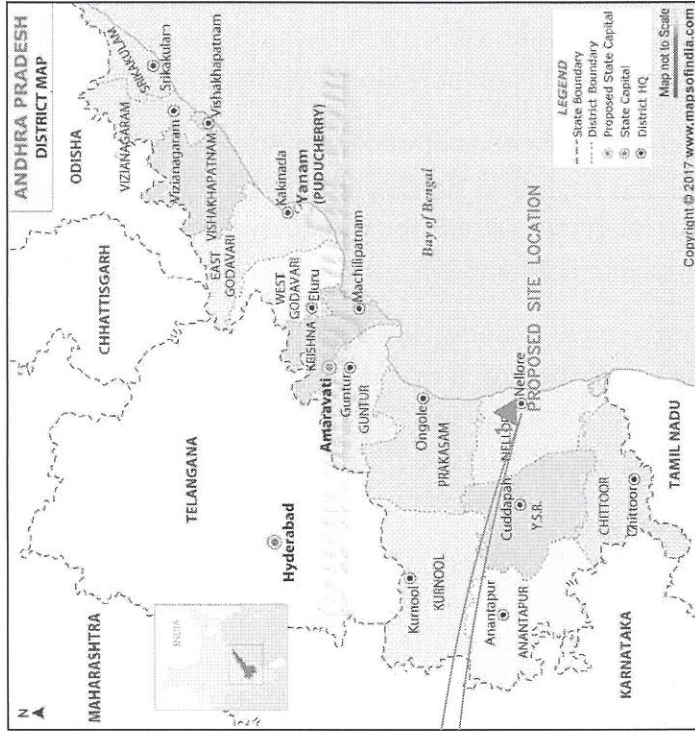
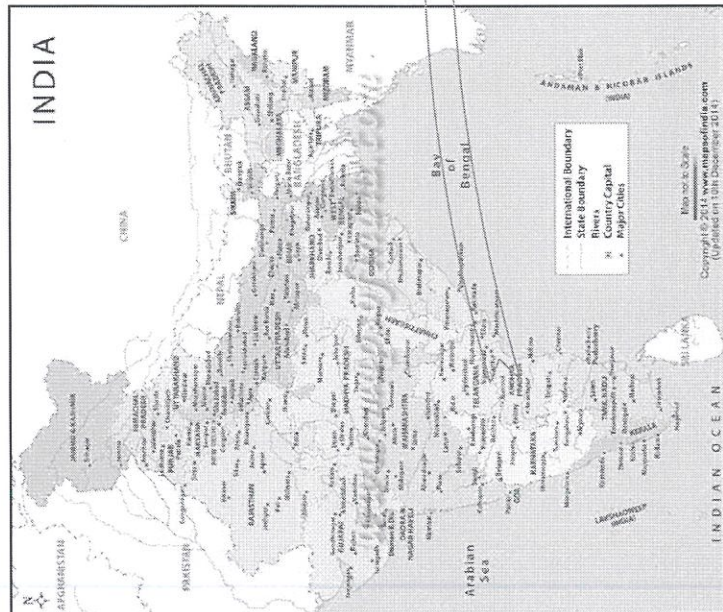
1. Electrical Switchyard
2. Raw material Handling & storage yard
3. Melting and Holding furnaces
4. Vertical DC Casting
5. Re-heating furnaces and Hot Rolling Mill
6. Cold Rolling Mill
7. Plate & sheet finishing line
8. Thermal Treatment (heat Treatment) Facility
9. Cutting and packaging
10. Utilities like compressors house, emergency power DG units, Fuel storage & handling, Dross storage& processing unit, etc.

The plant is envisaged to manufacture and supply of Aluminium Alloy Flat Rolled Products (FRP) in the form plates, sheets, coils, etc.

The proposed plant site is enclosed for reference.







MISHRA DHATU NIGAM LIMITED



मेकॉन लिमिटेड  
MECON LIMITED

ADDONUM ALLOY FLAT ROLLED  
PRODUCTS PLANT, NELLORE, AP  
LOCATION MAP

SECTION	DATE	SCALE	REV.
LOCATION	14/07/2017	1:14,075W/000	1 of 1
DESIGNED	AD		
DRAWN	AD		
CHECKED	AD		
APPROVED	AD		



**PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER**  
**(In Separate Sealed Covers)**

**ENVELOPE NO.1:**

PART - I "TECHNO- COMMERCIAL BID"  
ALONG WITH EMD & INTEGRITY PACT  
ENQUIRY NO. UADNL/ADVT/01/20-21, Date: 15-07-2020  
DATE: 15-07-2020  
DUE DATE : 07-08-2020 AT 10.30 AM  
To  
THE ADDL. GENERAL MANAGER (PURCHASE)  
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

**ENVELOPE NO.2:**

PART - II "PRICE BID"  
ENQUIRY NO. UADNL/ADVT/01/20-21, Date: 15-07-2020  
DATE: 15-07-2020  
To  
THE ADDL. GENERAL MANAGER (PURCHASE)  
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

PLEASE PUT ALL THE TWO ENVELOPES IN A BIGGER SIZE ENVELOPE:

**ENVELOPE NO: 3 (BOTH THE ENVELOPE No. 1 & No. 2 TO BE PLACED IN THE ENVELOPE No. 3):**

TENDER NO.  
ENQUIRY NO. UADNL/ADVT/01/20-21, Date: 15-07-2020  
DATE: 15-07-2020  
DUE DATE : 07-08-2020 AT 10.30 AM

CONTENTS:

- 1) TECHNO-COMMERCIAL BID WITH EMD
- 2) PRICE BID

To  
THE ADDL. GENERAL MANAGER (PURCHASE)  
MISHRA DHATU NIGAM LIMITED  
PO: KANCHANBAGH,  
HYDERABAD - 500 058.

NAME OF THE TENDERER:





## Corrigendum for Notice Inviting Tender (NIT) issued

for

**Engagement of Consultant for Preparation of Environmental Impact Assessment Study (EIA)/Environmental Management Plan (EMP) to Obtain Environmental Clearance (EC) from Concerned Authority to Set Up A Green Field Project at Nellore Andhra Pradesh, India.**

**Bid reference: UADNL/ADVT/01/20-21, dated 15.07.2020**

**Subject: Corrigendum for Clarifications based on Pre – Bid Meeting**

Tender Ref.	Existing	To be read as
Clause No: C and Sl. No: 06	The bidder should have successfully completed at least two Work orders for all the activities to obtain "Environmental clearance from MoEF& CC of Gol/ or SEIAA at state level for a Greenfield project of Metallurgical Industry (Secondary Metallurgy for ferrous/non-ferrous industry of capacity more than 30,000 TPA) of category B1 projects in last five years.	The bidder should have successfully completed at least two Work orders for all the activities to obtain "Environmental clearance from MoEF& CC of Gol/ or SEIAA at state level for a Greenfield project of Metallurgical Industry (Secondary Metallurgy for ferrous/non-ferrous industry of capacity more than 30,000 TPA) of <b>category B1 or Category A projects</b> in last five years.
Clause No: F	The Contractor shall complete the activities of Phase-I, Phase II and Phase III as detailed below and thereafter the contractor shall be associated with Company for obtaining the Environmental Clearance (EC) and consent for establishment/operation. The detailed time frame for the execution of the Contract will be as follows:  <b>-- Existing --</b>	The Contractor shall complete the activities of Phase-I, Phase II and Phase III as detailed below and thereafter the contractor shall be associated with Company for obtaining the Environmental Clearance (EC) and consent for establishment, The detailed time frame for the execution of the Contract will be as follows:  <b>As per Annexure I to this document</b>
Clause no: G and Sl No: 02	<b>Payment Terms:</b> UADNL shall pay the quoted fee as per the following payment terms for services rendered under this contract  <b>-- Existing --</b>	<b>Payment Terms:</b> UADNL shall pay the quoted fee as per the following payment terms for services rendered under this contract  <b>As per Annexure II to this document</b>
Clause no: D Sl No 01 (u)	To prepare and submit the application for Consent for Establishment and Consent for Operation after review by the Company and follow-up with the SEIAA/APPCB, Andhra Pradesh till the said consent is received by UADNL.	To prepare and submit the application for Consent for Establishment after review by the Company and follow-up with the SEIAA/APPCB, Andhra Pradesh till the said consent is received by UADNL.
Due Date	<b>Receipt of Tender on or before:</b> 07 <sup>th</sup> AUG 2020 at 10.00 Hrs. IST <b>Opening of Tender Date:</b> 07 <sup>th</sup> AUG 2020 at 10.30 Hrs. IST <b>Procedure to be followed for Submission of Tender (In Separate Sealed Covers):</b> <b>-- Existing --</b>	<b>Receipt of Tender on or before:</b> 14 <sup>th</sup> AUG 2020 at 10.00 Hrs. IST <b>Opening of Tender Date:</b> 14 <sup>th</sup> AUG 2020 at 10.30 Hrs. IST <b>Procedure to be followed for Submission of Tender (In Separate Sealed Covers):</b> <b>As per Annexure III to this Document</b>





**A. TIME SCHEDULE:**

The Contractor shall complete the activities of Phase-I, Phase II and Phase III as detailed below and thereafter the contractor shall be associated with Company for obtaining the Environmental Clearance (EC) and consent for establishment/operation. The revised time schedule for the execution of the Contract will be as follows:

SI No	Activity	Revised Time Schedule after Prebid meeting held on 27 July2020 In months from the date of Lol /PO)
<b>I</b>	<b>PHASE – I: EIA Study</b>	
a	Presentation to EAC, MoEF& CC and/or SEAC, SEIAA and compliance to observation of EAC/SEAC, if any and obtaining TOR.	1.0
b	Conducting field study as per ToR i.e. Baseline survey for air, soil and ecology, etc and Preparation of Draft EIA/EMP report and submission of 2 hard copies and one soft copy of the draft report for UADNL's comments / views.	4.0
c	Submission of Comprehensive EIA & EMP Report to MoEF&CC and/or SEIAA after incorporating changes/modification as necessary.	4.5
*d	Co-ordination with APPCB & Conducting Public Hearing , forwarding the APPCB recommendation to EAC/SEAC	6.0
e	Submission of final report in bound volumes (~25 copies) and 02 soft copies after incorporating Company's views / comments and incorporating all the issues raised during Public Hearing / Consultation etc as per MOEF&CC guidelines.	7.0
<b>II</b>	<b>PHASE II: ENVIRONMENTAL CLEARANCE</b>	
a	Filing of appropriate form and submission of all the documents including the application for obtaining EC from MOEF&CC/SEIAA.	7.5
b	Final EC presentation before EAC/SEAC	8.5
c	Issue of EC by MOEF&CC and/or SEIAA	9.0
<b>III</b>	<b>PHASE III: CONSENT FOR ESTABLISHMENT</b>	
a	To prepare & submit the application to APPCB and issuance of Consent for Establishment	9.5
b	Final Documentation & Closure of contract	10.0

\* The time considered for this activity may be reduced from the total time period, if permission is granted from concerned authority to opt out public hearing/public consultation activity for this project





1. **Payment Terms:** UADNL shall pay the quoted fee as per the following payment terms for services rendered under this contract.

Sl.No	Milestone activity	% of Total fee
<b>I</b>	<b>PHASE – I: EIA Study**</b>	
a	Presentation to EAC, MoEF& CC and compliance to observation of EAC, if any and obtaining TOR	10
b	On Completion of base line study as per TOR & preparation of Draft EIA/EMP report and submission of draft EIA & EMP Report to MoEF&CC and/or SEIAA.	20
c	On Completion of Public Hearing/consultation and Submission of final report in bound volumes (~25 copies) and 02 soft copies.	20
<b>II</b>	<b>PHASE-II: ENVIRONMENTAL CLEARANCE</b>	
a	On Receipt of EC	30
<b>III</b>	<b>PHASE-III: CONSENT FOR ESTABLISHMENT</b>	
a	On Receipt of Consent for Establishment	20
b	Final Documentation & Closure of contract	

**\*\*Note: Payments under Phase-I shall be released against submission of Bank Guarantee (BG) of equivalent amount with 14% interest for respective payment. BG shall be valid till obtaining the EC**





**PROCEDURE TO BE FOLLOWED FOR SUBMISSION OF TENDER**  
**(In Separate Sealed Covers)**

**ENVELOPE NO.1:**

PART - I "TECHNO- COMMERCIAL BID"  
ALONG WITH EMD & INTEGRITY PACT  
ENQUIRY NO. **UADNL/ADVT/01/20-21, Date: 14-07-2020**  
DATE: **15-07-2020**  
DUE DATE (FOR SUBMISSION): **14-08-2020 AT 10.00 AM**  
To  
THE ADDL. GENERAL MANAGER (PURCHASE)  
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

**ENVELOPE NO.2:**

PART - II "PRICE BID"  
ENQUIRY NO. **UADNL/ADVT/01/20-21, Date: 14-07-2020**  
DATE: **15-07-2020**  
  
To  
THE ADDL. GENERAL MANAGER (PURCHASE)  
MIDHANI, HYDERABAD - 500 058.

NAME OF THE TENDERER:

PLEASE PUT ALL THE TWO ENVELOPES IN A BIGGER SIZE ENVELOPE:

**ENVELOPE NO: 3 (BOTH THE ENVELOPE No. 1 & No. 2 TO BE PLACED IN THE ENVELOPE No. 3):**

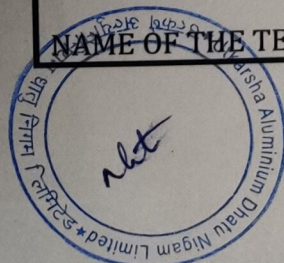
TENDER NO.  
ENQUIRY NO. **UADNL/ADVT/01/20-21, Date: 14-07-2020**  
DATE: **15-07-2020**  
DUE DATE (FOR SUBMISSION): **14-08-2020 AT 10.00 AM**

**CONTENTS:**

- 1) TECHNO-COMMERCIAL BID WITH EMD
- 2) PRICE BID

To  
THE ADDL. GENERAL MANAGER (PURCHASE)  
MISHRA DHATU NIGAM LIMITED  
PO: KANCHANBAGH,  
HYDERABAD - 500 058.

NAME OF THE TENDERER:





Clarifications based on pre - bid meeting held on 27.07.2020 through Video Conference

The following points were discussed in the meeting:

Sl.No	Tender reference	Query raised by vendor	Clarifications by MIDHANI
1	Clause No: C and Sl. No: 06	Bidders requested UADNL to consider the experience of the projects executed under Category A, in case Category B1 project experience is not available, as capacity of Category A projects are larger than that of Category B as per EIA Notification 2006.	Reviewed and proposed to modify Clause C(06) as below: "The bidder should have successfully completed at least two Work orders for all the activities to obtain "Environmental clearance from MoEF& CC of Gol/ or SEIAA at state level for a Green field project of Metallurgical Industry (Secondary Metallurgy for ferrous/non-ferrous industry of capacity more than 30,000 TPA) of <u>category B1 or Category A</u> projects in last five years."
2	Clause No: F	Bidders requested for revision of the timelines as proposed timelines are not sufficient enough to fulfil all statutory requirements to obtain the EC. They indicated timelines more than 10 months for obtaining EC.	Reviewed and revised the timelines. The revised Time schedule (Clause F) is enclosed.
3	Clause no: G and Sl No: 02	Bidders requested to revise the payment terms as proposed payment terms does not provide necessary liquidity.	Reviewed and revised the payment terms as enclosed.
4	Due date extension	Bidders requested for due date extension by 7 to 15 days from current date for submission of bids because of COVID 19 situation.	Reviewed and propose to extend the due date by 07 days so that 15 days time will be available post issue of corrigendum.
5	Clause D (1) (u)	Bidders requested to confirm if Consent for Operation is in the Scope of Bidders	Reviewed and clarified that Consent for Operation will not be in the Bidders' Scope.

Note:-

1. This minutes of meeting & Corrigendum will form part of a tender and all vendors shall compulsorily download the same and enclose along with Technical Bid (duly signed).
2. All vendors are requested to note the updates on our website before submission date.

