

REQUEST FOR QUOTATION

FOR

ENGAGEMENT OF CONSULTANT FOR “FEASIBILITY STUDY ON COMPLETE ASH & SLAG DISPOSAL SYSTEM INCLUDING ROUTE SURVEY AND MARKET STUDY FOR ASH & SLAG UTILIZATION” FOR COAL BASED AMMONIA UREA PROJECT OF TFL AT TALCHER ANGUL DISTRICT, ODISHA.

FOR

TALCHER FERTILIZERS LTD.

(NIT No: PNMM/PC-183/E-4007/NCB DATED 06.04.2021)



TALCHERFERTILIZERSLIMITED

[A JOINT VENTURE OF M/s GAIL (INDIA) LIMITED (GAIL), M/s RASHTRIYA CHEMICALS & FERTILIZERS LTD. (RCF), M/s COAL INDIA LTD. (CIL), & M/s FERTILIZER CORPORATION OF INDIA LTD (FCIL)]

ISSUED BY



**PROJECTS & DEVELOPMENT INDIA LTD.
(A Govt. Of India Enterprise)
PDIL BHAWAN, A-14, Sector-1,**

06.04.2021

SECTION-I

"INVITATION FOR BID (IFB)"

(On Open domestic competitive basis)

Ref. No. : PNMM/PC-183/E-4007/NCB

Date: 06.04.2021

To,

PROSPECTIVE BIDDERS

SUB: Tender document for Engagement of Consultant for "Feasibility Study on complete Ash & Slag Disposal System including route survey and market study for ash & slag utilization" for Coal Based Ammonia Urea project of TFL at Talcher Angul District, Odisha.

Dear Sir/Madam,

- 1.0 GAIL (India) Limited (GAIL), Rashtriya Chemicals & Fertilizers Limited (RCF), Coal India Limited (CIL) and Fertilizer Corporation of India Limited (FCIL) have formed a Joint Venture company in the name of Talcher Fertilizers Limited (TFL) hereinafter also referred to as "Owner", intends to *Engage a Consultant for "Feasibility study on complete Ash & Slag Disposal System including Route Survey and Market Study for Ash & Slag utilization"* for Coal based Ammonia Urea Project of TFL at Talcher Angul district, Odisha, India.
- 1.2 GAIL (India) Limited is a Public Sector Unit under the Ministry of Petroleum & Natural Gas and Rashtriya Chemicals & Fertilizers Limited (RCF) & Fertilizer Corporation of India Limited (FCIL) are two Public Sector Units under the Ministry of Chemicals & Fertilizers and Coal India Limited (CIL) is a Public Sector Unit under the Ministry of Coal, Govt. of India.
- 1.3 Projects and Development India Limited (PDIL), hereinafter referred to as CONSULTANT on behalf of M/s Talcher Fertilizers Ltd. (TFL), hereinafter referred as OWNER, has the pleasure of inviting bids from eligible domestic bidders to submit Bid ONLINE through Central Public Procurement (CPP) Portal under Single Stage Two Bid System, for the subject works.
- 2.0 The brief details of the tender are as under:

(A)	NAME OF JOB/ BRIEF SCOPE OF WORK	Engagement of Consultant for "Feasibility Study on complete Ash & Slag Disposal System including route survey and market study for ash & slag utilization" for Coal Based Ammonia Urea project of TFL at Talcher Angul District, Odisha.
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(B)	TENDER NO. & DATE	PNMM/PC-183/E-4007/NCB DATED 06.04.2021				
(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td>SINGLE BID SYSTEM</td> <td></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td>√</td> </tr> </table>	SINGLE BID SYSTEM		TWO BID SYSTEM	√
SINGLE BID SYSTEM						
TWO BID SYSTEM	√					
(D)	TYPE OF TENDER	<table border="1"> <tr> <td>E-TENDER</td> <td>√</td> </tr> <tr> <td>MANUAL TENDER</td> <td></td> </tr> </table>	E-TENDER	√	MANUAL TENDER	
E-TENDER	√					
MANUAL TENDER						
(E)	COMPLETION/CONTRACT PERIOD	Please Refer Clause 10.0 of General Conditions of Contract .				
(F)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	I. GAIL (www.gailtenders.in) II. RCF Ltd. (www.rcfltd.com) III. CIL (www.coalindia.in) IV. CPP Portal (https://eprocure.gov.in/eprocure/app) V. TFL (http://tflonline.co.in)				
(G)	BID EVALUATION CRITERIA (BEC)	<table border="1"> <tr> <td>APPLICABLE</td> <td>√</td> </tr> <tr> <td>NOT APPLICABLE</td> <td></td> </tr> </table>	APPLICABLE	√	NOT APPLICABLE	
APPLICABLE	√					
NOT APPLICABLE						
(H)	LAST DATE OF RECEIPT OF BIDDER'S PRE-BID QUERIES	12.04.2021				
(I)	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 13.04.2021 Time : 11:00 hrs.(IST) Venue :(Through Video Conferencing)				
(J)	BID SUBMISSION START DATE	Date : 17.04.2021 Time : 15:00 Hrs				
(K)	DUE DATE & TIME OF BID-SUBMISSION	Date : 27.04.2021 Time : 15:00 Hrs				
(L)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 28.04.2021 Time : 15:00 Hrs				
(M)	Address for Communication:					
(i)	PDIL	M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India) Kind Attention: Mr. P.R. Sahu, Addl. General Manager (M.M)				

		<p>Fax no. : +91-120-2529801 Tel no. : +91-120-2544063</p> <p>E-mail : prsahu@pdilin.com anjali@pdilin.com tanzin@pdilin.com</p>
(ii)	TFL	<p>M/s Talcher Fertilizers Ltd. (TFL), C/O GAIL Training Institute, PARC Building, Plot No. 24, Sector-16A, Film City, Noida District – G.B. Nagar, U.P. - 201301</p> <p>Kind Attention :Mr. Girindra Mohan (DGM- Projects)</p> <p>Tel No. : +91-8811079351 E-mail : g.mohan@gail.co.in</p>
(N)	Original Documents to be submitted at	<p>Projects & Development India Limited, (Materials Management Department) P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)</p> <p>Kind Attention: Mr. P.R. Sahu, Addl. General Manager (M.M)</p> <p>Fax no. : +91-120-2529801 Tel no. : +91-120-2544063. E-mail : prsahu@pdilin.com</p>
(O)	Contact Person for Site visit	<p>M/s Talcher Fertilizers Ltd. (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode-759106, Odisha</p> <p>Kind Attention: Mr. Panchanan Halder, General Manager (PE)</p> <p>Tel No. : +91-9999692275 E-mail : phaldar@gail.co.in</p>

In case of the days specified above happens to be a holiday in TFL/PDIL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 10 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 Being an e-tendering process, the following documents in addition to uploading its scanned copy(ies) in the bid on CPP e-Portal shall also be submitted in Original (in

physical form) within 7 (seven) days from the bid due date to the address mentioned in Bid Data Sheet(BDS):-

- Power of Attorney

- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Bid(s) received from bidders to whom tender information has been issued as well as bid(s) received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB.

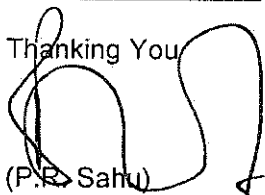
Any bidder, who meets the tender requirements including Bid Evaluation Criteria (BEC), if applicable and wishes to quote against this Tender Document, may download the complete Tender Document alongwith its amendment(s)/clarification(s) if any from websites as mentioned at 2.0 (F) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

In case of e-tendering, bids must be submitted on CPP e-Procurement Portal (e-Portal)- <https://eprocure.gov.in/eprocure/apponly>.

- 7.0 The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-4 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 TFL/PDIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

Thanking You



(P.R. Sahu)
Addl. General Manager (M.M)
Projects & Development India Limited
Tel No. : +91-120-2544063
E-mail : prsahu@pdilin.com

DO NOT OPEN - THIS IS A QUOTATION
PHYSICAL DOCUMENTS (POWER of ATTORNEY)

Bid Document No. :

Description : **Engagement of Consultant for “Feasibility Study on complete Ash & Slag Disposal System including route survey and market study for ash & slag utilization” for Coal Based Ammonia Urea project of TFL at Talcher Angul District, Odisha.**

Due Date& Time :

From:	To: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India) Kind Attention: Mr. P.R.Sahu, Addl. General Manager (M.M)
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(To be pasted on the envelope containing Physical documents i.e. Power of Attorney)



SECTION-II

BID EVALUATION CRITERIA & EVALUATION METHODOLOGY

SECTION-II

1.0 Bid Evaluation Criteria (BEC):

Bids are hereby invited from competent Domestic Bidders meeting the technical and financial criteria of respective BEC stated hereunder.

Evaluation of Techno-Commercial offers shall be carried out for only those Bidders who shall meet the BEC.

1.1 Technical Criteria:

- a) The bidder must have completed one "Similar Service" having completed value not less than INR 38.35 Lakhs (including all applicable taxes & duties), under a single contract during the last Five (5) years reckoned from the bid opening date.

OR

- b) The bidder must have completed one "Similar Service" for a minimum length of 6 Kms under a single contract during the last Five (5) years reckoned from the bid opening date.

OR

- c) The bidder must have completed one "Similar Service" for a minimum design capacity of 56 TPH under a single contract during the last Five (5) years reckoned from the bid opening date.

"Similar Service" shall mean the following:

Consulting Services/ Study & Preparation of Feasibility Report (TEFR/DPR/DFR) which should inter alia include slurry transport through pipeline either in dense phase or lean phase of Ash/ Slag/ Iron Ore.

In case bidder has completed composite works / services which includes any of the qualifying service(s) stated above, then completed value of such qualifying service out of the total value of composite works / services shall be considered for the purpose of qualification.

Notes for 1.1 above:

- (i) A Job executed by a bidder for its own in-house purpose/ sister concern/ subsidiary cannot be considered as experience for the purpose of meeting BEC.

- (ii) The Bidder must submit the Completion Certificate/Acceptance Certificate issued by end user/ owner only after completion of service in all aspects.
- (iii) Only documents (Work order, completion certificate, execution certificate etc.) which have been referred /specified in the bid shall be considered in reply to the queries during evaluation of bids.
- (iv) In case more than one contract/ order/ agreement/ DLOA are emanating against same tender, these contracts are to be considered as single contract for evaluation of credentials of a bidder for meeting their experience criteria.
- (v) Experience of bidder acquired as a sub-contractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.

1.2 Financial Criteria:

The Annual Turnover in any one of the last three (03) preceding financial years of the bidder should be at least **INR 38.35 Lakh**.

Note:

Annual Turnover: In case the due date for submission of bid is up to 30th September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the bidder has an option to submit the audited financial results of the 3 years immediately prior to that. Wherever the due date for submission of bid is after 30th Sept. of the relevant financial year, bidder must submit the audited financial results for the immediate 3 preceding financial years. However, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years, the same shall suffice.

1.3 General Notes (for both Technical BEC and Financial BEC)

Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in a currency other than INR, shall be as follows:

- (a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order / contract submitted by bidder.
- (b) **BEC (Financial)**

For Annual Turnover: The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.

- (c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as:

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

1.4 BEC for STARTUPS

The BEC as stipulated above shall also be applicable for start-ups.

2.0 Documents to be submitted for Compliance to BEC:

2.1 Technical Criteria:

- a) To meet the criteria for Sl. No. 1.1 above, Bidder must submit Copy of Detailed Letter of Acceptance (DLOA)/ Work Order/ relevant extract of work Order/ Contract Agreement along with detailed scope of work.
- b) The Detailed Letter of Acceptance (DLOA) / Work Order / Contract Agreement must clearly indicate nature of Work, period and contract value. Similarly, the Completion Certificate must clearly indicate reference of relevant work order/DLOA/Contract Agreement, Name of Work, Contract Value, Completed order value and date of completion

2.2 Financial Criteria:

- a) To meet the criteria for Sl. No. 1.2 above, Bidder shall submit the Audited Financial Statements of the company for any one of the preceding three (03) financial years, whichever meets the annual turnover criteria.

For 2.2 above, the “Notes for Sl. No. 1.2” under Financial Criteria of BEC shall apply.

- 2.3** Bidder shall submit Checklist as per prescribed format in respect of documents to be submitted by bidder towards BEC.

3.0 Authentication of documents submitted against BEC:

i. Technical BEC

All documents in support of Sl. No. 2.1 of Technical Criteria of BEC to be furnished by the Bidder, shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

ii. Financial BEC

For authentication of document submitted in support of Financial Criteria of BEC, copy of audited annual financial statements submitted with bid shall be duly certified/ attested by Notary Public with legible stamp.

Further, bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a Chartered Accountant/ Certified Public Accountant (CPA).

4.0 Evaluation Methodology:

- a) The said job involves basic design/ feasibility studies and is purely of Consultancy nature, involving no site procurement/ execution; hence the bidder shall be required to quote his/ her consultancy charges on "LUMPSUM" basis only.
- b) The financial comparison for selection of Lowest (L1) Bidder shall be arrived at "Total Quoted Lumpsum Price including GST" as indicated by the bidder in the format of "SCHEDULE OF RATES".

Note: The service(s) are not splittable and therefore the order will be placed on overall lowest evaluated cost basis. In case of a tie at the lowest bid (L1) position between two or more bidders, the Order/ DLOA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

SECTION-III

INSTRUCTION TO BIDDERS

(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

INSTRUCTION TO BIDDERS

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INSTRUCTIONS TO BIDDERS [ITB]
(TO BE READ IN CONJUNCTION WITH BIDDING DATA SHEET (BDS))

[A] – GENERAL

1. SCOPE OF BID

- 1.1 The Employer/Client as defined in the "Bidding Data Sheet [BDS]", wishes to receive Bids as described in the Tender Document/Tender document issued by Employer. Employer/Owner/Client occurring herein under shall be considered synonymous.
- 1.2 Scope of Bid: The Scope of Work/ Terms of Reference shall be as defined in the Tender Documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender' 'Proposal' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. ELIGIBLE BIDDERS

- 2.1 Provision for procurement from a bidder which shares a land border with India has been attached as **Annexure-VI** herewith.
- 2.2 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 35" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.3 The Bidder is not put on 'Holiday' by TFL or Public Sector Project Management Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of TFL or any of the JV partner of OWNER viz. GAIL, RCF, CIL, FCIL or the Ministry of Chemicals & Fertilizers

If the Tender Documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award. Further, the Bidder should not be under any liquidation, court receivership or similar proceedings on due date of submission of bid.

In case of change in status of above declaration prior to award of contract and during execution, it shall be bidder's sole responsibility to inform the same to TFL on immediate basis. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 35 of ITB.

- 2.4 The Bidder should not be under any liquidation court receivership or similar proceedings on due date of submission of bid. In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to TFL by the bidder.

It shall be the sole responsibility of the bidder to inform TFL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.35 of ITB.

2.5 It is Bidder's responsibility to meet the Bid Evaluation Criteria (BEC),and also to furnish all necessary supporting documentary evidence in support of the tender requirement.

2.6 Power of Attorney:

Power of Attorney to be issued by the bidder in favour of the authorised employee(s),in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder. Any consequence resulting due to such signing shall be binding on the Bidder.

(I) In case of a single Bidder, the power of Attorney shall be issued as per the constitution of the bidder as below:

- a) **In case of Proprietorship:** By Proprietor
- b) **In case of Partnership:** by all Partners or Managing Partner.
- c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.
- d) **In case of Public /Limited Company:** POA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

The Power of Attorney should be valid till award of contract/order to successful bidder.

3. **ONE BID PER BIDDER**

3.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

3.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

Failure to comply this clause during tendering process will disqualify all such bidders from process of evaluation of bids.

3.3 Alternative Bids shall not be considered.

3.4 The provisions mentioned at sl. no. 3.1 and 3.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups/ SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups/ SOR items basis.

(Note: BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- NOT APPLICABLE)

4. **COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid. TFL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

5. **SITE VISIT**

- 5.1 The Bidder is advised to visit and examine the site of job and its surroundings, obtain all information that may be necessary for preparing the Bid and entering into a Contract, on its own costs.
- 5.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.
- 5.3 The Bidder shall not be entitled to hold any claim against TFL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – TENDER DOCUMENTS

6. **CONTENTS OF TENDER DOCUMENTS**

- 6.1 The contents of Bidding Documents / Tender Documents are those stated below and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-8":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria[BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB] with Annexures & Formats
- Section-IV : General Conditions of Contract [GCC]**
- Section-V : Special Conditions of Contract-[SCC]
- Section-VI : Terms of Reference / Scope of Work
- Section-VII : Schedule of Rates

*Request for Quotation', wherever applicable, shall also form part of the Bidding Document.

- 6.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

7. CLARIFICATION OF TENDER DOCUMENTS

- 7.1 In case of any clarification(s) on the Tender Documents, the prospective Bidder should furnish relevant format duly filled properly and mentioning the query(ies) to Authorized Signatory in writing or by fax or email no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid (in case of No pre-bid meeting). TFL reserves the right to ignore the bidders clarification if received after the aforesaid period. TFL may respond in writing to the request for relevant clarification(s). TFL's response to such query, but without identifying the source of the query will be uploaded on TFL's tendering web site /portal and also shall be communicated to prospective bidders by e-mail/ fax.
- 7.2 Any clarification not received by the Employer within time period, is liable to be considered as "no clarification / information required".

8. AMENDMENT OF TENDER DOCUMENTS

- 8.1 At any time prior to the 'Bid Due Date', Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by addenda/ corrigendum.
- 8.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites where Tender Document was uploaded. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 8.3 If consider necessary, TFL may extend the date of submissions of Bid in case any amendment is issued.

[C] – PREPARATION OF BIDS

9. LANGUAGE OF BID:

All the contents of the bid as prepared by the Bidder and all correspondence(s) shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in in a language other than English, the same should be accompanied by an English translation as per instructions mentioned in Section-II. Metric measurement system shall be applied.

10. DOCUMENTS COMPRISING THE BID

10.1 Deleted

10.2 Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III and the ready reckoner for bidders available in <https://eprocure.gov.in/eprocure/app>. Bids submitted manually shall be rejected, the bids must be submitted on E-tendering website of CPP portal (<https://eprocure.gov.in/eprocure/app>) comprising following documents :-

10.2.1 **PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.

- (c) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-2'
- (e) Relevant 'Agreed Terms and Conditions', as per 'Form F-3'
- (f) 'Acknowledgement cum Consent Letter', as per 'Form F-4'
- (g) Checklist for Bid Evaluation Criteria (BEC) qualifying documents for bidder as per 'Form F-13'
- (h) Duly attested documents in accordance with the "Bid Evaluation Criteria [BEC]" establishing the qualification.
- (i) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.5 of ITB
- (j) Declaration by bidder towards Minimum Local Content as per 'Form-I of Annexure-V'
- (k) Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form 1 and Form-2 attached with Annexure VI.
- (l) All forms and Formats including Annexures
- (m) Deleted.
- (n) Tender Document along with all Amendments/Corrigendum/Addendum, if any duly signed/ digitally signed by the Authorized Signatory.
- (o) Additional document specified in Bidding Data Sheet (BDS).
- (p) Any other information/details required as per Tender Document

Further, Bidders must submit the original " Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document (as per clause no.4.0 of IFB, Section-I) to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

10.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the Tender Documents and provision mentioned below and to uploaded in SOR attachment/Conditions of E-tendering portal.

- i. The Prices are to be submitted strictly as per the Schedule of Rate of the Tender Documents. TFL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii. Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
- iii. If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv. In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the

bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.

- v. In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

11.0 **SCHEDULE OF RATES / BID PRICES**

- 11.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole Scope of Work as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**.
- 11.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 11.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender Document, the prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 11.4 All duties, taxes and other levies [if any] payable by the Consultant under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in SOR.
- 11.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 11.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 28 of ITB.
- 11.7 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in Agreed Terms & Conditions.

12 **GST (CGST & SGST/ UTGST or IGST)**

- 12.1 Bidders are required to mention the GST Registration number in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable
- 12.2 Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue tax Invoice/ Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

Payments to Service Provider for claiming **GST (CGST & SGST/UTGST or IGST)** amount will be made provided the above formalities are fulfilled. Further, TFL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 12.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of TFL that the Supplier of Goods / Services (Service Provider) has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from TFL to the government exchequer, then, that Contractor shall be put under Holiday list of TFL for a period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.
- 12.4 For statutory variation in GST (CGST & SGST/UTGST or IGST), please refer clause no. 8.0 of GCC (Section IV of NIT)
- 12.5 TFL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of Tax Invoices as per format specified in rules/ regulation of GST, subject to any statutory variations, except variations arising due to change in turnover.
- 12.6 TFL will prefer to deal with registered contractors under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (**CGST & SGST/UTGST or IGST**) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue).

- 12.7 In case TFL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where TFL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and TFL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to TFL or ITC with respect to such payments is not available to TFL for any reason which is not attributable to TFL, then TFL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by TFL to Contractor.

12.8 RECONCILIATION BETWEEN GSTR 2A AND INPUT TAX CREDIT

Supplier shall ensure timely submission of correct e-Invoice(s)/invoice(s), as per GST rules/ regulation, with all required supporting document(s) within a period specified in Contract to enable TFL to avail input credit of GST (CGST & SGST/UTGST or IGST). Further, returns and details required to be filled under GST laws & rules should be timely filed by Bidder with requisite details.

If input Tax credit is not available to TFL for any reason not attributable to TFL, then

TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/IGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff/ recover such GST amount (CGST & SGST/IGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by TFL in future to the Bidder under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority/ any equivalent government agency brings to the notice of TFL that the Bidder has not remitted the amount towards GST (CGST & SGST/IGST or IGST) collected from TFL to the government exchequer, then, that Bidder shall be put under Holiday list of OWNER for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Bidders. This action will be in addition to the right of recovery of financial implication arising on TFL.

- 12.9 The amount of statutory levies like, CGST, SGST & IGST will be released when the same will appear in the GSTR-2A of OWNER, in the common portal of GST and Bidder has filed the valid return in accordance with the provisions of the GST act and the rules made thereunder. If, input tax credit is not available to OWNER for any reason attributable to the bidder, then OWNER shall not be obligatory or liable to pay or reimburse GST claimed in invoice and shall be entitled to deduct /setoff/ recover such GST together with all the penalty and interest if any, against any amount paid or payable to bidder. Further in this case, OWNER reserves the right to upload the name of such defaulter on the Company website and may also consider for putting under Holiday list of OWNER for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ Contractors/ Bidders.

12.10 **Anti-profiteering clause**

As per Clause 171 of GST Act it is mandatory to pass on the benefit due to reduction in rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices. The Contractor may note the above and quote their prices accordingly.

- 12.11 In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by TFL. Further, in case rating of bidder is negative / black listed after award of work, then TFL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by TFL.
- 12.12 The Contractor shall mention the particulars of Talcher Fertilizers Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of Talcher Fertilizers Limited are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.
- 12.13 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters zero GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids. In case GST column

is left blank in the SOR, the quoted prices shall be considered as “Inclusive of GST” and evaluation shall be done accordingly.

In cases where the successful bidder quotes a wrong GST rate, for releasing the order, the following methodology will be followed:

- In case the actual GST rate applicable is lower than the quoted GST rate, the actual GST rate will be added to the quoted basic prices. The final cash outflow will be based on actual GST rate.
- In case the actual GST rate applicable is more than the quoted GST rate, the basic prices quoted will be reduced proportionately, keeping the final cash outflow the same as the overall quoted amount.

Based on the Total Cash Outflow calculated as above, TFL shall place orders.

12.14 The CONTRACTOR confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its SCHEDULE OF RATES. In case, CONTRACTOR has not included any such taxes, duties, levies etc., at all and/or at prevailing rates and CONTRACTOR has to pay such taxes, duties, levies etc., OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to CONTRACTOR.

12.15 Wherever TDS under GST Laws has been deducted from the Tax invoices raised / payments made to the vendors, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services>User Services> View/Download Certificates option).

12.16 **Provision w.r.t. E- Invoicing requirement as per GST laws:** Contractor(s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by TFL as no ITC is allowed on such invoices.

Therefore, all the payments to such contractor who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Contractor with requisite details.

If input tax credit is not available to TFL for any reason attributable to contractor (both for E-invoicing cases and non-E-invoicing cases), then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the contractor under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by

Contractor as per format enclosed at Form F-30 along with documents for release of payment.

- 13.17 **Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act (Applicable only in case of procurement of Goods):** As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined (Presently 0.1 per cent) of the sale consideration exceeding fifty lakh rupees (or limit as specified in the Act) and deposit the same with Government on receipt/collection of consideration from TFL.

TFL will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by seller to TFL.

13 BID CURRENCIES:

The prices are to be quoted in Indian Rupees only.

14 BID VALIDITY

- 14.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by TFL as 'non-responsive'.
- 14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

15 PRE-BID MEETING (IF APPLICABLE)

- 15.1 The Bidder(s) or his designated representatives are invited to attend a "Pre-Bid Meeting" which will be held through video conferencing only. The bidder shall send the list of representatives (not more than two) with their email IDs (on which meeting link will be sent) who wishes to attend the Pre Bid meeting to PDIL, at least two days before the scheduled Pre-bid meeting.

- 15.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 15.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tendering website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-6.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-8", and not through the minutes of the Pre-Bid Meeting.
- 15.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

16 FORMAT AND SIGNING OF BID

- 16.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 16.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 16.3 Digitally signed documents to be uploaded as detailed in addendum to ITB.

17 ZERO DEVIATION AND REJECTION CRITERIA

- 17.1 ZERO DEVIATION: Deviation to terms and conditions of "Tender Documents" may lead to rejection of bid. TFL will accept bids based on terms & conditions of "Tender Documents" only. Bidder may note TFL will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 27 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. TFL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence. TFL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer will be liable for rejection. If a bidder does not reply to the queries in the permitted time frame then its bid shall be evaluated based on the documents available in the bid.
- 17.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:
- (a) Bidder not meeting Bid Evaluation Criteria as per Tender Document.
 - (b) Firm Price

- (c) Scope of Work / Terms of Reference
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule for delay in completion(if applicable)
- (h) Guarantee / Defect Liability Period (if applicable)
- (i) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (j) Force Majeure & Applicable Laws
- (k) Undertaking forms, Form I & II of Annexure VI for provision for procurement from a bidder which shares a land border with India
- (l) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

18 E-PAYMENT

OWNER has initiated payments to Suppliers and Contractors electronically, and to facilitate the payments electronically through '**e-banking**'. The successful bidder should give the details of his bank account as per the bank mandate form.

[D] – SUBMISSION OF BIDS

19 SUBMISSION, SEALING AND MARKING OF BIDS

- 19.1 bids shall be submitted through e-tender mode on CPP portal (<https://eprocure.gov.in/eprocure/app>) in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 19.3 All the bids shall be addressed to the owner at address specified in IFB.
- 19.4 Bids submitted under the name of AGENT/CONSULTANT/REPRESENTATIVE/RETAINER/ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted. Direct bid from Bidder shall be considered.

20 DEADLINE FOR SUBMISSION OF BIDS

- 20.1 The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.
- 20.2 Deleted
- 20.3 OWNER may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8 of ITB refers). In which case all rights and obligations of OWNER and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on website as mentioned in Clause No. 2.0(F) of IFB / communicated to the bidders.

21 LATE BIDS

- 21.1 Deleted.
- 21.2 CPP Portal (eprocure.gov.in) shall close immediately of after the due date for submission of bid and no bids can be submitted thereafter. Fax/E-mail offers or

offers submitted in physical/hard copy whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

- 21.3 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

22 MODIFICATION AND WITHDRAWAL OF BIDS

- 22.1 The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- 22.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 22.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in rejection of Bid.
- 22.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.
- 22.5 In case after price bid opening the lowest evaluated bidder (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

23 EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

TFL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for TFL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which TFL shall respond quickly.

[E] – BID OPENING AND EVALUATION

24 BID OPENING

24.1 Unpriced Bid (Technical Proposal) Opening:

Due to COVID-19 situation, TFL/ PDIL will not be able to open Unpriced bid in the presence of bidders' designated representatives. However, bidders can log onto CPP portal at the designated date & time to view the status of bids received.

24.2 Priced Bid (Financial Proposal) Opening:

24.2.1 TFL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Due to COVID-19 situation, TFL/ PDIL will not be able to open priced bids in the presence of bidders' designated representatives. However, bidders can log onto CPP portal at the designated date & time to view the status of price bids.

24.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened. The Price bids for acceptable bidder shall be opened by PMC/ OWNER.

24.3 Negotiations & Availability of Professional staff/experts

The successful bidder shall be invited for negotiations if considered necessary by TFL. Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. TFL and Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics and reporting. These documents will then be incorporated in the Contract as "Description of Services". Having selected the Consultant on the basis of tender requirement, an evaluation of proposed Professional staff, TFL expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before Contract negotiations, TFL will require assurances that the Professional staff will be actually available. TFL will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

During execution of the assignment, if for unavoidable reasons, the Consultant proposes for substitution of key personnel, the same may be allowed by TFL, without any prejudice to the completion period. However, in such a situation also, the key staff proposed for substitution shall have qualifications and experience equal to or better than the key staff earlier working for the assignment.

24.4 Conclusion of the negotiations

Negotiations will conclude with a review of the draft Contract. To complete negotiations TFL and the Consultant will initial the agreed Contract.

After completing negotiations, TFL shall award the Contract to the selected Consultant.

If the negotiations with the selected successful bidder fail, the employer/owner/TFL shall cancel the bidding process and re-invite the bids.

25 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process.

26 CONTACTING THE EMPLOYER

- 26.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.
- 26.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

27 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 27.1 The Owner's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Tender Documents (if applicable);
 - (b) Has been properly signed;
 - (c) Is substantially responsive to the requirements of the Tender Documents; and
 - (d) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-27.2"
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 27.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 27.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

27.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

28 **Deleted**

29 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

Not Applicable. All bids submitted must be in the currency specified at clause 13 of ITB.

30 **EVALUATION AND COMPARISON OF BIDS**

In case a bidder is eligible to seek benefit under Purchase Preference under Public Procurement Policy for MSEs (Micro Small Enterprises) Order 2012 [MSE Policy] as well as Purchase Preference under Public Procurement (Preference to Make in India) [PP-LC], then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in the prescribed format (Form F-9). The option once exercised cannot be modified subsequently.

Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.

In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing EMD shall continue to be available to MSE Bidders.

While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or MSE Policy) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- (a) *Purchase Preference under Public Procurement Policy for MSEs (Micro Small Enterprises) Order 2012*
- (b) *Purchase Preference under Public Procurement (Preference to Make in India)*

Example:

(I) **Non divisible item**

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 20%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L-1 price. If bidder matches the L-1 price, order shall be placed on him, otherwise, option for matching the L-1 price shall be given to L-2 bidder (PP-LC).

(II) **Divisible item-Case 1(Not Applicable for this Tender)**

L-1 bidder is non MSE, non PP-LC bidder

L-2 bidder is PP-LC (within 20%)
L-3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L-1 price. If bidder matches the L-1 price, order shall be placed on him for the quantity specified in the bidding document (i.e. 25% of the tendered quantity). For 50% of tendered quantity option for matching the L-1 price shall be given to L-2 bidder (PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L-1 bidder.

(III) Divisible item-Case 2 (Not Applicable for this Tender)

L-1 bidder is non MSE, non PP-LC bidder
L-2 bidder is PP-LC (within 20%)
L-3 bidder is MSE bidder (within 15%)
L-4 bidder is MSE bidder (within 15%)

MSE bidders shall be given preference to match the L-1 price. If bidder's matches the L-1 price, order shall be placed on him for the 12.5% of the tendered quantity. In case L-3 or L-4 bidder refuses, the order shall be placed on remaining bidder who matches the L1 prices for 25% of the quantity. For, 50% of tendered quantity option for matching the L-1 price shall be given to L-2 bidder (PP-LC). Balance quantity (i.e. 25% of the tendered quantity) shall be awarded to original L1 bidder.

- (IV) In case L1 bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to PP-LC bidders.
- (V) In case L1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

31 PURCHASE PREFERENCE (Indian bidders only)

Purchase Preference to Local Content (PP-LC) bidders and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue.

[F] – AWARD OF CONTRACT

32 AWARD

Subject to "ITB: Clause-27", TFL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Lowest (L1) evaluated bidder provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

“TFL intent to place the order/contract directly on the address from where Services are rendered. In case, bidder wants order/ contract at some other address or Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed”.

33 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 33.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by TFL either by Fax / E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on TFL and successful Bidder (i.e. Consultant). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. TFL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 33.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-34".
- 33.3 Order value is subject to Price Reduction Schedule, if any, as per SCC.

34 SIGNING OF AGREEMENT

- 34.1 TFL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to TFL.
- 34.2 The successful Bidder/ shall be required to execute an 'Agreement' in the proforma given in this Tender Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/consultant] and of 'state' specified in Bidding Data Sheet (BDS)only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]".
- 34.3 Domestic bidders can request Bilingual (Hindi & English) Contract Agreement. The format for signing Contract Agreement in English is attached in this Tender Document.

35 PROCEDURE FOR ACTION IN CASE CORRUPT/ FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES

- 35.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 35.2 The Fraud Prevention Policy document is available on TFL's website (<http://tflonline.co.in>)
- 35.3 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**
Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ Consultants indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in TFL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by TFL, to such Vendors/ Suppliers / Contractors/Bidders/ Consultants.

The Vendor/ Supplier / Contractor/ Bidder/Consultant understands and agrees that in such cases where Vendor/ Supplier / Contractor/ Bidder/Consultant has been banned (in terms of aforesaid procedure) from the date of issuance of such order

by TFL, such decision of TFL shall be final and binding on such Vendor/ Supplier / Contractor/ Bidder/Consultant and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

36 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs) [applicable for Indian bidders only]

36.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

i) Deleted

ii) Deleted

iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 5% (20% of 25%) shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.

Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

As the tendered item is non-splitable or non- dividable (specified in Bid Data Sheet) , MSE quoting lowest price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

36.2 The MSEs owned by SC/ST & Women entrepreneurs

36.2.1 The MSEs owned by SC/ST entrepreneurs:

a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit

c) In case of private Limited Companies, at least 51%share is held by SC/ST. If the MSE is owned by SC/ST entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

36.2.2 The MSEs owned by Women entrepreneurs shall mean:

a) In case of proprietary MSE, Proprietor(s) shall be Women

b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit

c) In case of private Limited Companies, at least 51%share is held by Women. If the MSE is owned by Women entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

36.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:

- ❖ Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 has notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in>)

Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

36.4 If against an order placed by TFL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.

36.5 The benefit of policy is not extended to the traders/dealers/Distributors/Stockiest/Wholesalers.

36.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation.

Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

37 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

38 INCOME TAX & CORPORATE TAX

- 38.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.
- 38.2 Corporate Tax liability, if any, shall be to the contractor's account.
- 38.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

38.4 MENTIONING OF PAN NO. IN INVOICE/BILL

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction.

Accordingly, supplier/ contractor/ service provider/ consultant should mention their PAN no. in their invoice/ bill for any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case supplier/ contractor/ service provider/ consultant do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of supplier/ contractor / service provider/ consultant shall be processed only after fulfilment of above requirement

39 Deleted

40 DISPUTE RESOLUTION MECHANISM

1.0 CONCILIATION

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 2.6 and which cannot be resolved through Conciliation, such issue(s)/dispute(s) shall be referred to arbitration for adjudication by Sole Arbitrator.

The party invoking the Arbitration shall have the option to either opt for Ad-hoc Arbitration as provided at Clause 2.1 below or Institutionalized Arbitration as provided at Clause 2.2 below, the remaining clauses from 2.3 to 2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

2.1 On invocation of the Arbitration clause by either party, TFL shall suggest a panel of three independent and distinguished persons (Retd Supreme Court & High Court Judges only) to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC) to select any one among them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from TFL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and TFL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of TFL on the appointment of the sole arbitrator shall be final and binding on the other party. The fees payable to Sole Arbitrator shall be governed by the fee Schedule of "Delhi International Arbitration Centre".

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.

c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TDL has been made final and binding in terms of the Contract.

2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3. GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

41 DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs/ Port Trusts inter se and also between CPSEs and Government Departments /Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no.40 & 41 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

42 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

To promote cashless transactions, the onward payments by Contractors to their employees, service providers, sub-contractors and suppliers may be made through Cards and Digital means to the extent possible

43 CONSULTNAT TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

44 QUARTERLY_CLOSURE OF THE CONTRACT [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-

During execution of contracts/orders, various issues may arise. In order to timely detect and to address the contractual issue (s) during the execution of contracts, TFL has introduced a mechanism of quarterly closure of the contract, under which all the issues related to the contract execution will be monitored on quarterly basis for resolution.

Vendors/ are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.”

45 Deleted

46 PROVISIONS FOR STARTPUS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME) [APPLICABLE FOR INDIAN BIDDERS ONLY] [FOR APPLICABILITY REFER BDS]

Shall not be Applicable for this NIT.

47 CONFLICT OF INTEREST

47.1 The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Employer under the contract.

47.2 TFL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of TFL. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by TFL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting

from or directly related to the firm's consulting services for such preparation or implementation.

- b. Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
 - c. Relationship with Employer's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
 - d. A Consultant, who prepares Detailed Feasibility Report (DFR) of a Project is not debarred from participating as Project Management Consultant (PMC) for the same Project as both are services in nature.
If a Consultant is engaged for preparation of TOR of an assignment, such Consultant shall not be allowed to participate in bidding process of the assignment in question.
 - e. A Consultant, who has been appointed by TFL to assist in a bidding process where TFL is a bidder, should not be a Consultant to any other prospective bidder(s) for the same assignment. Similarly, a Consultant appointed by any competitor of TFL in a bidding process shall not be qualified in TFL's tender for the same assignment.
- 47.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 47.4 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.
- 47.5 **Unfair Advantage:** Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the

assignment in question. To that end, the Employer shall make available to all the short-listed consultants together with the request for proposals all information that would in that respect give a Consultant a competitive advantage.

48 PROFESSIONAL LIABILITY

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

49 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS [FOR APPLICABILITY REFER BDS]

As mentioned in GCC, PRS is the reduction in the consideration / contract value for the goods / services covered under this contract. In case of delay in supply/ execution of contract, consultant should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If consultant has raised the invoice for full value, then consultant should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if consultant fails to submit the invoice with reduced value or does not issue credit note as mentioned above, TFL will release the payment to consultant after giving effect of the PRS clause with corresponding reduction of taxes charged on vendor's invoice, to avoid delay in delivery/collection of material.”

In case any financial implication arises on TFL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of consultant. TFL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by TFL in future to the consultant under this contract or under any other contract.

50 POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure V to ITB herewith.

51 PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA.

The clause regarding provision for procurement from a bidder which shares a land border with India is enclosed as Annexure-VI to ITB herewith.

**PROCEDURE FOR ACTION IN CASE
CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES**

A Definitions:

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.

A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

A.9 “Investigating Agency” shall mean any department or unit of TFL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the TFL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice

B.1 Irregularities noticed during the evaluation of the bids :

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with TFL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, action shall be initiated as per procedure mentioned at Clause no. E for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list as per process defined in para E, the order (s)/ contract (s) where it is concluded that such irregularities have been committed shall be terminated and Contract cum Performance Bank Guarantee (CPBG) submitted by agency against such order (s)/ contract (s) shall also be forfeited. Further such order/ contract will be closed following the due procedure in this regard.

The amount that may have become due to the contractor on account of work already executed by him shall be payable to the contractor and this amount shall be subject to adjustment against any amounts due from the contractor under the terms of the contract. No risk and cost provision will be enforced in such cases.

Suspension of order/ contract:

Further, only in the following situations, the concerned order (s)/ contract(s) (where Corrupt/Fraudulent/ Collusive/ Coercive Practices are observed) and payment shall be suspended after issuance of Suspension cum Show Cause Notice:

- (i) Head of Corporate Vigilance Department/CVO based on the investigation by them, recommend for specific immediate action against the agency.
- (ii) Head of Corporate Vigilance Department/CVO based on the input from investigating agency, forward for specific immediate action against the agency.

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice by Corporate C&P Department, the formal

communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the following with copy to concerned F&A:

- (i) For Projects cases: concerned Project Managers in case of Purchase Orders and concerned Construction-in Charge (where PMC is EIC)/ Engineer-in-Charge (EIC) in case of Contracts
- (ii) For other than Projects cases: concerned Dealing officer in case of Purchase Orders and concerned Engineer-in-Charge (EIC) in case of Contracts.

During suspension, Contractor/ Service Providers will be allowed to visit the plant/ site for upkeep of their items/ equipment, TFL's issued materials (in case custody of same is not taken over), demobilizing the site on confirmation of EIC, etc.

However, no suspension of contract/ order will be initiated in Exceptional Cases mentioned at Clause no. B.2.3.

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with TFL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with TFL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S. No.	Description	Period of banning from the date of issuance of Banning order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.	02 years

	For example, if an agency confirms not being in holiday in TFL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	
2	Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices	03 years
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning: (i) Repeated once (ii) Repeated twice or more	7 years (in addition to the period already served) 15 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by TFL	7 years
4	If act of vendor/ contractor is a threat to the National Security	15 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other

tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/Consultant leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from TFL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

Effect of suspension on other on-going/future tenders will be as under:

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
 - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
 - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
 - D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of TFL and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/
CONTRACTORS/ CONSULTANTS**

1.0 OBJECTIVE

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with TFL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

2.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

iii) Initiation of Measures:

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of TFL.

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

3.0 PROCESS OF EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS

3.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action need to be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:

- (a) **First such instance:Advisory notice(Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years. Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**
 - (i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**
 - (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**
 - (c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no.3.16.1 of GCC- Consultancy)
- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
 - (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
 - (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is "FAIR":
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

3.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 3.1 for Projects.

3.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2.	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future.
4	VERY GOOD	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/Supplier/Contractor/ Consultant for the following action:

- (b) **First such instance:Advisory notice(Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant**
 - (i) Poor Performance due to reasons other than Quality: **Putting on Holiday for a period of One Year**
 - (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30): **Putting on Holiday for a period of Two Years**
 - (c) Subsequent instances (**more than two**) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Putting on Holiday for a period of Three Years**
- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no.3.16.1 of GCC- Consultancy)
- (d) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
 - (e) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
 - (f) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is "FAIR":
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ Consultant is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

5.0 **REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY**

- 5.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

6.0 **EFFECT OF HOLIDAY**

- 6.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

- 6.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

- 6.3. Effect on other ongoing tendering:

- 6.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

- 6.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the party shall not be opened and BG/EMD submitted by the party shall be returned to the party.

- 6.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

- 7.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group

division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

- 8.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to TFL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

9. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

10. ERRANT BIDDER

In case after price bid opening the lowest (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, TFL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

11. In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of TFL that the Consultant has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from TFL to the government exchequer, then, that Contactor shall be put under Holiday list of TFL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.

**TALCHER FERTILIZERS LIMITED
PERFORMANCE RATING DATA SHEET
(FOR PROJECTS/ CONSULTANCY JOBS)**

- i) Project/Work Centre :
- ii) Order/ Contract No. & date :
- iii) Brief description of Items Works/Assignment :
- iv) Order/Contract value (Rs.) :
- v) Name of Vendor/Supplier/ Contractor/ Consultant :
- vi) Contracted delivery/ Completion Schedule :
- vii) Actual delivery/ Completion date :

Performance Parameter	Delivery/ Completion Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated				

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

(#) Vendor/Supplier/Contractor/Consultant who seek repeated financial assistance or deviation beyond contract payment term or seeking direct payment to the sub-vendor/sub-contractor due to financial constraints, then '0' marks should be allotted against Reliability Performance.

(*) Allocation of marks should be as per enclosed instructions

(**) Performance rating shall be classified as under :

Sl. No.	Range (Marks)	Rating
1	60 & below	POOR
2	61-75	FAIR
3	76-90	GOOD
4	More than 90	VERY GOOD

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

Delivery Period/ Completion Schedule	Delay in Weeks	Marks
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
More than 24 weeks	0	

1.2 QUALITY PERFORMANCE 40

Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40

marks

i) Rejection/Defects 10 marks
 Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases

ii) When quality failure endanger system integration 0 marks
 - Moderate nature 5 marks
 - low severe nature 10-25

marks

and safety of the system

iii) Number of deviations 5 marks
 1. No deviation 2
 2. No. of deviations ≤ 2

marks

3. No. of deviations > 2 0 marks

1.3 RELIABILITY PERFORMANCE**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
B.	FOR SUPPLIES	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

ADDENDUM TO INSTRUCTIONS TO BIDDERS

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)
INSTRUCTIONS FOR SUBMISSION OF BID ONLINE THROUGH CPP PORTAL

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

2. **REGISTRATION**

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- ii. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Bidders are advised to make ensure the accessibility & availability of java software in their system (PC) either download & install the latest version of java software or click on the below link to install the java in their system prior to proceed further.
<https://www.oracle.com/technetwork/java/javase/downloads/index.html>
- v. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- vi. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vii. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

3. SEARCHING FOR TENDER DOCUMENTS

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

5. SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- iv. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard SOR format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the SOR file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the SOR file is found to be modified by the bidder, the bid will be rejected.
- v. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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BIDDING DATA SHEET (BDS)**(TO BE FILLED BY THE CONCERNED DEALING OFFICER BEFORE ISSUANCE OF TENDER)****ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL	
ITB clause	Description
1.1	The Employer/Owner/Client is: TALCHER FERTILIZERS LIMITED(TFL)
B. TENDER DOCUMENT	
ITB clause	Description
7.1	For clarification purposes only, the communication address is: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India) Kind Attention: Mr. P.R.Sahu, Addl. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063 E-mail : prsahu@pdilin.com anjali@pdilin.com tanzin@pdilin.com
C. PREPARATION OF BIDS	
ITB clause	Description
10.2 .1 (s)	The Bidder shall submit with its Techno-commercial/ Unpriced bid the following additional documents as detailed in 10.2.1 of ITB
11	Additional Provision for Schedule of Rate/ Bid Price are as detailed in 11 of ITB
14	The bid validity period shall be 3 (three) Months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
16	. Not applicable.
19.3 and 4.0 of IFB	For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: Mr. P.R. Sahu, Addl. General Manager (M.M) M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India)

24	The bid opening shall take place at: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India)				
F. AWARD OF CONTRACT					
ITB clause	Description				
34	State of which stamp paper is required for Contract Agreement: Uttar Pradesh (U.P.) / State where Bidder's Corporate or Registered Office is located				
36	Whether tendered item is non-split able or not-divisible : <table border="1" data-bbox="483 642 1101 783" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;">✓</td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">✗</td> </tr> </table>	YES	✓	NO	✗
YES	✓				
NO	✗				
44	Quarterly Closure of Contract <table border="1" data-bbox="483 842 1101 972" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">✗</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				
46	Applicability of provisions relating to Startups: <table border="1" data-bbox="483 1150 1101 1291" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">✗</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				
49	Applicability of provisions regarding invoice for reduced value or credit note towards PRS: <table border="1" data-bbox="483 1470 1101 1598" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">✗</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				

**PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA , ORDER 2017 (Rev dated
16.09.2020)**

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Udyog Bhawan, New Delhi

Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued:

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

Contd. p/2

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier/' 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier/' 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The 'Class-I local supplier/' 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier/' 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier/' 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member
Joint Secretary (Public Procurement), Department of Expenditure—Member
Joint Secretary (DPIIT)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)
Director
Tel: 23063211
rajesh.gupta66@gov.in

**CLAUSE REGARDING PROVISION FOR PROCUREMENT FROM A
BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. Order (Public Procurement No.1) dated 23.07.2020, Order (Public Procurement No.2) dated 23.07.2020 and Order (Public Procurement No.3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No.1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

4. "Bidder from a country which shares a land border with India "for the purpose of this:

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

5. "**Beneficial owner**" for the purpose of above (4) will be as under:

- i) In case of accompany or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation-

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their share holding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership for entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust; the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

7. **SUBMISSION OF CERTIFICATE IN BIDS:**

Bidders shall submit a certificate in this regard as Form-I.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid / termination and further action as per "Procedure for Action in case of Corrupt / Fraudulent / Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply other than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

9. **PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:**

The successful bidder shall not be allowed to sub-contract works to any contract or from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-II.

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	LETTER OF AUTHORITY
F-3	AGREED TERMS & CONDITIONS FOR INDIAN BIDDER
F-4	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-5	BIDDER'S EXPERIENCE
F-6	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-7	BIDDER'S QUERIES FOR PRE BID MEETING
F-8	E-BANKING FORMAT
F-9	UNDERTAKING FOR APPLICABILITY OF POLICY
F-10	CHECK LIST
F-11	FORMAT OF CONTRACT AGREEMENT
F-12	FREQUENTLY ASKED QUESTIONS (FAQ)
F13	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS FOR BIDDER
FORM-I of Annexure-V	SELF CERTIFICATION BY BIDDER TOWARDS MINIMUM LOCAL CONTENT (TO BE SUBMITTED BY BIDDER ON THEIR COMPANY'S LETTER HEAD)
FORM-II of Annexure-V	SALIENT POINTS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY
Form-I of Annexure-VI	UNDERTAKING ON LETTERHEAD
Form-II of annexure-VI	CERTIFICATE FOR SUB-CONTRACTING OF WORKS

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s TALCHER FERTILIZERS LTD

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor/Partners/Directors of the firm/company	1. 2. 3.
4	Number of Years in Operation	
5	Address of Registered Office: In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. <i>(In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).</i> (Indian Bidder only)	City: District: State: PIN/ZIP: GST No.:

8	Telephone Number of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Fax Number:	_____ (Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	[Enclose copy of PAN Card]
14	GST No.(refer sl. no. 7 above) (Indian Bidderonly)	[Enclose copy of GST Certificate]
15	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 36)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 36)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No.36)</i>
	Whether payment is required through TReDS	Yes / No <i>If Yes, please provide the name of portal</i>
16	Type of Entity (Indian Bidderonly)	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).
17	Whether Bidder is Startups or not (Indian Bidder only)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified it ITB: Clause No. 46)</i>

Note: * TFL *intent to place the order/contract directly on the address from where Goods are produced/dispached are Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed*

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-2
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:
To,
M/s TALCHER FERTILIZERS LTD

Date:

SUB:
TENDER NO:

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Tender 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).

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation:
Seal:

Note: This "Letter of Authority" should be on the "**letterhead**" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to TFL.

F-3

AGREED TERMS & CONDITIONS

To,
M/s TALCHER FERTILIZERS LIMITED
NOIDA

SUB:
TENDER NO:

This Questionnaire duly filled in, signed & stamped must form part of Bidder's Bid and should be returned along with Un-priced Bid. Clauses confirmed hereunder need not be repeated in the Bid.

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Bidder confirms currency of quoted prices is in Indian Rupees	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.	
3.1	Bidder confirms that they have quoted rate of GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates (SOR)	Confirmed
3.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
3.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB	
3.4	a. Whether bidder is liable to raise E-Invoice as per GST Act. b. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	a. _____ b. _____
3.5	i. Whether bidder as a seller is liable to levy TCS on sale of goods as defined under the said provision of Income Tax. ii. If yes, bidder as a seller will raise proper tax invoice on sale of goods to TFL showing TCS component. iii. Bidder as a seller will comply with all the statutory requirements of TCS regarding deposit of TCS with Government on receipt/collection of consideration from TFL and issue of TCS certificate to TFL timely. iv. If TFL is unable to avail the benefit of TCS Credit on such amount collected by the Supplier, for any reason attributable to Supplier, then TFL shall be entitled to deduct / recover such amount together with penalties and interest, if any, by adjusting any amounts to be paid or becomes payable in future to the Supplier under this contract or under any other contract.	i. _____ ii. _____ iii. _____ iv. _____

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION	
4.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.		
5.	Bidder confirms compliance to Completion Schedule as specified in Bid document. Confirm contract period shall be reckoned from the date of DLOA.		
6.	(i) Bidder confirms acceptance of Mutually Agreed Damages for delay in completion schedule specified in Bid document. (ii) In case of delay, the bills shall be submitted after deducting the mutually agreed damages due to delay (refer MAD Clause).		
7.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.		
8.	Bidder confirms that their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.		
9.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.		
10.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of Owner or (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner or their relative is not a partner.	Confirmed	
		Not confirmed	
11.	All correspondence must be in ENGLISH language only		
12.	Bidder confirms the contents of this Tender Document have not been modified or altered by them. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.		
13.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.		
14.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.		
15.	If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:		

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
16.	<p>Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.</p>	
17.	<p>Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.</p>	
18.	<p>Bidder hereby confirms that they are not on 'Holiday' by OWNER or any of the JV partners of OWNER (viz. GAIL, RCF, CIL, FCIL) or Public Sector Project Management Consultant (like PDIL, EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/Fraudulent/Collusive/ Coercive Practices) are on banning list of TFL or any of the JV partner of OWNER viz. GAIL, RCF, CIL, FCIL.</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of TFL/PDIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to TFL/PDIL by them.</p>	
19.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:
Date:

[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail/fax to concerned executive in TFL/PDIL issued the tender, by filling up the Format)

To,

M/s TALCHER FERTILIZERS LTD,

SUB:
TENDER NO:

Dear Sir,

We hereby acknowledge receipt of a complete set of Tender Document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :
Telephone Number :
Fax Number :
Contact Person :
E-mail Address :
Mobile No. :
Date :
Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :
Signature :
Name :
Designation :
Date :
Seal/Stamp :

F-5
BIDDER'S EXPERIENCE

To,

M/s TALCHER FERTILIZERS LTD,

SUB:

TENDER NO:

Sl. No	Description of the Services	LOA /WO No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Value of Contract/Order (Specify Currency Amount)	Date of Commencement of Services	Schedule Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-6

FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AUDITED ANNUAL TURNOVER* OF LAST 3 YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

****Refer Instructions***

Note: It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:

Instructions:

1. The financial year would be the same as one normally followed by the bidder for its Annual Report.
2. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non- responsive.
3. For the purpose of this Tender document: **Annual Turnover** shall be "Sale Value/ Operating Income"
4. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
5. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-7

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s TALCHER FERTILIZERS LTD

Sub :

Tender No :

SL. NO.	REFERENCE OF TENDER DOCUMENT				BIDDER'S QUERY	TFL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by fax and also by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-8

E-Banking Mandate Form

(To be issued on vendors letter head)

- i. Vendor/customer Name :

- 2. Vendor/customer Code:

- 3. Vendor /customer Address:

- 4. Vendor/customer e-mail id:

- 5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize TFL to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the TFL responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

F-9
UNDERTAKING FOR APPLICABILITY OF POLICY

To,
M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir,

We, M/s **(Name of Bidder)** hereby confirm that following purchase preference to be considered:-

Description	Preference
Public Procurement (Preference To Make In India) Policy or	
Purchase Preference under Public Procurement Policy For MSEs (MICRO & SMALL ENTERPRISES) Order 2012	

Note:

- i. Please indicate your preference against only one policy.
- ii. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- iii. In case a bidder eligible to seek benefit under Public Procurement (Preference to Make in India) Policy as well as PPP for MSE 2012, than the bidder should categorically seek benefits against only one of the two policies i.e. either Public Procurement (Preference to make in India) Policy or MSE policy.
- iv. In case MSEs bidder opts for purchase Preference based on Public Procurement (Preference to Make in India) Policy, he shall not be entitle to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012.
- v. The option once exercised cannot be modified subsequently.

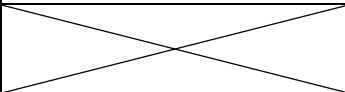
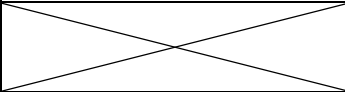
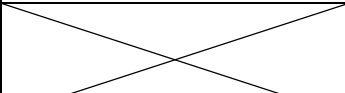
Place:
Date:

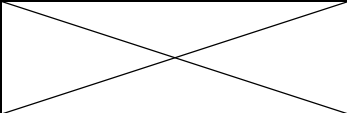
[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

F-10
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Digitally Signing (in case of e-bidding) on each sheet of offer, original bidding document including ITB, GCC, SGC, SOR, addendum (if any)		
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	Signed and stamped Tender Document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Copies of documents defining constitution or legal status, place of registration and principal place of business of the company		
v	Submitted all Formats of Tender Document, duly filled in.		
vi	Details and documentary proof required against Bid Evaluation Criteria, if applicable.		
vii	Deleted		
viii	Confirm submission of document alongwith unpriced bid as per bid requirement.		
3.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s)		
4.0	Confirm that the price part as per Price Schedule format submitted with Tender Document/ uploaded		

	in case of e-bid.		
5.0	Confirm that annual reports for last three financial years & duly filled in Format F-6 are enclosed in the offer for financial assessment (where financial criteria of BEC is applicable).		
6.0	Bidder has read, understood the Tender Document and its Corrigendum/ Clarification(s) and submit complete Bid in line of requirement of Tender Document.		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-11

Contract Agreement Form

AGREEMENT for “_____”(hereinafter called the "Job") made on _____ day of _____, 20__ between M/s _____, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and Talcher Fertilizers Limited hereinafter called “TFL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

TFL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the DLOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in TENDER of TF and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in DLOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The DLOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

TFL accepted the bid of the CONSULTANT for the provision and the execution of the said Job at the values stated in bid and finally approved by TFL upon the terms and subject to the conditions of Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS :

- 1. In consideration of the payment to be made to the CONSULTANT for the Job to be executed by him the CONTRACTOR hereby covenants with TFL that the CONSULTANT shall and will duly provide, execute and complete the said Job and

shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Job, TFL does hereby agree with the Agreement that TFL will pay to the CONSULTANT the respective amounts for the Job actually done by him and approved by TFL at the amount specified in this DLOA, such payment to be made at such time in such manner as provided for in the Agreement and DLOA.

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

Signed and Delivered for
for and on behalf of

Signed and Delivered
and on behalf of

M/s TALCHER FERTILIZERS LIMITED

M/s _____

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

F-12

FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	<i>All Domestic Bidder meeting the BEC can quote.</i>
2.0	Should the Bid Evaluation Criteria documents be attested?	<p><i>i. All documents in support of Technical Criteria of BEC to be furnished by the Bidder, shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.</i></p> <p><i>ii. For authentication of document submitted in support of Financial Criteria of BEC, copy of audited annual financial statements submitted with bid shall be duly certified/ attested by Notary Public with legible stamp.</i></p> <p><i>iii. Further, bidder shall submit “Details of financial capability of Bidder” in prescribed format duly signed and stamped by a Chartered Accountant/ Certified Public Accountant (CPA).</i></p>
3.0	Is attending Pre Bid Meeting mandatory.	<i>No. Refer Clause No. 15 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.</i>
4.0	Can a vendor submit more than 1 offer?	<i>No. Please refer Clause No. 3 of Instruction to Bidders of Tender Document.</i>
5.0	Is there any Help document available for e-Tender.	<i>Yes. Refer, E-tendering website of CPP portal</i> (https://eprocure.gov.in/eprocure/app)
6.0	Are there are any benefits available to Startups?	<i>Refer Clause No. 46 of Instructions to Bidders of Tender Document.</i>

7.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	<i>Refer Clause No. 36 of Instructions to Bidders of Tender Document.</i>
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All the terms and conditions of Tender remain unaltered.

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CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS FOR BIDDER

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder
Technical BEC			
1.	Experience	<p><i>Copy of Detailed Letter of Acceptance (DLOA)/ Work Order/ relevant extract of work Order/ Contract Agreement along with detailed scope of work.</i></p> <p><i>The Detailed Letter of Acceptance (DLOA) / Work Order / Contract Agreement must clearly indicate nature of Work, period and contract value. Similarly, the Completion Certificate Certificate must clearly indicate reference of relevant work order/DLOA/Contract Agreement, Name of Work, Contract Value, Completed order value and date of completion</i></p>	
Financial BEC			

1.	Annual Turn Over	Bidder shall submit the Audited Financial Statements of the company for any one of the preceding three (03) financial years whichever meets the annual turnover criteria.	Submitted <i>(Mention specific year)</i>
2.	Format for Details of financial capability of Bidder	For authentication of document submitted in support of Financial Criteria of BEC, copy of audited annual financial statements submitted with bid shall be duly certified/ attested by Notary Public with legible stamp. Further, bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a Chartered Accountant/ Certified Public Accountant (CPA).	Submitted

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

**SELF CERTIFICATION BY BIDDER TOWARDS MINIMUM LOCAL CONTENT
(TO BE SUBMITTED BY BIDDER ON THEIR COMPANY'S LETTER HEAD)**

To,
M/s Talcher Fertilizers Limited

SUB:
TENDER NO:

Dear Sir,

A. We M/s (**Name of Bidder**) hereby confirm/certify that the goods / services offered vide our offer no..... dated meet the following -

Sl. No.	Description	Confirmation
a	We meet the mandatory minimum Local content requirement of 20% for participating in the Bidding process under Public Procurement (Preference to Make in India) Policy. (In case bidder does not meet the minimum Local content requirement of 20%, such bidders are not allowed to participate in the Bidding process)	Confirmed.
b	We meet mandatory minimum Local content requirement of 50% for claiming purchase preference under Public Procurement (Preference to Make in India) Policy	Confirmed / Not Confirmed

B. The **details of the location** at which the local value addition is made as follows:

Sl. No.	Item Description	Details of the Location(s) where the local value addition is made
1.		
2.		
3.		

Place: [Signature of Authorized Signatory of Bidder]
Date: Name:
Designation: Seal:

Note:The Authorized Signatory of Bidder shall be the person in whose name Power of Attorney has been issued.

FORM-II of ANNEXURE-V

Salient Points of Public Procurement (Preference to Make in India) Policy

Sr. No.	Description	Parameter / Document
1	Minimum Local Content (LC) for Availing Preference under this Policy	50%
2	Margin of Purchase Preference	20%
3	Local Content (LC) % declared by bidder (Documents to be submitted as per Sr. No. 4 below)	[Tick (☐) whichever is applicable] a) LC Equal to or more than 50% <input type="checkbox"/> b) LC More than 20% but less than 50% <input type="checkbox"/>
4	Documents to be submitted by bidder under this Policy	SELF CERTIFICATION -as per <u>Form-I</u> to be submitted by bidder.
5	Whether tender is divisible or not divisible	Not Divisible; Clause No. 3A (c) of revised Policy dated 16.09.2020 shall be applicable

UNDERTAKING ON LETTERHEAD

To,

M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir,

We have read the Provisions for Procurement from a Bidder which shares a land border with India as per Annexure VI of Section-III. We certify that M/s(Name of Bidder)is:

- (i) Not from such a country []
- (ii) If from such a country, has been registered []
With the Competent Authority. (Evidence
of valid registration by the Competent
Authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above).

We hereby further certify that bidder M/s..... (Name of Bidder) fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: [Signature of Authorized Signatory of Bidder]
Name:

Date: Designation:
Seal:

CERTIFICATE FOR SUB-CONTRACTING OF WORKS

To,

M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir,

We have read the Provisions for Procurement from a Bidder which shares a land border with India as per Annexure VI of Section-III. We certify that bidder M/s(Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

Place: [Signature of Authorized Signatory of Bidder]
Name:

Date: Designation:
Seal:

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT – CONSULTANCY

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

In this Document, as hereunder defined, the following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

AGREEMENT means the agreement concluded on non-judicial stamp paper between TFL and Consultant for Services as per this Bid document.

TFL/OWNER shall mean Talcher Fertilizers Limited

TFL'S REPRESENTATIVE means the person appointed or authorized from time to time by TFL for execution of the contract.

CONSULTANT'S REPRESENTATIVE means the person appointed from time to time by CONSULTANT for execution of the Contract.

ENGINEER-IN-CHARGE/EXECUTIVE-IN-CHARGE shall mean the person designated from time to time by the TFL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Consultant as envisaged in this document and accepted by TFL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

SERVICES mean the duties to be performed and the services to be rendered by Consultant according to the terms and conditions of the Contract.

HEADINGS the headings appearing herein are for convenience only and shall not be taken in consideration in the interpretation or construction of the Contract.

SINGULAR AND PLURAL WORDS importing the singular only also include the plural and vice-versa where the context requires.

ARTICLE 2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

2.1 Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.

Consultant shall in all professional matters act as a faithful advisor to TFL, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.

Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.

Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.

- 2.2 Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of TFL.

ARTICLE 3: TFL'S REPRESENTATIVE

- 3.1 TFL shall nominate its Representative(s) who shall be entitled to act on behalf of TFL with respect to any decision it is empowered to make. The bill / invoice of Consultant will be certified for payment by such representatives.

ARTICLE 4: CONSULTANT'S REPRESENTATIVE

- 4.1 Consultant shall nominate a qualified and experienced person as its Representative who will be the contact person between TFL and Consultant for the performance of the Contract. This nomination shall be done within ten (10) days after the coming into force of the Contract. Consultant shall notify TFL in writing prior to the appointment of a new representative. Consultant's Representative may be replaced only with TFL's consent after getting approved his CV's from TFL.

TFL shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to TFL.

- 4.2 Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

ARTICLE 5: PAYMENT TERMS

- 5.1 TFL shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of consultant's Bankers shall be to the consultant's account.

- 5.2 Consultant will invoice TFL according to the terms and conditions provided in the tender.

- 5.3 Payment terms will be as follows:

- 5.3.1 **For all consultancy jobs for preparation of reports**, payment terms will be as follows:

- 60 % on submission & acceptance of Draft report.

Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.

- 40% on submission & acceptance of final report.

Where EMP/EIA/RRA is involved, the 40% payment will be divided as follows:-

-20% on submission and acceptance of final DFR/Report

-20% on submission and acceptance of EMP/EIA/RRA

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

5.3.2 For Acquisition/Due diligence Consultancy cases the payment terms will be as follows:
Stages Payment(%age of lumpsum price)

- a) On submission and acceptance of draft report 40%
- b) On submission and acceptance of Final report by TFL 20%
- c) On formulation and submission of Bid 15%
- d) On negotiations, deal finalization and deal execution 25%

If acceptance is not conveyed within 30 days, it will be presumed to be accepted.

TFL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

5.3.3 FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS, payment terms shall be as follows:

- On completion of Milestones against each activity 95%
of Project as identified in the scope of work
Progressively based on Fortnightly invoices
- After close out of Project on completion 5%
of job in all respects

5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Manday Rate (per diem)

5.4 In case of disputes concerning invoice(s), TFL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its / their rejection.

- TFL shall pay the undisputed amount of the invoice(s) according to Article - 5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between TFL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

ARTICLE 6: PERFORMANCE GUARANTEE

6.1 Consultant shall submit to TFL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (Annexure- C). All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

6.2 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

ARTICLE 7: CONFIDENTIALITY

7.1 Consultant/TFL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by TFL/Consultant without the prior written consent of the latter.

7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 8: TAXES AND DUTIES

8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.

8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by TFL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

8.3 Consultant will not claim from TFL any taxes paid by him.

8.4 TFL shall deduct Income tax at source at applicable rates.

ARTICLE 9: RESOLUTION OF DISPUTES / ARBITRATION

9.1 TFL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer -in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

TFL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and TFL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the TFL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 10:LEGALCONSTRUCTION

10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at New Delhi.

ARTICLE 11:SUSPENSION OF THE PREFORMANCE OF DUTIES AND SERVICES

11.1 TFL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days' notice.

11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

11.4 By fifteen days prior notice, TFL may request Consultant to resume the performance of the services, without any additional cost to TFL.

11.5 In case of suspension of work by consultant on TFL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.

11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 16 hereunder.

ARTICLE 12: PRICE REDUCTION SCHEDULE (PRS)

12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 19 hereinafter or due to TFL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.

12.2 TFL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and TFL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which TFL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of TFL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 13: ASSIGNMENT

Consultant shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of TFL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Consultant only.

ARTICLE 14: INDUSTRIAL AND INTELLECTUAL PROPERTY

14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep TFL harmless and indemnify TFL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

14.2 All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to TFL will be property of TFL.

14.3 Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by TFL for carrying out of any services with any third parties.

14.4 Consultant shall not without the prior written consent of TFL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 15: LIABILITIES

- 15.1 Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.
- 15.2 Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.
- 15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 16: TERMINATION OF CONTRACT

16.1 Termination for Default

TFL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Consultant fails to perform any obligation(s) under the CONTRACT and if Consultant, does not cure his failure within a period of 30 days (or such longer period as TFL may authorise in writing) after receipt of the default notice from TFL.

16.2 Termination for Insolvency

TFL may at any time terminate the CONTRACT by giving written notice without compensation to Consultant, if Consultant becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TFL.

16.3 Termination for convenience

TFL may by written notice sent to consultant, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by TFL till the date upon which such termination becomes effective.

ARTICLE 17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value as per proforma annexed within 10 days from the date of receipt of FOA (Fax of Acceptance) / DLOA (Detailed Letter of Acceptance), the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

CONSULTANT shall advise TFL by a registered letter duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over one month, if arising out of causes of Force Majeure, TFL reserves the right to cancel the Contract and the provisions governing termination stated under Article 16 shall apply.

For delays arising out of Force Majeure, Consultant shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither TFL nor Consultant shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Consultant shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their bid and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Consultant or the TFL shall not be liable for delays in performing their obligations under this order and the completion dates will be extended to Consultant without being subject to price reduction for delayed completion, as stated elsewhere.

ARTICLE 20: RECTIFICATION PERIOD

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without TFL'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by TFL) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

ARTICLE 21: SUB CONTRACT

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by TFL. Upon the request of TFL, the consultant shall submit for TFL's prior approval, the

terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE 22: NOTICES

21.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE 23: ACQUISITION OF DATA

If required, CONSULTANT shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. TFL, if requested in writing by CONSULTANT, may assist the consultant in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, co-ordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the CONSULTANT.

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

SECTION-V SPECIAL CONDITIONS OF CONTRACT [SCC]

INDEX

1. GENERAL
2. TIME SCHEDULE
3. PAYMENT TERMS
4. PERFORMANCE GUARANTEE
5. PRICEREDUCTION SCHEDULE (PRS)
6. SUBMISSION OF FINAL BILL/ CORRESPONDENCE
7. CONTRACTOR OBLIGATION
8. INSURANCE
9. LIABILITY OF GOVERNMENT OF INDIA

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 GENERAL

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, scope of Services and any other documents forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Consultant shall perform certain work or provide certain facilities, it is understood that the Consultant shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.5 The materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 It will be the Consultant's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.7 Any work, though not specifically detailed out in this document, but needed for effective completion of job shall also be deemed to be included in the scope of the contractor.
- 1.8 Consultant shall perform the work promptly in an efficient, orderly and workmanlike manner and shall deploy necessary qualified and skilled persons according to the requirement of the work, enforce discipline and order among its employee and observe the safety and security instructions of Owner while operating at the site. Owner reserves the right to accept or replace the CONSULTANT Project Coordinator, site in charges or any other manpower depending upon the requirements.
- 1.9 "Contractor" wherever appearing in the NIT shall be read as "Consultant".
- 1.10 **Order of Precedence**

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- (i) Detailed Letter of Acceptance along with Statement of Agreed Variations & its enclosures and any corrigendum/ addendum.
- (ii) Fax/ Letter of Intent/ Fax of Acceptance.
- (iii) Schedule of Rates as enclosures to Letter of Acceptance.
- (iv) Special/ additional Conditions of Contract.
- (v) Specifications, Special notes regarding specifications and Drawings, all three in conjunction with each other.
- (vi) General Conditions of Contract

2.0 TIME SCHEDULE: 04 (Four) months from the date of issuance of DLOA.

2.1 Submission of Draft Report of the Work : 03 Months

2.2 Submission of Final Report : 04 Months

The total time for the above job shall not exceed 04 Months

3.0 PAYMENT TERMS

3.1 Payment terms will be as follows:

- i. 1st Instalment: 40% of contract value to be paid on submission of Draft Report.
- ii. 2nd Instalment: 55% of contract value to be paid on submission & acceptance of Final Report by TFL/PDIL.
- iii. 3rd Installment: 5 % of contract value on closure of contract.

3.2 No variation on account of taxes and duties, statutory or otherwise, shall be payable by OWNER to Consultant except for GST. However, any statutory variation for GST shall be payable up to the completion time schedule mentioned above against documentary evidence. Any reduction in the amount of GST resulting from a reduction in the rate of GST or remission or exemption from GST with respect to Goods and Services provided to the TFL shall be refundable to the TFL at actual within the completion time schedule and also during the delayed contractual completion time if any.

3.3 Scope of Work to be completed on LUMPSUM basis.

3.4 In case of disputes concerning invoice(s), TFL shall return said invoice(s) to Consultant within fifteen (15) days from its/their receipt specifying in writing the reasons for its /their rejection.

- i. TFL shall pay the undisputed amount of the invoice(s) according to Clause – 5.0 hereof.
 - ii. The disputed amount, if any, shall be paid after mutual settlement between TFL and Consultant.
 - iii. Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.
- 3.5 Draft Report will be pre-final report covering entire work scope. The Final report will be the Report submitted & accepted by the TFL after the consultant has incorporated all required inputs, changes, modifications and corrections suggested by TFL. The Final report for both the stages will be the Report submitted & accepted by the TFL after duly reviewed and approved by PDIL.
- 3.6 TFL shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of consultant's Bankers shall be to the consultant's account.

3.7 Mode of Payment:

All Bills/Invoices of Consultant shall be vetted by PDIL before payment thereof from TFL. Consultant shall render all data/documents to the satisfaction of PDIL for enabling them to review & certify the Bills/Invoices as good for payment.

Payment shall be released within 15 Days from the date of receipt of invoice duly certified by EIC (Engineer-in-Charge).

Please note that the GSTN of Talcher Fertilizers Ltd., Noida is **09AAFCT8667A1Z3**.

PAYING AUTHORITY

Director (Finance)
Talcher Fertilizers Limited
GAIL Training Institute
Plot No. 24, Film City,
Sector 16A,
Noida – 201301

4.0 PERFORMANCE GUARANTEE

Not applicable.

5.0 PRICE REDUCTION SCHEDULE (PRS)

- 5.1 In case Contractor fails to submit the Final Report within stipulated period then unless such failure is due to force majeure as defined in clause 19.0 of GCC or due to OWNERS's default, there will be a reduction in contract price @ 1/2% for each week of Delay or part thereof subject to maximum of 5 % of contract price.

- 5.2 TFL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Contractor from its obligations and liabilities under the contract. Both Contractor and TFL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which TFL would have suffered on account of delay/ breach on the part of Contractor and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of TFL in the matter of applicability of price reduction shall be final and binding.
- 5.3 In case delay in supply/ execution of contract, supplier/ contractor/ service provider will raise invoice for reduced value as per Price Reduction Clause. If supplier/ contractor/ service provider has raised the invoice for full value, then supplier/ contractor/ service provider will issue Credit Note towards the applicable PRS amount.
- 5.4 In case supplier/ contractor/ service provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, TFL will release the payment to supplier/ contractor/ service provider after effecting the PRS clause.
- 5.5 In the event of any financial implication arises on TFL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of supplier/ contractor/ service provider.

6.0 SUBMISSION OF FINAL BILL/ CORRESPONDENCE

- 6.1 The final bill complete in all respect shall be submitted after certified completion of work. The bill should be accompanied with the following documents:
- i. Job completion certificate.
 - ii. No claim certificate on TFL's prescribed proforma.
 - iii. Site clearance certificate.
- 6.2 No claim shall be entertained after receipt of final bill. Settlement of final bill shall be made within 1 (one) month period subject to furnishing of all required documents /clarification and extension of time, if any, by TFL's competent authority.
- 6.3 In case any claim with regard to the wages of any labour employed by Contractor for the subject job is pending/ reported, TFL shall be fully entitled to withhold payment of final bill pending finalization of such claims.
- 6.4 Invoice for payment against Work Order /Contract shall be addressed to PDIL/Owner . The WORK Order/Contract number shall be shown on all invoices and communications.
- 6.5 All correspondence from Contractor shall be forwarded in duplicate (2 copies) to Consultant and 02 copies to Owner at following addresses:

CONSULTANT/ OWNER

Mr. R.R.Kumar/ Kailash Joshi
Add. General Manager & HOD (PM)
Mob. : +91 /9718762091
Tel no. : +91-120-2529842/43
Extn. 304/314

E-mail:
rrkumar@pdilin.com/
kjoshi@pdilin.com
Mr. Amit Singh,
COO & GM (Project)

7.0 CONTRACTOR OBLIGATION

- a) Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- b) Special safety equipment e.g. safety belts, helmets, hand gloves, goggles, safety Shoes etc. shall be provided to the personnel engaged by the contractor.
- c) In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify TFL from such liabilities.
- d) The contractor shall also undertake to obtain necessary group insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.
- e) The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.
- f) No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / TFL will terminate the contract immediately and may refer the case to police.
- g) The contractor hereby agrees to indemnify owner / TFL and harmless from all claims, demands, actions, cost and charges etc brought by any court, competent authority / statutory authorities against owner/TFL.

8.0 INSURANCE

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by consultant at his cost.

9.0 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s Talcher Fertilizers Limited, and that M/s Talcher Fertilizers Limited, is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s Talcher Fertilizers Limited is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/ Contractor expressly agrees, acknowledges and understands that M/s Talcher Fertilizers Limited is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

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Section-VI

TERMS OF REFERENCE / SCOPE OF WORK

**JOB: FEASIBILITY REPORT & ROUTE SURVEY FOR
ASH HANDLING PLANT, TFL**

**PROJECT: INTEGRATED COAL BASED FERTILIZER
COMPLEX AT TALCHER, ANGUL, DISTRICT-
ODISHA, INDIA**

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1.0 INTRODUCTION

M/s Talcher Fertilizers Ltd. (TFL), *hereinafter also referred to as “OWNER”* A joint venture company of four major Public Sector Units – M/s GAIL (India) Limited (GAIL), M/s Rastriya Chemicals & Fertilizers Ltd. (RCF), M/s Coal India Ltd. (CIL) and M/s Fertilizers Corporation of India Ltd. (FCIL) has decided to build a world class Coal based fertilizer complex. The fertilizer complex is to be built at **Talcher, Angul District, Odisha (India)** and will consist of Coal Gasification Plant, Ammonia Plant and Urea Plant, Steam generation plant along with Offsite and Utility Plants.

As fertilizer complex will be Coal based, ash and slag to be generated from coal gasification plant and steam generation plant. For proper handling of ash & slag, an Ash handling plant has been envisaged.

2.0 OBJECTIVE & SCOPE OF WORK OF FEASIBILITY STUDY

Following ash and slag shall be generated from the coal gasification and steam generation plant as listed below:

- (a) Fly ash from coal gasification plant (CGP) and steam generation plant (SGP).
- (b) Slag from coal gasification plant.
- (c) Bed ash from steam generation plant.

M/s Talcher Fertilizers Ltd. (TFL) desire to appoint consultant to explore the possibility for safe & convenient disposal of ash & slag.

M/s Talcher Fertilizers Ltd. (TFL) has been allotted with “abandoned” coal mine approx 15 km away from Fertilizer complex for safe disposal of ash & slag generated in fertilizer complex.

Fly ash generated from coal gasification plant will be stored in a dedicated silo with 1(one) day storage capacity, installed inside plant battery limit. Using pneumatic conveying, Fly ash will be transferred from silo of CGP to silo installed in B/L of SGP (OWNER’S scope).

Fly ash and Bed ash generated from SGP will be stored in dedicated silos (Two for fly ash and one for bed ash) with 1 day capacity each installed inside SGP battery limit (OWNER’S scope).

All (4) four silos (three in SGP and one in CGP) mentioned above will have provision of truck loading facility, same provision can be utilized for transfer of

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ash from silo to allotted “abandoned” coal mine by truck for safe disposal. No. of silos may change during detail engineering.

The slag produced from CGP will be transferred through conveyor to hopper of tentative capacity 60MT within CGP battery limit. This hopper has the provision of truck loading facility along with conveying facility. Same provision can be utilized for transfer of slag to safe disposal in allotted “abandoned” coal mine with the help of truck.

Ash pond has also been considered for storage of considered for storage of 15 day period with in plant Battery limit. The Ash pond/Slag dump-yard facility has been divided into two sections, one for fly-ash & bottom ash and another section for Slag disposal. During any emergency condition, Ash /Slag will be transferred to this ash pond. To reclaim storage in Ash pond/Slag dump-yard facility, dumped ash/slag to be transferred to “abandoned” coal mine. Stored ash/slag shall also be transferred to the abandoned mine through truck/pipeline (bidder to explore the possibility).

Following mode of transport has been envisaged for transfer of fly ash, bed ash & slag to allotted “abandoned” coal mine:-

- (a) Through Pipeline
- (b) By road transport (truck)
- (c) ASH & SLAG disposal through closed belt conveying system

Bidder will suggest transportation of fly ash, bed ash and slag to abandoned mines through pipeline/ truck considering best practices of environmental considerations and better economic way.

Bidder to carryout route survey from Fertilizer complex to allotted “abandoned” coal mine for both truck transfer and pipeline transfer.

Quantity of generated ash from coal gasification and steam generation plant as given below:-

Sr no.	Description	Generated quantity per hour	Generated quantity per day
1	Fly ash from Coal gasification	10 MT/hr	240 MT/day
2*	Fly ash from steam generation plant (estimated)	78 MT/hr	1872 MT/day
3	Slag from coal gasification	120 MT/hr	2880 MT/day
4*	bed ash from steam generation	16 MT/hr	384 MT/day

	plant (estimated)		
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Note- the figures mention against sr. no. 2&4 are tentative same shall be confirmed after received of vendor data.

Quality Parameter (tentative) for bed ash and fly ash from steam generation plant is given below:-

Sieve analysis, % by mass (Using IS : Sieve)	BED ASH	FLY ASH
+4.75 mm to + 25 mm	7.8	-
-4.75 mm + 2.36 mm sieve	13.7	-
-2.36 mm + 1.18 mm sieve	10.9	-
-1.18 mm + 600 micron sieve	10.0	-
-600 micron + 300 micron sieve	20.0	-
-300 micron +150 micron sieve	23.4	-
-150 micron + 75 micron sieve	9.50	2.5
-75 micron + 63 micron sieve	3.80	7.5
-63 micron sieve	0.90	90

Quality Parameter (tentative) for slag and fly ash from coal gasification plant is given below:-

Material	Physical data	Particle size distribution (typical)	Composition
Slag	Bulk Density (kg/m ³) ~ 1500	95% < 5.0 mm, 80% < 2.0 mm, 60% < 1.0 mm, 30% < 0.5 mm, 10% < 0.1 mm	Carbon content <1 wt% Moisture content: 10-20 wt% Mineral content: 80-90 wt%
	Particle Density (kg/m ³) ~ 2500 (Abrasive, sticky)		

Fly Ash Particle Size Distribution		Physical data	Composition	
Particle size	Differential PSD (% wt)	Fly ash bulk density (kg/m ³) 300-700	Moisture-Free Composition, wt%	
< 20 microns	75 - 95			
< 10 microns	60 - 90		Carbon content wt%	< 5
< 5 microns	45 - 80	Fly ash particle		

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< 2 microns	25 - 40	density (kg/m ³) 2000 - 2400	Mineral content wt%	> 95
< 1 micron	10 - 20			

2.1 Scope of work shall include but not limited to following:-

- I. A feasibility study report to be done for transfer of Ash & Slag through pipeline, by road (trucks) and through closed belt conveying to abandon allotted mines.
- II. Feasibility study report should consist of Route survey from Fertilizer complex to allotted abandoned coal mines through all mode of transport as mentioned above to ensure last mile connectivity.
- III. Allotted “abandoned” coal mine shall be shared with existing NALCO slurry pipeline, bidder to study route considering following case:
 - a) Common ROU with NALCO.
 - b) Independent.
- IV. Bidder shall also suggest shortest possible route of truck transfer & proper facility i.e. Terminal point for disposal required for ash/ slag unloading and disposal through truck at allotted “abandoned” coal mine. Study shall also include modification (if required) of existing route, identification of obstructions like encroachment, rail road crossing, bottlenecks, etc.
- V. M/s TFL desire to get feasibility study done for transfer of ash to allotted “abandoned” coal mine through pipeline. Bidder to carryout comparative study & suggest technology available in market i.e. thick slurry method, thin slurry method, etc.
- VI. A comparative study of feasibility of mode of transfer by truck, pipe line and closed belt conveying method. Recommendation of feasibility of mode of transportation shall be provided by bidder in report.
- VII. Feasibility report shall consist following technical aspects mainly:
 - a) Basic Engineering
 - b) Process flow sheet complete disposal scheme
 - c) Philosophy of ash & slag shifting /lifting /slurrification at TFL site.
 - d) List of Equipment required both at fertilizer complex site & abandoned allocated mine site with specifications.
 - e) Requirement of utilities like water, Power etc both at fertilizer complex site & abandoned allocated mine site.

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- f) Infrastructure required for all mode of transport including cost of equipment's required at abandoned allocated mine sites.
- g) Cost benefit analysis of transfer of ash & slag through trucks viz a viz Pipeline viz a viz closed belt conveying.
- h) Recommendation.

VIII. Market Study for consumption of fly ash & slag in nearby area through sale and Land reclamation /Dyke embankment in safe manner along with future utilization if any.

IX. Statutory requirement and compliance of Environment Regulation.

Proposed scheme will be based on advance energy efficient technology. Bidder shall also provide information about compliance necessary for environment related statutory requirement and guidance related to methodology to be adopted for this compliance.

X. Project capital cost & operating cost should consist of:

- a) Overall summary sheet as well as break up of project cost, plant & machinery, process units and utilities & offsite cost along with basis of cost estimates for each equipment with breakup of applicable taxes and duties.
- b) Start- up expenses.
- c) Estimate for Civil, electrical materials, piping, structural, instrumentation materials.
- d) Manpower estimates.
- e) Environmental considerations.
- f) Logistics
- g) Project implementation strategy and project schedule.
- h) Conclusions & recommendations.

2.2 The consolidated report shall tentatively contain following chapters but not limited to these:

- Project at a glance
- Executive summary
- Introduction
- Project scope
- Comparison of available market technology along with recommendation

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- Statutory requirements
- Environmental management plan
- Project capital cost
- Financial analysis
- Benefits and risks

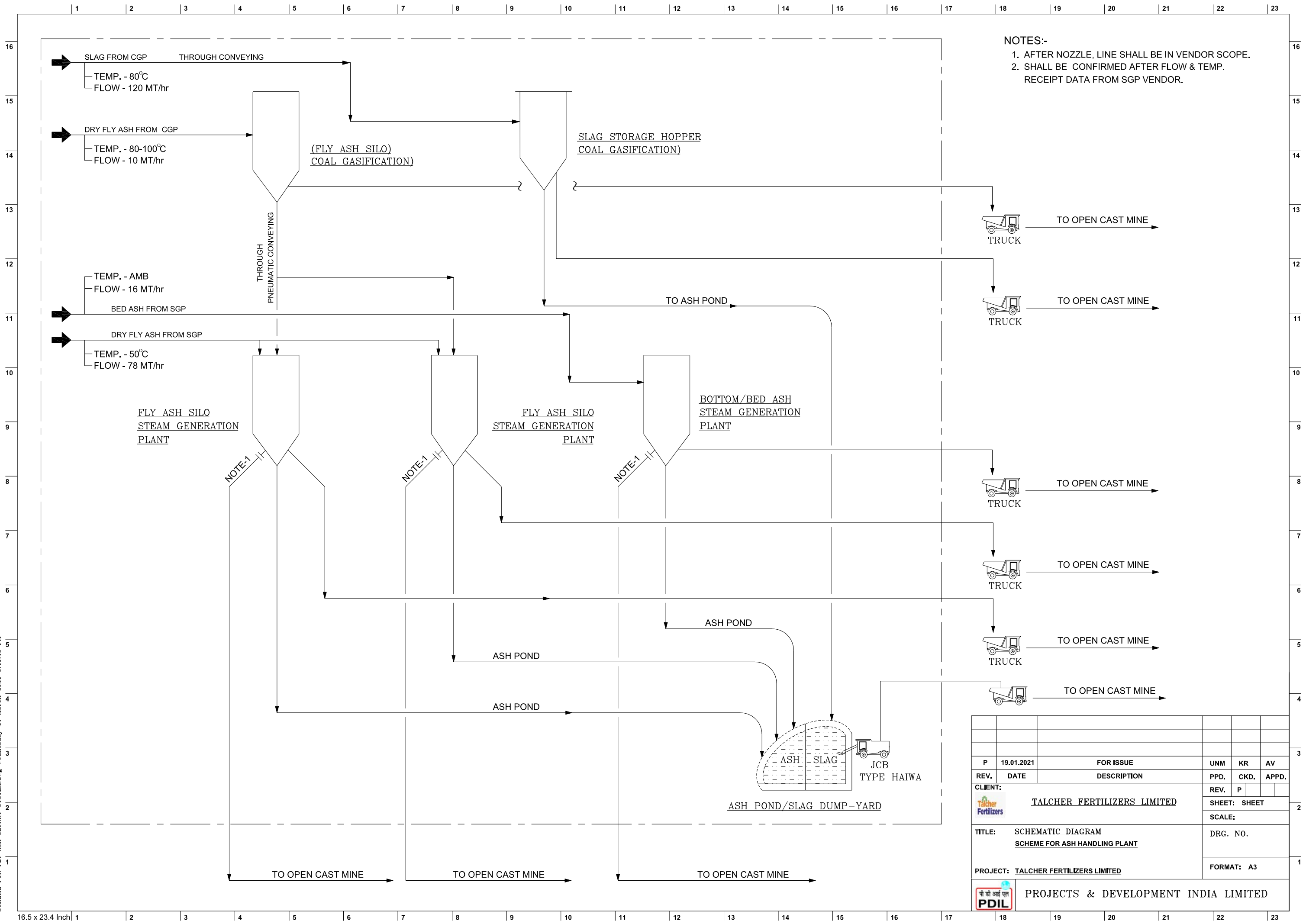
The draft report so prepared shall be submitted to Owner/PDIL for their review and comments. The final report will be compiled and submitted after suitably incorporating the comments/observations received from TFL/PDIL.

3.0 Deliverables:


Followings shall form the part of deliverables under these projects:

- a) Soft copy of draft detailed feasibility report along with editable excel sheet of financial model.
- b) Four (4) hard copy of final detailed feasibility report along with editable excel sheet of financial model suitably incorporating TFL comments.
- c) Soft copy (TWO DVD) of final report and all back up information in PDF format.

SCHEME FOR FLY ASH SLURRY SYSTEM.dwg Wednesday 24 March 2021 5:41:45 PM



NOTES:-
 1. AFTER NOZZLE, LINE SHALL BE IN VENDOR SCOPE.
 2. SHALL BE CONFIRMED AFTER FLOW & TEMP. RECEIPT DATA FROM SGP VENDOR.

P	19.01.2021	FOR ISSUE	UNM	KR	AV
REV.	DATE	DESCRIPTION	PPD.	CKD.	APPD.
CLIENT: TALCHER FERTILIZERS LIMITED			REV.	P	
TITLE: SCHEMATIC DIAGRAM SCHEME FOR ASH HANDLING PLANT			SHEET: SHEET		
PROJECT: TALCHER FERTILIZERS LIMITED			SCALE:		
			DRG. NO.		
			FORMAT: A3		
 PROJECTS & DEVELOPMENT INDIA LIMITED					

SECTION-VII
SCHEDULE OF RATES