



## TENDER EQUIRY (TE)

### FOR

**Selection of Market Research Firm to perform the Demand-Supply analysis of Aluminium Alloy Flat Rolled Products (FRP) Market and recommend Product Mix & Go-to- Market strategy for a New Plant of 60,000 TPA Capacity at Nellore, Andhra Pradesh, India**

**TE Reference No.: UADNL/TE/MKT/0722/03, Date: 29-06-2022**

<b>Start of the Issue of Tender Documents:</b>	<b>29-06-2022 at 12.00 hrs. IST</b>
<b>Pre-bid Meeting:</b>	<b>06-07-2022 at 11.00 hrs. IST</b>
<b>Receipt of Tender on or before:</b>	<b>20-07-2022 by 10.30 Hrs IST</b>
<b>Opening of Tender Date:</b>	<b>21-07-2022 at 11.00 Hrs IST</b>

### Contact Details

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

To,

**Nodal Officer,**

Utkarsha Aluminium Dhatu Nigam Limited

Email id: [nodalofficer@uadnl.com](mailto:nodalofficer@uadnl.com)

Ph: 040- 2418 4466

ISSUED BY

**UTKARSHA ALUMINIUM DHATU NIGAM LIMITED**

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

**DISCLAIMER**

*The information contained in this Tender Enquiry (“TE”) or subsequently provided to bidders, whether in documentary or any other form by or on behalf of UADNL or any of its employees or Firms, is provided to Bidders on the terms and conditions set out in this TE and such other terms and conditions subject to which such information is provided.*

*This TE is not an agreement or an offer by UADNL to the prospective Bidders or any other person. The purpose of this TE is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this TE. This TE includes statements, which reflect various assumptions and assessments arrived at by UADNL in relation to the Firm. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TE may not be appropriate for all persons, and it is not possible for UADNL, its employees or Firms to consider the objectives, technical expertise and particular needs of each party who reads or uses this TE. The assumptions, assessments, statements and information contained in this TE, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this TE and obtain independent advice from appropriate sources.*

*Information provided in this TE to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. UADNL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.*

*UADNL, its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TE or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the TE and any assessment, assumption, statement or information contained therein or deemed to form part of this TE or arising in anyway in this Selection Process.*

*UADNL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this TE. UADNL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this TE.*

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**TENDER ENQUIRY (TE)**

TE Reference No.: UADNL/TE/MKT/0722/03,

Date: 29-06-2022

**Selection of Market Research Firm for setting up of 60,000 TPA capacity High End Aluminum Alloy Flat Rolled Products Production Plant in Nellore District, Andhra Pradesh, India.**

- 1.0 The Joint Venture Company incorporated in India as M/s **UTKARSHA ALUMINIUM DHATU NIGAM LIMITED (UADNL)** by M/s National Aluminum Company Limited (NALCO) and M/s Mishra Dhatu Nigam Limited (MIDHANI), herein referred to as '**The Client'** or '**Owner**' invites proposals from reputed Market Research Firms herein referred to as the '**Bidder**' for providing Market Research services including but not limited to perform the demand supply analysis of Aluminium Alloy D C Cast & homogenised Billets & Slabs (input for Aluminium alloy FRP) and Flat Rolled Product (FRP) market and recommend product mix and go-to-market strategy for establishing a 60,000 TPA High End Aluminum Alloys Flat Rolled Products (FRP) Complex/Plant at Nellore, Andhra Pradesh, India. The tentative targeted products are as details below.
- 7000 TPA Al Alloy Plates
  - 4800 TPA Al Alloy Sheets
  - 48000 TPA Al Alloy Coils
  - 200 TPA Special Al Alloy Sheets
- 1.1 The proposed complex/plant will use Aluminium ingot as raw material which are melted 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 of High End Aluminium Alloy Flat Rolled products.
- 1.2 To establish the facility, a land of approx. 110 Acre has already been acquired for this project in the Bodduripalem village in the Kodavaluru Mandal of SPSR Nellore District of Andhra Pradesh, India. The geographical coordinates i.e. latitude and longitude of Bodduripalem is 14.436255 and 79.969225 respectively.
- 1.3 In pursuance of the same, UADNL proposes to engage the services of a reputed Market Research Firm to conduct a detailed Market Study of Aluminium Alloy D C Cast & homogenised Billets & Slabs (Input for FRP), Flat Rolled Products (FRP) and the detailed study report shall be submitted to UADNL.
- 1.4 UADNL would like to engage with one Market Research Firm through a competitive bidding process.
- 1.5 The brief description of the proposed project along with detailed scope of work of the Market Research Firm is given in **Annexure-1**. An overall time schedule for this consultancy services & projects is indicated at **clause No 4** of this chapter.

- 1.6 All the communications will be in written form in English and shall be directed to **Nodal Officer, UADNL**, Hyderabad, India. The contact information is provided on the cover page of the Tender Enquiry (TE).
- 1.7 Bidder shall be deemed to have examined, fully understood and considered the contents of all documents issued as part of this TE prior to preparation of the proposal. It shall be the sole responsibility of the Bidder to notify the Client of any discrepancy's errors or omissions in any part of the TE and to obtain interpretation and/or clarification on any questions that may arise.
- 1.8 A successful Bidder shall not in any way be relieved from any obligation under the contract should any information obtained from Client (whether or not contained in the TE, or otherwise) be incorrect and/or insufficient.
- 1.9 ***This is a no deviation tender.*** Bidder is advised to respond in all matters asked for in the TE. Bidders are expected not to take any deviations to the terms & conditions stipulated in this Tender document. Additional information, if any, shall be indicated at one place specified as list of Exception / Additional Information in **Annexure-11**.
- 1.10 Bidder's proposal shall cover all the scope of services as described in the TE including all requested options, which have to be confirmed explicitly in their proposal. Client may reject exclusions for a part of the scope of services or an incomplete proposal.
- 1.11 Client reserves the right to reject, in whole or in part, any or the entire proposal and to select the proposal of its choice without assigning any reason.
- 1.12 A pre-bid meeting will be conducted. Bidders requiring a clarification of the documents must notify the Client, in writing, not later than **seven (07) days** before the pre-bid meeting. The Client shall respond to such requests and the same shall be intimated in UADNL web site through a corrigendum.
- 1.13 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the documents by amendment. The amendment shall be sent in writing to all invited Bidders and will be binding on them. The Client may at its discretion extend the deadline for the submission of bids.
- 1.14 During preparation of the technical bid, the bidder must give particular attention to the following:
  - i. The estimated number of key professional staff-months required.
  - ii. The majority of the key professional staff proposed shall be permanent employees of the firm.
  - iii. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- 1.15 The technical bid shall be provided with the following and any additional information, using the formats attached.
  - i. A brief description of the Consultant's organization and an outline of recent experience on assignments of a similar nature.
  - ii. A description of the methodology (work plan) that the Consultant proposes to execute the services,

- iii. The composition of the proposed staff team, the tasks which would be assigned to each, and their timing.
  - iv. CVs of the employee to be engaged for this assignment shall be signed by the authorized manager/ CEO.. Key information should include number of years with the firm, and responsibility held in various assignments during the last ten (10) years.
  - v. Estimates of the total time effort (person x months) to be provided to carry out the assignment.
  - vi. Project Schedule.
- 1.16 The technical bid shall not include any cost information.
- 1.17 Consultancy Fees for Market Research services is to be quoted as Lump Sum as per Price Bid Format attached as **Annexure - 3**.
- 1.18 UADNL invites duly signed bids under **single stage two bid system** (Part-I: **Techno-Commercial Bid-Un-priced** and Part-II: **Price Bid**) from competent and reputed Market research Firms with sound market research and financial capabilities for rendering Consultancy Services to perform the demand -supply analysis of Aluminium Alloy D C Casting slabs & billets and Flat Rolled Products (FPR) for establishing 60,000 TPA High End Aluminum Alloys Flat Rolled Product (FRP) production plant at Nellore, Andhra Pradesh, India

## **2.0 Scope of work**

The scope of study is ‘to perform the demand -supply analysis of Aluminium Alloy D.C Cast and homogenised slabs & Billets and Flat Rolled Products (FPR)’ market and recommend product mix & Go-to-Market strategy for establishing 60,000 TPA High End Aluminum Alloys D.C cast & homogenised Billets & Slabs ( input for FRP) and Flat Rolled Product (FRP) production plant at Nellore, Andhra Pradesh, India.

As the plant is expected to commence its operations after 2023, the Market Research carried out by the Market Research firm should be necessarily covering the future requirements, demand-supply trends, price trends & shall be relevant for considerable time horizon of operations, with impetus on short-term, medium -term and long -terms demand. The detailed scope of the work is given at **Annexure -1**.

## **3.0 Bid Evaluation Criteria**

Offers of the Bidders shall be evaluated based on evaluation criteria as detailed in Para – 5 and 6 of Instruction to Bidders (ITB) enclosed as **Annexure-2**.

## **4.0 Contract Period**

The total period of the consultancy assignment shall be **4 months** from the date of Letter of Agreement/Letter of Intent issued to Market Research Firm/Consultant The tentative chronological milestone schedule for completing the scope of the work envisaged in this consultancy will be discussed in detail after placement of order.

5.0 **Salient features of Tender**

i)	NAME OF THE WORK	To perform the Demand-Supply analysis of Aluminium Alloy D.C Cast & Homogenised Billets & slabs (Input for the FRP) and Flat Rolled Products (FRP) Market and recommend Product Mix & Go-to- Market strategy for a New Plant of 60,000 TPA Capacity at Nellore, Andhra Pradesh, India
ii)	LOCATION OF TENDERER	HYDERABAD, TELANGANA, INDIA
iii)	TENDER REFERENCE	UADNL/TE/MKT/0722/03, Date: 29-06-2022
iv)	CONTRACT PERIOD	<b>04 (FOUR) MONTHS</b>
v)	MODE OF TENDERING	<b>OPEN, TWO PART TENDERING</b>
vi)	NO OF AGENCY REQUIRED	01
vii)	EARNEST MONEY DEPOSIT (EMD)	Rs. 1,00, 000 (Indian Rupees One Lakhs) or equivalent
viii)	VALIDITY OF BG SUBMITTED AGAINST EMD	Up to Validity of the Bid with One Year Additional Claim period beyond the date of Expiry
xv)	VALIDITY OF OFFER	06 MONTHS FROM BID OPENING DATE

6.0 Details of bid documents as indicated at table of contents are uploaded in the company website [www.uadnl.com](http://www.uadnl.com).

7.0 The submission of bid shall be as explained in **Annexure-12**. Offer is to be submitted in the manner as indicated below:

▪ **Techno-Commercial Bid:**

- a) Details of EMD i.e. Original DD/BG or NEFT PROOF towards EMD amount.
- b) Forwarding letter and undertaking as per **Annexure-7**
- c) Filled up Proforma in **Annexure-6** for the information against Bid evaluation criteria and List of team members to be engaged for the assignment.
- d) Submission of technical bid as per **Annexure - 10**
- e) Exception/Deviation Statement as per **Annexure -11**
- f) Details of methodology used as per **Annexure - 13**
- g) Pre Contract Integrity Pact as per **Annexure – 14**
- h) Price Bid format is part of the tender document at **Annexure – 3**

8.0 Bids will be received up to last date and time as specified in the tender document or extended bid due date., as the case may be through Speed post/Courier at address as mentioned at **Annexure - 12**.

9.0 If it happens to be holiday on the date of opening of bids, then the bid shall be opened on next working day at the same time.



**UADNL – TE for Market Study of Aluminium Alloys**

- 10.0 UADNL shall not be responsible for any expenses incurred by bidders in connection with the submission of their bids, site visit and other expenses incurred during bidding process.
- 11.0 Bid shall remain valid for acceptance for a period of **06 (six) months** from the due date/ extended due date of opening of the bid.
- 12.0 Void
- 13.0 Void
- 14.0 The bids may be evaluated based on the documents furnished without any further reference to bidders. Therefore, bidder must ensure that all relevant documents are furnished as per the requirement of tender terms & conditions at the time of submission of offer.
- 15.0 Amendments and/or Clarifications, if any, issued for the TE shall form part of the Tender Documents. Amendments and/or Clarifications will be hosted on our company UADNL website ([www.uadnl.com](http://www.uadnl.com)). Bidders are requested to visit the websites from time to time to note the Amendments and/or Clarifications before submission of their bids. UADNL shall not be responsible, if any bidder omits to notice any Amendments and/or Clarifications before submission of their bid.
- 16.0 The date of opening of bid (Price Bid) shall be informed to all the qualified bidders whose offers qualify as per bid evaluation criteria and are techno-commercially acceptable.
- 17.0 A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. UADNL shall respond to such queries within a reasonable time.
- 18.0 UADNL reserves the right to accept or reject any or all bids without any liability. Clarifications on bid conditions, if any, can be obtained from Nodal Officer, Email: [nodalofficer@uadnl.com](mailto:nodalofficer@uadnl.com).

**For, Utkarsha Aluminium Dhatu Nigam Limited**



**SCOPE OF WORK FOR MARKET RESEARCH FIRM SERVICES**

**A. Brief Description of the Proposed Project**

**NALCO** is a premiere Integrated Aluminum producer of the country having Mines, Alumina Refinery, Aluminum Smelter and Captive Power Plants located in the state of Orissa-India. **MIDHANI** is a flagship company of the Ministry of Defence and engaged in manufacturing of super alloys, special steels etc., for Defence and strategic sector. MIDHANI along with NALCO promoted the Joint Venture (JV) Company “**UTKARSHA ALUMINIUM DHATU NIGAM LIMITED**” (**UADNL**) and it is intending to set up 60, 000 TPA Capacity Aluminum Alloy making and casting, Alloy Sheets, Plates and Coils Production Plant of different grades of Aluminium at Bodduripalem Village, Kodavalur Mandal, SPSR Nellore District in Andhra Pradesh, India.

High End Aluminum alloys of grade 2XXX, 5XXX, 6XXX, 7XXX & 8XXX series etc. are planned to be produced for strategic sectors viz., defence, aerospace, space and transportation viz., automotive, railways, marine and other sectors. Initial capacity of the plant is considered to be 60,000 TPA of Flat Rolled Products (FRP) with a provision to diversify in future covering other products as per country's needs.

The scope of Market Research Firm is to perform the Demand-Supply analysis of Aluminium Alloy D.C Cast & homogenized Billets & Slab (Input for the FRP) and Flat Rolled Products (FRP) Market and recommend Product Mix & Go-to- Market strategy for setting up 60,000 TPA capacity Aluminium Alloy making, casting, plates, sheets and coils of high-end Aluminium (targeted alloy grades) alloys production plant/complex shall include but not limited to the following:

**1.0 Purpose of the study**

**1.1 General**

The scope of study is ‘to perform the demand -supply analysis of Aluminium Alloy D.C Cast slab (Input for the FRP) & billets and Flat Rolled Products (FRP)’ market and recommend product mix & Go-to-Market strategy for setting up 60,000 TPA High End Aluminum Alloys D.C Cast & Homogenized Billets & Slabs (input for FRP) and Flat Rolled Product (FRP) production plant at Nellore, Andhra Pradesh, India.

As the plant is expected to commence its operations after 2023, the Market Research carried out by the Market Research firm should be necessarily covering the future requirements, demand-supply trends, price trends & shall be relevant for considerable time horizon of operations, with impetus on short-term, medium -term and long -terms demand.

**1.2 Products to be covered:**

- a. The study should cover the following Aluminium Alloy D. C. Cast & homogenized Billets & Slab (Input for the FRP) and Flat Rolled Products (FRP) Markets:

- i. D.C Cast & Homogenized slab (Input for the FRP) & billets and FRP: The study should cover the demand-supply gap, trends & the market of high end Aluminium Alloy D.C cast & homogenized slabs, billets of various grades (2XXX, 5XXX, 6XXX, 7XXX, 8XXX) & including Aluminium-Lithium Alloy grades / metallurgical properties / dimensions.
- ii. The finished products of Flat Rolled Products (FRP) in the form of Plates, Sheets & Coils should cover, but not limited to the following market:

Sl No	Products	Applications	Alloy Grades
1	Plates	Defence & Aerospace applications	2xxx, 5xxx, 6xxx & 7xxx
2	Sheets	Defence, Aerospace and Automotive applications	2xxx, 5xxx, 6xxx, 7xxx & 8xxx
3	Coils	Automotive and Other transportation applications	5xxx and 6xxx

However, the study should also cover any other products besides the above mentioned one which are present in the market or expected to be required in the market in future and the study shall include a detailed understanding of the product demand, supply & other aspects of these product markets

- b. The Market Research Firm shall include a detailed study of the demand-supply gap in the markets related to High end / high value / Value-Added products of the targeted alloy grade with a special focus to the high Net Sales Realization (NSR) products in the Aluminium Alloy D.C. Cast Slab (Input for the FRP) & Billets and Flat Rolled Products in the form plates sheets & coils for Aerospace, Defense, Transportation and other sectors.
- c. Market Research firm shall explicitly bring out the categories including the grades, metallurgical properties, dimensions, etc , covering the entire spectrum of Aluminium Alloy D. C Cast and Homogenized Billets & Slabs (Input for the FRP) and Flat Rolled Productsmarket which would be studied in details to analyze demand-supply gaps & trends in the market

**1.3 Geographic Coverage**

- a. The report should present the required study for end use of Aluminium Alloys Flat Rolled Products & D.C Cast & homogenized Slabs (Input for the FRP) & Billets in India.
- b. It is also required that to analyse opportunities for future growth and current competitive framework, the study should include data and analysis of Aluminium Alloys Flat Rolled Products & D.C Cast & homogenized Slabs (Input for the FRP) & Billets of relevant overseas markets.

- c. The Market Research firm shall focus on the geographies which will give UADNL the maximum Net Sales Realization (NSR) in each of the product categories by virtue of the logistical advantage/ demand / competition and other market dynamics with respect to the location of the plant in Nellore, Andhra Pradesh.
- d. Market Research firm shall explicitly bring out the geographies that shall be studied across various product categories as mentioned above. The Market Research

#### **1.4 Market Study**

- a. Objectives – The study should provide UADNL and its personnel, a detailed and fair picture of the Aluminium Alloy D.C Cast & homogenised Slabs (Input for FRP) & Billets and Aluminium Alloy Flat Rolled Products (FRP) of Plates, Sheets and Coils Products of targeted alloy grades (2xxx, 5xxx, 6xxx, 7xxx & 8xxx and Aluminium Lithium alloy grades) not limiting to but including, the following parameters:
  - i. Independent validation of Product mix which shall not be limited to the DPR.
  - ii. Demand Drivers of Aluminium Alloy D.C. cast & homogenized slabs & billets and Aluminium Alloy Flat Rolled Products (FRP and their future trends
  - iii. Current & Projected Demand of Aluminium Alloy with analysis of each product demand by consuming sector with grades and dimensions, which will form a basis for product-mix finalization.
  - iv. Identification of value-added products with high Net Sales Realisation (NSR) and analyzing the current demand & future growth potential of these products.
  - v. Current & projected Product-wise Supply and suppliers with future projections for a minimum of up to year 2040 including planned capacity expansion of existing Flat Rolled Products (FRP) producers and likely entry of new players in to the market.
  - vi. Feedstock (Virgin Aluminium of purity more than 99.75%) sources for production of Aluminium Alloys along with it's price in India or abroad including Nalco.
  - vii. Regulatory and other market risks to the Aluminium Alloy Flat Rolled Products & D.C Cast & homogenized billets & Slabs (Input for the FRP) Business in each category.
  - viii. A final recommendation on the product mix for 60,000 TPA Aluminium Alloy Flat Rolled Products manufacturing facility that suits UADNL and a go-to-market strategy with special focus on Aluminium Alloy Flat Rolled Products & D.C Cast & Homogenized Slabs (Input/for the FRP) grades of 2xxx, 5xxx, 6xxx, 7xxx & 8xxx and Aluminium Lithium Alloys.
  - ix. Possible strategies for production ramp up as per the broader product mix of FRP products and D.C cast & Homogenized Billets & Slabs (input for FRP).
- b. Study Coverage: The study should present a comprehensive picture of Flat Rolled Products & D.C Cast & homogenized slabs (Input for the FRP) & billet of targeted alloys (with special focus on Aluminium alloy grades of 2xxx, 5xxx, 6xxx, 7xxx & 8xxx and Aluminium Lithium Alloys) including but not limited to the following parameters:
  - i. Industry and Macro analysis

- ii. Analysis of the top 20 micro-markets in India and global by region wise and country wise respectively.
  - iii. Price forecast of the different grades of Flat Rolled Products & D.C Cast & homogenized slabs (Input for the FRP) & Billets for the selected market & the resultant NSRs for each product.
  - iv. Analysis of existing demand and supply of various grades and sizes of Flat Rolled Products & D.C. Cast & Homogenized Slabs (Input for the FRP) & billet.
  - v. Estimation of market size, market growth potential and pricing trends.
  - vi. Study of market structure & value chain, segments and competitors.
  - vii. Identification of Import Substitution and Export potential for targeted grades of Aluminium Alloys. The consultant to shortlist top countries with details of firms/ end user companies having favourable demand.
  - viii. Primary and secondary trade areas and explore the avenues of distribution, advantages and bottlenecks of each channel.
  - ix. Recommend alternatives for Product-Mix, evaluate advantages/risks for each of them and arriving at the best available alternative product-mix
  - x. Formulation of suitable market entry strategy for the proposed product-mix by UADNL
- c. Key Information Areas – The study should provide UADNL and its personnel, workable and accurate, qualitative and quantitative information of Aluminium Alloy Flat Rolled Products & D.C Cast & Homogenized Slabs (Input for the FRP) & billet (special focus on Aluminium alloy grades of 2xxx, 5xxx, 6xxx, 7xxx & 8xxx and Aluminium Lithium Alloys) on the following (All *parameters have to be analysed both product-wise and region-wise.*)
- i. Product Types & Evolution of Targeted Aluminium Alloy grades – The current set of product types, in terms of demand and consumption. The trends and key factors that would affect the product types in the future. And the Aluminium Alloy products mentioned should be detailed enough to include aspects, not limited to but including, product dimensions, metallurgical properties, temper, etc along with key technology used for production if available, .
  - ii. Consumption Volumes – Market sizing that would include but not limited to the historical consumption volumes (also based on end-use application) and expectations in the future, bridge analysis to explain the factors affecting future growth and also possible new market opportunities (including product, geographies and cross-selling etc.), import and export volumes and key players in it etc.
  - iii. Demand Drivers – Different Types and the order of importance/certainty of these factors to fruition of demand and sustainability of these demand opportunities
  - iv. Key Consumer Groups – A break up of sales volume basis on consumer types (like retail/project sales) and end-use type. The current dominant end-users and

- future trends in the same. Any specific grade product level requirement across end-use to be highlighted.
- v. Supply – Analysis that includes and not limited to a detailed description of various key players, their existing capacities, technologies and methods of production (Integrated Plants or Only downstream facilities for rolling etc.) and key strategic edge like key contracts, certifications and R&D expertise, plans of expansion, consolidation in the industry, possibility of future entrants, split of organized vs. unorganized players etc.
  - vi. Avenues of Distribution – The study should also specify the primary and secondary trade areas and provide a sales break-up on the current avenues of distribution, advantages and bottlenecks of each channel besides trends in avenue changes and challenge
  - vii. Avenues for exports – the study should also specify the market opportunities of targeted products and provide detailed product demand -supply for the targeted products, current scenario of the consumption pattern. Challenges for new entrant for entering into the export market and key strategies to overcome the challenges.
  - viii. Market Analysis – A detailed analysis using existing (like Porter’s Five Forces etc) or proprietary framework to understand the existing competitive environment, the bargaining power of key supplier and consumer groups and the barriers to entry in this business and other threats like product substitution, regulatory, technology, ESG challenges etc.
  - ix. Threats & Sensitivity – A proper mapping of key risks including but not limiting to market risk, raw material supply risk, operational and regulatory risks to its effect on the Flat Rolled Products & D.C Cast & Homogenized Slabs (Input for the FRP) & Billets Segments. Sensitivity analysis to major parameters that are the output of the analysis to the key input assumptions used, including but not limited to, GDP growth rates, exchange rates, infrastructure outlays and other related projections.
  - x. Product Mix – A detailed break-up of a product mix for 60,000 TPA capacity Aluminium Alloy Flat Rolled Products (Plates, Sheet & Coils) and D.C cast & homogenized slabs & billets.
  - xi. Phase wise FRP plan as per the market study but not limited to DPR product mix, validation of product mix /road map which will have a direct synergy with GTM (Go to Market).
  - xii. Go-To-Market Strategy – A road map on key milestones that UADNL has to achieve to forge relationships including but not limited to the target customers, channel partners etc. and developing a marketing plan & sales strategy for the Product-mix arrived at –

**Part 1 – Building Value proposition: Product and distribution.**

- i. Takeaways from Competition’s Product Portfolio comparison
- ii. Product Portfolio - Stage wise product launch plan

- iii. Distribution model options and evaluation
- iv. Distribution structure design
- v. Stage wise distribution structure expansion
- vi. Competitive Positioning
- vii. Recommended Pricing and suggested margin
- viii. Recommended route to customer from manufacturing locations
- ix. Distribution profile - Incentive structure
- x. Sample distributor profile – at least 3
- xi. Key Order Qualifying helps in creating primary sales with distributors and OrderWinning Criteria

**Part 2 – Sales Organization Structure and Key Performance Indicator**

- i. Competitor sales organization structure – top 3 competitors (Summary of key learning's and best practices relevant for UDNL)
- ii. Job description – Summary, Key responsibilities, Education, Exp, Leadership competencies and skills of Sales executive, Sales manager etc.
- iii. KRAs and KPIs for sales role (Key positions)
- iv. Sales channels – short term and long term
- d. It is expected that the output of this analysis study provides a clear picture of supply and demand scenario in Aluminium Alloy Flat Rolled Products & D.C Cast & Homogenized Billets & Slabs (Input for the FRP), product-wise Net Sales Realisation (NSR), marketing challenges and enable UADNL to arrive at a product-mix of targeted Aluminium Alloy grades (2xxx, 5xxx, 6xxx, 7xxx & 8xxx and Aluminium -Lithium alloy grades).
- e. Further, during the study, UADNL might request for discussions with the Market Research Firm from time to time, give inputs/clarifications to ensure that the research is carried out to the best of UADNL's needs.

**2.0 Deliverables**

- a. The Market Research Firm should submit an interim report within 06 weeks from the date of PO which should include in detail the following along with other information :
  - i. The Key Qualitative and Quantitative parameters for which the final report will provide a comprehensive view with current levels and projections.
  - ii. Research Methodology details including but not limiting to the methodology used for respective parameter forecast and the data sets to be collected and compiled during the course of the study
  - iii. A detailed description of the key activities of the study and also the methodology.
- b. The final output of the study should include the following
  - i. A detailed market study report that provides a clear and detailed analysis of the factors stated in scope mentioned with an executive summary mentioning the key findings of the study and the methodology used.

- ii. All the reference data-sets and reports that are used in the analysis performed during the study.
- iii. Advisory and analysis of any specific aspect of Aluminium Alloy Flat Rolled Products & D.C Cast & Homogenized Slabs (Input for the FRP) & billet that UADNL would require from time to time till final acceptance of report.
- c. The above deliverables should be submitted as a written copy as well as in electronic format by the Market Research Firm/Agency to UADNL by the date of submission as mentioned in the TIMELINES clause.
- d. During the submission of detailed market study report, a detailed presentation of the same by the representative of the Market Research Firm/Agency. A copy of the presentation should also be submitted to UADNL

### **3.0 Research Methodology**

- a. The Selected Market Research Firm is welcome to use any of the methodologies including but not limited to primary, secondary research, internal and external expert opinion polling and interviews, and surveying key customer groups for various analysis required as part of the study
- b. In the detailed report that is to be presented to UADNL as per the DELIVERABLES clause, a detailed note on the methodology used should be mentioned and during the course of the study any query regarding the methodologies by UADNL should be clarified by the Selected Market Research Firm/Agency

### **4.0 Data Sources & References**

- a. The Selected Market Research Firm/Agency can use publicly available sources and proprietary databases for information regarding historical values. Projections of Economic Parameters like GDP, growth rates, Exchange Rates etc.
- b. It should be noted that the analysis and the projections/forecast and the related conclusion/recommendation reached in the study should be a product of the Market Research Agency only and should not be procured or referenced from elsewhere.
- c. A detailed referencing of all the data sources used should be included in the report.

NOTE: UADNL will not be responsible in providing any market data/ data source, cost and fees for any data source/ data/ other external source. UADNL also will not be able to support the Market Research Agency in fetching the data/ data source.



**INSTRUCTIONS TO BIDDERS (ITB)**

**1.0 GENERAL**

**1.1** It shall be the bidder’s responsibility to have a thorough understanding of the reference document and specifications included in the Bidding Document.

**1.2 Definitions**

With respect to this document, the following definitions shall apply:

- a. **“Instructions to Bidders” (ITB)** shall mean the documents describing in which manner the bidder shall prepare and submit the bid.
- b. **“Notice Inviting Tender (NIT)” or “Tender” or “Bid”** shall mean Bidder’s offer to perform the work, in accordance with bidding Document.
- c. **“Tender Document” or “Bidding Document”** shall mean the documents listed herein, and any subsequent addenda.
- d. **“Bidder” or “Tenderer” or “Party” or “Consultant”** shall mean the person or company or Consultancy Firm who downloads/ purchases the Tender Document or Bidding Document and submit bid to UADNL.

**2.0 BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENTS**

**2.1 Bidding Document**

**2.1.1** The Bidding Document shall consist of all the bid documents as indicated the table of contents and should be read in conjunction with any amendment(s) and/or clarification(s) issued subsequently.

**2.1.2** The Bidder is expected to examine the complete Bidding Document. Failure to furnish all information required as per the Bidding Document or submission of a bid not substantially responsive to the Bidding Document in every respect could result in rejection of the Bid.

**2.1.3** Bidding documents are exclusive documents of UADNL, non-transferable and shall at all times remain the exclusive property of UADNL with a license to the intending Bidder to use the Bidding Documents for the limited purpose of submitting the bid.

**2.1.4** Bidder should submit their offer as per procedure detailed at **Annexure-12** of this tender document. Bidder should enclose EMD instrument along with all document requested in the **envelope-1** and the price part to be furnished in the price bid in the **envelope -2**.

**2.2** Although the details presented in this bidding document have been compiled with all reasonable care, it is the Bidder’s responsibility to ensure that the information provided is adequate and clearly understood.

**2.3 Amendment to Bidding Document**

2.3.1 Owner may, for any reason whether at its own initiative or otherwise, issue Amendments and/or Clarifications during the bidding period which shall be hosted on the company UADNL website ([www.uadnl.com](http://www.uadnl.com)) and become part of Bidding document. Bidder should take note of all amendment and/or Clarifications while submitting their bid.

2.3.2 The bidder is advised to visit the website from time to time to verify updates/ Amendments and/or Clarifications to the tender documents, if any.

**2.4 Confidentiality of Document**

Bidder shall treat the Bidding document and contents thereof as confidential and should not use for any other purpose except for participation in the bid.

**3.0 PREPARATION OF BIDS**

**3.1 Bid Queries**

3.1.1 UADNL shall hold a Pre-Bid Meeting. All queries shall be mailed before **the specified date** and responses shall be uploaded on [www.uadnl.com](http://www.uadnl.com)

3.1.2 The prospective bidders will have to ensure that their queries should reach to

**Nodal Officer**  
**Utkarsha Aluminium Dhatu Nigam Limited**  
**(C/o Mishra Dhatu Nigam Limited)**  
**P.O. Kancharbagh,**  
**Hyderabad - 500058.**  
Mob: 8247262639  
Email: [nodalofficer@uadnl.com](mailto:nodalofficer@uadnl.com)

by post or email on or before the Pre-Bid meeting .

3.1.3 **The queries should necessarily be submitted in the following format**

Sl. No	Pg.No	Point/Section	Clarification Points as stated in TE	Queries/Suggestion/Deviation

3.1.4 UADNL shall not be responsible for ensuring that the bidders' queries have been received. Any requests for clarifications after the indicated date and time may not be entertained by the Nodal officer.

**3.2 Responses to Queries and Issue of Corrigendum**

3.2.1 The Nodal Officer of UADNL will endeavour to provide timely response to all queries. However, UADNL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does UADNL undertake to answer all the queries that have been posed by the bidders.

3.2.2 All responses to Pre-Bid Queries, issue of corrigendum and any such information regarding this TE shall be notified on our company UADNL website: [www.uandl.com](http://www.uandl.com).

3.2.3 At any time prior to the last date for receipt of bids, UADNL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TE Document by a corrigendum as mentioned in 3.2.2.

3.2.4 Any such corrigendum shall be deemed to be incorporated in this TE.

3.2.5 In order to provide prospective Bidders reasonable time for taking the corrigendum into account, UADNL may, at its sole discretion, extend the last date for the receipt of Proposals.

**3.3 Bid Validity**

3.3.1 Bid shall remain valid for acceptance for a period of **180 days (06 Months)** from the due date/ extended due date of opening of the bid. The Bidder shall not be entitled to revoke or cancel its bid or to change the bid except and to the extent required by Owner in writing during the bid validity period. In case of any Bidder revoking or cancelling its bid or changing any term suo moto the earnest money deposited along with the bid of the bidder shall be forfeited.

**3.4 Compliance to Bidding Requirement**

3.4.1 The Bidders are required to submit offers strictly as per the terms and conditions/ specifications given in the Bidding document without any deviations.

3.4.2 However, in exceptional cases, Bidder shall indicate the same as per the format for exceptions/ additional information in **Annexure-11**. Bidder shall note that clarifications/ queries/ information mentioned elsewhere in the offer shall not be given any cognizance.

3.4.3 VOID

3.5 Bidder is advised that UADNL intend to fully evaluate the technical and un-priced commercial submissions.

3.6 It is important that Bidder clearly demonstrates its experience and capability, giving to UADNL a high level of confidence that if awarded, the Bidder will be able to perform the works within the stipulated Time Schedule and quoted price and meeting all other requirements listed in the Bidding document.

**3.7** Bidder is requested to furnish the complete and correct information required for evaluation of his bid. If the information with regard to resources and concurrent commitments or any other information/ documentation forming basis of evaluation is found incomplete/ incorrect, the same may be considered as adequate ground for rejection of the bid.

**4.0 Conflict of Interest**

**4.1** A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, UADNL shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to UADNL for, inter alia, the time, cost and effort of UADNL including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to UADNL hereunder or otherwise.

**4.2** UADNL requires that the Consultant provides professional, objective, and impartial advice and at all times hold UADNL’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of UADNL.

**4.3 Note for submitting the documents as per TE requirement:**

**4.3.1** All documents to be submitted in hard copies/soft copies/Photo copies to UADNL as per TE terms and should be attested by Authorized Signatory of the Bidder.

**4.3.2** Any additional document required by UADNL, will have to be furnished separately, also need to be attested by Authorised Signatory of the Bidder.

**4.3.3** Bids received after the due date and specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.

**4.3.4** The bidder shall be responsible for all costs incurred in connection with participation in the tendering process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by UADNL to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process. UADNL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 4.3.5 The Bidders have to submit the following hard/soft copies at the Place/ Address of submission as indicated at Proposal Details of the TE within the due date & time specified for bid submission.
- 4.3.5.1 Signed & stamped copy of all TE pages by authorized persons of the bidder.
  - 4.3.5.2 All prescribed Formats enclosed at **Annexure-8** are also to be submitted after complying with the requirements stipulated for respective format.
  - 4.3.5.3 The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during past seven years for acceptance of the offer. The bidder has to submit self – declaration duly signed by Authorised signatory on Company’s Letter Head as above along with techno commercial bid.
  - 4.3.5.4 Bidder should not be under liquidation, court receivership or similar proceeding and shall submit self-declaration for the same.
  - 4.3.5.5 The bidder is required to give the names of other firms / agencies / partnership firm / wholly owned or partly owned subsidiary etc., where they are having financial / professional stakes and also give a certificate if any such firms / agencies participating in the subject tender.
  - 4.3.5.6 Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
  - 4.3.5.7 Bidders are required to furnish only those credentials in the prescribed format for Tables for which documentary evidence of work undertaken and completion is available with them. UADNL reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.
  - 4.3.5.8 Appropriate Tables indicated in the TE are required to be filled up for compliance to different qualifying criteria completely and to be signed & certified by an Authorized Signatory of the Bidding Entity. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.

#### **4.4 Consortium/Sub-contracting**

***For the purpose of this TE, consortiums are not allowed. The bidders also may not sub-contract part or whole of the work.***

#### **4.5 Criminal Background**

The bidder or its Proprietor/ Partner(s)/ Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven (7) years. The bidder shall give an affidavit to this effect duly signed by Authorised Signatory on Company’s Letter head.

**5.0 PRE-QUALIFICATION CRITERIA**

The Consultants intending to participate in this tender shall have to meet all the following eligibility (Pre-Qualification) criteria indicated in the table below.

**5.1 Eligibility Criteria**

Sl. No.	Criteria	Documents for confirmation
a.	Bidder should be a registered firm/company/partnership/LLP/legal entity registered under the relevant legislation in India involved in consulting / advisory business operations for a minimum of 7 years, as on 1 <sup>st</sup> April, 2022. Consulting firm must be registered under Company Act/Indian Partnership Act/ LLP Act/proprietor ship company or equivalent registration in the country of incorporation.	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 and other relevant document.  Relevant Registration / Incorporation Certificate issued by Concerned State authorities in case of Foreign Firms with proof of address.
b.	Bidder should not be black listed by any Central / State Government / Public Sector Undertaking in India as on date.	A declaration to this effect has to be submitted by an Authorized signatory of the bidder.
c.	Bidder should have an average Annual turnover more than Rs. 10 Crores or Equivalent (in words, Ten Crores rupees or Equivalent) during the last three financial years (FYs) i.e., 2018-19, 20219-20 and 2020-21 or FY2018, FY2019 and FY2020 (in case of Companies having financial closures in December month) Excluding revenue from audit, taxation, transaction advisory, IT implementation services.	Audited Financial Statement / Profit & Loss Account with Turnover for Last Three Financial Years  A certificate from Statutory Auditor of the Company should be submitted highlighting the revenue excluding from audit, taxation, transaction advisory, IT implementation services.
d.	Bidder has to comply either of the following  Net worth of the bidder during the last three financial year (FYs) i.e., 2018-19, 20219-20 and	Audited Financial Statement for the last Financial Years (FYs).  OR

	2020-21 or FY2018, FY2019 and FY2020 (in case of Companies having financial closures in December month) shall be positive as per audited balance sheet  OR Submission of solvency certificate worth of Rs. 28 Lakhs (In words, Twenty Eight Lakhs) or equivalent amount to be issued not earlier than 6 months from the date of Tender.	It should be issued by Nationalized or Scheduled Bank from INDIA
e.	Unconditional acceptance of all technical & commercial Terms & conditions as outlined in the tender	Self-certified document to be submitted by Bidder/all consortium partners.
f.	Bidder should have successfully completed Market Research assignment of Aluminium or Aluminium Alloy for Cast or Rolled product with order value equal or more than INR 56 Lakhs for one assignment OR total order value of INR 70 Lakhs for 2 (Two) assignments OR total order value of INR 84 Lakhs for 3 (Three) assignments in last 5 years.	The bidder should submit the list of such studies made along with the copy of work orders/contract agreement /copy of final payment of referred work order/proof of execution (final /latest interim invoice)/PO /LOA/Invoices from clients.

**5.2 Note to Eligibility Criteria:**

- 5.2.1 Failure to meet the eligibility criteria will render the bid to be summarily rejected. Therefore, the bidder shall, in his own interest furnish complete documentary evidence by way of copies of work orders, work completion certificates, etc., in the first instance itself, in support of their fulfilling the eligibility criteria. It may be noted that, bidders are not allowed to submit new information. If required, UADNL may seek clarifications only on submitted documents. UADNL reserves the right to complete the evaluation based on the details furnished in the bid without seeking any additional information.
- 5.2.2 Bidder to submit detail work order placed by the client along with certificate of successful completion of the project as required under 5.1 (f) issued by client.
- 5.2.3 Copy of completion certificate issued by the Principal / project authorities in favour of the main agency showing due completion of the package.
- 5.2.4 In case work executed as a sub-contractor to a main agency in a project awarded by any principal / project authorities shall be considered subject to following:
  - 5.2.4.1 Bidder to submit detailed work order / PO/ Agreement from the main agency.

5.2.4.2 Completion certificate issued by main agency.

5.2.4.3 Copy of completion certificate issued by the Principal / project authorities in favour of the main agency showing due completion of the package.

## **6.0 BID OPENING AND EVALUATION**

### **6.1 Opening of bid**

On the bid due date and time mentioned in NIT or extended bid due date as the case may be, the bid will be opened by tender inviting authority or his representative at UADNL registered office (C/o MIDHANI Corporate Office), Kanchanbagh, Hyderabad 500 058, India in the presence of Bidders who chose to present thereof with a valid authorization letter from their Organisation. In the event the specified date of bid opening being declared a holiday for owner, the bid shall be opened at the appointed time on the next working day.

### **6.2 Clarification and Additional Information**

During evaluation of bid, UADNL, may request Bidder for any clarification on the bid, additional or outstanding documents. Bidder shall submit all additional documents as requested without any delay. In case of delay, UADNL reserve the right to evaluate the offer based on the available document or may reject the offer because of non-compliance.

Post bid correspondences may be made over e-mail. The bidders are advised to furnish authorize e-mail id along with an alternative e-mail for all communications in the format for bidder information. Mail received from the authorized or the alternative mail ids shall only be accepted.

### **6.3 Techno-Commercial Discussions**

Techno commercial discussions with Bidder shall be arranged, if needed. Bidder shall depute authorised representative(s) for attending such discussions with authorization to attend the discussions and sign the minutes of meeting on behalf of his/her organisation. The authorised representative(s) must be competent and empowered to settle all technical and commercial issues with the exception of Price implication, wherever applicable.

### **6.4 Condition for Bid Evaluation:**

6.4.1 Bid is the responsibility of Bidder and no relief or consideration can be given for errors and omissions made by the Bidder inadvertently or advertently for what so ever reason. Bid with incomplete information is liable for rejection.



6.4.2 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 from their previous clients etc. Bidder shall have no objection whatsoever in this regard.

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

6.4.4 In the techno commercial evaluation, only the techno commercial conditions (if any) spelt out by the bidder for the subject tender will be evaluated.

**6.5 Evaluation of Bids**

Successful bidders will be finalized based on the following two stages of evaluations

- i. All valid bids submitted by the bidders must meet the Eligibility Criteria indicated under the clause **5.0**.
- ii. Bidders qualified in Eligibility Criteria under the clause **5.0** will be considered for their bids to be evaluated through POTENTIAL EVALUATION MATRIX indicated under the clause **6.6**.
- iii. VOID
- iv. The bidders overall position will be based on their position in price bids and point scored on POTENTIAL EVALUATION MATRIX by applying **CQCCBS (Combined Quality cum Cost Based System)** method. Please Refer “Method of Evaluation” below under the clause **6.7**.

**6.6 Potential Evaluation Matrix**

Sl. No.	BIDDER EVALUATION PARAMETER	Max. Marks	Scoring Method	Documents required
1.	Constitution of Market Research Bidder	4	Proprietorship- 2 marks Partnership/LLP - 3 marks Private/Public Limited Company - 4 marks	Certificate of incorporation issued by Registrar of the Companies/Registrar of the firms/GST registration certificate in case of proprietary firm and other relevant document. Relevant Registration/ Incorporation Certificate issued by Concerned State authorities in case of Foreign Firms with proof of address.

Sl. No.	BIDDER EVALUATION PARAMETER	Max. Marks	Scoring Method	Documents required
2	<p>Number of consulting assignments completed in last ten years in Aluminium Alloy products Globally (excluding India) on topics related to: Market Research/ Go-to-market Strategy</p> <p>Only assignments excluding those in audit, taxation, transaction advisory, IT implementation services completed will qualify for allocation of marks.</p>	10	<p>&gt;5 assignments - 10 marks 5 assignments – 8 marks 4 assignments - 6 marks 3 assignments - 4 marks 2 assignments - 2 marks</p>	<p>i. Work order copies including amendments issued if any indicating broad scope. ii. Satisfactory completion certificate obtained from principal owner of the work for whom the work has been executed indicating the completion date. iii. Other relevant supporting documents like Invoice raised attested by self or completion certificate from client or auditor certificate certifying receipts of payment.</p>
3	<p>Number of consulting engagements completed in last ten years in Aluminium Alloy products in India on topics related to: Market Research / Go-to-market Strategy</p> <p>Only assignments excluding those in audit, taxation, transaction advisory, IT implementation services completed will qualify for allocation of marks.</p>	10	<p>&gt;5 assignments – 10 marks 5 assignments –8 marks 4 assignments –6 marks 3 assignments –4 marks 2 assignments –2 marks</p>	<p>i. Work order copies including amendments issued if any indicating broad scope. ii. Satisfactory completion certificate obtained from principal owner of the work for whom the work has been executed indicating the completion date. iii. Other relevant supporting documents like Invoice raised attested by self or completion certificate from client or auditor certificate certifying receipts of payment.</p>
4.	<p>Within last 5 years, the Bidder should have completed at least one assignment on overall Market research / study experience involving</p>	24	<p>&lt;1 – Zero Marks 6 Marks for each assignment to a max of 24 marks</p>	<p>i. work order copies including amendments issued if any indicating broad scope. ii. Satisfactory completion certificate obtained from</p>

Sl. No.	BIDDER EVALUATION PARAMETER	Max. Marks	Scoring Method	Documents required
	detailing product wise, grade wise Aluminium Alloy (2XXX or 5XXX or 6XXX or 7XXX) Flat Rolled Products		<p><i>At least one of the valid assignments should be focussed on Indian market of Aluminium Flat Rolled Products.</i></p> <p><i>Only studies billed to at least 40% of the current quote value is considered</i></p>	<p>principal owner of the work for whom the work has been executed indicating the completion date.</p> <p>iii. Other relevant supporting documents like Invoice raised attested by self or completion certificate from client or auditor certificate certifying receipts of payment.</p>
5.	<p><b>Team Leader Profile:</b></p> <p><i>The team leader of the bidder deputed for this assignment shall be on regular role of the Organization of the bidder (as on the date of bid submission) and shall possess at least 15 years of experience of which at least 5 years should be in Aluminium market research</i></p>	12	<p>Experience based marking:</p> <p><i>&lt;15 Years - Zero Marks</i></p> <p><i>15-16 Years – 6 Marks</i></p> <p><i>17-18 Years – 8 Marks</i></p> <p><i>19-20 Years – 10 Marks</i></p> <p><i>&gt;20 years – 12 Marks</i></p>	<p>Detailed Resume highlighting experience in Aluminium sector (Indicating the number of projects/reports prepared / submitted)</p> <p>To be endorsed by self and countersigned by authorized representative of the company and documentary evidence to be furnished for credential.</p>
6.	<p><b>Project Manager Profile:</b></p> <p><i>The project manager of the bidder's deputed for this assignment shall be on regular role of the Organization of the bidder (as on the date of bid submission) and shall possess at least 10 years of experience of which at least 5 years should be in</i></p>	10	<p>Experience based marking:</p> <p><i>&lt;10 Years - Zero Marks</i></p> <p><i>10-15 Years – 5 Marks</i></p> <p><i>&gt;15 years – 10 Marks</i></p>	<p>Detailed Resume highlighting experience in Aluminium sector (Indicating the number of projects/reports prepared / submitted)</p> <p>To be endorsed by self and countersigned by authorized representative of the company and documentary</p>

Sl. No.	<b>BIDDER EVALUATION PARAMETER</b>	Max. Marks	Scoring Method	Documents required
	<i>Aluminium market research</i>			evidence to be furnished for credential.
7	<p>Team Structure ( for members other than Team lead &amp; Project manager)</p> <p>Should have minimum 2 years experience in Market Study or Go-to-Market strategy or Market strategy.</p> <p>Marks will be awarded on the basis of the Qualification/ Experience/Composition of the team members to be engaged for the assignment in the following manner:</p> <ul style="list-style-type: none"> <li>-Number of years experience</li> <li>-Number of assignments in Aluminium sector or other metal sector</li> </ul> <p>Should be full-time employee and on the payroll of the organization</p>	10	<p>1 marks will be awarded for every team member (with more than 2 years post qualification experience) to be engaged.</p> <p>1 mark will be awarded for every team member with at least 1 assignments in Aluminium sector or other metal sector.</p> <p>Max. Total marks shall be 10 irrespective of number of members.</p>	<p>Detailed Resume highlighting experience in Aluminium sector (Indicating the number of projects/reports prepared / submitted)</p> <p>To be endorsed by self and countersigned by authorized representative of the company and documentary evidence to be furnished for credential.</p>

Sl. No.	BIDDER EVALUATION PARAMETER	Max. Marks	Scoring Method	Documents required
8.	The bidder should submit the auditor's certificate for turnover of last 3 financial years (FYs) i.e. 2018-19, 2019-20 2020-21 or FY 2018, FY 2019 & FY 2020 (In case Companies having financial closures in December Month).	10	Turnover less than Rs 10 Crs Zero marks; Turnover Rs. 10 to Rs. 20 Cr - 5 marks; Turnover more than Rs. 20 to Rs. 40 Cr - 8 marks; Turnover more than Rs. 40Cr - 10 marks.	The bidder has to submit relevant auditor's certificate.
9	Experience in Aluminium alloy for Aerospace / Defence sectors in last 5 years  Only assignments excluding those in audit, taxation, transaction advisory, IT implementation services completed will qualify for allocation of marks	10	Less than 2 assignments -Zero marks 2-5 assignments - 5 marks >5 assignments - 10 marks	To be endorsed by self and countersigned by authorized representative of the company and documentary evidence to be furnished for credential.

**Note:**

- i. For calculating number of years towards experience, more than 6 months shall be rounded off to one and less than 6 months to zero.
- ii. Along with the bid, the Consultant shall submit details of the resource persons/experts having relevant experience in the subject work to be deployed for the present assignment together with their qualification and experience. The curriculum vitae (CV) of each expert proposed to be deployed for the assignment shall be given along with the duration proposed for this assignment. For bid evaluation purpose said information can also be used.

**NOTE TO POTENTIAL EVALUATION MATRIX**

1. Bidders are required to furnish the complete and correct information required for evaluation of their bids. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.
2. Bidders are required to furnish only those credentials in the prescribed format **(as per Annexure – 6 of TE)** for which documentary evidence of work undertaken and completion is available with them. UADNL reserves the right to seek additional information or ask for supporting documents from Bidders for verifying/evaluating their credentials whenever required.
3. Appropriate Tables indicated below are required to be filled up for compliance to different qualifying criteria completely and to be signed & certified by an Authorized Signatory of the Bidding firm. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the bids.

**6.7 Method of Evaluation for overall position:**

Following Evaluation Methodology will be adopted for bidders for Opening of their price bids.

6.7.1 VOID

6.7.2 In **Combined Quality-cum-Cost Based System (CQCCBS)**, the techno-commercial proposals will be allotted weightage of **80%** and price bid will be allotted weightages of **20%**.

6.7.3 Bidders shall be ranked in terms of the total score obtained on the basis of the combined weighted score for quality and cost as per the CQCCBS methodology. An illustration to that effect has been given at sl. no. 6.7.4 below. The bidder obtaining the highest total combined score in evaluation will be ranked as H1 followed by the bidders ranked as H2, H3 etc. as per their total score obtained.

6.7.4 **An illustration of ‘Combined Quality-cum-Cost Based System’ (CQCCBS) is furnished below**

6.7.4.1 CQCCBS (Combined Quality cum Cost Based System), will be followed for selection of Agency on highest point basis. In CQCCBS, the technical proposals will be allotted weightage of 80% while the financial bid will be allotted weightages of 20%.

6.7.4.2 Proposal with the lowest bidding cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional

to their prices. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.

- 6.7.4.3 **Highest points basis:** On the basis of the combined weighted score for quality and cost, the agency/ bidder shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc.

**EXAMPLE:**

- 6.7.4.4 Minimum qualifying marks for technical qualifications as indicated is 60 and the weightage of the technical bids and financial bids will be **80: 20**. In response to the GTE, (say) 3 proposals, i.e. A, B & C were received.

- 6.7.4.5 **The technical evaluation committee awarded them 75, 80 and 90 marks respectively and accordingly all are qualified.** The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

SL NO	BIDDER	EVALUATED PRICE	TECHNICAL EVALUATION MARKS
1	A	120	75
2	B	100	80
3	C	110	90

<p>Using the formula <math>(LEC / EC) \times 100</math>, where LEC stands for <b>lowest evaluated cost</b> and EC stands for <b>evaluated cost</b>, the committee gave them the following points for financial proposals</p> <p>A : <math>(100 / 120) \times 100 = 83</math> points</p> <p>B : <math>(100 / 100) \times 100 = 100</math> points</p> <p>C : <math>(100 / 110) \times 100 = 91</math> points</p>	<p>In the combined evaluation, thereafter, the evaluation committee shall calculate the combined technical and financial score is as under:</p> <p>A: <math>75 \times 0.80 + 83 \times 0.20 = 76.6</math> points.</p> <p>B: <math>80 \times 0.80 + 100 \times 0.20 = 84</math> points</p> <p>C: <math>90 \times 0.80 + 91 \times 0.20 = 90.2</math> points.</p>
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- 6.7.4.6 The three proposals in the combined technical and financial evaluation were ranked is as under:

6.7.4.7 Proposal A with 76.6 points, positioned at H3; Proposal B with 84 points, positioned at H2; and Proposal C with 90.2 points, positioned at H1

6.7.4.8 Proposal C at the evaluated cost of Rs.110 was, therefore, declared as successful bidder. However, award of work to H1 bidder shall be subject to acceptance of H1 bidder quoted rates/price by UADNL.

## **6.8 Process to be confidential**

Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence the Owner's processing of bidding or award decisions may result in rejection of such Bidder's bid.

## **6.9 Owner's Right to accept or Reject a Bid**

Owner reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, to annul the bidding process or to reject all bids. Such decisions by Owner shall bear no liability whatsoever consequent upon such decisions.

## **7.0 NEGOTIATIONS AND AWARD OF WORK**

### **7.1 Negotiation**

Bidders are requested to quote their best prices considering the fact that price negotiation, if required, may be held only with the H1 bidder. Bidder shall attend such negotiation meetings and if requested by the Owner shall provide the analysis of rates /break up of amount quoted by him to demonstrate the reasonability. As a result of negotiation, Bidder may offer rebate on his earlier quoted price. However, no uncalled for or voluntary rebate offered shall be considered for evaluation.

### **7.2 Award of Work:**

7.2.1 Successful Bidders may note that, Letter / Fax of Acceptance or work order issued to them is based on acceptance of their offer and the contract is binding on the bidder. Bidder may return a copy of the same duly signed by the authorized representative as a token of acknowledgement of receipt.

7.2.2 EXECUTION OF AGREEMENT: The successful bidder shall have to execute an agreement on non-judicial stamp paper purchased in the name of the bidder from any registered stamp vendor under the jurisdiction of the Telangana High Court, in the specific format of UADNL. The agreement should be executed within 15 days of receipt of LOA/BO or before starting of the work, whichever is earlier.

7.2.3 In addition to above contract agreement, successful bidder needs to sign Non-Disclosure agreement with UADNL as per agreed format of agreement.



7.2.4 UADNL expects the team leader as proposed in the evaluation criteria to be available during implementation of the Agreement. Post signing of the Agreement, UADNL will not consider substitution of the team leader except for reasons of any incapacity or due to health. Such substitution shall be subject to equally or better qualified and experienced team leader being provided to the satisfaction of UADNL. Without prejudice to the foregoing, substitution of the team leader shall only be permitted subject to reduction of payment equal to 10% (ten per cent) of the fee quoted by the Selected Applicant for delivering the consulting services.

## **8.0 LANGUAGE of BIDS**

The bid and all correspondence incidental and related to bid shall be written in English language. Any printed literature and documents submitted in any other language shall be accompanied by authenticated English translation, in which case, for the purpose of interpretation of the bid, English translation shall govern. Responsibility for correctness in translation shall lie with the agencies/bidders.

## **9.0 EARNEST MONEY DEPOSIT (EMD):**

9.1 Bidder shall submit, along with their Bids EMD of Rs. 1,00,000/- (Indian Rupees One Lakhs only) shall be paid in favour of “Utkarsha Aluminium Dhatu Nigam Limited” in the form of Demand Draft (DD) payable at Hyderabad or Bank Guarantee or online payment with proof thereof. In case of submission of EMD in form of Bank Guarantee (BG), the same shall be in the prescribed Performa provided in Tender Document, issued by Nationalised/Scheduled Bank in India and BG should be valid up to the validity of the offer with additional claim period of 01 year beyond the date of expiry. In case bidders wishes to submit EMD by NEFT mode, bank details are as below:

Account Name: **UTKARSHA ALUMINIUM DHATU NIGAM LIMITED**

Account Number: 38754989786

Branch Name: SBI Chandrayanagutta Branch

IFSC: SBIN0003026.

9.2 Bids not accompanied with EMD shall be rejected. EMD of unsuccessful bidder shall be returned after award of contract. EMD of successful bidder shall be returned after submission of Security Deposit Bank Guarantee (SDBG) by the agency. EMD and hard copy of the document as requested above shall be received up to last date and time for opening of the Tender, as the case may be, in the Office of the **Nodal Officer, UADNL, C/o MIDHANI, PO-Kanchanbagh, Hyderabad – 500058, Telangana, India.**

9.3 EMD shall not carry any interest and will be refunded to all unsuccessful bidders after finalization of the contract. In case of technically rejected bidders of two part bid, the EMD shall be returned to the bidder after rejection of their offer. EMD of successful bidder shall be returned after submission of BG/Security Deposit.

**9.4** The Bidders shall have to submit the original DD/BC/BG towards cost of Earnest Money Deposit along with the techno – commercial offer.

**9.5** The EMD may be forfeited:

9.5.1 If a bidder withdraws its bid during the period of bid validity.

9.5.2 In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TE.

9.5.3 If any of the certificates/documents etc., furnished by the Bidder are found to be false /fabricated/ bogus

**10.0 Fraud and Corrupt Practices**

**10.1** The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TE, UADNL shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, UADNL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to UADNL for, inter alia, time, cost and effort of UADNL, in regard to the TE, including consideration and evaluation of such Applicant’s Proposal.

**10.2** Without prejudice to the rights of UADNL under Clause above and the rights and remedies which UADNL may have under the Letter of Intent (LoI) for the Agreement, if an Applicant or its employee/s, as the case may be, is found by UADNL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or firm shall not be eligible to participate in any tender or TE issued by UADNL during a period of 5 years from the date such Applicant or its employee/s, as the case may be, is found by UADNL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

**10.3** For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

**10.4** “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with

the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of UADNL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of UADNL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Letter of Agreement (LOA) or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of UADNL in relation to any matter concerning the Project;

**10.5** “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

**10.6** “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

**10.7** “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by UADNL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

**10.8** “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**11.0 Conflict of Interest**

**11.1** An Applicant shall not have a conflict of interest that may affect the Selection Process or the services (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, UADNL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to UADNL for, *inter alia*, the time, cost and effort of UADNL including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to UADNL hereunder or otherwise.

**11.2** UADNL requires that the bidder provides professional, objective, and impartial advice and at all times hold UADNL’s interests’ paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with

its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of UADNL.

- 11.3** Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- 11.3.1 the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
  - 11.3.2 Such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
  - 11.3.3 Such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Bidder; or
  - 11.3.4 The Bidder, or any associates of the bidder are advising any of the applicants or members of the applicant consortia (or their related associate firms) on the present proposals
  - 11.3.5 There is a conflict among this and other assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the bidder will depend on the circumstances of each case. While providing services to UADNL for this particular assignment, the bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - 11.3.6 A firm hired to provide services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- 11.4** An Bidder eventually appointed to provide services for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for UADNL in continuation of this engagement or to any subsequent advisory services performed for UADNL where the conflict of interest situation does not arise.
- 11.5** In the event that the bidder, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for transaction advisory or any other activity) for the Project,

they shall make a disclosure to UADNL as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. UADNL shall, upon being notified under this Clause, decide whether it wishes to terminate this engagement or otherwise, and convey its decision to the bidder within a period not exceeding 15 (fifteen) days.

PRICE BID FORMAT**1.0 For Indigenous Offers (in Indian Rupees):**

<u>PRICE BID FORMAT</u>						
<b>Tender Inviting Authority:</b>						
<b>Name of Work:</b>						
<b>Tender No:</b>						
<b>Bidder Name:</b>						
PRICE SCHEDULE						
<b>(This template must not be modified/ replaced by the bidder and the same should be submitted after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.)</b>						
Sl No	Item Description	Quantity	Units	Consultancy Fee (Rs. in Lakhs)	GST (Rs. in Lakhs)	TOTAL FEE (Rs. in Lakhs)
1	2	3	4	5	6	7
1.1	Consultancy Fee for Market Research / Study as stipulated in the scope of work of Annexure-1	1.00	Lump Sum			
<b>2</b>	<b>Total</b>					
<b>3</b>	<b>Quoted Price in Words</b>					

\*\* All applicable taxes to be filled in the price bid format else consultancy fee will be considered as inclusive of all taxes applicable in India.

##

**Notes:**

- a. Bidder have to quote for the services as mentioned in Price Bid Format and to be quoted in Indian Rupees only for submission of bids.
- b. The fee quoted above shall be inclusive of all costs to be incurred by the Bidder in connection with this scope of work including cost of all visit to anywhere in India and all other associated cost to this consultancy assignment.
- c. The quoted fee is inclusive of all taxes of whatsoever nature including Income Tax but excluding GST & Other Taxes which shall be paid extra. Further imposition of any new taxes/duties/levies/cess by Government Authorities, which may be introduced later, shall be paid extra against documentary evidence. Base date for such consideration shall be date of bid submission.
- d. All fees/bills payable to the agency/party under this assignment will be paid within thirty (30) days of receipt of invoices (Supported by necessary documents regarding progress of work)
- e. The payment shall be released as per the payment terms described in **Annexure-4** of TE document, after deducting statutory deductions.
- f. All conveyance requirements at site/UADNL officer, if any, to be included in quoted price. No vehicles will be provided by UADNL for this assignment.
- g. The rates should cover all tour expenses of the employees of the consultant. No TA/DA charges will be reimbursed by UADNL unless mentioned.
- h. The quoted consultancy fees for all the services mentioned here to will remain firm up till the completion of the work in all respects.
- i. The quoted fee shall remain firm till completion of scope of the work.
- j. **Substitution of Key Personnel:**
  - i. It is expected all the Key Personnel included in the proposal by the bidder to be available during execution of the contract. UADNL normally will not consider any request of the Selected Bidder for substitution of Key Personnel. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or higher qualified and experienced personnel being provided to the satisfaction of UADNL.
  - ii. Market Research Firm shall appoint separate teams for any competing clients who are in the same business as UADNL to avoid clash of interests and maintenance of the confidentiality. Such arrangement shall be scrupulously maintained and monitored.

- iii. Along with the bid, the Consultant shall submit details of the persons/experts (having relevant experience in the subject work) likely to be deployed for the present assignment together with their qualification and experience. The curriculum vitae (CV) of each expert proposed to be deployed for the assignment shall be given along with the duration proposed for this assignment.

**2.0 SECURITY DEPOSIT BANK GUARANTEE (SDBG)**

- 2.1** The Consultant shall submit Security Deposit through Demand Draft /RTGS/Bank Guarantee for 10% of the total fee towards the Security Deposit within twenty one (21) days of award of work in Client’s approved pro-forma. The Security Deposit will not carry any interest.
- 2.2** In case the contractor fails to submit the requisite BG even after 21 days from the date of issue of LOA, the contract shall be terminated duly forfeiting EMD and other dues, if any payable against that contract. The failed contractor shall be debarred from participating in re-tender for that work.
- 2.3** The Security Deposit shall remain valid up to the completion of the scope of work and services of the Consultant with an additional claim period of one year beyond the date of expiry.
- 2.4** The Security Deposit Bank Guarantee (SDBG) shall be issued by any Nationalised/Scheduled Banks encashable at Hyderabad, India. The SDBG proforma is enclosed at **Annexure – 9**.



**TERMS OF PAYMENT**

**1.0 TERMS OF PAYMENT:**

The fees specified under **Annexure – 3** of the Price Bid shall be paid as follows

- (i) Twenty (20) percent of the Contract price for market research (excluding taxes and duties) shall be paid upon.
  - a. Submission of interim report on market research.
  - b. Submission of invoice in triplicate
  - c. Submission of Bank guarantee of similar amount from a Nationalized Bank/ Scheduled Commercial Bank encashable at Hyderabad, INDIA in the prescribed proforma for advance payment along with 12% interest per annum valid till submission and acceptance of Final market research report.
  
- (ii) Fifty (50) percent of the Contract price for market research (excluding taxes and duties) shall be paid upon.
  - a. Submission of Final report on market research.
  - b. Submission of invoice in triplicate
  - c. Submission of Bank guarantee of similar amount from a Nationalized Bank/ Scheduled Commercial Bank encashable at Hyderabad, INDIA in the prescribed proforma for payment along with 12% interest per annum valid till acceptance of Final market research report.
  
- (iii) Thirty (30) percent of the Contract price for market research including 100 percent taxes and duties shall be paid upon.
  - a. Acceptance of the final report by UADNL.
  - b. Submission of invoice in triplicate.

**Signature of the bidder**  
**(With Company Seal)**

**GENERAL TERMS AND CONDITIONS**

**1.0 OBLIGATIONS OF UADNL**

- 1.1** UADNL shall furnish data, information and drawings available with them and give such assistance as reasonably be required by the Market Research Firm in the performance of their services under this assignment. However, the Market Research Firm will not be relieved of its obligations to complete the work due to non-availability of any information etc.
- 1.2** UADNL will accord concurrence of all reports, recommendations, and other connected matters etc. if any required, submitted to them by the Market Research Firm, provided that those are submitted to UADNL complete in all respects.
- 1.3** UADNL shall nominate representative(s) duly authorized to coordinate for the subject work with the Market Research Firm and communicate on behalf of UADNL

**2.0 OBLIGATIONS OF THE MARKET RESEARCH FIRM**

- 2.1** Obligations of the Market Research Firm will be as described at various places in the enquiry documents.
- 2.2** The consultant will exercise all reasonable skill, care and diligence in the discharge of the services that are agreed to be performed by them under this Contract.
- 2.3 Termination**
- UADNL will have the right to terminate the consultancy agreement at any point of time during the tenure of consultancy work in case the work from the consultancy is not found satisfactory. The consultancy agreement may be terminated by UADNL without giving any reasons or notice and no claim of whatsoever nature lies against UADNL

**2.4 Liquidated Damages**

If the successful bidder fails to deliver any or all of the Deliverables, Products and/or perform the Services within the time period(s) specified in the Contract, the successful bidder shall pay to the UADNL liquidated damages being one percent of the contract price for each week or part thereof of the delay, until actual delivery or performance, for non-performance and/ or delayed performance to a maximum of 10% of the total contract price.

This shall be without prejudice to the other right and remedies of UADNL including claiming actual damages from the successful bidder. UADNL shall also be within its right to deduct the said amounts from the Contract Price.

### **3.0 GUARANTEES**

#### **3.1 Care and Diligence**

The Market Research Firm shall exercise all reasonable skill, care and diligence in the discharge of the services agreed to be performed by the firm. Market research firm is welcomed to use any of the methodologies including but not limited to primary, secondary research, internal and external expert opinion polling and interviews, and surveying key customer groups for various analysis required as part of the study. Market Research Firm has discretion exercisable as between the Client and any third party, the Market Research Firm shall exercise his discretion fairly.

**3.2** The Market Research firm shall guarantee that the work and services as specified and described in the tender to be developed shall be in accordance with sound and established methodologies, practices, and not limited to using published reports, interviews, external opinions, wherever applicable.

#### **3.3 Acceptance of the report**

The acceptance for the report shall be considered when:-

- a. On successful completion of the study as per scope of the work and submission of all the reports as per deliverables should be to the satisfaction of UADNL management.
- b. In case all submitted report as per deliverable are not met to the satisfaction of UADNL management within the contractual time line not due to reasons attributable to UADNL, Consultant may get time extension to submit the updated report. In case even during the second revision of the report, submitted report is not acceptable for reasons not attributable to UADNL, UADNL shall have the option either to reject the report as such or jointly analyse with Market Research Firm about the changes/modifications required to be made to the final report. In the event of changes/modifications to be taken up for the report, Market Research Firm shall, without any additional cost to UADNL, provide any services of the type as originally provided, as may be required and for the purpose of change/modifications. On completion of such changes/ modifications, the acceptance of the report shall be as per UADNL's decision.

#### **3.4 Liability**

The CONSULTANT shall be liable to pay for any compensation/damages consequent of lapses/ errors/ omissions arising from the negligence on its part or on the part of its employee.

#### **3.5 Limitation of Liability and Transfer of Rights / Liabilities**

- a. The cumulative limit of Market Research Firm/Consultant's liability under this Contract for all guarantees or warranties of whatsoever nature, whether expressed

or implied and for all causes whatsoever shall be limited to 10% (ten percent) of the fees payable to market Research Firm/CONSULTANT.

- b. Neither UADNL nor the consultant will be entitled to transfer their rights and liabilities under this contract to any third party except their respective legal successor and assignees and with the written consent thereto by the other party.

### **3.6 Consequential Losses**

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

### **4.0 SECRECY**

**4.1** During the term and duration of this Contract, and till ten years thereafter the Market Research Firm shall not disclose to any third party, market research data/study and relevant information furnished in the report, etc. and information received from the other party at any time either in whole or in part shall make all reasonable efforts to preserve the secrecy of the Information and shall not use the same for any purpose other than the compilation of the report.

**4.2** The above undertaking shall not, however, extend to any such Market Information which:

- a. Is in the possession of consultant prior to its receipt of the same, directly or indirectly from the other party.
- b. Is received by consultant without any obligation not to disclose the same.
- c. Is or has become part of the public knowledge or literature since receipt of the same, directly or indirectly.

**4.3** Successful bidder shall sign a Non-Disclosure agreement on Mutually Agreed Terms and conditions post award of Contract/Purchase Order/Work Order.

### **5.0 TERMINATION**

#### **5.1 Termination by CONSULTANT**

Market Research firm may terminate the Agreement forthwith by a written notice to UADNL.

- a. If UADNL discontinues the subject business.
- b. If any legitimate payment under the Agreement to be made by UADNL is not made when due and such default continues un-remedied for 90 days after written notice thereof given by Market Research Firm.

#### **5.2 Termination by UADNL**

**5.2.1** UADNL will have the right to terminate the consultancy agreement at any point of time during the tenure of consultancy work in case the work from the consultancy is not

found satisfactory. The consultancy agreement may be terminated by UADNL without giving any reasons or notice and no claim of whatsoever nature lies against UADNL.

## **6.0 FORCEMAJEURE**

Neither Market Research Firm nor UADNL shall be considered in default in performance of their obligations under this CONTRACT, if such performance is prevented or delayed by events such of war, hostilities, revolutions, riots, civil commotion, strike/lockout (for period exceeding 15 days), epidemic, pandemic, COVID, fire, wind, flood, draught, earthquake, because of any law and order proclamation, regulation or ordinance of any Government or of any sub-division thereof, or because of any Act of God, or for any other cause beyond the reasonable control of the party affected, provided notice of any such cause with necessary evidence that the obligation under the Agreement is thereby affected or prevented or delayed is given within 14 days from the happening of the event with sufficient documentary proof in regards to its existence and continuance thereafter. As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligations has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity adducing necessary evidence in support thereof. An event which is Force Majeure whosoever it occurs, provided that it prevents, affects or delays the parties in performing contractual obligations, will justify the affected party's claim of Force Majeure. From the date of occurrence of a case of Force Majeure, the obligation of the party affected shall be suspended during the continuance of any inability so caused until the case itself and inability resulting from there from have been removed and the agreed time schedule under the CONTRACT shall stand extended by a period equal to the period of delay occasioned by such events. Should one or both parties be prevented from fulfilling contractual obligations by a state of Force Majeure lasting a continuous period of three months, either party has the right to terminate the Agreement. However, prior to deciding on termination, the parties shall consult each other and decide regarding the future performance of the Agreement.

## **7.0 SETTLEMENT OF DISPUTES & ARBITRATION**

**7.1** In the event of any question, dispute and/or difference whatsoever arising under this assignment in connection therewith including any question relating to existence, meaning and interpretation of this assignment or any alleged breach thereof, the same will be settled as far as possible by mutual discussions of the parties.

**7.2** Notwithstanding any such claim under arbitration, the Market Research Firm shall continue to perform the services unless it is the subject matter of the dispute of referred to arbitration.

**7.3** Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or

derived therefrom, shall be resolved/settled by arbitration in accordance with the International Centre for Alternative Dispute Resolution (ICADR) Arbitration Rules 1996, as amended from time to time. 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, India.

#### **8.0 NORMAL SERVICE**

- a. The services to be rendered by the Market Research Firm shall be complete and comprehensive for the project as described and in case any other market research service is essential but not specifically stated therein shall also be performed by the Market Research Firm at no extra cost so as to ensure completeness of the assignment.
- b. The Market Research Firm shall provide all the expert technical advice and skills which are normally required for the class of services for which he is engaged.

#### **9.0 OWNERSHIP OF DOCUMENTS AND COPY RIGHTS**

All data, methodologies, data analysis, etc., prepared by the CONSULTANT shall be property of the Client. As and when required, or upon termination of the Agreement, the aforesaid documents including indigenous make reproducible shall be handed over to the Client.

The CONSULTANT shall take all necessary steps to ensure confidential handling of all the matters pertaining to preparation of the report and other information developed or acquired by means of this Agreement or for, or in, the performance thereof.

The CONSULTANT may with the consent of the Client, publish along or in conjunction with any other person any articles, photographs or other illustrations relating to the project.

#### **10.0 COST TO BE BORNE BY THE CONSULTANT**

The CONSULTANT shall bear all costs of rendering the specified scope of services except those costs, which are specifically mentioned as reimbursable by the Client.

#### **11.0 VARIATIONS IN CONSULTANT'S SCOPE OF WORK:**

UADNL shall have the right to request CONSULTANT in writing any changes/ modifications/ deletions/ additions to CONSULTANT's Scope of Work and CONSULTANT shall carry out such changes/modifications/ deletions/ additions for due completion of the project. If however, such changes/ modifications/ deletions/ additions would jeopardize fulfilment of any of CONSULTANT's obligations under this Contract, CONSULTANT shall bring the same to the notice of UADNL and carry out such changes after mutual agreement and compensation (if any for both positive and negative) shall be mutually agreed.

## **12.0 Intellectual Property Rights**

- 12.1** In the event of any claim asserted by a third party of infringement of trademark, trade names, copy right, patent, intellectual property rights or industrial design rights arising from the use of the products supplied by the Market Research Firm/Bidder or any part thereof in India or abroad, the Market Research Firm/BIDDER shall act expeditiously to extinguish such claim.
- 12.2** If the Market Research Firm/BIDDER fails to comply and UADNL is required to pay compensation to a third party resulting from such infringement, the Market Research Firm/BIDDER shall be responsible for the compensation including all expenses, court costs and lawyer fees. UADNL will give notice to the Market Research Firm/BIDDER of such claim, if it is made, without delay.

## **13.0 INDEMNITY**

The The Market Research Firm shall, subject to the provisions of the agreement, indemnify UADNL for any direct loss or damage that is caused due to deficiency in Services or negligence.

The CONSULTANT shall at all times indemnify and keep indemnified UADNL against all suits, proceeding claims and demands, costs, damages and expenses brought or made against the Client or which client may sustain or incur by reason arising out of assignment with the suppliers, contractors or labourers in connection with the work to be done under this assignment except such may be due to or transpire out of any private or personal dealings, acts, affairs or thing or concerning UADNL or any of the agents, employees or workers employed or working for or under the other party.

## **14.0 ASSIGNMENT**

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

## **15.0 SUB-CONTRACT**

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

## **16.0 NO WAIVER OF RIGHTS**

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

## **17.0 GOVERNING LAWS**

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

## **18.0 TAXES**

The CONSULTANT will be liable and responsible for payment of all Income Tax and all other taxes like Service Tax etc., which may be levied on the fees/ payment, received from the UADNL under the terms of this consultancy and shall keep the UADNL harmless against claim/liabilities and outgoing in this behalf.

## **19.0 CAPTIONS AND TITLES**

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

## **20.0 NOTICES AND ADDRESSES**

- a. All notice and instructions given by either party to the other under this CONTRACT shall be in writing and shall be deemed to have been properly served, if delivered in person, or by cable or by mail, postage pre-paid to the designated persons.
- b. The date of serving of notice or instruction shall be that day on which the said notice or instruction is received. A party may change its notice address at any time by so advising the other thereof in writing.

## **21.0 SOLE CONTRACT**

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

## **22.0 COST OF BIDDING**

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

## **23.0 BANKRUPTCY/LIQUIDATION**

If the CONSULTANT shall commit any act of bankruptcy or being a Corporation, commence to be wound up except for reconstruction purpose, or carry on their business under a receiver, the executors, successors or other representative in Law of the estate of the CONSULTANT or any such receiver, liquidator, or any person in whom the Agreement may become vested shall forthwith give notice thereof in writing to the Client, and shall be for one month, during which they shall take all reasonable steps to prevent stoppage of the services, have the option of carrying out the Agreement subject to their providing such guarantee as may be required by the Client but not exceeding the value of the services. The period of the option under this clause shall be thirty (30) days only, providing that should the above option not be exercised, the



Agreement may be terminated by the Client by giving a notice in writing to the CONSULTANT.

#### **24.0 DURATION OF CONTRACT/AGREEMENT**

Subject to any lawful prior termination of the Agreement as provided therein, the Contract shall be for a period of 04 (Four Months) from the EFFECTIVE DATE or up to the date as extended by UADNL till the obligations of both parties are fulfilled.

#### **25.0 DEFINITION**

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

- a. "CONSULTANT" shall mean Market Research Firm/Company
- b. "CONTRACT" shall mean this contract including all Annexures here to and all documents herein specified and any amendments, which the parties may hereafter agree to in writing to be made to this CONTRACT.
- c. "EFFECTIVE DATE" shall mean the date on which the CONTRACT comes into force.
- d. "PRODUCTS" shall mean Aluminium D.C cast & homogenised billets , slabs (input material for FRP) and Finished Aluminium Alloy Flat Rolled Products under the PROJECT.
- e. "PROJECT" shall mean the setting up of 60,000 TPA High End Aluminium Alloy production plant/complex for manufacturing Aluminium D.C cast homogenised billets , slabs (input material for FRP), Sheets, Plates and Coils. The main stream shall encompass setting-up integrated facilities of matching capacity starting from raw material preparation & handling, melting & treatment, casting and rolling mill including associated auxiliaries facilities required for integrated and steady operation of the said plant.
- f. "EXPERTS" shall mean and include Consultants personnel having experience and expertise in required disciplines to render services as per scope of the work.
- g. "UADNL" shall mean "Utkarsha Aluminium Dhatu Nigam Limited", a Joint Venture Company of Mishra Dhatu Nigam Limited (MIDHANI) and National Aluminium Company Limited (NALCO).

#### **26.0 EFFECTIVE DATE AND VALIDITY OF CONTRACT.**

- a. On signing by both parties this CONTRACT shall come in to force.
- b. The responsibilities and obligations of Market Research Firm/CONSULTANT under this CONTRACT shall terminate on the date four months from the effective date of contract subject to ACCEPTANCE of the report submitted as per deliverables.
- c. UADNL's obligation under this CONTRACT will terminate after four months of effective date of contract , provided UADNL makes all payments to CONSULTANT as may be due for the invoices raised up to six months from ACCEPTANCE.

#### **27.0 PROJECT COMPLETION SCHEDULE**

- 27.1** The study should be conducted and all the deliverables (as mentioned in the DELIVERABLES CLAUSE) should be submitted to UADNL by within 04 Months of Letter of Agreement (LOA)/Letter of Intent (LoI) issued to the consultant.
- 27.2** Any extension in the timeline to delivery will be made under the sole discretion of UADNL.
- 27.3** If the Selected Market Research Firm is not able to submit the report by the given deadline as mentioned in this clause, UADNL could follow the guidelines stipulated under clause LIQUIDATED DAMAGES

**DETAILS OF PAST EXPERIENCE OF MARKET RESEARCH STUDY/CONSULTANCY SERVICES IN THE LAST 10 YEARS**

Sl. No.	Description of Work	Value of the contract [Rs. Crores]	Work Order no. and date of Award	Postal Address of Client	Starting Date	Scheduled Completion Date	Actual Completion Date	Reasons For Delay, If Any
	<b>TOTAL</b>							

**Signature of the Bidder with Seal**

**PROFORMA FOR SUBMITTING WORK EXPERIENCE**

Tenderer shall furnish their experience details with reference to the Work.

Name of Bidder:

*Note - Please fill the form in reverse chronological order of "Year of commissioning of study" column. Please indicate the studies for the last 3 Financial Years. Please mark all the additional sheets used to fill up this annexure. Title/Purpose of Study can be elaborated to convey the core aspects analysed & methodologies used in the study.*

*Sector would be classified as per Global Industry Classification Standard (GICS) classification of the client's business for which the study was done.*

**LIST OF WORK EXPERIENCE/STUDIES/CLEINT**

<b><u>Sector</u></b>	<b><u>Name of Client</u></b>	<b><u>Title / Purpose of the study Basic details of the study)</u></b>	<b><u>Copy of Work completion certificate issued by the client</u></b>	<b><u>Contact details of the Client</u></b>

**Signature of the Bidder with Seal**

**PROFORMA FOR FINANCIAL DETAILS**

FINANCIAL YEAR	ANNUAL CONSULTANCY TURNOVER		DETAILS OF NET WORTH			
			CAPITAL (a)	RESERVE (b)	ACCUMULATED LOSS (c)	NET WORTH (a+b-c)
2020-21 or 2020						
2019-20 OR 2019						
2018-19 OR 2018						

Submission of audited balance sheet and profit & loss account for above three years-YES/NO

**(SIGNATURE OF BIDDER WITH SEAL)**

**(ABOVE CERTIFICATE TO BE CERTIFIED BY A PRACTISING CHARTERED ACCOTANT)**

**Information to be furnished on Experience & Credential(s) of the Consulting firm and Quality of the key personnel.**

*All necessary details given in the form needs to be attached herewith*

**Constitution of Market Research Firm/Company**

Sl No	Description	Bidder's Response	Remarks
1	Constitution of the Firm		(whether Proprietorship / Partnership / Public / Private Limited Company)
2	Whether Registered in India (Yes/No)		
3	Date of Incorporation		Please attach a copy of certificate of incorporation of the company and commencement of Business in case of public limited company)
4	Number of Projects completed by the firm as Market Research Consultancy services provider during last 25 years		If required, separate sheet may be attached. Documentary evidence to be furnished.(Copy of the contract/P.O./Completion Certificate, etc)

**Key Personnel of Bidder**

Name of Bidder:

1.	Name of Key Personnel	Designation	Contact details (Address, Phone & Email)

**Key Personnel Handling the Market Study for UADNL**

Name of Bidder:

2.	Name of Key Personnel	Designation	Contact details (Address, Phone & Email)

Please attach the CVs of the personnel to be deployed for this study.

**Signature of the Bidder with Seal**

**FORWARDING LETTER AND UNDERTAKING****(To be submitted by the Bidder)**

From: \_\_\_\_\_

To Nodal Officer  
**Utkarsha Aluminium Dhatu Nigam Limited**  
**(C/o Mishra Dhatu Nigam Limited)**  
**PO-Kanchanbagh, Hyderabad – 500058**

**Sub: Selection of Market Research firm to perform the Demand-Supply analysis of Aluminium Alloy D.C cast & homogenised billets & slabs (input for FRP) and Flat Rolled Products (FRP) Market and recommend Product Mix & Go-to- Market strategy for a New Plant of 60,000 TPA Capacity at Nellore, Andhra Pradesh, India.**

1. Having carefully examined all the Tender Documents attached to your Notice Inviting Tender (Doc. No. \_\_\_\_\_) we offer to complete the works in conformity with all the terms and conditions as detailed in the Tender Documents.
2. We here by confirm that we have downloaded the complete set of tender documents along with the set of enclosures hosted in website. We confirm that the bid document has not been edited or modified by us. In case, it is observed by UADNL that the bid document has been edited or modified, we agree for the rejection of the bid by UADNL.
3. We undertake, if our tender is accepted, to commence the work from the effective date of contract and to carry out work as stipulated in the contract.
4. We are submitting the earnest money deposit for the sum of Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_**) **in the form of Bank Guarantee/ DD as instructed by you.**
5. We agree to abide by this Tender initially for a period of 180 days (06 Months) from the date of opening of technical bids of Tender and it shall remain binding on us and may be accepted at any time before the expiry of that period.
6. Should this Tender be accepted, we hereby agree to abide by and fulfill all Terms and Conditions of Tender Document as accepted by us and in default thereof, to forfeit and pay to UADNL or UADNL's successors, assigns or authorized nominees such sums of money as are stipulated in conditions contained in Tender Documents. We understand that UADNL are not bound to accept the lowest or any Tenders received and UADNL reserves the right to reject any or all tender without assigning any reason.
7. This Tender together with written "Acceptance" thereof, shall constitute a binding CONTRACT between UADNL and us, till a formal contract is executed.

Date \_\_\_\_\_ day of \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
(NAME IN BLOCK LETTERS)  
(To be signed by authorized person.)

**FORMAT OF AGREEMENT**

This Agreement made this day of \_\_\_\_\_ in the year Two Thousand and Twenty Two between the M/s Utkarsha Aluminium Dhatu Nigam Limited having its Registered Office at Kanchanbagh, Hyderabad, Telangana (hereinafter referred to as the “UADNL” or “Client”) which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assigns on the one part and M/s. \_\_\_\_\_ (Consultant) which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assigns on the other part.

**WHEREAS** UADNL intends to engage **Market Research firm to perform the Demand-Supply analysis of Aluminium Alloy D.C cast & homogenised billets & slabs (input for Aluminium alloy FRP) and Flat Rolled Products (FRP) Market and recommend Product Mix & Go-to- Market strategy for a New Plant of 60,000 TPA Capacity at Nellore, Andhra Pradesh, India,** hereinafter, referred to as **“The Assignment”**.

WHEREAS the consultant possess the requisite competence and experience to perform the services.

WHEREAS the consultant is willing to provide services as per terms and conditions set forth herein.

All the following documents shall form the part of this Agreement.

- i) TE along with its enclosures.
- ii) Detailed Letter of Award along with its enclosures.

In witness whereof the parties have executed these presents on the day and the year above written.

Signed and delivered for and on  
on behalf of the Consultant

Signed and delivered for and behalf of the Client

M/s. Name of UADNL.

M/s. \_\_\_\_\_

Date:

Date:

Place:

Place:

Witness:

Witness:

1.

1.

2.

2.



**ANNEXURE- 8(B)****FORMAT FOR DECLARATION OF NOT CONVICTED BY A COURT OF LAW**

The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past five years for acceptance of the offer. The bidder shall give an affidavit to this effect signed by Authorised Signatory on Company's Letter head. Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfilment of eligibility criteria on group entity terms). The litigation history shall be as per the following Format:

**AFFIDAVIT TO BE SUBMITTED BY THE BIDDER**

1. The undersigned do hereby certify that all the statement made in the bid and attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s..... nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorised and request (s) any bank, person, firm or Corporation, Govt. officers to furnish pertinent information as deemed necessary and as requested by UADNL to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of UADNL.
5. INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF BIDED OR ABANDONMENT OF WORK BY THE BIDDER

1.	(a)	Is the bidder currently involved in any litigation relating to the works.	Yes/No
	(b)	If yes,; give details:	
2.	(a)	Has the bidder or any of its constituent partners been debarred/expelled by any agency in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	
3.	(a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last 5 years.	Yes/No
	(b)	If yes, give details:	

- (i) Arbitration cases pending.
- (ii) Disputed incomplete works.
- (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
- (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings

**Note:** If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

**Signature of the Bidder**

**Date:**.....

**(With Seal)**

**ANNEXURE- 8(C)**

**DECLARATION BY THE BIDDER**

I \_\_\_\_\_ REPRESENTING THE BIDDER, DO  
DECLARE ON BEHALF OF THE FIRM AS HEREUNDER :

- That, I am the PROPRIETOR of the bidder's firm. I undertake to submit proof of ownership as and when demanded by UADNL. - OR
- That I am the authorised signatory to the tender documents holding valid Power of attorney. Certified copy of the valid power of Attorney is enclosed with the offer.

**NOTE: Strike out whichever is not applicable.**

- a. That, we do not have any FINANCIAL/PROFESSIONAL stake in any of the other bidders participating in this tender;
- b. That, this firm has not been blacklisted/debarred/banned in any unit of UADNL/ PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.
- c. That, the proprietor/partners/directors/ employees of the firm have never been a part of any blacklisted/debarred/banned firms or company in any unit of UADNL/ PSUs / GOVT of India/ State Govts/ Quasi Govt. organizations.
- d. That, we have never been prosecuted by any statutory authority
- e. That, any change in the constitution of the firm shall be made with prior clearance from UADNL.
- f. That, we have studied all the clauses/sub-clauses terms and conditions of the TE/ tender documents and our offer fully comply with the requirements spelt out in the tender documents.
- g. We undertake to abide by and comply with all the safety and environmental regulations in force in UDNL during the execution of work.
- h. We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.
- i. We undertake to receive payment through E-payment mode.
- j. I/we declare that the document down loaded by me/my company is/are not tampered in any form.

I further declare that all above statements are true. If at any time during pre-ordering/post ordering stage of the contract, it is found otherwise, action as deemed fit by UADNL including 'rejection of my offer"/ 'banning/blacklisting' me/my firm / my company. The same will be binding on me / firm / company represented by me.

Name of the Signatory \_\_\_\_\_

Postal address of the firm: \_\_\_\_\_

\_\_\_\_\_

PAN No : \_\_\_\_\_ TIN No : \_\_\_\_\_

GSTIN NO \_\_\_\_\_

EPF No : \_\_\_\_\_ ESI No : \_\_\_\_\_

Phone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Fax No: \_\_\_\_\_ Email Address : \_\_\_\_\_

Date: \_\_\_\_\_

**(Signature of the Proprietor / Authorised Person)**

**(with seal)**

**PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

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

Date: \_\_\_\_\_

1. WHEREAS M/s Utkarsha Aluminium Dhatu Nigam Limited, having its Office at Hyderabad C/o Mishra Dhatu Nigam Limited, PO Kanchanbagh, Hyderabad - 500058 (hereinafter called "The 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: UADNL/TE/MKT/0722/03, Date: 29-06-2022 for Engagement Market Research Firm/Consultant to undertake to perform the Demand-Supply analysis of Aluminium Alloy D.C cast & homogenised billets & slabs (input for Aluminium alloy FRP) and Flat Rolled Products (FRP) Market and recommend Product Mix & Go-to- Market strategy for a New Plant of 60,000 TPA Capacity at Nellore, Andhra Pradesh, India hereinafter called "the said tender") to M/s. ....(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs. ....(Rupees .....only) towards earnest money in lieu of cash.
2. WE .....Bank having its branch office at .....do hereby 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 to or would be caused or suffered by the Company by reason of any breach by the said tenderers(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 Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding 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 there under. Our liability to pay is not dependent or conditional on the Company 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 contract(s)/ Order(s) are fulfilled.

5. WE .....Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that 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 authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the 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 Company under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name: -----

Address for Correspondence: -----

Telephone & Fax No.

E-mail :

Note: BGs to be furnished from any of the approved banks of UADNL.

**PROFORMA FOR SECURITY DEPOSIT GUARANTEE BY CONSULTANT**

(To be executed on non-judicial stamped paper of appropriate value) B. G. No.....

Date.....

1. WHEREAS M/s Utkarsha Aluminium Dhatu Nigam Limited having its registered Office at Hyderabad(C/o Mishra Dhatu Nigam Limited, PO. Kanchanbagh, Hyderabad - 500058) (hereinafter referred to as “The Company” which expressions shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. .... has placed a purchase order on M/s.....( hereinafter referred to as “Consultant” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for Engagement of Market Research Firm / Consultant to perform the Demand-Supply analysis of Aluminium Alloy D.C cast & homogenised billets & slabs (input for Aluminium alloy FRP) and Flat Rolled Products (FRP) Market and recommend Product Mix & Go-to- Market strategy for a New Plant of 60,000 TPA Capacity at Nellore, Andhra Pradesh, India .....(work/assignment description) on the terms and conditions as set out inter alia, in the Company’s contract No./ P.O. No. ....dated .....and various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and whereas the Contractor(s)/Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/subcontractors.

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the Company a Bank Guarantee from a bank for ....% (.....percent) of the total value of the “said contract” against due and faithful performance of the “said contract” including defect liability obligations and the performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the “said contract.”

2. We .....Bank having its branch office at .....do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Consultant of any of the terms & conditions of the contract. Any such demand made on the Bank by the Company shall be conclusive as

regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs. .... (Rupees.....only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the Consultant.
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 Consultant but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/Order(s) are fulfilled.
5. We .....Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Consultant and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Consultant have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Consultant and accordingly discharges the guarantee.
6. We .....Bank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/Order(s) or to extend the time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Consultant or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Consultant.

Date.....

.....Bank Corporate



Seal of the Bank

By its constitutional Attorney

Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No. -----

E-mail: -----

**PARTICULARS FOR SELECTION OF MARKET RESEARCH AGENCIES – TECHNICAL BID***(To be submitted by the Bidders on their letter-heads)*

Dear Sir/ Madam,

We hereby offer to submit our request for Selection of Market Research Bidder of UADNL, as per Tender Notice no. \_\_\_\_\_ Dt. \_\_\_\_\_ for “Selection of Market Research Firm”.

We unconditionally agree to abide by the Terms & Conditions specified in the Request for Proposal issued for Selection of Market Research firm to perform the Demand-Supply analysis of Aluminium Alloy D.C. cast homogenised billets & slabs (input for Aluminium alloy FRP) and Flat Rolled Products (FRP) Market and recommend Product Mix & Go-to- Market strategy for a New Plant of 60,000 TPA Capacity at Nellore, Andhra Pradesh, India

Accordingly, we enclose an Account Payee Demand Draft/ Pay order of Rs.1,00,000/-(Rupees One Lakh only) towards Earnest Money Deposit (EMD), in favour of UADNL, payable at Hyderabad.

Our brief profile is as under:

Sl. No.	Particulars	Annexure No. & Attachment Name
1	Name and contact details of Bidder	
2	Legal status of agencies (Proof to be attached)	
3	Year of establishment / Incorporation	
4	Infrastructure facility available with the Bidder such as Software/analysis tools, qualified man-power etc.	
5	Name of Managing Director, Directors, top management/ key personnel along with designation.	
6	The contact details of personnel proposed for handling the project (separate sheet may be enclosed with Bio-data and other details).	

7	List of clients presently serving/ served. (A comprehensive list of clients, including those of Govt/PSU/BFSI segment / MNC / others	
8	List of Customer Feedback and Suggestions Studies (Year wise)	
9	Compliance with respect the eligibility criteria (Yes/No)  (Attach all supporting documents as Annexures)	
10	Compliance with respect to Potential Evaluation Matrix (Yes/No)  (Attach all supporting documents as Annexures)	
11	Details of awards in Market Research/ Accreditation/ ISO certification details  (Reputed National/ international) (attach copies of certificates)	
12	Financial details Total MR billing for the last three years (Attach certified copy of audited Balance- Sheet, P&L A/c and Income Statement)	
13	PAN of the Bidder	
14	GST No. (attach copy)	
15	TAN NO. (attach copy)	
16	Banker's Cheque / DD details	
17	Research Methodology	
18	Proposed Team	
19	Any other information that the bidder would like to submit	If needed

I/ we hereby certify that all the particulars given above are correct and true to the best of my/ our knowledge.

I/ we certify that if appointed for carrying out survey, I /we shall appoint separate teams for any competing clients who are in the same business as UADNL to avoid clash of interests and maintenance of confidentiality. Such arrangement shall be scrupulously maintained and monitored.

In case at any stage, it is found that the information given by me/ us is false/ incorrect, UADNL shall have the absolute right to take any action as deemed fit/ without any prior intimation to me/ us.

(Signature of the Authorized person)

Full name of the Authorized person:

Designation:

Seal of the firm and date

**EXCEPTIONS / ADDITIONAL INFORMATION (IF ANY)**

<b>SL NO.</b>	<b>Para /Clause Number of Tender Document</b>	<b>Page Number of Tender Document</b>	<b>DESCRIPTION</b>	<b>EXCEPTIONS / ADDITIONAL INFORMATION WITH REMARKS</b>

(Signature of Bidder with Seal)

**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.

DATE:

DUE DATE :

To

**NODAL OFFICER**

UTKARSHA ALUMINIUM DHATU NIGAM LIMITED (UADNL)  
C/o MISHRA DHATU NIGAM LIMITED (MIDHANI)  
P.O. KANCHANBAGH, HYDERABAD - 500 058.

NAME OF THE TENDERER:

**ENVELOPE NO.2:**

PART - II “PRICE BID”

ENQUIRY NO.

DATE:

To

**NODAL OFFICER**

UTKARSHA ALUMINIUM DHATU NIGAM LIMITED (UADNL)  
C/o MISHRA DHATU NIGAM LIMITED (MIDHANI)  
P.O. KANCHANBAGH, 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.

DATE:

DUE DATE :

CONTENTS: 1) TECHNO-COMMERCIAL BID & 2) PRICE BID

To

**NODAL OFFICER**

UTKARSHA ALUMINIUM DHATU NIGAM LIMITED (UADNL)  
C/o MISHRA DHATU NIGAM LIMITED (MIDHANI)  
P.O. KANCHANBAGH, HYDERABAD - 500 058.

NAME OF THE TENDERER:

**DETAILS OF METHODOLOGY USED**

Name of Bidder:

Sl No	Parameter	Qualitative or Quantitative	Methodology Used	Remarks

*Note – Methodology Used column, the name and a brief description of the methodology shall be provided. And in the Remarks Column details such as sample size if sampling method, no. of experts used if expert opinion/poll is used are to be indicated.*

*It is advisable for the Bidder to exhaustively mention the parameters that the bidder intends to project forecasts for or study the current state in the report.*

(Signature of Bidder with Seal)

**PRE CONTRACT 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.



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.

- a. 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.
  - b. 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.
  - c. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.
  - d. 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.
  - e. 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.
2. 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 contractual 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. The Monitor will submit a written report to the competent authority within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the Competent Authority, a substantiated suspicion of an offence under relevant IPC/ PC Act, the competent authority has to proceed against such offence, within the reasonable time take visible action.
9. 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)

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

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name &Address) \_\_\_\_\_

Witness 2:

(Name &Address) \_\_\_\_\_

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