

नालको  NALCO

EOI Document No:
NALCO/CORP/P&T/CONT/2023/019 Dated
14.12.2023

EOI for

PANEL OF CHARTED ACCOUNTANTS AS ATATUTORY
AUDITORS FOR M/S UTKAL COAL MINING INDIA
PRIVATE LIMITED (M/S UCMIPL)
(SPV FORMED BY M/S MYTRI - AMR CONSORTIUM)

नालको  NALCO

National Aluminium Company Ltd. (NALCO)
(A GOVERNMENT OF INDIA ENTERPRISE)
Nalco Bhawan, P/1, Nayapalli, Bhubaneswar

REQUEST FOR EXPRESSION OF INTEREST

For

PANEL OF CHARTED ACCOUNTANTS AS ATATUTORY AUDITORS FOR M/S UTKAL COAL MINING INDIA PRIVATE
LIMITED (M/S UCMIPL)
(SPV FORMED BY M/S MYTRI - AMR CONSORTIUM)

EOI Document No: NALCO/CORP/P&T/CONT/2023/019 Dated: 14.12.2023

To

Dear Sir,

We are enclosing herewith the EOI document for “**PANEL OF CHARTED ACCOUNTANTS AS STATUTORY AUDITORS FOR M/S UTKAL COAL MINING INDIA PRIVATE LIMITED (M/S UCMIPL) who is the Mine Developer and Operator (MDO) for Utkal D and Utkal E Coal Mines of NALCO (SPV FORMED BY M/S MYTRI - AMR CONSORTIUM.**” as detailed in enclosed specifications. The scope of services is also explained therein.

1. Digitally signed Single Part EOI (Expression of Interest) in prescribed format are invited from reputed *and* capable agencies having capability in meeting the indicated qualifying criteria as detailed at the **Qualification criteria**, attached as **Annexure -1** and possessing relevant experience . The Salient features of the Tender are as detailed in **EOI DETAILS**.
2. The entire set of EOI document needs to be uploaded in e-procurement site of **CPP Portal (www.eprocure.gov.in)** before the scheduled time of EOI submission. EOI documents will be received up to last date and time specified or extended subsequently, as the case may be through e-tendering at www.eprocure.gov.in. NALCO shall not be responsible for any expenses incurred by the participant in bidding process in connection with the preparation & submission or any other expenses for their EOI. The participant should go through **INSTRUCTIONS TO PARTICIPANTS** enclosed at **Annexure-2** prior to bidding.
3. Participants are required to submit their EOI documents along with the Particulars to be enclosed are Power of Attorney, all Declaration/ Undertaking Formats enclosed at **Annexure-5**.
4. Further, EOI shall be evaluated based on documents uploaded without any further reference to participant. So participant must ensure that all relevant documents are uploaded at the time of submission of offer. If Nalco desires, the successful participants may be asked to submit hard copies as being uploaded by them for verification.
5. Amendments and/or Clarifications, hosted subsequently before last due date for uploading on website at www.eprocure.gov.in and www.livetenders.nalcoindia.co.in for EOI shall also form part of the EOI Documents. Participants are requested to visit these websites regularly to view/download notifications on Amendments and/or Clarifications before submission of their EOI. NALCO shall not be responsible, for any omission or ignorance by any participant in seeing the notifications on Amendments and/or Clarifications in the process of submission of their EOI.
6. Clarifications, if any, regarding this tender can be obtained from Dy. General Manager (Elect.) T&C, Dept Mob no: +91-9437567920, Email: nihar3.mohanty@nalcoindia.co.in.

**Dy. General Manager (Elect) T&C
National Aluminium Company Ltd.**

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EOI DETAILS

1	NAME OF THE WORK/ SERVICE:	"PANEL OF CHARTED ACCOUNTANTS AS STATUTORY AUDITORS FOR M/S UTKAL COAL MINING INDIA PRIVATE LIMITED (M/S UCMIPL) (SPV FORMED BY M/S MYTRI - AMR CONSORTIUM
2	EOI REFERENCE NUMBER	NALCO/CORP/P&T/CONT/2023/019 Dated: 14.12.2023
3	MODE OF EOI (E tendering)	OPEN / SINGLE PART
4	DATE OF PUBLISH OF EOI	15.12.2023 01 : 00 PM
	STRAT OF DOWN LOAD OF EOI DOCUMENT	15.12.2023 02 : 00 PM
4	DATE PRE EOI MEETING THROUGH PHYSICAL/ VIDEOCONFERENCING	PHYSICAL MEETING WILL BE HELD ON 04.01.2023 T&C DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751013, INDIA. LAST DATE OF SUBMISSION OF PRE BID QUERY 01.01.2023
	START DATE AND TIME OF SUBMISSION OF EOI AT CPP PORTAL	12.01.2023
5	LAST DATE AND TIME OF SUBMISSION OF EOI AT CPP PORTAL	23.01.2023 04 : 00 PM
6	DATE AND TIME OF EOI OPENING	24.01.2023 04 : 00 PM
7	CONTACT & ADDRESS FOR ALL COMMUNICATIONS &	Nihar Ranjan Mohanty, DGM(Elect) T&C DEPARTMENT, CORPORATE OFFICE NATIONAL ALUMINIUM COMPANY LIMITED NALCO BHAWAN, P/1, NAYAPALLI, BHUBANESWAR-751013, INDIA. Mob:-3437567920 E-Mail:-nihar3.mohanty@nalcoindia.co.in

BACKGROUND OF EOI:-

- NALCO has signed Coal Mining Agreement with MDO M/s Utkal Coal Mining India Private Limited (M/s UCMIPL) (SPV formed by M/s Mytri-AMR Consortium) on 08.03.2022. As per the article 32.2.1 of the said agreement, NALCO & the Mine Developer and Operator (MDO) shall prepare a mutually agreed list of 5 (five) reputable firms of Chartered Accountants **(the "Panel of Chartered Accountants")**.
- Accordingly this EOI tender document was made by NALCO to invite offers from all reputed firms of chartered accountants who fulfil the following eligibility criteria mentioned in **Annexure-1**.
- Interested participants are requested to submit the requisite supporting documents within time stipulated at EOI details in the address indicated at sl no **07 of EOI DETAILS**. Expression of Interest along with all supporting documents has to be submitted along with (address, email ID and contact no of participant. In addition to this, agency must upload the requisite documents in CPPP portal as per guideline stipulated in CPPP portal & in EOI.

ANNEXURE -1**QUALIFYING CRITERIA****1. Panel of Chartered Accountants**

NALCO intends to prepare a panel of 5 (five) reputed firms of chartered accountants having their registered offices in India **(the Panel of Chartered Accountants) of which one of the firm will be selected by MDO, who will be carrying out the Statutory Audit of M/s UCMIPL (Mine Developer and Operator of Utkal D & E Coal Mines of NALCO).**

2. Invitation for empanelment

2.1 The NALCO shall invite offers from all reputed firms of chartered accountants who fulfil the following eligibility criteria, namely:

- a. the firm should have conducted statutory audit of the annual accounts of at least one hundred companies registered under the Companies act 1956, including any e-enactment or amendment thereof, of which at least ten should have been public sector undertakings;
- b. the firm should have at least 5 (five) practicing chartered accountants on its rolls. each with a minimum experience of 10 (ten) years in the profession;
- c. the firm or any of its partners should not have been disqualified or blacklisted by the Comptroller and Auditor General of India or the NALCO; and
- d. the firm should have an office in the State Odisha or Andhra Pradesh with at least 2 (two) practicing chartered accountants on its rolls in such State.

2.2 Interested firms meeting the eligibility criteria shall be required to submit a statement of their capability including the bio-data of all the practicing chartered accountants on its rolls. In particular, each firm shall be required to furnish year-wise information relating to the names of all the companies with an annual turnover exceeding **Rs.25,00,00,000/ (Rupees Twenty-Five crores only)** whose annual accounts were audited by such firm in any of the preceding 5 (five) Accounting Years.

2.3 Interested Participants to meet above mention eligibility criteria should required to submit audited balance sheet & P/L of the firm whose account was audited by them in any of the preceding 5 (five) Accounting years. Such financial statements should have UDIN of the CA & also should be self-certified. In absence of UDIN of the CA, such financial statements shall not be considered for evaluation.

3. Evaluation and selection

3.1 The information furnished by each firm shall be scrutinized and evaluated by the NALCO and 1(One) point shall be awarded for each annual audit of the companies specified in Paragraph ~~2-2~~ 2.1 (a)

above. For the avoidance of doubt and by way of illustration, a firm which has conducted audit of the annual accounts of any such company for five years shall be awarded five points.

- 3.2 The list of all eligible firms along with the points scored by each firm shall be prepared in descending order with the highest points scored on the top. The top 5 (Five) firms will be selected for the **Panel of Chartered Accountants**.

4. Consultation with the Mine Developer and Operator

The NALCO shall convey the aforesaid panel of firms to the Mine Developer and Operator for scrutiny and comments, if any. The Mine Developer and Operator shall be entitled to scrutinize the relevant records of the NALCO to ascertain whether the selection of firms has been undertaken in accordance with the prescribed procedure and it shall send its comments, if any, to the NALCO within 15 (fifteen) days of receiving the aforesaid panel.

5. Period of empanelment


- 5.1 The NALCO shall, constitute a Panel of Chartered Accountants of 5 (Five) firms. The period of validity of the empanelment shall be 5 Years.
- 5.2 After completion of every five years from the date of preparing the panel of Chartered Accountants, a new panel shall be prepared by NALCO.

NOTE & DOCUMENTS TO BE UPLOADED:

- i. Photocopies of supporting documents to be uploaded for meeting qualifying criteria as detailed above and any other documents required to be uploaded at e-Procurement Portal should be attested by a notary public or Gazetted officer.
- ii. NALCO reserves the right to use in-house information for assessment of Participant's capability. Previous and present performance of contractors at NALCO sites shall be considered while evaluating their offers.
- iii. The agency has to upload the relevant copies for meeting qualifying criteria and documents as stipulated in the EOI. The agency has to submit the following **as issued by the Principal owner**.
 - a. The other documents required in support of meeting the Qualifying criteria.
 - b. The assignment completion certificates clearly indicating the type of assignment with date of satisfactory completion of assignment.
- iv. All the prescribed Formats enclosed at **Annexure-5**.
- v. The participant's **GST registration certificates**.
- vi. The party should also possess **PAN** in the name of the firm or sole proprietor. In case of PAN is in the name of sole proprietor, the proof of ownership of their firm along with the offer should be submitted.
- vii. The participant 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 affidavit must be affirmed before the competent judiciary

authority or duly notarized by Notary. The participant has to enclosed/upload Affidavit **as per Format enclosed at Annexure-5.**

- viii. Participant should not be under liquidation, court receivership or similar proceeding and shall submit self-declaration for the same.
- ix. The Participant 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 firm / agency are participating in the subject EOI tender.
- x. If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.


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ANNEXURE -2

1 INSTRUCTIONS TO PARTICIPANTS ON MODE, SUBMISSION, RECEIPT, OPENING, EVALUATION & ACCEPTANCE OF EOI:

A) EOI SUBMISSION, RECEIPT & OPENING OF EOI

- 1.1 All critical parameters of the assignment are indicated at **EOI DETAILS** i.e. refer **INDEX OF EOI**. Information at EOI Detail supersedes all other information otherwise stated anywhere in the EOI.
- 1.2 EOI are to be uploaded in the e-procure web site (www.eprocure.gov.in) on or before time & date specified at **EOI DETAIL**. The EOI opening time/date & place specified at EOI details.
- 1.3 Submission of EOI other than CPP Portal shall not be accepted.
- 1.4 **COST OF SUBMISSION OF EOI:** The agency shall bear all costs associated with the preparation or delivery of its EOI, participating in discussions etc. including costs and expenses related with visits to the site. NALCO will in no case be responsible or liable for those costs and expenses regardless of the outcome of the bidding process.
- 1.5 Participant needing clarification of the documents of the EOI must notify the NALCO, in writing, not later than seven (7) days before the EOI submission date. NALCO shall respond to such requests, and clarifications of the response will be uploaded in CPP PORTAL and also shall be sent to concerned agency requested for the clarification.
- 1.6 At any time before the submission of EOI, for any reason, whether at NALCO's initiative or in response to a clarification requested by any participant, NALCO at its discretion may revise the technical/commercial conditions and other related issues for the assignment by modifying the documents/EOI by amendment. The amendment shall be sent in writing /uploaded in CPP PORTAL. In that case all agency have to submit their revised EOI within stipulated time frame as indicated in the EOI.
- 1.7 NALCO reserves the right to defer the date of EOI opening in case the response is considered to be inadequate or due to any other reasons. In such event, the participants shall be intimated the next date of opening subsequently.
- 1.8 The information in this EOI has been prepared in good faith. The information contained in this EOI is selective. It does not, and does not purport to, contain all the information that a proposed participant may require. Neither NALCO nor any of its officers or employees, nor any of their advisers nor companies/agencies undertake to provide any proposed participant with access to any additional information or to update the information in this EOI and accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed **assignment** or makes any representation or warranty, express or implied, with respect to the information contained in this EOI or on which this EOI is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law

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and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

1.9 EARNEST MONEY: NO EMD REQUIRED FOR THIS ASSIGMENT.

1.10 Merely, issue/download of EOI documents to the intending participants or submission of tenders by any agency does not make them eligible for award of work. The offers from such participants who have been debarred / banned/ black listed / de-listed by any unit of NALCO or Govt. Departments/ Quasi Govt organizations or other PSUs are liable for rejection irrespective of offers from such participants satisfying the qualifying criteria. Participants are requested to carefully study the terms & conditions and eligibility criteria before submitting the offers.

1.11 The agency must conduct its own analysis of the information contained in this EOI or to correct any inaccuracies therein that may be in this EOI. Participants are advised to carry out its own investigation into the proposed assignment are expected to examine carefully the contents of all the documents provided and received all such relevant information as it has requested from NALCO. Failure to comply with the requirements of EOI will be at the agency's own risk.

1.12 Before submitting the EOI, it is desired that the agency should get themselves acquainted with all the requirements for filling the EOI. The EOI and all correspondences incidental to EOI shall be written in English language. Any printed literature and document submitted in any other language shall be accompanied by English translation. For the purpose of interpretation of the EOI, English translation shall govern and it is the responsibility of the participants for correctness in translation.



1.13 Interested participants have to bear all expenses for submission of EOI including the costs associated with the preparation, submission of EOI, participating in discussions etc. including costs and expenses related with visits to NALCO offices & proposed. NALCO will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the bidding process. NALCO shall not be liable for any mistake or error or neglect by the participants in respect of the above.

1.14 NALCO reserves the right to accept or reject any EOI and to annul the evaluation process at any time without thereby incurring any liability to the affected participant. NALCO reserves the right to reject any EOI if:


- i. At any point of time, material/documents misrepresentation is made or uncovered for a participant.
- ii. The Proposer does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the EOI.

1.15 Participant should not be under liquidation, court receivership or similar proceeding and shall submit self-declaration for the same.

1.16 The Participant 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 firm / agency are participating in the subject tender.

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- 1.17 The participant or its proprietor /partner(s)/director(s) of the firm should not have been convicted by court of law for an offence involving moral turpitude in relation to the business dealing during past seven years for acceptance of the offer. The participant shall give affidavit to this effect. The affidavit must be affirmed before the competent judiciary authority or duly notarized by Notary.
- 1.18 **Submission of EOI:** All pages of the EOI document shall be stamped & signed by the authorized person of the firm/company/organization of applicant in case of scanned copy or digitally signed soft copy are also acceptable. Power of Attorney in favour of signatory to EOI application shall be submitted along with the EOI.
- 1.19 **Acknowledgement of Understanding of Terms:** By submitting an EOI application, each applicant shall be deemed to acknowledge that it has carefully read all sections of this EOI, including all forms, schedules and annexure here to, and has fully informed itself as to all existing conditions and limitations.
- 1.20 **OWNERSHIP OF EOI DOCUMENTS AND INFORMATION THERIN:** All EOI documents received against EOI will become the property of NALCO upon submission.
- 1.21 **NO CONTRACTUAL OBLIGATION:** NALCO is not bound contractually or in any other way to any participant to this EOI. NALCO is not liable for any costs of compensation in relation to the consideration of this EOI.
- 1.22 **DISCLAIMER:** The issue of this document does not in any way commit or otherwise obliges NALCO to proceed with all or any part of this EOI process. The EOI request is not the subject of any process contract or any contractual obligations between NALCO and participant. NALCO may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective participant.
- 1.23 Participant shall ensure submission of complete information / documents in the first instant itself. NALCO reserves the right to evaluate the offer based on the details furnished by the agency on the scheduled date of EOI submission without seeking any subsequent additional information.
- 1.24 NALCO reserves its right to call for original documents submitted as part of offer for verification if so desired by NALCO and also cross-check any details as furnished by the participant from their previous clients etc. Participant shall have no objection whatsoever in this regard.
- 1.25 NALCO reserves the right to make use of available in-house data and those available in public domain for evaluation of the EOI that have been submitted against this request. NALCO also reserves the right to assess the capability of participant based on their performance on jobs completed/in progress at NALCO/NALCO/ based on in-house data and same information shall be considered for EOI evaluation purpose.
- 1.26 NALCO will examine the EOI for its completeness. **Incomplete EOIs are liable for rejection.** Canvassing in any form by the participant or by any other agency on their behalf may lead to disqualification of their EOI. Any effort by a Participant to influence the OWNER / client in their decisions, in respect of evaluation, will result in the rejection of their EOI.

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1.27 Evaluation of eligible Applicants as defined in this EOI document shall only be based on: Responsiveness of Applicant in complying with all Instructions regarding submission of Forms and information supported by Certificates /Documents in support of its credentials, as per requirements of this EOI. GENERAL INSTRUCTIONS TO PARTICIPANT FOR SUBMISSION OF THEIR EOI

2. CONFIDENTIAL AGREEMENT: Whenever desired, participant shall have to furnish secrecy agreement for non-disclosure of information that may be made available to them for the Services to NALCO. Agency shall not disclose confidential information to any third party without prior written approval of NALCO. In case of breach of secrecy by the agency, NALCO will have right to take appropriate actions as per law of the land and can claim damages from the party. Copy of the confidential agreement is enclosed at **Annexure-5**

3. CONFLICT OF INTEREST

- i. Participant or their partners /any other Employee or Associate would not be hired for any work whose interests are that in conflict with their prior or current obligation to other organization, or that may place them in a position of being unable to carry out the work assigned to them at any point of time during the currency of engagement by NALCO or above all enable them to pose a threat to NALCO’s consulting business in future. Without limitation on the generality of the foregoing, consulting organizations would not be hired, under the circumstances set forth below.
- ii. Participant that have business or family relationship with member(s) of NALCO’s employees or persons positioned in or on the Board of these organizations by whatever process would not be engaged. A declaration to this effect would be given by the organization when being engaged and if found incorrect, the participant would be debarred from any further engagement by NALCO.
- iii. NALCO requires that the participant provides professional, objectives and impartial advice and at all times hold NALCO’s interest paramount, avoid conflicts with other assignment or its own interests, and at without any consideration for future work.
- iv. A Participant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”).
- v. The participant 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 NALCO.
- vi. A Participant shall not have a conflict of interest that may affect the Selection Process for the present assignment services. Any Participant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, without prejudice to any other right or remedy, NALCO at its discretion may forfeit the EOI Security if found justifiable and participant may have to compensate NALCO the damage caused by the participant on account of lapses of time, cost and effort of NALCO including consideration of such Participant’s EOI, without prejudice to any other right or remedy that may be available to NALCO hereunder or otherwise.

SCOPE OF WORK

1. OBJECTIVE OF THE EXPRESSION OF INTREST (EOI):

a) Roles and Responsibilities of the Statutory Auditors shall be as per the provisions of the Companies Act 1956.

b) Certification of claims by Statutory Auditors

Any claim or document provided by the Mine Developer and Operator to NALCO in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business.

A. Appointment of auditors

- A.1. The Mine Developer and Operator shall appoint, and have during the subsistence of this Agreement as its Statutory Auditors, a firm chosen by it from the mutually agreed list of 5 (five) reputable firms of Chartered Accountants (the "Panel of Chartered Accountants). Such list to be prepared substantially in accordance with the Qualification criteria.
- A.2. All fees and expenses of the Statutory Auditors shall be payable by the Mine Developer and Operator.
- A.3. The Mine Developer and Operator may terminate the appointment of its Statutory Auditors after a notice of 45 (forty-five) days to NALCO, subject to the replacement of Statutory Auditors being appointed from the approved Panel of Chartered Accountants.
- A.4. Notwithstanding anything to the contrary contained in this Agreement, NALCO shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the Additional Auditors) from the panel of practicing chartered accountants to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

B. Set-off

In the event any amount is due and payable by NALCO to the Mine Developer and Operator, it may set off any sums payable to it by the Mine Developer and Operator and pay the balance remaining.

C. Inspection

Agency/ Firm authorized by NALCO shall have the right to free ingress and egress within any part of the Coal Mine at any time to inspect works or activities being undertaken or implemented by Mine Developer and Operator in order to monitor and verify compliance with the terms of this Agreement and with all Applicable Laws.

D. Dispute resolution

In the event of there being any difference between the findings of the Additional Auditors and the certification provided by the Statutory Auditors, such Auditors along with representatives of NALCO and the MDO shall meet to resolve the differences and if they are unable to resolve the same, Dispute shall be resolved by NALCO by recourse to the Dispute Resolution Procedure.

OTHER ESSENTIAL TERMS AND CONDITION FOR EOI.

1. GENERAL TERMS & CONDITIONS

- a. Based on the inputs received, the eligible participants will be called to present their case before NALCO. Time and venue shall be intimated 7 days before through e-mail only.
- b. NALCO reserves the right to terminate EOI process at any point of time without assigning reason.
- c. The eligible participant shall ensure compliance of all the Government regulations / conventions / policies / guidelines / orders etc. in force related to any or all of the above activities. Participant shall undertake to abide by the statutory requirements of the Indian Government from time to time.
- d. Eligible participants meeting the EOI requirement under the EOI process shall be shortlisted and called for discussion & presentation.
- e. Eligible participants to study carefully all documents referred to herein before accepting the same.

2. REQUEST FOR STATUS UPDATE / CONTACTING NALCO

NALCO will not accept or respond to participants requests for information on the status and progress of the EOI process. No participant shall contact NALCO on any matter relating to its EOI after last date of submission of EOI unless requested so in writing. Any effort by a participants to influence NALCO in the decision making in respect of EOI will result in the rejection of that participants.

Annexure-5A

The participant 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 years for acceptance of the offer. The participant shall give an **affidavit** to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary. Besides, participant 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 PARTICIPANT

1. The undersigned do hereby certify that all the statement made in the EOI 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 EOI.
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 NALCO 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 NALCO.
5. INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF BIDED OR ABANDONMENT OF WORK BY THE PARTICIPANT

1.	(a)	Is the participant currently involved in any litigation relating to the works.	Yes/No
	(b)	If yes,: give details:	
2.	(a)	Has the participant 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 participant 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 Participant
Date (With Seal)



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14.12.2023

EOI for

PANEL OF CHARTED ACCOUNTANTS AS ATATUTORY
AUDITORS FOR M/S UTKAL COAL MINING INDIA
PRIVATE LIMITED (M/S UCMIPL)
(SPV FORMED BY M/S MYTRI - AMR CONSORTIUM)

ANNEXURE-5B

LETTER OF AUTHORITY

[Proforma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-EOI Meetings' / 'Un-priced EOI Opening' / 'Price EOI Opening']

Ref:

Date:

National Aluminum Company Ltd;
NALCO BHAWAN, P/1, Nayapalli,
Bhubaneswar-751013

Sub:

Dear Sir,

I/We,___hereby authorize the following representative(s) for attending any Negotiations/Meetings/ Un-priced EOI Opening/Price EOI Opening for subsequent correspondence/communication against the above EOI documents:

1. Name & Designation -----

Signature -----

Phone/Cell -----

Fax -----

E-mail -----

2. Name & Designation -----

Signature -----

Phone/Cell -----

Fax -----

E-mail -----

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Yours sincerely,

[Signature of Authorized Signatory of Participant]


Place:

Name:

Date:

Designation & Seal:

Note: **This letter should be on the letter head of Participant and signed by a person competent and having Power of**

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Attorney. Not more than two (2) persons per Participant shall be permitted.

ANNEXURE -5C

DECLARATION BY THE PARTICIPANT

I _____ representing the participant, do declaration on behalf of the firm as here under:

- That I am the PROPRIATOR of the participant firm. I undertake to submit proof of ownership as and when demanded by NALCO.

OR

- That I am the authorized 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 don't have any FINANCIAL/PROFESSIONAL stake in any of the other participants participating in this tender.
- (b) That, this firm has not been blacklisted/debarred/banned in any unit of NALCO/other PSUs/ GOVTs of India/states.
- (c) That, we are not in any arbitration/ legal cases with NALCO and no cases are pending in court of law and we have never been prosecuted by any statutory authority.
- (d) That, I/we have not been convicted /or any case has been initiated against me /us by a court of law or indictment / adverse order by a regulatory authority against me/ us, or my/our company or against any sister concern or mine/ours which relates to a criminal offence.
- (e) That any change in the constitution of the firm shall be made with prior clearance from NALCO.
- (f) That, we have studied all the clauses/ sub clauses terms and conditions of the tender documents and our offer fully complies with the requirements spelt out in the tender documents.
- (g) We undertake to abide by and comply with all the safety and environmental regulations in force in NALCO 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) The appendix I & II regarding relatives working in NALCO are filled up and enclosed.
- (j) That we have quoted the rates in figures as well as words.
- (k) We undertake that we don't have any authorized structure / construction inside Nalco Nagar Township or Plant. We also undertake to remove any/ all such structures, if detected by Nalco later on in compliance of GCC terms and conditions.
- (l) We declare that all supporting documents of the offer submitted are attested by a gazette officer/ Notary public.
- (m) We agree for enlistment of our firm in the registered vendor list of NALCO, if found suitable. We undertake to submit additional documents if any as per requirement of Nalco for the same.



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

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

ANNEXURE- 5D

DECLARATION OF RELATIVE.

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

1	Shri. Shri Sridhar Patra,CMD		<u>Govt.Nominee Directors</u>
2	Shri Radhashyam Mahapatro,D(HR)	8	Shri Sanjay Lohiya, IAS
3	Shri Ramesh Chandra Joshi,D (F)	9	Dr. Veena Kumari Dermal
4	Shri Sadashiv Samantaray,D(C)		<u>Part Time Non official Directors</u>
5	Shri Pankaj Kumar Sharma, D (P)	10	Shri Ravi Nath Jha
6	Shri Jagdish Arora,D (P&T)	11	Dr. B. R. Ramakrishna
		12	Adv. George Kurian
		13	Dr. Ajay Narang
		14	Shri Y. P. Chillio
		15	Ms. (Dr.) Shatorupa
		16	Adv. Dushyant Upadhyay
		17	Shri Sanjay Ramanlal Patel

Sl. No.	Description	Write “Yes” or “No”
1.	Whether the tenderer is a relative of any of the directors of NALCO?	
2.	If the tenderer is a firm, any of NALCO Directors or any of their relatives is a partner in the tender’s firm?	
3.	If the tenderer is a Company Registered under Company’s Act 1956, whether any of NALCO’s Directors is a member of Director of the Company?	

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

Sl. No.	Name	Relationship

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

termination of the contract.

(Strike out which is not applicable)

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

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

(Please attach extra sheet, if required)

SIGNATURE OF THE TENDERER

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____



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ANNEXURE- 5E

MANDATE FORM FOR ELECTRONIC FUND TRANSFER

To

National Aluminium Company Limited,
NALCO Bhavan, P1 Nayapalli,
BHUBANESWAR
ODISSA – 751013

Dear Sir,

Subject: Authorization for release of payment due from NALCO, through Electronic Fund Transfer through Internet.

(Please fill in the information in **CAPITAL LETTERS**. Please **TICK** wherever it is applicable)

1. Name of the Party :
2. Address of the party :
.....
.....
.....
City:.....Pin Code:.....
E-mail Id:

Permanent Account Number:.....

3. Particulars of Bank:

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR No			

(9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. **Please attach copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number**)

4. Date from which the mandate should be effective:



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Account Type	Savings	Current	Cash Credit
Account Number (as appearing in the Cheque Book)			
RTGS / IFSC Code			

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Aluminium Company Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI EFT / Internet / RTGS.

Place:

Date:


Signature of the party/Authorized Signatory

 Certified that particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

(Signature of the Authorized Official from the Banks)

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ANNEXURE – 5F

UNDERTAKING ON DOWNLOADED TENDER DOCUMENTS

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

Date: _____

Signature **Authorised Person With seal**

Name of the signatory _____

Company Name _____

Postal Address _____

Email ID _____ -

Phone _____ FAX _____

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

ANNEXURE – 5G

GST DATA OF VENDOR

1. As per the GST Law, NALCO need to register 15 digit GSTIN (GST Identity number) of the registered vender to record in NALCO systems for future transactions with effect from July 1st 2017.
2. Incase, if you are a vendor with us, mention the type of registration (Registered/Non Registered/Compounding Scheme).

01	Vendor Name:	
02	Vendor Code:	
03	Vendor's: <GSTIN NO>&<Registered/Non Registered/ Compounding Scheme >:	
04	Vendor's Service Tax Registration Number:	
05	Type of Services for which ST registration availed:	
07	PAN Number:	
08	Vendor's Phone Number:	
09	Vendor's mail id:	
10	Name of the contact person of the Vendor:	

DATE:


Signature of Participant

N.B. Please upload the PAN & GST Registration Certificate.

SIGNATURE OF PARTICIPANT:

NAME OF PARTICIPANT :

COMPANY SEAL :

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ANNEXURE – 5H

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the “**Agreement**”) is effective as of 2018 (the “**Effective Date**”).

BETWEEN **National Aluminium Company Limited**, an Indian company having its registered office at Nalco Bhawan, P/1 Nayapalli, Bhubaneswar, 751 013, Odisha, India (“**NALCO**”)

AND **SUCCESSFUL PARTICIPANT & its Address**

(Collectively the “**Parties**” and a “**Party**” means any of the Parties).

WHEREAS each Party owns, controls or has in its possession, Confidential Information (as defined below) that it may disclose, transfer to or provide to the other Party, as it considers it necessary, in strict confidence and for the sole Engagement of consultant for obtaining CFE (Consent for Establish) from APPCB (Andhra Pradesh Pollution Control Board) for installation of additional facilities at Vizag Port to handle increased quantities of Alumina & Caustic Soda under Nalco’s 5th stream Alumina Refinery Expansion Project (the “**Authorized Purposes**”).

WHEREAS the Parties agree that any such disclosure of Confidential Information must be done in strict confidence and under the terms and conditions of this Agreement;


NOW IT IS AGREED by the Parties:

1. Definitions

- 1.1. “**Affiliates**” means with respect to any person, any other person, controlling or controlled by a Party directly or indirectly. "Control" exists when: (i) a Party owns or holds, beneficially or of record, more than 50% of voting securities of the other person, or (ii) has the ability to elect a majority of directors of the other person. However, Government of India having majority shares in NALCO shall be outside the meaning of affiliate in this agreement.
- 1.2. “**Confidential Information**” means: (i) confidential subject matters of Intellectual Property Rights (as defined below), (ii) commercial, scientific, technical, branding, marketing, advertising, sales, markets and other information, in any form and including inventions, technologies, formula, know-how, discoveries, works, improvements, innovations, ideas, concepts, graphs, drawings, designs, prototypes, samples, devices, processes, methods, models, data, documents, computer software and programs, web pages and other materials, confidential in nature or treated, labelled or identified as confidential by a Party, (iii) all information, data, analysis or secondary uses discovered, obtained, identified or generated in relation to or on the basis of Confidential Information or Material or any part of it and any documents referring to such information.

Exceptions to such information are information that:

- a) is already legally in the public domain, as of the Effective Date;

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- b) becomes part of the public domain after the Effective Date, otherwise than as a result of an unauthorized disclosure by the Recipient, its Representatives or Affiliates. Confidential Information is not (or does not come) in the public domain merely as it may be found separately or within a general disclosure in the public domain;
- c) is or becomes available to the Recipient from a third party lawfully empowered to disclose such information;
- d) was previously known to Recipient (or independently created by it), without access to the Confidential Information as Recipient can prove, by documented and probative evidence.

The burden of proof rests on the Recipient to show that any information is not Confidential Information under this Agreement.

1.3. **“Discloser”** means the Party disclosing any Confidential Information.

1.4. **“Intellectual Property Rights”** means statutory and other rights in respect of patents, designs, integrated circuit topographies or circuit layouts, copyrights, neighbouring or moral rights, trademarks, corporate names, trade names, trade or industrial secrets, confidential information, privacy, publicity and personality rights and all other intellectual or industrial property rights (registered or not), granted or recognized under any applicable legislation or as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation* of July 1967.

1.5. **“Material”** shall mean: (i) any sample obtained by or through a Party, its Affiliates, suppliers and/or clients, and (ii) any sample as described in 1.5(i) as processed, tested and/or analysed by the Recipient. Nothing in this Agreement changes, in any way, time or jurisdiction, the ownership of any Material.


1.6. **“Recipient”** shall mean the Party receiving the Confidential Information.

1.7. **“Representatives”** shall mean each Party’s directors, officers and employees.

2. Dealings with Confidential Information

2.1. The Recipient shall:

- a) Keep all Confidential Information, all knowledge derived therefrom, the existence, subject matter, terms and conditions of this Agreement and the nature and status of any discussions among the Parties, in strict confidence, unless required otherwise by law;
- b) Notify Discloser immediately, prior to any disclosure required by legislation, order of tribunal, administrative body or government authority, so it may seek any appropriate remedy;
- c) Not disclose, use, copy, evaluate, translate or reverse engineer any Confidential Information, in any way, other than for the Authorized Purposes, without the prior written consent of Discloser;
- d) Not provide access to, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of Discloser;

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- e) Limit access to Confidential Information only to its Representatives or Affiliates, who specifically and reasonably require the said information, on a strict need-to-know basis and only for the Authorized Purposes;
- f) Ensure that all of its Representatives and Affiliates about to receive any Confidential Information are also legally bound to keep said information confidential and use it only for the Authorized Purposes;
- g) Assume all liability for any breach of this Agreement by its Representatives and Affiliates, who receive any Confidential Information. Any subsequent disclosure or use made by a person to whom Recipient disclosed any Confidential Information is deemed to be disclosure or use by Recipient;
- h) Take reasonable steps to enforce this Agreement, at its own cost, including to diligently prosecute any breach or threatened breach by a person to whom it disclosed any Confidential Information, notifying immediately Discloser and obtaining injunctive or other preventive or accessory reliefs;
- i) Collaborate and provide all reasonable assistance to Discloser, at the Discloser’s cost, in any action which Discloser may take to protect the Confidential Information;
- j) Not use any Confidential Information, in any way, to jeopardize Discloser’s or its Affiliates’ goodwill, names, products, services, clients and businesses or compete with Discloser or any of its Affiliates;
- k) Upon expiration, cancellation or termination of this Agreement, or upon completion or revocation of the Authorized Purposes, or at Discloser’s request, cease any use and/or disclosure of all Confidential Information, and:
 - (i) return its copies, reproductions, transcriptions, summaries or translations thereof, which is in its possession or control; or
 - (j) Destroy the same if instructed to do so by Discloser.

Notwithstanding the foregoing, Recipient shall not be required to remove copies of any Confidential Information stored in any backup media or devices and shall be entitled to retain one copy of any Confidential Information for archival purposes in its confidential legal files.


- l) In either case identified in clauses 2.1(k) (i) or (ii), provide a declaration signed by the Recipient’s officer, confirming said full return or destruction, within 30 days of the expiration, cancellation or termination of this Agreement, or upon completion or revocation of the Authorized Purposes or at Discloser’s request.

3. Safety

- 3.1. Recipient acknowledges that any Material (or residual thereof) may be caustic, toxic, corrosive, explosive or may contain other substances that are hazardous, dangerous or harmful to persons, animals, property or the environment.
- 3.2. Recipient is responsible for the safe transportation, handling, processing and storage of any Material (or residual thereof) in its possession or control, in such a way as to ensure that it will not cause any harm to any person, animals, property or the environment.

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- 3.3. Recipient also expressly warrants to Discloser that given the nature, purpose and characteristics of the Material, it:
- a) is aware of all matters and state-of-the-art techniques that concern the safe transportation, handling, processing and storage of the Material (or residual thereof);
 - b) will comply with all relevant laws and regulations in relation to the safe transportation, handling and processing of any Material (or residual thereof); and
 - c) has all the facilities, permits, licences and specialized employees required for the safe transportation, handling, processing and storage of the Material (or residual thereof).
4. Damages Insufficient:
- 4.1 Any violation by Recipient, its Representatives or Affiliates, of this Agreement or any obligations pertaining to the Confidential Information or Intellectual Property Rights with respect to this Agreement may cause an irreparable prejudice to Discloser, which may not be fully compensated with damages (including after cancellation, annulment or expiration of this Agreement).
- 4.2 In the case of a violation identified in clause 4.1, Discloser will have the right to get an injunction from the competent tribunals, such as an injunction enjoining the immediate cease of the violation, without prejudice to its other rights and without the necessity of posting any security for legal costs.
5. Representations, Warranties & Indemnities
- 5.1. Disclosure of Confidential Information is made without any express or implied representation or warranty as to the accuracy, validity or completeness thereof. Discloser expressly disclaims any liability relating to said information, errors, invalidities or omissions thereof and therefrom.
- 5.2. Recipient shall indemnify Discloser, its relevant Representatives and Affiliates and keep them indemnified, from and against:
- a) all losses, damages and costs that they may suffer or incur arising out of or in any way related to a breach of this Agreement;
 - b) and any personal injury, property damage or pollution or any other environmental impacts, constraints or consequences caused or sustained as the result of Recipient's handling, storing, transporting or disposing of any Material.
- 5.3. Discloser, its Representatives and Affiliates, shall have no liability to the Recipients or any of its Representatives and Affiliates resulting from any use of Confidential Information.
- 5.4. If the Parties further sign other agreements regarding the Authorized Purposes, such decision will be based solely on such written agreements. Nothing in this Agreement shall impose any obligation on a Party to sign any further agreements in relation to the Authorized Purposes.

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- 5.5. The Recipient represents that any Confidential Information it has received from Discloser prior to the Effective Date has not been disclosed to a third party and that such Confidential Information has been kept strictly confidential in the manner described above in clause 2.
- 5.6. The Government of India / any department of Government of India shall be outside the purview of this confidential agreement.
6. Term & Termination of the Agreement
- 6.1 Subject to clauses 6.2 and 6.3 below, this Agreement starts on the Effective Date and remains in force for one (1) year unless:
- a) Terminated earlier in accordance with this Agreement; or
 - b) A further period is granted by Discloser to the Recipient in connection with the Authorized Purposes.
- 6.2 Obligations of confidentiality and limited use and disclosure under this Agreement shall remain in force for ten (10) years from the Effective Date.
- 6.3 Discloser may, at any time, without cause or prejudice to its rights, terminate this Agreement, upon 5 days written notice to Recipient. Upon receipt of such notice, Recipient shall cease all use and disclosure of all Confidential Information and return or destroy it in accordance with this Agreement.
7. General Provisions
- 7.1 Nothing in this Agreement shall make either Party the partner or Representative of the other, nor create any fiduciary relationship.
- 7.2 All Confidential Information shall remain the exclusive property of Discloser, in its own right or on behalf of any of its Affiliates. Nothing in this Agreement shall grant any ownership right, licence or privilege in the Confidential Information to the Recipient.
- 7.3 A Party's delay or failure to exercise a right, power or privilege under this Agreement shall not operate as a waiver or preclude any future exercise thereof.
- 7.4 A Party may not assign, transfer or novate its rights or this Agreement, without the prior written consent of the other Party. However, a Party may assign, transfer or novate its rights or this Agreement to an Affiliate.
- 7.5 All notices under this Agreement shall be in writing, in English and hand delivered or sent by prepaid post addressed to the Legal Counsel of the relevant Party at its address shown on the first page of this Agreement or as otherwise later agreed in writing by the Parties.
- 7.6 The terms and conditions of this Agreement (including its preamble) form the entire agreement between the Parties on the subject matter hereof. This Agreement cancels and replaces any prior and contemporaneous agreements, declarations, representations, warranties and discussions, in any form, between the Parties on the same.
- 7.7 No modification of this Agreement shall be binding upon the Parties, unless made in writing and duly executed by same.



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- 7.8 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of it shall remain in full force and effect.
- 7.9 This Agreement shall be governed and construed in accordance with the laws of India and the Parties consent to the exclusive jurisdiction of the courts in Bhubaneswar, Odisha, for any dispute arising out of this Agreement.

AGREED TO AND SIGNED as of the Effective Date.

National Aluminium Company Limited

Signature: _____

Name _____

Designation _____

SUCCESSFUL PARTICIPANT

Signature _____

Name _____

Designation _____