

DETAILED LETTER OF ACCEPTANCE

DLOA No.: TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24

March 2, 2024

M/s Fortune Enterprises
Plot No 52, Sector-30,
Near Shivam Hospital,
Gurugram-122002, Haryana,

Tel. No. - 0124-4192460
Mob. No. - 09911736464
Email ID - fortunehr26@gmail.com

Kind Attn.: MR. VIJAY KUMAR, PROPRIETOR

Sub: Detailed Letter of Acceptance (DLOA) for "Balance Electrical Works (Supply & Erection) for Plant Lighting on Works Contract basis at Talcher, Angul district, Odisha for Talcher Fertilizers Limited"

Ref.:

1. NIT / Tender Document No. **PNPM/PC-183/E-8005/NCB** dated **18.07.2023** [E-Tender ID: 2023_PDIL_762509_1] issued by PDIL (on behalf of TFL) and associated Amendment, if any for "Balance Electrical Works (Supply & Erection) for Plant Lighting on Works Contract basis at Talcher, Angul district, Odisha for Talcher Fertilizers Limited".
2. Your Offer No. Fortune/TFL/23-24/001 DTD 07.08.2023 (E Bid No. 2859555) and all subsequent Correspondences received against above referred Tender and its associated Amendment, if any.
3. Our FOA (Fax of Acceptance) No. TFL/TAL/C&P/ELECTRICAL WORKS FOA-007/23-24 dated 06.11.2023

Dear Sir / Madam,

Further to our FAX OF ACCEPTANCE (FOA) No. TFL/TAL/C&P/ELECTRICAL WORKS FOA-007/23-24 dated 06.11.2023, we are pleased to issue this "Detailed Letter of Acceptance (DLOA)" for "Balance Electrical Works (Supply & Erection) for Plant Lighting on Works Contract basis at Talcher, Angul district, Odisha for Talcher Fertilizers Limited". The 'Detailed Letter of Acceptance' shall be executed strictly in accordance with the terms and conditions set out below:

1.0 SCOPE OF WORK/TECHNICAL SPECIFICATIONS:

Please refer Section VI of tender document (Tender No. PNPM/PC-183/E-8005/NCB dated 18.07.2023 and its associated Amendment, if any, floated by PDIL on behalf of TFL).



2.0 CONTRACT VALUE:

The total estimated Contract value shall be **INR 5,42,35,405/-** (Indian Rupees Five Crores Forty Two Lakhs Thirty Five Thousand Four Hundred Five Only) excluding GST and **INR 6,39,97,778/-** (Indian Rupees Six Crores Thirty Nine Lakhs Ninety Seven Thousand Seven Hundred Seventy Eight Only) including GST (presently @18%). Detailed SCHEDULE OF RATES (SOR) is attached as **Annexure – C**.

3.0 FIRM PRICE:

The unit rates appearing in the detailed SCHEDULE OF RATES (SOR) [Annexure-C] shall remain FIRM AND FIXED and valid until completion of the Contract and will not be subject to variation on any account, except specifically mentioned elsewhere in the tender document.

Any new taxes & Duties, if imposed by the State/ Govt. of India after due date of bid submission but before the Contractual Delivery Date, shall be reimbursed to the contractor on submission of documentary evidence for proof of payment to State/ Govt. Authorities and after ascertaining it's applicability with respect to the contract. If any new taxes and/or duties are imposed beyond Completion/ Contract period for reasons not due to Owner's default, such taxes and duties shall be to Contractor's account.

If any new taxes and/or duties are imposed beyond Completion/ Contract period for reasons not due to Owner's default, such taxes and duties shall be to Contractor's account. If any new taxes and/or duties are imposed beyond Completion / Contract period for reasons due to Owner's default, such taxes and duties shall be to Owner's account.

Other terms and conditions w.r.t. statutory variation in taxes and duties shall be as per tender document and its associated Amendment(s).

4.0 TERMS & CONDITIONS:

This DLOA is strictly subject to all terms and conditions contained in the tender document No. PNP/PC-183/E/8005/NCB dated 18.07.2023 and its associated Amendment, if any, issued against the NIT.

5.0 COMPLETION PERIOD:

Contractor shall be required to complete the WORK under the CONTRACT as mentioned below:

Completion Period / Completion Schedule	08 (Eight) Months from date of issuance of FOA (Fax of Acceptance) i.e. 06.11.2023)
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The basic consideration and essence of the Contract is the strict adherence to the Time schedules for performing the specified works as stipulated in the Contract.

If at any time, the Owner/ Consultant is of opinion that the Contractor has fallen behind the approved construction schedule, the Owner/ Consultant may, without any cost to Owner/ Consultant, require the Contractor to take such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on holidays and Sundays or increase



the capacity of his construction plant and equipment and require him to submit evidence demonstrating the manner in which the Contractor proposes to comply with the construction schedule. Failure of the Contractor to comply with the above will be considered a failure to execute the work with due diligence.

All other Terms & Conditions related to "Completion Period / Completion Time / Time Schedule" shall be as per tender document and its associated Amendment, if any.

6.0 PRICE REDUCTION SCHEDULE (PRS)

Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 of GCC or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

The decision of the OWNER in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

Please also refer Clause No. 50 of Section-III of Tender document (Provision regarding invoice for reduced value or credit note towards PRS).

All other Terms & Conditions related to "PRS" shall be as per tender document and its associated Amendment(s).

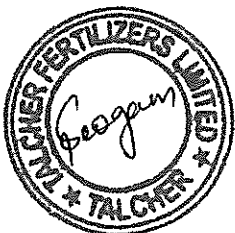
7.0 TAXES AND DUTIES:

Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor of Goods / Services only. Supplier of Goods / Services (Service Provider) providing taxable service shall issue an Invoice/ Bill/ e-Invoice, 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 Contractor of Goods / Services (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, OWNER may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

The quoted price includes all taxes, duties, levies etc., as applicable at prevailing rates. In case, contractor has not included any such taxes, duties, levies etc., at all and/or at prevailing rates (deliberately or otherwise) and it becomes leviable during execution of the contract, then contractor has to pay all such taxes, duties, levies etc. and OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to the CONTRACTOR.

All other Terms & Conditions related to contract value / price & taxation shall be as per the tender document and its associated Amendment(s).



8.0 CONTRACT AGREEMENT:

A "Contract Agreement" [as per **Format F-23 (i.e. "PROFORMA FOR CONTRACT AGREEMENT")**] of Tender document] on Non-Judicial stamp paper (of appropriate value) shall be executed between the OWNER and the CONTRACTOR within fifteen (15) days from the date of issuance of FOA (i.e. 06.11.2023). The cost of stamp paper shall be borne by CONTRACTOR.

CONTRACTOR shall sign the CONTRACT AGREEMENT (in duplicate) and submit to the OWNER. OWNER shall sign both the copies and return one copy to the CONTRACTOR and retain the other copy. The CONTRACT AGREEMENT shall be signed by an authorized officer of the CONTRACTOR.

Note: Contract Agreement has already been executed between TFL and Contractor and a copy of the same is placed at **Annexure-A** of this DLOA.

9.0 TERMS OF PAYMENT:

The 'Terms of Payment' shall be governed by the terms enumerated in Clause No. 40.0 of SCC (Section-V) of the Tender Document and its associated Amendment, if any.

PAYING AUTHORITY

Director (Finance),
Talcher Fertilizers Limited
Administrative Building
Talcher, Post: Vikrampur,
Dist: Angul, Pincode: 759106
Odisha.

Any other provision related to "Terms of Payment / Payment Terms" shall be as per the tender document and its associated Amendment(s).

10.0 COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE

11.0 Compliance to DMI & SP (Domestically Manufactured Iron & Steel Products) Policy

The above Policy shall be as per Gazette notification dated 29th May, 2019 and its subsequent Amendment attached as Appendix-I to Section-II (Bid Evaluation Criteria & Evaluation Methodology) of Tender Document and its associated Amendment(s). Contractor shall ensure compliance to the DMI&SP policy.

12.0 Compliance to "Public Procurement (Preference to Make in India) Order 2017"

You have given undertaking in your bid document that you are to be considered as a "Local supplier" under "Public Procurement (Preference to Make in India) Order 2017" by virtue of meeting the mandatory minimum Local Content requirement of 50% specified in the said policy. Accordingly, the provisions of the said policy dated 16.09.2020 as attached with the tender document and its associated Amendment(s) shall be applicable for this contract.



13.0 DEFECT LIABILITY PERIOD:

Defect Liability Period shall be 12 months from the date of completion of works in all respects as declared by EIC.

All other Terms & Conditions related to "Defect Liability Period" shall be as per the tender document and its associated Amendment(s), if any.

14.0 CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD)

The CONTRACTOR shall furnish Contract Performance Security / Security Deposit to the EMPLOYER, within 30 days from the date of issuance of 'Fax of Acceptance'. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Letter of Credit or Bank Guarantee as per **Form F-4** and shall be in the currency of the Contract.

The value / amount of Contract Performance Security/ Security Deposit shall be as under:

(a) CPS / SD @10% of Total order / contract value (excluding GST) within 30 days of from the date of issuance of 'Fax of Acceptance'.

Or

(b) Initial Security Deposit (ISD) @ 5% of Total Contract value (excluding GST) within 30 days from the date of issuance of 'Fax of Acceptance' and deduction @ 10% of the RA Bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of total contract value (excluding GST).

The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of the equipment. For other details, please refer Clause No. 38 of Section – III of Tender i.e. Instructions to Bidders.

The original "Contract Performance Security (CPS) / Security Deposit (SD)" (by way of Bank Guarantee or Demand Draft or Banker's Cheque or Insurance Surety Bond or Fixed Deposit Receipt or Letter of Credit) shall be sent to following address:

Mr. Sura Deogam,
Dy. Manager (C&P)
Administrative Building
Talcher Fertilizers Limited,
Talcher, Post: Vikrampur,
Dist. Angul, Pin - 759106
Odisha

Note:

- In case CPS is submitted by way of Bank Guarantee, the non-judicial Stamp paper of appropriate value only or equivalent document value shall have to be purchased in the name of the bank executing the bank guarantee and not in the name of the CONTRACTOR.
- In case CPS is submitted by way of Bank Guarantee/IMPS/NEFT/RTGS/SWIFT etc., the bank details of TFL is as under—

Account holder's name: Talcher Fertilizers Limited



Bank Name: State Bank of India
Branch: CAG II, New Delhi
Account Number: 41256023769
Type (Current/Saving): Current
IFSC code: SBIN0017313

All other Terms & Conditions related to Contract Performance Security (CPS) / Security Deposit (SD)" shall be as per the tender document and its associated Amendment(s).

15.0 AHR (ABNORMALLY HIGH RATE) ITEMS

The list of AHR items is attached as **Annexure - D**.

The payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- i) Rates as per SOR, attached with this DLOA.
- ii) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover contractor's supervision profit, overhead & other expenses.

All other Terms & Conditions related to "AHR (Abnormally High Rate) Items" shall be as per the tender document and its associated Amendment(s).

16.0 ENGINEER-IN-CHARGE (EIC):

EIC shall be Mr. Sanjeev Kumar, DGM (Electrical), PDIL, Mobile No. 09818355876, E-mail: sanjeevkumar@pdil.co.in

You are requested to contact above mentioned official for further instructions.

17.0 INTEGRITY PACT AGREEMENT

INTEGRITY PACT shall be applicable for this contract. The Integrity Pact Agreement is placed at **Annexure - E**.

18.0 BANK DETAILS:

The Bank Detail of M/s Fortune Enterprises is attached as **Annexure-F**.

19.0 POST ORDER CORRESPONDENCE

(A) Head Office (PDIL-Noida)

TO,
Mr. Kailash Joshi
Project Manager,
M/s Projects & Development India Limited,



P.D.I.L Bhawan, A-14, Sector-1,
Noida -201301
E-Mail: kjoshi@pdilin.com

COPY TO:

- (1) Mr. Sanjeev Kumar
Engineer-In-Charge / DGM (Electrical), PDIL
Administrative Building
Talcher Fertilizers Limited,
Talcher, Post: Vikrampur,
Dist. Angul, Pin - 759106
Odisha
E-Mail: sanjeevkumar@pdil.co.in
- (2) Mr. S. Mishra,
COO (U/S)
Administrative Building,
Talcher Fertilizers Limited
Talcher, Post: Vikrampur,
Dist. Angul, Pin – 759106
Odisha
E-Mail: coous@tflonline.co.in / smishra@tflonline.co.in
- (3) Mr. S. K. Dash, CM (Electrical) / Mr. S. R. Krishna, SM (Projects),
Administrative Building,
Talcher Fertilizers Limited
Talcher, Post: Vikrampur,
Dist. Angul, Pin – 759106
Odisha
E-Mail: skdash@tflonline.co.in / srkrishna@tflonline.co.in

(B) For Site Related Activities (at TFL, Talcher)

TO,
Mr. Sanjeev Kumar
Engineer-In-Charge / DGM (Electrical), PDIL
Administrative Building
Talcher Fertilizers Limited,
Talcher, Post: Vikrampur,
Dist. Angul, Pin – 759106
Odisha
E-Mail: sanjeev@pdil.co.in

COPY TO:

- (1) Mr. Kailash Joshi
Project Manager,
M/s Projects & Development India Limited,
P.D.I.L Bhawan, A-14, Sector-1,
Noida -201301
E-Mail: kjoshi@pdilin.com
- (2) Mr. S. Mishra,
COO (U/S)



Administrative Building,
Talcher Fertilizers Limited
Talcher, Post: Vikrampur,
Dist. Angul, Pin – 759106
Odisha
E-Mail: coous@tflonline.co.in / smishra@tflonline.co.in

- (3) Mr. S. K. Dash, CM (Electrical) / Mr. S. R. Krishna, SM (Projects),
Administrative Building,
Talcher Fertilizers Limited
Talcher, Post: Vikrampur,
Dist. Angul, Pin – 759106
Odisha
E-Mail: skdash@tflonline.co.in / srkishna@tflonline.co.in

20.0 OTHERS TERMS & CONDITIONS OF CONTRACT

All other terms and conditions of the contract shall be governed by Tender No. PNP/PC-183/E-8005/NCB dated 18.07.2023 and all associated Amendment(s) issued against the NIT.

This DLOA is being issued to regularize the FAX OF ACCEPTANCE No. TFLITAL/C&P/ELECTRICAL WORKS/FOA-007/23-24 dated 06.11.2023.

This Detailed Letter of Acceptance (DLOA) along with all enclosures is being issued to you in duplicate. You are requested to return to us one copy, duly signed and stamped on each page.

Thanking you,

Yours faithfully,
For M/s Talcher Fertilizers Limited,



Sura Deogam
23/03/2024
(Sura Deogam)
Dy. Mgr. (C&P)

ENCLOSURES:

1. Annexure-A Contract Agreement executed between M/s. Talcher Fertilizers Ltd. and M/s Fortune Enterprises, Haryana (3 Pages, Page No. 571 to 573)
2. Annexure-B FOA No. TFL/TAL/C&P/ELECTRICAL WORKS FOA-007/23-24 dated 06.11.2023 (2 Pages, Page No. 569 to 570)
3. Annexure-C Schedule of Rates (SOR) [9 Pages, Page No. 560 to 568]
4. Annexure-D List of AHR items (1 Page, Page No. 559)
4. Annexure-E Pre-Signed Integrity Pact Agreement (9 Pages, Page No. 550 to 558)
5. Annexure-F Bank details of M/s Fortune Enterprises, Haryana (2 Pages, Page No. 548 to 549)
6. Annexure-G Public Procurement (Preference to Make In India) Order 2017 (11 Pages, Page No. 537 to 547)






DLOA NO. TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24 dated 02.03.2024

7. Annexure-H Provision for procurement from a bidder which shares a land border with India **(2 Pages, Page No. 535 to 536)**
8. Annexure-I Complete set of Tender Document No. PNP/PC-183/E-8005/NCB dated 18.07.2023 **[534 Pages, Page No. 001 to 534]**

Annexure-A

**[Contract Agreement executed between
M/s. Talcher Fertilizers Ltd. and M/s
Fortune Enterprises, Haryana]**

000573

Bond		 Indian-Non Judicial Stamp Haryana Government 		Date : 21/11/2023	
Certificate No.	G0U2023K4196		Stamp Duty Paid : ₹ 101		
GRN No.	109654789		(Rs. Only)		
Deponent			Penalty : ₹ 0		
(Rs. Zero Only)					
Name :	Fortune Enterprises				
H.No/Floor :	52	Sector/Ward :	30	Landmark :	Na
City/Village :	Gurugram	District :	Gurugram	State :	Haryana
Phone :	98*****00				
					
Purpose : CONTRACT AGREEMENT to be submitted at Concerned office					

The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

CONTRACT AGREEMENT

DLOA/FOA No. TFL/TAL/C&P/ELECTRICAL WORKS FOA-007/23-24 dated 06.11.2023

TFL's PAN No.: AAFCT8667A

Contract Agreement for the work of "Balance Electrical Works (Supply & Erection) for Plant Lighting on Works Contract basis at Talcher, Angul district, Odisha for Talcher Fertilizers Limited" of TALCHER FERTILIZERS LIMITED made on 21.11.2023 between Fortune Enterprises having registered office at Plot No 52, Sector-30, Near Shivam Hospital, Gurugram-122002, Haryana, hereinafter called the "CONTRACTOR" (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 the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.

B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete



For FORTUNE ENTERPRISES

(Signature)

information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.

C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

AND

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right



For FORTUNE ENTERPRISES

[Handwritten signature]

to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and Delivered for and on
on behalf of EMPLOYER

Signed and Delivered for and
on behalf of the CONTRACTOR.

Geegam
TALCHER FERTILIZER LIMITED
SURA DEOGAM,
DM (CRP)



For FORTUNE ENTERPRISES
FORTUNE ENTERPRISES
[Signature]
Proprietor

Date: _____

Date: 21.11.2023

Place: _____

Place: GURUGRAM

IN PRESENCE OF TWO WITNESSES

- [Signature]*
1. SR Krishna Rayawarapu
SM (Proj-const)
- [Signature]*
2. Sourya R. Sahoo, SE (Projects)

- [Signature]*
1. Surya Nath HNO 895/22
Gandhi Nagar Gurugram
122001
Ravi Kumar
2. Ravi Kumar s/o SUBASH CHAND
PLOT NO 387 SEC 31
GURUGRAM 122001
HARYANA

Annexure-B

**[FOA No. TFL/TAL/C&P/ELECTRICAL WORKS
FOA-007/23-24 dated 06.11.2023]**

**Talcher
Fertilizers**

**तालचेर फर्टिलाइजर्स लिमिटेड
TALCHER FERTILIZERS LIMITED**
[erstwhile Rashtriya Coal Gas Fertilizers Limited]

निर्दिष्ट पहचान क्रमांक / Corporate Identification Number (CIN) : U24120OR2015PL CD15075

FAX OF ACCEPTANCE (FOA)

FOA No. TFL/TAL/C&P/ELECTRICAL WORKS/FOA-007/23-24

November 6, 2023

TO : M/S FORTUNE ENTERPRISES
ATTN : MR. VIJAY KUMAR, PROPRIETOR
TEL. NO. : 0124-4192460
MOB. No. : 09911736464
E-MAIL : fortunehr26@gmail.com
FROM : MR. SURA DEOGAM, DY. MANAGER (C&P)

- PLEASE REFER TO (A) TENDER NO. PNP/PC-183/E-8005/NCB DATED 18.07.2023 [E-TENDER ID: 2023_PDIL_752509_1] FLOATED BY PDIL (ON BEHALF OF TFL) FOR "BALANCE ELECTRICAL WORKS (SUPPLY & ERECTION) FOR PLANT LIGHTING ON WORKS CONTRACT BASIS AT TALCHER, ANGUL DISTRICT ODISHA FOR TALCHER FERTILIZERS LIMITED" AND ITS SUBSEQUENT AMENDMENTS, IF ANY (B) YOUR OFFER NO. FORTUNE/TFL/23-24/001 DATED 07.08.2023 (E-BID NO. 2859555) AND (C) ALL SUBSEQUENT CORRESPONDENCES THEREOF.
- BASED ON ABOVE, WE ARE PLEASED TO ISSUE THIS "FAX OF ACCEPTANCE (FOA)" AT A TOTAL ESTIMATED CONTRACT VALUE OF INR 5,42,35,405/- (INDIAN RUPEES FIVE CRORES FORTY TWO LAKHS THIRTY FIVE THOUSAND FOUR HUNDRED FIVE ONLY), EXCLUSIVE OF GST AND INR 6,39,97,778/- (INDIAN RUPEES SIX CRORES THIRTY NINE LAKHS NINETY SEVEN THOUSAND SEVEN HUNDRED SEVENTY EIGHT ONLY) INCLUSIVE OF GST, PRESENTLY @18%.
- COMPLETION PERIOD:**
COMPLETION PERIOD SHALL BE 8 (EIGHT) MONTHS RECKONED FROM DATE OF ISSUANCE OF THIS FAX OF ACCEPTANCE (FOA).
- CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD):**
YOU ARE REQUIRED TO SUBMIT CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD) WITHIN 30 DAYS FROM THE DATE OF ISSUANCE OF THIS FOA IN LINE WITH CLAUSE NO. 38 OF ITB (INSTRUCTION TO BIDDERS) OF TENDER DOCUMENT AND AMENDMENTS THEREOF, IF ANY.

For FORTUNE ENTERPRISES

Vijay Kumar
Proprietor



Project Office: GAIL Training Institute, 3rd Floor, PARC Building, Plot No. 24, Sector-18A, Noida-201301
Registered Office: Plot 2/11, Kalpana Area, BJB Nagar, Khardha, Bhubaneswar - 751014.

FOA NO. TFL/TAL/C&P/ELECTRICAL WORKS/FOA-007/23-24 DATED 06.11.2023

5. CONTRACT AGREEMENT:

YOU ARE REQUIRED TO SUBMIT CONTRACT AGREEMENT WITHIN 15 DAYS FROM THE DATE OF ISSUANCE OF THIS FOA, ON NON-JUDICIAL STAMP PAPER IN LINE WITH CLAUSE NO. 37 OF ITB (INSTRUCTION TO BIDDERS) OF TENDER DOCUMENT AND AMENDMENTS THEREOF, IF ANY.

6. INTEGRITY PACT:

THIS CONTRACT SHALL BE GOVERNED BY INTEGRITY PACT AS ATTACHED WITH THE TENDER DOCUMENT.

7. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY:

YOU HAVE GIVEN UNDERTAKING IN YOUR BID DOCUMENT THAT YOU ARE TO BE CONSIDERED AS A "LOCAL SUPPLIER" UNDER "PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017" BY VIRTUE OF MEETING THE MANDATORY MINIMUM LOCAL CONTENT REQUIREMENT OF 50% SPECIFIED IN THE SAID POLICY. ACCORDINGLY, THE PROVISIONS OF THE SAID POLICY DATED 16.09.2020 AS ATTACHED WITH THE TENDER DOCUMENT SHALL BE APPLICABLE FOR THIS CONTRACT.

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER TENDER NO. PNPM/PC-183/E-8005/NCB DATED 18.07.2023 [E TENDER ID: 2023_PDIL_762509_1] AND ALL ASSOCIATED AMENDMENTS ISSUED THEREOF AGAINST THE TENDER. A DETAILED LETTER OF ACCEPTANCE (LOA) SHALL FOLLOW.

YOU ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS FOA.

FOR TALCHER FERTILIZERS LIMITED

For FORTUNE ENTERPRISES



Proprietor

(SURA DEOGAM)
DM (C&P)



Annexure-C

[Schedule of Rates (SOR)]

ANNEXURE 'C' TO DLOA No. TFL/TA/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED 02.03.2024
SCHEDULE OF RATES (SOR)

Sl.No	Description of Work / Item(s)	RATE AND AMOUNT IN INDIAN RUPEES		TOTAL AMOUNT EXCLUDING GST
		QUANTITY	UNITS	
1.00	SUPPLY (PART- A) :			
2.00	CABLES (LT) Supply of 1.1 KV Grade, XLPE Insulated, PVC Inner Sheath, Armoured, FRLS PVC outer sheathed cables as specified in Technical Specification Doc. No. FC183-TS-0801.			
2.01	3.5C x 150 mm ² (Al)	1499.00	Mtrs.	1025.00
2.02	3.5C x 120 mm ² (Al)	3072.00	Mtrs.	925.00
2.03	4C x 16 mm ² (Al)	6290.00	Mtrs.	350.00
2.04	3C x 2.5 mm ² (Cu)	58.00	Mtrs.	225.00
3.00	MISCELLANEOUS ITEMS Supplying the following Equipment as per directions of Site Engineer / Engineer-In-Charge			
3.01	Supply of LT megger with following features: i) Test Voltage upto 1KV with 20% accuracy. ii) Selectable test voltages from 50V to 1KV with AC voltage measurement upto 600V. iii) LCD display. iv) Self discharge function. v) Timer facility. vi) Automatic Polarisation Index calculation. vii) To have guard wire system. viii) Safety rating: CAT III 1000V, CAT IV 6000. ix) Short circuit current > 200mA. x) Continuity function (200 mA). xi) Insulation test range upto 2Gohm. Megger/Reputed equivalent	1.00	Nos.	35000.00
3.02	Supply of Earth megger with following features: i) Resistance range from 0-20 ohms, 0-2000 ohms and 0-20 Kilo ohms. ii) Audible Alarm. iii) LCD display. iv) Resistance measurement with 1% accuracy. v) Chargeable battery operated. Make-Megger/Reputed equivalent	1.00	Nos.	13500.00



ANNEXURE 'C' TO DLOA No. TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED 02.03.2024
SCHEDULE OF RATES (SOR)

Sl.No	Description of Work / Item(s)	RATE AND AMOUNT IN INDIAN RUPEES			
		QUANTITY	UNITS	UNIT PRICE	
				TOTAL AMOUNT EXCLUDING GST	
3.03	Supply of Multi-meter with following features: i) Voltage - upto 1000V AC/DC. ii) Current - upto 10A AC/DC. iii) True RMS accuracy (DC-0.05%, AC-0.7%). iv) Resistance - upto 50 M ohm (accuracy 0.2%). v) Capacitance - upto 9999 μ F (accuracy 0.1%). vi) Temperature without probe range (-200 to 1090 °C) and with probe (-40 to 260 °C). vii) Safety rating CAT III 1000V, CAT IV 600V. Make: Fluke/yokogawa/Reputed equivalent	1.00	Nos.	280000.00	280000.00
3.04	Supply of Tong Tester with following features: i) Flexible current probe can measure upto 2.5KA AC. ii) Fixed jaw capacity to measure AC/DC upto 1KA. iii) True RMS, Mean, Max., Avg. etc. iv) 1KV AC/DC voltage measurement. v) Resistance measurement. vi) Remote display feature. vii) safety rating CAT III 1000V, CAT IV 600V. Make: Fluke/yokogawa/Reputed equivalent	1.00	Nos.	150000.00	150000.00
4.00	TWO YEARS OPERATION & MAINTENANCE SPARES (Item wise unit prices of following spares for two years operation and maintenance along with recommended quantity shall be quoted.)				
4.01	LIGHTING FIXTURE:LED Driver of Each type	20.00	Nos.	3500.00	70000.00
4.02	LIGHTING FIXTURE:Heat resistant toughened glass cover of each type	50.00	Nos.	1500.00	75000.00
4.03	LIGHTING FIXTURE:Cable glands of each type	50.00	Nos.	500.00	25000.00
4.04	LIGHTING FIXTURE:Allen keys of different sizes as applicable.	3.00	Nos.	500.00	1500.00
4.05	INTERLOCKING SWITCH SOCKET & PLUG: Switch of each rating	2.00	Nos.	4500.00	9000.00
4.06	INTERLOCKING SWITCH SOCKET & PLUG: Fuse base of each rating	2.00	Nos.	1500.00	3000.00
4.07	INTERLOCKING SWITCH SOCKET & PLUG: Fuse of each rating	2.00	Nos.	1500.00	3000.00
4.08	INTERLOCKING SWITCH SOCKET & PLUG: Plug Top	2.00	Nos.	1500.00	3000.00
4.09	FPB: 250 A 4P MCCB	1.00	Nos.	250000.00	250000.00



ANNEXURE 'C' TO DLOA No. TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED 02.03.2024
SCHEDULE OF RATES (SOR)

Sl.No	Description of Work / Item(s)	RATE AND AMOUNT IN INDIAN RUPEES		
		QUANTITY	UNITS	UNIT PRICE
				TOTAL AMOUNT EXCLUDING GST
4.10	FPB: 125 A TPN MCCB	1.00	Nos.	10500.00
4.11	FPB: 125 A TPN Contactor	1.00	Nos.	9289.89
4.12	FPB: 63 A TPN MCCB	1.00	Nos.	10500.00
4.13	FPB: Terminal block for 63A	10.00	Nos.	16490.00
4.14	FPB: Timer	2.00	Nos.	3500.00
4.15	FPB: Indication Lamp (each type & colour)	3.00	Nos.	450.00
5.00	ELECTRICAL SUPPLY & SERVICE (Composite) PART-B:			
6.00	WP DISTRIBUTION BOARDS: Supply, storage at site, handling, erection, transportation from store to site of installation, installation, testing and commissioning, of flameproof/weather proof (IP-65) distribution board suitable for wall / structure mounting, Outdoor type and the same shall be suitable for DIN rail mounting MCCBs/RCCBs etc. with provision of both (top & bottom) entry with 3 Nos. LED phase indicating lamps in incomers, as per technical specification for lighting purpose including connection and termination of power cables, earthing wire and conduits etc. including supply & installation of double compression cable glands, suitable cable lugs & flameproof plugs for sealing all spare entries, connection and termination of all power cables, complete as per drawings, specifications and direction of the Site Engineer, including the cost of all labour, tools, consumable materials etc. complete in all respect.			
6.01	415 V, 3 Ph & N, weatherproof (IP 65), wall/structure mounted sheet steel enclosed Feeder pillar box consisting of 1 nos. incoming 125A 4P MCCB incomer with RYB indications and 6 nos. 63A TPN MCCB outgoing feeders as indicated in attached SLD for feeder pillar box enclosed with Technical specification PC 183-TS-0801.	13.00	Nos.	125000.00
6.02	415 V, 3 Ph & N, weatherproof (IP 65), wall/structure mounted sheet steel enclosed Feeder pillar box consisting of 1 nos. incoming 250A 4P MCCB incomer with RYB indications and 4 nos. 125A TPN MCCB outgoing feeders as indicated in attached SLD for feeder pillar box enclosed with Technical specification PC 183-TS-0801.	4.00	Nos.	250000.00
7.00	LT CABLE JOINT (1-1 KV): Supply & making straight through joints on Al/Cu conductor XLPE insulated armoured cable including the supply of required materials such as cable jointing kit (of heat shrinkable sleeve type of Raychem make, materials), labour, tools and tackles, consumables etc. as per drawings, specification and directions of Site Engineer / Engineer-in-Charge.			
7.01	Power cables LT: OD above 20 mm and upto 40 mm	15.00	Nos.	3500.00
7.02	Power cables LT: OD above 40 mm and upto 60 mm	20.00	Nos.	5000.00



ANNEXURE 'C' TO DLOA No. TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED 02.03.2024

SCHEDULE OF RATES (SOR)

Sl.No	Description of Work / Item(s)	RATE AND AMOUNT IN INDIAN RUPEES		
		QUANTITY	UNITS	TOTAL AMOUNT EXCLUDING GST
8.00	LIGHTING POLES:			
8.01	Supply, storage at site, handling, erection, transportation from store to site of installation, Erection and commissioning of hot dipped galvanised mild steel tubular swaged lighting poles 7M high ground mounted lighting poles (for 60W/90W LED fixtures) suitable for wind velocity of 180 Km/hr and along with suitable pole junction box, cable glands and lugs, including supply and installation of earthing conductor of 25x6 mm GI strip/8 SWG GI wire nuts, bolts as specified in specification as well as transportation of required items at site and installation of poles, supply & installation of Weatherproof pole junction box (with 4 cable entries) having 8 Nos., 6A, 440V shrouded terminal, supply of requisite double compression glands/ suitable lugs with looping arrangement and termination of 2nos. 3C X 2.5 sq. mm. & 2 nos. 4 x 16 sq. mm armoured Cu/Al PVC/XLPE insulated cable from JB to light fitting/cable termination, necessary hardware required for excavation, providing concrete foundation (ratio of cement : sand : stone chips = 1:2:4) for ground installation, disposal of surplus earth within 30 m lead, earthing and painting with all labour to make installation complete in all respect as per instruction and directions of Engineer-in-charge.	96.00	Nos.	2256000.00
8.02	Supply, storage at site, handling, erection, transportation from store to site of installation, Erection and commissioning of hot dipped galvanised mild steel tubular swaged lighting poles 7M high ground mounted lighting poles (for 60W/90W LED fixtures) suitable for wind velocity of 180 Km/hr and along with suitable pole junction box, cable glands and lugs, including supply and installation of earthing conductor of 25x6 mm GI strip/8 SWG GI wire nuts, bolts as specified in specification as well as transportation of required items at site and installation of poles, supply & installation of Weatherproof pole junction box (with 4 cable entries) having 8 Nos., 6A, 440V shrouded terminal, supply of requisite double compression glands/ suitable lugs with looping arrangement and termination of 2nos. 3C X 2.5 sq. mm. & 2 nos. 4 x 16 sq. mm armoured Cu/Al PVC/XLPE insulated cable from JB to light fitting/cable termination, necessary hardware required for excavation, providing concrete foundation (ratio of cement : sand : stone chips = 1:2:4) for ground installation, disposal of surplus earth within 30 m lead, earthing and painting with all labour to make installation complete in all respect as per instruction and directions of Engineer-in-charge. Note: 100 nos. of 7M lighting poles without any accessories are already available at site at one place and shall be issued to bidder as free issue materials, hence bidder may quote accordingly considering the same.	100.00	Nos.	1050000.00
8.03	Supply, storage at site, handling, erection, transportation from store to site of installation, Erection and commissioning of hot dipped galvanised mild steel tubular swaged lighting poles 9M high ground mounted lighting poles (for 60W/90W/120W LED fixtures) suitable for wind velocity of 180 Km/hr and along with suitable pole junction box, cable glands and lugs, including supply and installation of earthing conductor of 25x6 mm GI strip/8 SWG GI wire, nuts, bolts as specified in specification as well as transportation of required items at site and installation of poles, supply & installation of Weatherproof pole junction box (with 4 cable entries) having 8 Nos., 6A, 440V shrouded terminal, supply of requisite double compression glands/lugs with looping arrangement and supply and termination of 2nos. 3C X 2.5 sq. mm. & 2 nos. 4x16 sq. mm armoured Cu/Al PVC/XLPE insulated cable from JB to light fitting/cable termination, necessary hardware required for excavation, providing concrete foundation (ratio of cement : sand : stone chips = 1:2:4) for ground installation, disposal of surplus earth within 30 m lead, earthing and painting with all labour to make installation complete in all respect as per instruction and directions of Engineer-in-charge.	180.00	Nos.	5310000.00



ANNEXURE 'C' TO DLOA No. TFL/TA/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED 02.03.2024
SCHEDULE OF RATES (SOR)

Sl.No	Description of Work / Item(s)	RATE AND AMOUNT IN INDIAN RUPEES		
		QUANTITY	UNITS	UNIT PRICE
				TOTAL AMOUNT EXCLUDING GST
8.04	Supply, storage at site, handling, erection, transportation from store to site of installation. Erection and commissioning of hot dipped galvanised mild steel tubular swaged lighting poles 9M high ground mounted lighting poles (for 60W/90W/120W LED fixtures) suitable for wind velocity of 180 Km/hr and along with suitable pole junction box, cable glands and lugs, including supply and installation of earthing conductor of 25x6 mm GI strip/6 SWG GI wire, nuts, bolts as specified in specification as well as transportation of required items at site and installation of poles, supply & installation of Weatherproof pole junction box (with 4 cable entries) having 8 Nos., 6A, 440V shrouded terminal, supply of requisite double compression glands/lugs with looping arrangement and supply and termination of 2nos.3C X 2.5 sq. mm. & 2 nos. 4x16 sq. mm armoured Cu/Al PVC/XLPE insulated cable from JB to light fitting/cable termination, necessary hardware required for excavation, providing concrete foundation (ratio of cement : sand : stone chips = 1:2:4) for ground installation, disposal of surplus earth within 30 m lead, earthing and painting with all labour to make installation complete in all respect as per instruction and directions of Engineer-in-charge. Note: 130 nos. of 9M lighting poles without any accessories are already available at site at one place and shall be issued to bidder as free issue materials, hence bidder may quote accordingly considering the same.	130.00	Nos.	10500.00 1365000.00
9.00	High Mast			
9.01	Supply, unloading, storage, handling, transportation within site from store to site of installation, erection, including civil foundation and pile design as required, erection, installation and testing & Commissioning of 30M high mast shaft in three sections suitable for wind speed as Per IS-875, with raising lowering system comprising, head frame, luminaries carriage suitable to instal 24 nos luminaries of 350W LED of approved make in symmetrical arrangement, double drum winch, 6mm diameter SS wire rope, trailing cable, connector, integral power tool motor, manual handle, junction box, lightning final, including 1 set foundation bolts manufactured from special steel along with nuts, washers, anchor plates and templates. This includes Supply and installation of 24 nos. Integral LED Flood Light Luminaire with complete set of lamp & drivers as per technical specification the following components: Aluminium Cast luminary body, Electronic Circuit & LED drivers, Weather proof Transparent Cover, Luminary Mounting Clamps, LED Assembly. 1 set Within Luminary Interconnection. Supply and installation of 2 nos. LED type single dome mounted obstruction light (Make:Binay Optio) is also required with one high mast. This also includes Supply and installation of 1 no. outdoor stand mounted feeder pillar with 63A, 4-pole MCCB incomer, astro timer switch, 45A TP contactor for the automatic switching of luminaries, power tool control with 2 no 9A contactors and raise lower push button, incoming and outgoing terminals suitable for required cable size/cable size shall be indicated during detail engg). The Control Panel shall be of weather proof. Construction of shallow foundation with M25 grade concrete for the highmast considering the safe soil bearing capacity at site as 10 T/sqmt at 2 metre depth with all materials and labour. Lightning Final shall be insulated from body and head frame of High Mast and a separate down conductor (1Rx1Cx35 sq mm Aluminium Flexible Cable) shall run from the lightning final to an earthing bolt independent of the high Mast structure. Electrical accessories like plug & socket, power tool motor etc at the bottom of high mast shall be weather proof.	9.00	Nos.	1275000.00 11475000.00
10.00	Supplying and laying reinforced cement concrete light duty hume pipe, non pressure type (NP3), centrifugally cast conforming to I.S.456 with 1:3:6 concrete casing at joints as required with necessary slope including excavation, backfilling, supply of collars, jointing of pipes with sluff mixture of cement mortar in the proportion of 1:2 (1 cement: 2 fine sand), testing of joints, complete in all respects as per specifications, drawing and the direction of the EIC/Site Engineer. 300 mm dia	50.00	Mtrs	2000.00 100000.00



ANNEXURE 'C' TO DLOA No. TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED 02.03.2024
SCHEDULE OF RATES (SOR)

Sl.No	Description of Work / Item(s)	RATE AND AMOUNT IN INDIAN RUPEES			
		QUANTITY	UNITS	UNIT PRICE	
				TOTAL AMOUNT EXCLUDING GST	
10.01	Supplying and laying reinforced cement concrete light duty hume pipe, non pressure type (NP3), centrifugally cast conforming to IS 458 with 1:3:6 concrete casing at joints as required with necessary slope including excavation, backfilling, supply of collars, jointing of pipes with stiff mixture of cement mortar in the proportion of 1:2 (1 cement: 2 fine sand), testing of joints, complete in all respects as per specifications, drawing and the direction of the EIC/Site Engineer. 200 mm dia	100.00	Mtrs	1500.00	150000.00
11.00	EARTH ELECTRODE				
11.01	Supply installation, testing and commissioning of 3.8M, 100mm dia. heavy G.I. Pipe earth electrode having 100 micron zinc coating for earthing including the supply and installation of the CI cover, charcoal /special backfill etc as per Technical Specifications PC183-TS-0801 complete with all accessories like earth bus, GI links for earth Pit connection etc. The hot dip galvanizing (minimum Zinc coating of 610 gms. / sq. mtr. as per IS-2629) shall be done after all fabrication. The electrodes shall be made from one piece length of pipe as per earthing layout drawings including digging the earth upto required depth, erecting safe earth electrode, disposal of surplus earth (as directed by engineer-in-charge) and back filling of the pit as required including supply of erection material providing necessary brick works and other civil works, fixing G.I. L-shaped test links and brackets, twisted piece and connecting to it earth electrodes and earth strips with all labour and materials to complete installation work in all respect as per approved drawings, specifications and directions of engineer-in-charge.	132.00	Nos.	15000.00	1980000.00
11.02	Supply installation, testing and commissioning of Intermediate Earth Pit (ICP) i.e earth pit without electrode including the supply and installation of the CI cover, etc as per Technical Specifications PC183-TS-0801 complete with all accessories like earth bus, GI links for earth Pit connection etc. The job shall include digging the earth upto required depth, erecting safe earth electrode, disposal of surplus earth (as directed by engineer-in-charge) and back filling of the pit as required including supply of erection material providing necessary brick works and other civil works, fixing G.I. L-shaped test links and brackets, twisted piece and connecting to it earth electrodes and earth strips with all labour and materials to complete installation work in all respect as per approved drawings, specifications and directions of engineer-in-charge.	5.00	Nos.	15000.00	75000.00
12.00	EARTH STRIP / WIRE / ROPE / CABLE Supply, installing and testing of earthing strip/wire/rope/cable for: completely making the earthing grid system by supplying, laying the GI / Cu strip and making all the necessary welding joints, connecting to the earthing electrodes and existing earthing grid etc., complete as per drawings, specifications and directions of the Site engineer/Engineer-in-charge, including the cost of all labour, tools, materials, etc. complete in all respect.				
12.01	75 mm X 10 mm G.I. earthing strip	9350.00	Mtrs.	500.00	4675000.00
12.02	50 mm X 6 mm G.I. earthing strip	5200.00	Mtrs.	250.00	1300000.00
13.00	GI PIPE/HDPE PIPE				



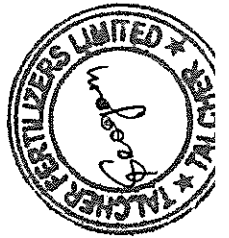
**ANNEXURE 'C' TO DLOA No. TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED 02.03.2024
SCHEDULE OF RATES (SOR)**

Sl.No	Description of Work / Item(s)	RATE AND AMOUNT IN INDIAN RUPEES			TOTAL AMOUNT EXCLUDING GST
		QUANTITY	UNITS	UNIT PRICE	
13.1	Supply, erection & installation of cable conduits made up of GI pipes of medium class 'B' subject to owner's approval in trenches (already made), on walls, concrete structure etc., including supply and installation of all the necessary pipe fittings such as bends, sockets, elbows, tees etc., bending, threading, binding, clamping, providing, spacers, plugs, packings, bushings etc., as required. Job complete in all respects including the cost of all labour, tools, material etc. and as per specifications and directions of site engineer / Engineer-in-Charge. :50 mm	748.00	Mtrs.	650.00	486200.00
13.11	Supply, erection & installation of cable conduits made up of GI pipes of medium class 'B' subject to owner's approval in trenches (already made), on walls, concrete structure etc., including supply and installation of all the necessary pipe fittings such as bends, sockets, elbows, tees etc., bending, threading, binding, clamping, providing, spacers, plugs, packings, bushings etc., as required. Job complete in all respects including the cost of all labour, tools, material etc. and as per specifications and directions of site engineer / Engineer-in-Charge. :100 mm	120.00	Mtrs.	1450.00	174000.00
13.12	Supply, Laying of HDPE 32mm dia. 3mm thick as per IS 7238 grade 80 Pipe in trenches/ walls/ concrete structure/ panels etc including supply and installation of all the necessary pipe fittings such as bends, sockets, elbows, tees etc., as per specifications & drawings/ laying of Power cable/control Cable in HDPE pipe. The job includes the supply and installation of required materials such as fixing clamps, screws, tags etc. as required to complete the job in all respects as per drawings and directions of Site Engineer/ Engineer-in-charge including cost of all labour, tools & tackles, materials etc. The job includes handling over to Site Engineer/ Engineer-in-charge. (Make: Astral/ Reliance Industries RELPIPE'/ APOLLO/ Climax Synthetics)	750.00	Mtrs.	225.00	168750.00
14.00	Supply, fabrication, erection, installation of steel structural works of any type and shape such as Panel, cable trays, push button control posts etc., as required. Job complete in all respects including the cost of all labour, tools, material, Painting etc., complete and as per specifications and directions of site engineer/ Engineer-in-Charge.	100.00	Kg	150.00	15000.00
19.00	WP STREET LIGHTING FIXTURES AND ACCESSORIES				
19.01	Supply, unloading, storage, handling, transportation within site from store to site of installation, installation, connection, testing and commissioning of pre-wired 240V AC, 1-Ph, hose and weather proof 70W LED street Lighting fixtures including led lamp/chip, driver etc. of approved make having IP-65 degree of protection and suitable for use in safe area complete with all accessories and all hardware for fixing the lighting fittings with pole including supply & fixing of double compression NI-plated brass cable glands & lugs, blanking plugs etc. as specified in Technical specification EM250-TS-801.	196.00	Nos.	6000.00	1176000.00
19.02	Supply, unloading, storage, handling, transportation within site from store to site of installation, installation, connection, testing and commissioning of pre-wired 240V AC, 1-Ph, hose and weather proof 120W LED street Lighting fixtures including led lamp/chip, driver etc. of approved make having IP-65 degree of protection and suitable for use in safe area complete with all accessories and all hardware for fixing the lighting fittings with pole including supply & fixing of double compression NI-plated brass cable glands & lugs, blanking plugs etc. as specified in Technical specification PC183-TS-801.	310.00	Nos.	6500.00	2015000.00



ANNEXURE 'C' TO DLOA No. TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED 02.03.2024
SCHEDULE OF RATES (SOR)

Sl.No	Description of Work / Item(s)	RATE AND AMOUNT IN INDIAN RUPEES			TOTAL AMOUNT EXCLUDING GST
		QUANTITY	UNITS	UNIT PRICE	
19.03	Supply, unloading, storage, handling, transportation within site from store to site of installation, installation, connection, testing and commissioning of pre-wired 240V AC, 1-Ph., hose and weather proof 120W LED street Lighting fixtures including led lamp/chip, driver and 1.5 meter bracket with all accessories of bracket, Weatherproof pole junction box (with 4 cable entries) having 8 Nos., 6A, 440V shrouded terminal, supply of requisite double compression glands & suitable lugs with looping arrangement and termination of 2 nos. 3C X 2.5 sq. mm. & 2 nos. 4 x 16 sq. mm armoured Cu/Al PVC/XLPE insulated cable from JB to light fitting cable termination, necessary hardware etc approved make having IP-65 degree of protection and suitable for use in safe area complete with all accessories and all hardware for fixing the lighting fittings with pole including supply & fixing of double compression Ni-plated brass cable glands & lugs, blanking plugs etc. as specified in Technical specification PC183-TS-0801.	160.00	Nos.	9500.00	1520000.00
20.00	MANUAL ROTATING SEARCH LIGHT FOR WATCH TOWER				
20.01	Supply, unloading, storage, handling, transportation within site from store to site of installation, installation, connection, testing and commissioning of pre-wired 240V AC, 1-Ph., weatherproof 200W LED rotating search cum flood light Fixtures arrangement for watch towers including led lamp/chip, driver having IP-65 degree of protection and including UDCA STAND suitable for mounting of search light on roof of the watch tower with all accessories of bracket, Weatherproof pole junction box (with 4 cable entries) having 8 Nos., 6A, 440V shrouded terminal, supply of requisite double compression glands & suitable lugs with looping arrangement and termination of 2 nos. 3C X 2.5 sq. mm. & 2 nos. 4 x 16 sq. mm armoured Cu/Al PVC/XLPE insulated cable from JB to light fitting cable termination, necessary hardware etc approved make having IP-66 degree of protection and suitable for use in safe area complete with all accessories and all hardware for fixing the lighting fittings with pole including supply & fixing of double compression Ni-plated brass cable glands & lugs, blanking plugs etc. as specified in Technical specification PC183-TS-0801.	18.00	Nos.	45000.00	810000.00
21.00	Supplying and spreading of approved quality fine dry river sand in cable trenches including the cost of all material, transport, load and lift charges, labour, tools and tackles, consumables etc. as per drawings, specification and directions of Site Engineer / Engineer-in-Charge	1100.00	Cum	2050.00	2255000.00
22.00	Supply and laying of approved quality 75 mm thick second class brick flat soiling, labour, load and lift charges, tools and tackles etc. as per drawings, specification and directions of Site Engineer / Engineer-in-Charge	230000.00	Nos.	5.50	1265000.00
23.00	Supply, erection & installation of MS cable markers of Round shape of dia 200mm with suitable engraving as of HT/LT/Control/Data Cable jointed with angle of 30X30X5 mm gouted in concrete of size 150mm x 150mm x 500mm, including excavation, installation of the markers, cement concrete grouting, backfilling, materials, labour, tools and tackles, consumables etc., as per directions of Site Engineer / Engineer-in-Charge.	250.00	Nos.	1500.00	375000.00
24.00	Supply, installation, testing and commissioning of 240V, 1-Ph, Wall Mounting Fans / Exhaust Fans / Ceiling Fans (with Electronic Regulator) / Man Cooler Fans etc on wall / Ceiling / Steel Structure including supply, fabricating and grouting of MS Frame / Hooks and other hardware etc.	18.00	Nos.	3650.00	65700.00
26.00	Supply, installation, testing and commissioning of 240V room lighting boards along with required wiring (concealed in PVC conduit / on wall) having following features:- 1 No. Switch & Socket for 6 / 16 Amp 5 Nos. 6 Amp switches for lighting	18.00	Nos.	1500.00	27000.00



ANNEXURE 'C' TO DLOA No. TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED 02.03.2024
SCHEDULE OF RATES (SOR)

Sl.No	Description of Work / Item(s)	RATE AND AMOUNT IN INDIAN RUPEES		TOTAL AMOUNT EXCLUDING GST	
		QUANTITY	UNITS		UNIT PRICE
27.00	ELECTRICAL SERVICE (PART-C):				
28.00	CABLE LAYING: Laying of all type of cables HT/LT (PVC / XLPE / Armoured/Unarmoured/Power/ Control/ Signalling) in trenches, in cable racks, in trays, in protective pipes, poles, columns, in conduits, in panels and on structures etc.; including the supply and installation of all required materials, such as fixing clamps, screws, cable straps, tags etc. as required (other than the supply of the conduits, cables, pipes, cable racks, trays, poles, structures and panels) complete in all respect, including cost of all labour, tools, consumable materials etc. and culling the cables in required lengths as per drawings, specification and directions of Site Engineer/ Engineer-in-Charge				
28.01	Power Cables LT (1.1 KV) (PVC / XLPE / Armoured / Unarmoured / Power / Control / Signalling) Cables - Power cables LT : OD upto 20 mm	5500.00	Mtrs.	25.00	137500.00
28.02	Power Cables LT (1.1 KV) (PVC / XLPE / Armoured / Unarmoured / Power / Control / Signalling) Cables- Power cables LT : OD above 20 mm and upto 30 mm	21000.00	Mtrs.	35.00	735000.00
28.03	Power Cables LT (1.1 KV) (PVC / XLPE / Armoured / Unarmoured / Power / Control / Signalling) Cables-Power cables LT : OD above 40 mm and upto 60 mm	11600.00	Mtrs.	75.00	870000.00
29.00	EXCAVATION AND BACK FILLING				
29.01	Excavation 22000 mtr. Length x 350 mm x 700 mm deep for laying of cables including disposal of excavated earth, lead up to 100 mtrs. and lift up to 1.5 mtrs., disposed earth to be levelled and neatly dressed.	5400.00	Cum	350.00	1890000.00
29.02	Back filling with excavated earth in trench including consolidating each deposited layer by ramming, dressing etc.	4900.00	Cum	70.00	343000.00
30.00	WBM ROAD / CONCRETE BREAKING : WBM Road/concrete breaking for cable trenches including required shoring strutting etc., and repairing of the road/dyke to original condition and disposing off excess materials (within the work site) job complete in all respects including the cost of labour, tools, materials, load, lift hire charges of equipments, if any, complete as per drawings, specification and directions of Site Engineer / Engineer-in-Charge	80.00	Cum	5500.00	440000.00
TOTAL CONTRACT AMOUNT (in INR) excluding GST					54235405.00
Rate of GST (presently @ 18%) in INR					9762373.00
TOTAL CONTRACT AMOUNT (in INR) including GST					63997778.00



Annexure-D

[List of AHR items]

**ANNEXURE 'D' TO DLOA No. TFL/TAL/C&P/ELECTRICAL WORKS/LOA-027/23-24 DATED
02.03.2024**

LIST OF AHR Item

Sl.No	Description of Work / Item(s)	QUANTITY	UNITS	RATE AND AMOUNT IN INDIAN RUPEES	
				UNIT PRICE	TOTAL AMOUNT EXCLUDING GST
1.00	SUPPLY (PART- A) :				
2.00	CABLES (LT) Supply of 1.1 KV Grade, XLPE Insulated, PVC inner Sheath, Armoured, FRLS PVC outer sheathed cables as specified in Technical Specification Doc. No. PC183-TS-0801.				
2.03	4C x 16 mm2 (Al)	6290.00	Mtrs.	350.00	2201500
4.00	TWO YEARS OPERATION & MAINTENANCE SPARES (Item wise unit prices of following spares for two years operation and maintenance along with recommended quantity shall be quoted :				
4.13	FPB:Terminal block for 63A	10.00	Nos.	1649.00	16490



Annexure-E

[Pre-Signed Integrity Pact Agreement]

INTEGRITY PACT

INTRODUCTION:

TFL as one of its endeavour to maintain and foster most ethical and corruption free business environment, have decided to adopt the Integrity Pact, a tool developed by the Transparency International, to ensure that all activities and transactions between the Company (TFL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

Considering the above, the details mentioned at attached Annexure-1 are applicable as stated in Instruction to Bidders of Bid Document in addition to the existing stipulation regarding Corrupt and Fraudulent Practices.

The attached copy of the Integrity Pact at Annexure - 2 shall be included in the Bid submitted by the bidder (to be executed by the bidder for all tenders of value Rs. 1 (One) crore and above). In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

A. Mishra



ANNEXURE-1

Bidder is required to sign the Integrity Pact with TFL as per format & terms and conditions enclosed with tender. In case a bidder does not sign the Integrity Pact, his bid shall be liable for rejection.

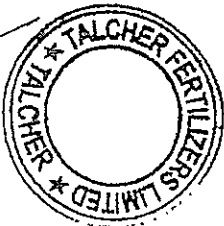
I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

- a) The Counterparty, directly or indirectly (through agent, consultant, advisor, etc.), shall not pay any bribe/ influence or give undue/ unlawful benefit to anyone to gain undue advantage in dealing with TFL.
- b) The Counterparty will not engage in collusion of any kind including price fixation etc. with other Counterparts.
- c) The counterparty will not pass TFL's confidential information to any third party unless specifically authorized by TFL in writing.
- d) The Counterparties shall promote and observe best ethical practices within their respective organizations.
- e) The Counterparty shall inform the Independent External Monitor.
 - i) If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - ii) If it comes to know of any unethical or illegal payment / benefit;
 - iii) If it makes any payment to any TFL associate.
- f) The Counterparty shall not make any false or misleading allegations against TFL or its associates.

II VIOLATIONS & CONSEQUENCES:

- a) If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Programme during bidding process, their entire Earnest Money Deposit/ Bid Security, would be forfeited and in addition, action shall be taken as per "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"
- b) In case of violation of the Integrity pact by Counterparty after award of the Contract, TFL shall be entitled to terminate the Contract. Further, TFL would forfeit the security deposits/ Contract Performance Bank Guarantee and in addition, action shall be taken as per "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"

A. S. S. S.

A circular stamp with the text "TALCHER FERTILIZERS LIMITED" around the perimeter and "TALCHER" in the center.

INDEPENDENT EXTERNAL MONITORS (IEMS)

Presently the panel consisting of the following Independent External Monitors (IEMs) have been appointed by TFL, in terms of Integrity Pact (IP) which forms part of TFL Tenders / Contracts.

- i) Shri Sanjeev Prasad Narain Singh (Email ID: spns108@gmail.com)
- ii) Shri Anil Kumar Sharma (Email ID: aksharma1512@gmail.com)

This panel is authorised to examine / consider all references made to it under this tender/ contract. "The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Shri Sanjeev Prasad Narain Singh (Email ID: spns108@gmail.com) & Shri Anil Kumar Sharma (Email ID: aksharma1512@gmail.com) or with CC to them through their Nodal Officer - Sh. Vivek Mishra, Sr. Mgr. (C&P) – Email: vivekmishra@tflonline.co.in, Address: Talcher Fertilizers Limited, Administrative Building, Post – Vikrampur, Dist. Angul, Odisha - 759106. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and TFL authorities concerned for their disposal as per extant guidelines."

Vivek Mishra



INTEGRITY PACT

(To be executed on plain paper)

Between Talcher Fertilizers Limited (TFL) [here-in-after referred to as "Principal"].

AND

_____ (here-in-after referred to as "The Bidder/ Contractor").

(Principal and the Bidder / Contractor are here-in-after are referred to individually as "Party" or collectively as "Parties").

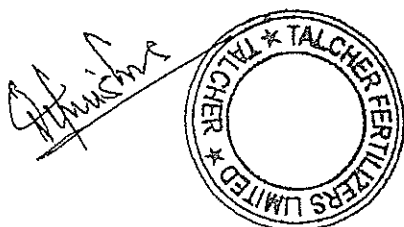
PREAMBLE

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

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following Principles:-
 - i) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for a third person, any material or immaterial benefit which the person is not legally entitled to.
 - ii) The Principal will, during the tender process treat all Bidder(s) with equity and reasons. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.



- iii) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officers and in addition can initiate disciplinary actions.

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

1. The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution:
- i) The Bidder (s) / Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - ii) The Bidder (s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelisation in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant IPC/PC Act; further, the Bidder (s) / Contractor (s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - iv) The Bidder (s)/ Contractor (s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, all the payments made to the Indian agent/ representative have to be in India Rupees only.
 - v) The Bidder (s) / Contractor (s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents,

Prishma



brokers or any other intermediaries in connection with the award of the contract.

- vi) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/ Contractor(s) shall not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

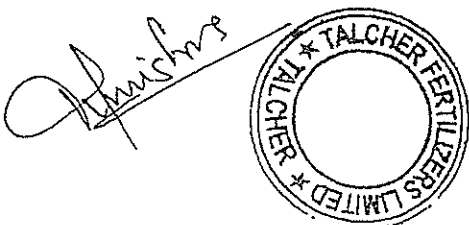
If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

1. The Bidder declares that no previous transgression occurred in the last three years, with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or actions can be taken as per provisions of "Procedure for action in case Corrupt /Fraudulent/ Collusive/Coercive Practices"



Section 6 – Equal treatment to all Bidders / Contractors / Subcontractors

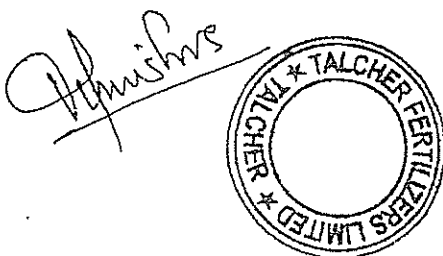
1. In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured by him that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder (s) / Contractor (s) / Sub-contractor (s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 –Independent External Monitor / Monitors

1. The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all documents / records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents / records / information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to MD, TFL.
3. The Bidder (s)/ Contractor (s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an



impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

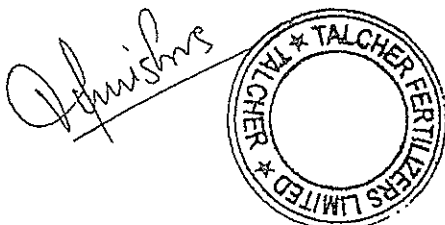
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or to take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report to MD, TFL within 30 days from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to MD, TFL, a substantiated suspicion of an offence under relevant IPC/PC Act, and MD, TFL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then, only in case of very serious issue having a specific verifiable Vigilance angle, the matter should be reported directly to the Central Vigilance Commission.
8. The word 'Monitor' would include both singular and plural.
9. In case of any complaints referred under IP Program, the role of IEMs is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder.
10. After award of contract, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. As an illustrative example, if a contractor who has been awarded the contract, during the execution of contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs.

Section 9 – Pact Duration

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

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

Section 10 – Miscellaneous provisions



1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor/Bidder is a Joint Venture or a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions in such a case.
5. Issues like warranty / guarantee, etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.



Vivek Mishra
Senior Manager (C&P)
Talcher Fertilizers Limited
Talcher, Odisha

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of Bidder/Contractor)

(Office Seal)

Place _____

Date _____

Witness 1:
(Sign, Name & Address)
[FOR PRINCIPAL]



B. SUNIL PATRO, DY. MGR.
TFL, TALCHER, ANGIUL, ODISHA

Witness 2:
(Sign, Name & Address)
[FOR BIDDER / CONTRACTOR]

.....
.....
.....

Annexure-F

[Bank details of M/s Fortune Enterprises, Haryana]



000549

Fortune Enterprises

Ref. No.

Date

F-13

E-Banking Mandate Form

(To be issued on vendors letter head)

- 1. Vendor/customer Name : M/s FORTUNE ENTERPRISES
- 2. Vendor/customer Code :
- 3. Vendor /customer Address : Plot No. 52, Sector-30, Gurugram
-122002 (Haryana)
- 4. Vendor/customer e-mail id : fortunehr26@gmail.com
- 5. Particulars of bank account
 - a) Name of Bank : KOTAK MAHINDRA BANK LIMITED
 - b) Name of branch : Sector-31, Gurugram
 - c) Branch code : 004258
 - d) Address : SCO No. F/34, Sector 31-32A, Gurugram
-122002, (Haryana)
 - e) Telephone number : +91 9999667089
 - f) Type of account (current/saving etc.) : CURRENT
 - g) Account Number: : 2512621544
 - h) RTGS IFSC code of the bank branch : KKBK0004258
 - i) NEFT IFSC code of the bank branch : KKBK0004258
 - j) 9 digit MICR code : 110485076

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 shall not hold the TFL responsible.

Without any liability on the part of the Bank or any of its signing officials we confirm that this Signature agrees with the Specimen held on our record.

For Kotak Mahindra Bank Ltd.

Authorised Signatory
Sector-31/32A Branch
Gurgaon-122002

For FORTUNE ENTERPRISES

(Signature of vendor/customer)
Proprietor

BANK CERTIFICATE

We certify that M/s Fortune Enterprises has an Account no. 2512621544 with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date: 07.08.2023

GSTIN : (6600)APR5263#321 (Authorized officer of bank)

Office : Plot No. 52, Sector-30, Near Shivam Hospital, Gurugram-122002 (HR)
E-mail : fortunehr26@gmail.com | Mob. : 9911736464

000548

FRANCHISE LEAGUE



Kotak Mahindra Bank
S.CO.No. F/34, Sector-3 1/32-A,
Huda Market Gurgaon 122002 Haryana India
IFSC : KKBK0004258

Valid for three months from date of iss
दिनांक
Date

Rs:

रुपये Rupees

या धारक को Or Bear

चक्र
Chक्र No.

2512621544

अदा करें।

₹

KOTAK EDGE CURRENT ACCOUNT
CBS

For Fortune Enterprises

08/17/2022

Payable At-par at all branch locations of Kotak Mahindra Bank Ltd.

Authorized Signatory

Please sign above

⑆000303⑆ 140485076⑆ 000283⑆ 29

For FORTUNE ENTERPRISES

Proprietor