

# REQUEST FOR QUOTATION

FOR

**CONSULTANCY SERVICES FOR GRID CONNECTIVITY TO  
SUPPLY 90 MW POWER THROUGH LINE IN LINE OUT  
(LILO) ARRANGEMENT FROM EXISTING 220KV TTPS-  
RENGALI LINE AND CONSTRUCTION OF 220 KV LILO GIS  
FOR  
TALCHER FERTILIZER LTD.**

**(NIT No: PNMM/PC-150/E-4005 DATED 10.03.2021)**



**TALCHER FERTILIZERS LIMITED**

**[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,  
NOIDA U.P. (India)**

# **SECTION-I**

## **INVITATION FOR BID (IFB)**

**SECTION-I**

**"INVITATION FOR BID (IFB)"**

Ref No: PNMM/PC-150/E-4005

March 10, 2021

To,  
PTC India Limited,  
2<sup>nd</sup> Floor, NBCC Tower,  
15 Bhikaji Cama Place,  
New Delhi-110066

Kind Attn: Mr. Varun Sethi (AVP-BD)

**SUB: CONSULTANCY SERVICES FOR GRID CONNECTIVITY TO SUPPLY 90 MW POWER THROUGH LINE IN LINE OUT (LILO) ARRANGEMENT FROM EXISTING 220KV TTPS-RENGALI LINE AND CONSTRUCTION OF 220 KV LILO GIS FOR TALCHER FERTILIZER LTD.**

Dear Sir/Madam,

1.0 Talcher Fertilizers Limited (TFL), a Joint Venture of GAIL, RCF, Coal India Limited and FCIL, having its Registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar – 751014, CIN No. U24120OR2015PLC019575], invites bids for the subject services, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

<b>(A)</b>	NAME OF JOB / BRIEF SCOPE OF SERVICES	CONSULTANCY SERVICES FOR GRID CONNECTIVITY TO SUPPLY 90 MW POWER THROUGH LINE IN LINE OUT (LILO) ARRANGEMENT FROM EXISTING 220KV TTPS-RENGALI LINE AND CONSTRUCTION OF 220 KV LILO GIS FOR TALCHER FERTILIZER LTD				
<b>(B)</b>	TENDER NO. & DATE	PNMM/PC-150/E-4005 Dated 10.03.2021				
<b>(C)</b>	TYPE OF BIDDING SYSTEM	<table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">SINGLE BID SYSTEM</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr><tr><td style="text-align: center;">TWO BID SYSTEM</td><td style="text-align: center;"><input type="checkbox"/></td></tr></table>	SINGLE BID SYSTEM	<input checked="" type="checkbox"/>	TWO BID SYSTEM	<input type="checkbox"/>
SINGLE BID SYSTEM	<input checked="" type="checkbox"/>					
TWO BID SYSTEM	<input type="checkbox"/>					
<b>(D)</b>	COMPLETION PERIOD	Please refer Clause No. 10 of SCC (Special Conditions of Contract) of Tender Document				
<b>(E)</b>	DUE DATE, ADDRESS FOR BID-SUBMISSION & BID OPENING	Bid/offer shall be submitted by PTC India Ltd. by e-mail (email id – <a href="mailto:anjali@pdilin.com">anjali@pdilin.com</a> , <a href="mailto:alam@pdilin.com">alam@pdilin.com</a> ), on or before <b>13.03.2021</b> . File size should be approx. 3 MB per attachment. <u>The original hard copy of the bid (duly signed) shall be couriered to the address mentioned as below:</u>				

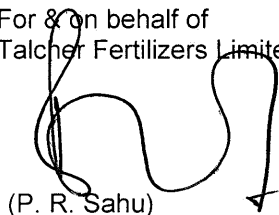
		Projects & Development India Ltd. A-14, Sector-1, PDIL BHAWAN, NOIDA Gautam Budh Nagar Uttar Pradesh-201301
(F)	CONTACT DETAILS	Mrs. Anjali Thakur, DGM (Materials Management) e-mail: <a href="mailto:anjali@pdilin.com">anjali@pdilin.com</a>  Alternate Contact Person: Mr. P. R. Sahu, Addl. General Manager (M.M) email: <a href="mailto:prsahu@pdilin.com">prsahu@pdilin.com</a>

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 5 of ITB.
- 4.0 This tender is issued to M/s PTC India Ltd., New Delhi. Further, it is also not permissible to transfer this invitation to any other firm".
- 5.0 There is no requirement of EMD/Bid Security and Contract Performance Security (CPS) for this tender. Hence, all clauses/provisions related to EMD/Bid Security/CPS mentioned elsewhere in this tender stand deleted.
- 6.0 "Bidder" wherever appearing in this document shall mean "**M/s PTC India Limited**".

This is not an Order.

For & on behalf of  
Talcher Fertilizers Limited



(P. R. Sahu)  
Addl. General Manager (M.M)  
Projects & Development India Ltd.  
Tel. No.-+91-120-2544063  
email: [prsahu@pdilin.com](mailto:prsahu@pdilin.com)

## **SECTION-II**

### **INSTRUCTION TO BIDDERS** **(TO BE READ IN CONJUNCTION WITH** **BIDDING DATA SHEET (BDS)**

### **SECTION-III**

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

1. Provision for procurement from a bidder which shares a land border with India has been attached as Annexure-IV herewith.

#### **2. 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.

#### **3. CONTENTS OF TENDER DOCUMENTS**

3.1 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-4":

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

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

3.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender Documents..

#### **4. 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..

#### **5. DOCUMENTS COMPRISING THE BID**

5.1 The Bid prepared by the Bidder shall comprise of the following components

5.2 The **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) 'Agreed Terms and Conditions', as per 'Form F-2'
- (d) 'Integrity Pact' as per 'Form F-5'
- (e) 'Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India' as per 'Form F-I & Form-II of Annexure-IV'
- (f) Copies of documents related to PAN No. & GST No.
- (g) Any other information/details required as per Tender Document
- (h) **Price Bid (strictly as per format given at Section-VI of Tender Document)**
  - 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.

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" of the Bidder.

## **6. SCHEDULE OF RATES / BID PRICES**

- 6.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole Scope of Services 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 Bidder will be inclusive of all taxes except **GST (CGST & SGST/UTGST or IGST)**. GST to be quoted in the format of "Schedule of Rates" in the applicable column.
- 6.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document..
- 6.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the services 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 services as per Scope of Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 6.4 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.
- 6.5 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.
- 6.6 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. 13 of ITB.
- 6.7 Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at the designated place in Agreed Terms & Conditions (Form F-2).

## **7. GST (CGST & SGST/ UTGST or IGST)**

- 7.1 Bidders are required to submit copy of the GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 7.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Supplier of Goods / Services only. Consultant providing taxable service shall issue an 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 Consultant with requisite details.

Payments to Consultant 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.

- 7.3 The Consultant confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its CONTRACT PRICE. In case, bidder 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 such bidder 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 Bidder.

- 7.4** In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period or extension thereof, the Consultant shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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 Services provided to the OWNER shall be refundable to the OWNER at actuals during the Contract Period and also during the extended Contract Period, if any.

Beyond the completion period, any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery/ completion period shall be to Consultant's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Owner.

In case of delayed completion beyond the completion period for reasons due to Owner's default, then any increase in the rate of GST (CGST & SGST/UTGST or IGST) during the delayed completion period shall be Owner's account.

Claim for payment of GST (CGST & SGST/UTGST or IGST)/ Statutory variation, should be raised within two [02] months from the date of issue of 'Government Notification' for payment of differential (in %) GST (CGST & SGST/UTGST or IGST), otherwise claim in respect of above shall not be entertained for payment of arrears.

The base date for the purpose of applying statutory variation shall be the Bid Date.

**New Taxes & duties:**

- a. Any new taxes and/or duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contract Period or any extension thereof, shall be reimbursed to the Bidder on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- b. If any new taxes and/or duties are imposed beyond completion period for reasons not due to Owner's default, such taxes and duties shall be to Consultant's account.
- c. If any new taxes and/or duties are imposed beyond completion period for reasons due to Owner's default, such taxes and duties shall be shall be to Owner's account.

- 7.5** Owner/TFL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Consultant at actuals against submission of Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.

- 7.6** Owner will prefer to deal with registered supplier of goods/ services under GST. Therefore, consultants are requested to get themselves registered under GST, it 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).

- 7.7** 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 Consultant.

**7.8 Reconciliation between GSTR 2A and Input Tax Credit**

Consultant shall ensure timely submission of correct 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 Supplier of Goods / Services 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/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, against any amounts paid or becomes payable by TFL in future to the Supplier/Contractor 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 Consultant has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from TFL to the government exchequer, then, that Consultant shall be put under Holiday list of TFL 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.

- 7.9** 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.

### **7.10 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 Consultant may note the above and quote their prices accordingly.

- 7.11** In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, 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.
- 7.12** The Contractor shall mention the particulars of TFL on the Invoice. Besides, if any other particulars of TFL are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.
- 7.13** 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 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids.

In cases where the 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.

- 7.14** Wherever TDS under GST Laws has been deducted from the 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](http://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).
- 7.15** Service Provider(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 supplier / service provider / contractor/ consultant 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 Supplier of Goods / Services with requisite details.

If input tax credit is not available to TFL for any reason attributable to supplier / service provider / contractor/ consultant (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 supplier / service provider / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Service Provider/ Consultant as per format enclosed at Form F-6 along with documents for release of payment.

**8. BID CURRENCIES:**

Bidders must submit bid in Indian Rupees only.

**9. BID VALIDITY**

- 9.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'..
- 9.2 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.

**10. FORMAT AND SIGNING OF BID**

- 10.1 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. 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.
- 10.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

## **11. E-PAYMENT**

Talcher Fertilizers Limited has initiated payments to Suppliers and Contractors through RTGS / NEFT. The Consultant should give the details of his bank account as per the bank mandate form (Format F-6).

## **12. 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.

## **13. CORRECTION OF ERRORS**

13.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount and the amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes

13.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors..

## **14. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

14.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated 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 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.

14.2 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-15".

14.3 Order value is subject to Price Reduction Schedule, if any, as per GCC.

## **15. SIGNING OF AGREEMENT**

15.1 TFL will award the Contract to the Consultant, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to TFL.

15.2 The Consultant 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 Consultant] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]".

15.3 The format for signing Contract Agreement in English is attached in this Tender Document.

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

16.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.

**16.2 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.

**17. VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

**18. INCOME TAX & CORPORATE TAX**

18.1 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.

18.2 Corporate Tax liability, if any, shall be to the contractor's account.

18.3 TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

**18.4 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

## **19. 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/TFL 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.

**20. 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. 19 & 20 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.

**21. 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

**22. CONSULTANT 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.

**23. CONFLICT OF INTEREST**

23.1 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.

23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 **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.

#### **24. PROFESSIONAL LIABILITY**

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

#### **25. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

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.

**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:

<b>S. No.</b>	<b>Description</b>	<b>Period of banning from the date of issuance of Banning order</b>
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.  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.	02 years
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 subsequence 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 subsequence 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	<b>POOR</b>	Seek explanation for Poor performance
2.	<b>FAIR</b>	Seek explanation for Fair performance
3	<b>GOOD</b>	Letter to the concerned for improving performance in future.
4	<b>VERY GOOD</b>	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 subsequence 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 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, 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	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
marks	ii) When quality	Failure of severe nature	0
marks	failure endanger system integration	- Moderate nature - low severe nature	5 marks 10-25
marks	iii) Number of	1. No deviation	5
marks	deviations	2. No. of deviations $\leq 2$	2
marks		3. No. of deviations $> 2$	0

**1.3 RELIABILITY PERFORMANCE****20 Marks**

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
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>B.</b>	<b>FOR SUPPLIES</b>	
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

**BIDDING DATA SHEET (BDS)**

**ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

ITB clause	Description				
3.1	The Employer/Owner/Client is: <b>Talcher Fertilizers Limited</b>				
9	The bid validity period shall be <b>THREE MONTHS</b> from final 'Bid Due Date'.				
15	State of which stamp paper is required for Contract Agreement: <b>Uttar Pradesh (U.P.) / State where Bidder's Corporate or Registered Office is located.</b>				
25	Applicability of provisions regarding invoice for reduced value or credit note towards PRS: <table border="1" data-bbox="448 880 1110 1075"><tbody><tr><td data-bbox="448 880 783 972">APPLICABLE</td><td data-bbox="783 880 1110 972"><input checked="" type="checkbox"/></td></tr><tr><td data-bbox="448 972 783 1075">NOT APPLICABLE</td><td data-bbox="783 972 1110 1075"><input type="checkbox"/></td></tr></tbody></table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				

## Annexure-IV

### **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 or 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 a company 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 per cent 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 shareholding 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 of or 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:**

Bidder 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 otherwise 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 Consultant shall not be allowed to sub-contract works/Services to any contractor 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

# **FORMS & FORMAT**

### **LIST OF FORMS & FORMAT**

<b>Form No.</b>	<b>Description</b>
F-1	BIDDER'S GENERAL INFORMATION
F-2	AGREED TERMS & CONDITIONS
F-3	E-BANKING FORMAT
F-4	FORMAT OF CONTRACT AGREEMENT
F-5	INTEGRITY PACT
F-6	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
	<b>Forms related to Annexure-IV</b>
Form-I of Annexure-IV	UNDERTAKING ON LETTERHEAD
Form-II of Annexure-IV	CERTIFICATE FOR SUB-CONTRACTING
F-7	List of Deviations (if any)



**F-1**

**BIDDER'S GENERAL INFORMATION**

To,  
M/s TALCHER FERTILIZERS LIMITED  
NOIDA

TENDER NO: PNMM/PC-150/E-4005    Dated 10.03.2021

1	Bidder Name	
2	Offer No. & Date	
3	Address of Registered Office:	City:
		District:
		State:
		PIN/ZIP:
4	Address of Company on which Order is to be placed (if different from Sr. No. 3 above)	City:
		District:
		State:
		PIN/ZIP:
5	Mobile Number	
6	E-mail address	
7	PAN No.	[Enclose copy of relevant document]
8	GST No.	[Enclose copy of relevant document]

Place:  
Date:

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

**F-2**  
**AGREED TERMS & CONDITIONS**

To,  
Talcher Fertilizers Limited

TENDER NO: PNMM/PC-150/E-4005 Dated 10.03.2021

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 confirms quoted prices will remain firm and fixed during the Contract Period.					
2	Bidder confirms that they have quoted rate of <b>GST (CGST &amp; SGST/ UTGST or IGST)</b> in Schedule of Rates (Section-VI).					
3	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)					
4	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 7.10 of ITB					
5	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. _____				
5	Bidder confirms acceptance of relevant Payment Terms as specified in the Tender Document.					
6.	Deleted					
7.	Bidder confirms compliance to Completion Period as specified in Tender document. Confirm contract period shall be as per Special Conditions of Contract (SCC).					
8.	a) Bidder confirms acceptance of all terms and conditions of Tender Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.					
9.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Bids.					
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/ TFL or their relative is not a partner.	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">Confirmed</td> <td style="width: 50px;"></td> </tr> <tr> <td style="text-align: center;">Not confirmed</td> <td style="width: 50px;"></td> </tr> </table>	Confirmed		Not confirmed	
Confirmed						
Not confirmed						
11.	<b><u>No Deviation Confirmation:</u></b> 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.					

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
12.	<p>If award is given to the Bidder against subject Tender Document, the following Confirmation shall be automatically enforceable:</p> <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 &amp; 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>	
13.	<p>Bidder to ensure all documents as per tender including clause 6 of Section II and all Formats are included in their bid</p>	
14.	<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 Services as per Scope of Services, Conditions of Contract, or any other part of Tender 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>	
15.	<p>Bidder hereby confirms that they are not on 'Holiday' by TFL or any of the JV partners of Owner viz. GAIL, RCF, CIL, FCIL or banned by Government department / Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they 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 partners of Owner viz. GAIL, RCF, CIL, FCIL.</p> <p>Bidder also confirms that they are not under any</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of TFL 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 by them.</p>	

Place:  
Date:

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

**F-3**

**E-Banking Mandate Form**

(To be issued on vendors letter head)

1. 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 Talcher Fertilizers Limited 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 Talcher Fertilizers Limited 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-4**

**Contract Agreement Form**

DLOA No. .... dated -----

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 the 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 services mentioned, enumerated or referred to in the LOA including Completion Schedule of job has called for proposal.

- A. The CONSULTANT has examined the Job specified in TENDER of TFL 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

**M/s Talcher Fertilizers Limited**

\_\_\_\_\_

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

Place: \_\_\_\_\_

Signed and Delivered  
and on behalf of

**M/s** \_\_\_\_\_

\_\_\_\_\_

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

Place: \_\_\_\_\_

IN PRESENCE OF TWO WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

**F-5**

**INTEGRITY PACT**



# **INTEGRITY PACT**

## 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.



## 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"

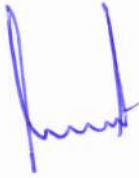


### INDEPENDENT EXTERNAL MONITORS (IEMS)

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 Anjan Kumar Banerjee (Email ID: [banerjeeanjan@gmail.com](mailto:banerjeeanjan@gmail.com))
- ii) Shri Atul Sobti (Email ID: [sobtiatul@gmail.com](mailto:sobtiatul@gmail.com))

This panel is authorised to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated tender issuing officer or Nodal Officer (presently Sh. S. Dasgupta, DGM (C&P) – Email: [sdasgupta@gail.co.in](mailto:sdasgupta@gail.co.in)) in TFL or directly with the IEMs on the panel or IEM c/o Chief Vigilance Officer, Rashtriya Chemicals and Fertilizers Ltd., Priyadarshini Building, Eastern Express Highway, Sion, Mumbai Maharashtra, 400022.





**INTEGRITY PACT**

(To be executed on plain paper)

Between TFL (India) Limited, a Government of India Public Sector, (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,





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 Integrity Pact by the Sub-contractor.
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 Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/she reports to the 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 the MD, TFL within 10 days as far as possible 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 the MD, TFL, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD, TFL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
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.

#### **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.

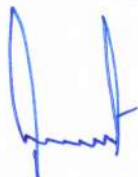
If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the MD, TFL.

#### **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 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.



-----  
 (For & on Behalf of Principal)

ए. एस. दासगुप्ता / S. DASGUPTA

उप महाप्रबन्धक (संविदा एवं क्रय) / Dy. General Manager (C&P)  
 ताल्चर फर्टिलाइजर्स लिमिटेड / Talcher Fertilizers Ltd.  
 जीटीपार्क पीएआरसी बिल्डिंग / GTI PARC Building  
 प्लॉट नं० 24, सेक्टर-16ए, नोएडा-201301 (उ.प्र.)  
 Plot No. 24, Sec.-16A, Noida-201 301(U.P.)

(Office Seal)

-----  
 (For & on Behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date -----

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

Seogam (Sura Deogam)  
 Talcher Fertilizers Limited (T.F.L.), Plot No. 24,  
 Sector-16A, Film City, Noida (U.P.) - 201301

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

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

**F-6**

**UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)**

**(to be submitted on letter head along with documents for release of payment)**

To,

M/s TALCHER FERTILIZERS LIMITED

\_\_\_\_\_

SUB:

LOA NO:

**Dear Sir,**

We \_\_\_\_\_ (Name of the Supplier/Contractor/Service Provider/ Consultant) hereby confirm that E-Invoice provision as per the GST Law is

(i) Applicable to us [     ]     [     ]

(ii) Not Applicable to us [     ]     [     ]

**(Supplier/Contractor/Service Provider/ Consultant is to tick appropriate option (✓ or X) above).**

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. 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. We also confirm that If input tax credit is not available to TFL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (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 Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Bidder Name:

Seal:

**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 IV 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**

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 IV of Section-III. We certify that bidder M/s .....(Name of Bidder) will not sub-contract any services 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:

**F-7**

**List of Deviations (if any)**

**SUB:**

**TENDER NO:** PNMM/PC-150/E-4005    Dated 10.03.2021

The following are the deviations to the terms and conditions of the bidding document as per above referred enquiry. These deviations are exhaustive. Except for these deviations, the entire job shall be performed as per the terms and conditions of bidding document. Further, we agree that any additional conditions / deviations / variations, etc. if found elsewhere in the offer other than those stated herein, save those pertaining to any rebates offered, shall not be given effect to.

<b>Sl. No.</b>	<b>Annexure No. / Clause No.</b>	<b>Page no. of bidding document containing the clause</b>	<b>Details of Deviation Taken</b>

**Signature** :

**Name & designation of authorized signatory** :

**Company Seal** :

**SECTION-III**

**SPECIAL CONDITIONS OF**  
**CONTRACT**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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.
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.
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.
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.
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.
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.
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.
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.
9. **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

10. **Completion Period:**

The services will commence within 15 (fifteen) days from the date of receipt of Detailed Letter of Acceptance (DLOA) / Fax of Acceptance (FOA). The entire scope of services envisaged in the Contract shall be completed within 26 months from issuance of FOA.

11. **Defect Liability Period**

NOT APPLICABLE.

12. **Payment Terms**

Payment Terms are as under:

- i. 3% of the Total Fee shall be paid within 15 days from the date of submission of draft report on Detailed Route Survey.
- ii. 5% of the Total Fee shall be paid within 15 days from submission of final report on Detailed Route Survey after incorporating comments from PDIL.
- iii. 6 % of the Total Fee shall be paid after issuance of tender of 220 KV GIS switching substation.
- iv. 6 % of the Total Fee shall be paid after issuance of tender document of 220 KV Transmission line.
- v. 70% of the Total Fee shall be paid on Construction Progress of GIS Switchyard and 220kV line (monthly prorated basis) within 15 days from submission of monthly invoice by PTC.
- vi. 5% of the Total Fee shall be paid on commissioning of GIS Switchyard and 220 kV line and handing over of all the documents.
- vii. 5% of the Total Fee shall be paid on closer of contract.

**Note:** Payment of any statutory charges/departmental fees, etc. to Railways associated with the preparation of the above reports are to be made by TFL on actual basis with recommendation to TFL from RITES.

The Final report for both the stages will be the Report submitted & accepted by the TFL after duly reviewed and approved by PDIL.

**Mode of Payment:**

All Bills/Invoices of PTC India Ltd. shall be vetted by PDIL before payment thereof from TFL. PTC India Ltd 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**

Chief Financial Officer (CFO)  
Talcher Fertilizers Limited  
GAIL Training Institute  
Plot No. 24, Film City,  
Sector 16A,  
Noida – 201301

#### **13. CONTRACT PERFORMANCE SECURITY**

NOT APPLICABLE

#### **14. COST ESTIMATE**

Preparation of accurate estimates in time (based on past data/ CPWD rate basis/ Market rate Analysis) for procurement of items, services and works is an important activity in Cost Engineering. Owner lays strong emphasis on accuracy of cost estimates and price difference between quoted price of L-1 bidder and estimated cost beyond ( $\pm$ ) 10% shall call for exhaustive analysis and explanation from the Consultant. Deviation between cost estimates & recommended order value being more than (+/-) 10% not backed by justifiable reasons and beyond the control of Consultant shall be treated as deficiency of services by Consultant and an advisory will be issued to Consultant highlighting such deficiency and for taking corrective action in future cases.

Further, in case of the deviation between cost estimate provided by the PMC at the time of bid submission and recommended order value being more than ( $\pm$ ) 15 %, recovery will be made from the payment of Consultant as follows:

If x: the actual awarded value of a particular package

X: the total awarded value of all the packages in the project

Then R (Recovery for that particular package) shall be:

**$(x / X) * (2\% \text{ of awarded PMC contract value})$**

#### **15. PROVISION FOR RECOVERY FROM CONSULTANT IN CASE OF SUBSTANTIAL VARIATION BETWEEN AWARDED CONTRACT VALUE AND EXECUTED CONTRACT VALUE**

“In case actual executed contract value is more than (+/-) 15 % of the awarded cost, PMC will be asked to furnish reasons for the same. If tender committee observes that such variation has taken place due to reasons solely attributable to PMC, such as preparation of SOR without visiting site (s)/ work location (s) etc., recovery will be made from the payment of PMC as follows:

If x : the awarded value of a particular contract  
X: the total awarded value of all the contracts in the project

Then R (Recovery for that particular contract) shall be:

$(x / X) * (1\% \text{ of awarded PMC contract value})$ "

## **SECTION-IV**

# **GENERAL CONDITIONS OF CONTRACT**

## **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.

- 3.2.2 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: DELETED**

**ARTICLE 6: PERFORMANCE GUARANTEE-Not applicable**

**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: DELETED**

**ARTICLE 9: DELETED**

**ARTICLE 10: LEGAL CONSTRUCTION**

- 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**

- 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. 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, lightning 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 work 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**

22.1 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.

3.22.2 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**

## **SCOPE**

## **A. SCOPE OF SERVICES –**

Talcher Fertilizers Ltd. (TFL), A joint venture company of four major Public Sector Units – M/s GAIL (India) Limited (GAIL), M/s Rashtriya Chemicals & Fertilizers Ltd. (RCF), M/s Coal India Ltd. (CIL) and M/s Fertilizers Corporation of India Ltd. (FCIL) is in the process of developing a world class coal based fertilizer complex at Talcher, Angul District, Odisha (India) consisting of Coal Gasification Plant, Ammonia and Urea Plant, along with other associated Offsite and Utility Plants. TFL has appointed Projects & Development India Limited (PDIL) as a Project Management Consultant for execution of the project with Single point responsibility.

Power requirement of the said TFL's Fertilizer Plant is around 90 MW, which shall be met through sourcing power from the Grid. As per proposed scheme, grid connectivity for the same shall be through construction of 220 kV LILO arrangement from existing 220 kV TTPS – Rengali Line followed by construction of 220 kV LILO GIS with SAS switching station and/or 220 KV Underground cable to proposed 220 KV GIS at TFL. The route length for the proposed arrangement is expected to be around 5 KMs of D/c 220 KV OH line and/or 1 KMs 220 KV D/c UG Cable. The said scheme is based on the OPTCL letter reference SGM(C)ZONE-1/830/2019-20/2403(18) dated 25.11.2020 issued to TFL for Grid Connectivity and the scope of Services for PTC has been designed accordingly as below :

### **1. Basic & Detailed Route Survey**

- a. Conducting reconnoiter and Preliminary survey along the shortest route and suggest best proposed route in map Surveyor of India and also in consultation with OPTCL to keep project cost minimum;
- b. Digital mapping of the route with either GPS equipment or total station equipment;
- c. Route alignment map along schedule of angle points;
- d. Preparation of route profile;
- e. Approximate schedule of various types of towers, extensions and abstract of tower requirement including special requirement for line LILO;
- f. Brief description of terrain between each Angle Point section;
- g. Schedule of various types of towers;
- h. Details of railway crossings with profile;
- i. River crossings with profiles;
- j. Road Crossing with profiles;
- k. Preparation of PTCC details;
- l. Power line crossings with profiles;
- m. Estimate of all line materials required for the entire line with detailed SOR;
- n. Brief write-up regarding infrastructural facilities railway siding, availability of aggregates, sand etc.;
- o. Address of State Govt./Electricity/Forest/P&T/PWD/PTCC, Environmental & pollution officials, who have jurisdiction over the areas associated with the route of transmission line;
- p. Names of Town/Villages shall be indicated separately along with Petrol/Diesel Filling Stations, falling in the vicinity of the proposed Route along with land record and topographical sheet;
- q. Recommendation of Working Season;
- r. Detailed Time schedule for completion of the project with bar diagram;
- s. Obtaining approval of Route Survey from OPTCL;

- t. Obtaining all Statutory clearances / approval like compliance of applicable provision of Standards on Grid Connectivity and Grid Standards by CEA, IEGC, OGC and SEGC in force, PTCC approval, Inspection by Electrical Inspectorate, Odisha and compliance of observations, Notification under Section 164 of the Electricity Act 2003, Environmental and Pollution Clearances, Forest Clearance, OERC guidelines and norms and all other requirement as applicable under the law of the land.
- u. PTC shall assist TFL in managing ROW issues.

## **2. Soil Investigation :**

- a. Excavation of trial pits to ascertain the type of soil strata;
- b. Soil Resistivity results for electrical grounding;
- c. Sub soil data for underground water table;

## **3. Detailed Route Survey**

### **I. Pre-Award Engineering (Transmission Line / Cables):**

- a. Schedule of various types of towers (with coordinate of Each Tower), extensions and abstract of tower requirement, brief description of terrain between each Angle Point section;
- b. Preparation of EHV cable specification and final route map in line with the route survey report;
- c. Detailed BOQ and tender estimates based on detailed route survey with cost breakup along with basis of estimate;
- d. Specifications for transmission line towers, cables, line materials, foundations etc. including detailed calculation of quantity of each item, sizing of equipment, cable etc.;
- e. Specification for Transmission Line Towers, cables, line material, foundation etc. for supply, erection, testing and commissioning covering Technical Specification & Data sheet for all Electrical Item, drawing & document as below but not limited to:
  - Tower of each type
  - Earthing Drawing
  - EHV cable trench
  - Cable connection at both end
  - Typical erection sketch
  - Foundation drawing for each tower
  - Calculation of ACSR conductor as per latest IS: 398/other relevant standards
  - 220kV EHV cable sizing calculation
  - Basis of selection of towers at various location
  - Foundation details
  - Profile, Route alignment Drg., Land schedule
  - Tower Schedule
  - Crossing location and details
  - Detailed foundation drawing
  - Structural Drg.,
  - Technical specification and GTP
- f. Detailed estimate with basis of Estimate
- g. Vendor List as per OPTCL
- h. Approval of all drawing/documents by OPTCL. PTC shall obtain all approval from OPTCL and other agencies.

## **II. Pre-Award Engineering 220 kV GIS SAS Substation:**

- a. Design Criteria/ Design Basis Report of Electrical, Civil and Mechanical Systems & Packages
- b. System design description for all systems/ equipment
- c. Single Line Diagram, Protection & Metering SLD, Plot plan and Layout
- d. Detailed BOQ and Tender Estimates with Cost Breakup.
- e. Basis of Estimate
- f. Preparation of technical specification including SOR for contracts covering the equipment and system:
  - 220kV GIS Switchgear including GIB and GIS-Air Bushings.
  - GIS Local Control Panel;
  - Circuit breakers;
  - Isolators;
  - Safety grounding switches;
  - Instrument transformers;
  - Surge arrestors;
  - Outdoor bushings, termination and other allied equipment related to GIS substation.
  - Substation Automation system
  - Control & Relay panel for both ends
  - Communication system as per OPTCL/ TPOCDL Requirement
  - Switchyard erection package for outdoor equipment
  - Air condition, HVAC and Fire Alarm system
  - Bus duct.
  - Battery and Charger set.
  - Illumination system
  - DG Set
  - GIS Building and Control room building
  - LTAC and DC Switchgear
  - DC Distribution Board
  - 33 KV System, as required
  - 415 V System, as required
  - Lighting
  - Air-conditioning System, as required
  - Transformers
  - LT Panels
  - Bay Layout Drg, Section & Elevation Drg.
  - Control and Protection Scheme
  - Cable Schedule
  - Earth Mat Drg, EarthingDrg., Lightning Protection Drg.
  - Control Room Layout
  - SCADA, RTU & other Communication Equipment.
  - ABT Metering at O/G Feeders of TFL
  - Metering as per OPTCL/ TPCODL
  - Integration with OPTCL System
  - Foundation of Equipments
  - Road, Fencing, Vehicle Parking
  - Detailed Estimate with basis of Estimate
  - Vendor List as per OPTCL
  - Approval of all Drg. /Doc. By OPTCL. PTC shall obtain all approval from OPTCL and other agencies.

## **III. Contracting Activities**

- a. Packaging and preparation of bid documents
- b. Qualification requirements of various packages for approval of TFL
- c. Submission of technical Bid evaluation criteria (BEC) for tendering
- d. Pre-bid meeting(s) and clarifications to bidders
- e. Resolution of vendor Pre-Bid Queries and recommendation
- f. Technical evaluations and recommend for award of contract
- g. All NIT documents shall be vetted /approved by TFL/PDIL
- h. All NIT documents shall be vetted /approved by OPTCL /TPCODL

#### **4. Post Award Project Management & Supervision**

##### **I. Project Monitoring :**

- a. Organization of and participation in project kick-off meetings with contractors and relevant stakeholders.
- b. Reviewing master schedule L1, L2, L3 prepared by the contractors for the project, addressing the main phases of the project, milestones and key inter-relationships.
- c. Integration of project schedules, and monitoring of schedules maintained by the contractors.
- d. Reviewing resource mobilization plan adopted by contractors for timely job execution.
- e. Assessing delays in project, if any, and carrying out stakeholder interactions for preparation of revised schedules and resource mobilization by the contractor.
- f. Assessing associated project risks including technical, environmental and financial risks.
- g. Preparing financial outlay for quarter-wise and year-wise allocation of funds.
- h. Establishing communication and reporting framework across stakeholders.
- i. Prepare detailed bar chart covering all activities to be performed by the Consultant with respect of the Project Schedule.
- j. Prepare and submit weekly, monthly progress report for the above activities.
- k. Attend Project review meetings.
- l. Responsible for status of planned versus actual financial progress.
- m. Responsible for risk assessment report and mitigation mechanism.
- n. Expediting to ensure supply of all equipment/material in line with the agreed contract program.
- o. Monitor progress of contracts. Identify hold ups and required corrective actions and take up the same with Contractors for expeditious completion of the works.
- p. Reporting highlighting Delay, Catch-up plan, Work Ahead etc.
- q. Preparatory work, collection/compilation of details/data and submitting the same in the duly filled in requisite formats to TFL for preparation of the proposal for clearance, Right of Way Management, Crop compensation / Tree Compensation / PTCC/Railway Crossing Clearance / Road Crossings Clearance / NoC form mining authority, Transmission Line Crossing Clearance, any other work etc., coordinating with concerned Departments/ Authorities for obtaining all clearances / shutdown activities, required for timely completion of project.

##### **II. Contract Management :**

- a. Measurement and verification of work quantities and certify contractors' invoices for payments.
- b. Assist contract payment group in assessing price variation payment to the contractor if any.
- c. Rate analysis and recommendation of rates to be applied for additional work carried out by contractor.
- d. Detailing and explaining any variation in project cost and implementation time from the originals
- e. obtain no dues certificate, if issued, by concerned local authorities.
- f. Assisting TFL in completion of contract closeout checklist to be complied by contractors.

- g. Submission of contract close out report.
- h. Preparing format of no liability certificate to be furnished by contractors.
- i. Advise TFL in resolving disputes and claims raised by contractor.
- j. Detailing and explaining any variation in project cost and implementation time from the originals.
- k. Certification of measurement for the contractors / vendors, review the invoice / bills submitted by contractors / vendors and recommend for further processing by TFL.
- l. Development and / or review of schemes for safe lifting & installation of equipment
- m. PTC shall prepare quantity deviation statements for all purchase orders and contracts, provide market analysis and justification for the recommended rates, review of extra items and provide recommendations, provide supporting documentation, review of extra claims, review of escalation of prices, review and recommend time extensions, final settlement of contracts and purchase orders.
- n. Tracking of upstream readiness for getting adequate power and assisting TFL in this aspect.
- o. Assisting TFL in handing over for regular maintenance of 220 KV line and 220 KV GIS Substation to concerned agency.
- p. Implementation of adequate safety measures at site to ensure NIL reportable incidents during execution.

### **III. Design check :**

- a. Review and recommend for approval all design and drawings and technical documents submitted by transmission line contractor including,
  - Survey report
  - Design basis report (LILO and line report)
  - Sag tension calculation for conductor and OPGW
  - Clearance and Loading Tree Diagram
  - Tower Spotting on Route Alignment Layout and Longitudinal Section
  - Tower Schedule
  - BOQ for Towers, Conductors, Insulators, et cetera
  - Design Validation and GA Drawing of Tower Structure
  - Tower Stub and Stub Setting – Template Drawing
  - Design Validation and GA Drawing of Tower Foundation
  - Tower Earthing Drawing & BOQ
  - All design, drawing & document submitted by Transmission Line Contractor shall be approved by OPTCL/ TPCODL
  - Review and recommend for approval all design and drawings and technical documents submitted by substation contractor including, Electrical, Mechanical, Civil & Structure etc.

#### Electrical

- b. Review GIS, SLD, PSLD Layouts including earthing, lighting, ventilation, safety, et cetera
- c. Review and inspect GTP of various accessories including clamps, cable tray, et cetera
- d. Review consolidated BOQ for each new drawing / revision
- e. Review GIS switchgear design calculation.
- f. Review calculation of GIS accessories and related electrical hardware & accessories.
- g. Review and approve all GA drawing.
- h. All Consolidated electrical BOQ.
- i. Cable Schedule, Interconnection Schedule
- j. Drawings for integration with OPTCL/ TPCODL existing Substation facilities
- k. Specification for all electrical equipment
- l. I/o Count for ECS.



- m. Lightning Drg.
- n. GTP of GIS, Transformer, 33kV system etc.
- o. Drg. Of GIS Bay, 33kV system Bay, Transformer, LT Panel, Switchgear, Control Panel etc.
- p. Schematic Drawing,
  - Civil
  - q. Review design calculation of piling, structures and foundation including gantry, GIB, CVT, terminations, transformer, cable trench, etc.
  - r. Review building design/ architecture drawing including GIS room, control room etc.
  - s. Review switchyard crossing details, gate, drainage, sewage etc.
  - t. Review and approve all the GA & RC details/drawing
  - u. Consolidated Civil BOQ
  - v. Road, Boundary wall, Fencing, Vehicle parking, Store etc.
  - Mechanical
  - w. Air-conditioning System
- x. Cables
- y. Sheath current calculation
- z. Cable size
  - aa. FO cables and splice boxes
  - bb. Cable route survey report
  - cc. Cable installation procedure and joint procedure
  - dd. GA drawing of joint and pit.
  - ee. Review and approval of drawings and data submitted by Contractors
  - ff. Review and approval of operation and maintenance manual provided by the contractors for accuracy and adequacy and assist TFL in taking over the completed facilities.
  - gg. All design, drawing & document submitted by the Contractors shall be got approved by OPTCL/ TPCODL also.
  - hh. PTC shall hand over complete set of as-built documentation to TFL/PDIL in line with contracts finalised

#### **IV. Quality Assurance & Inspection :**

- a. Witness Factory Acceptance Test inspections along with OPTCL/TPCODL TFL/PDIL at manufacturer premises.
- b. Responsible for clearance for dispatch of material on satisfactory inspection.
- c. Maintain Project Quality by developing Quality Assurance Plan (QAP).
- d. Review works are constructed in compliance with the approved designs and drawings.
- e. Review materials and workmanship in the works conform to the contractual specifications.
- f. Checking of all tests reports for compliance to the respective standards and submission to TFL/PDIL.
- g. Report to TFL any issue that may affect the quality of workmanship with suitable mitigation measures and action plan for implementation.
- h. Coordination with OPTCL/ TPCODL for dispatch instruction

#### **V. Construction Supervision :**

- a. Supervision, monitoring and operationalization of transmission line and substation works including storage, handling of equipment/material at site.
- b. Review implementation plan prepared by the executing agencies.
- c. Monitoring, inspection and acceptance of the completed works from the executing agencies, Co-ordination with local authorities with a view to expedite the works at site.
- d. Prepare monthly progress reports incorporating photographs and describing the progress

- achieved in the reporting period, supported by an update of the construction progress.
- e. Finalization of amenities and specifications with client and contractors.
  - f. Review safety standards followed at site by the contractor.
  - g. Periodic site visits for assessing observations as and when necessary for TFL/OPTCL clarifications.
  - h. Review completion report and drawings for issuance of clearance by statutory authorities.
  - i. Prepare formats required by site representatives for site supervision.
  - j. Hold regular planning and progress meetings to monitor production of design information and approval of drawings, contractors' progress, delays and issue minutes of meeting to TFL.
  - k. Organise, plan, supervise and manage the construction activities as a whole.
  - l. Coordinate, inspect and expedite the work of contractors in order to secure completion of contracts in conformity with plans, specifications and approved schedule.
  - m. Arrange testing services for control of construction materials and methods, where required. The cost of such testing if required shall be borne by TFL.
  - n. Certify quality and quantity of work performed by Contractors and maintain necessary records required for certifying Contractor's measurement according to the condition of Contracts. Perform duties as Engineer-in-charge for the contracts.
  - o. Preparing lag analysis and suggest suitable mitigation measures.
  - p. PTC shall depute qualified and experienced engineers to site for construction supervision during execution of the project. Also, PTC shall depute qualified and experienced engineers to site for pre-commissioning & commissioning of the project.
  - q. PTC shall supervise the construction work for execution in a safe manner.
  - r. Maintaining records such as pour Cards, piling records, piling termination, surveying records
  - s. All the pile terminations to be witnessed and certified by PTC.

#### **VI. Testing and Commissioning**

- a. Prepare detailed schedule & procedure for pre-commissioning / commissioning of 220 kV System
- b. Prepare system wise checklists and ensure resolution of checklists
- c. Witness & provide clearance for pre-commissioning /commissioning activities.
- d. Assist TFL during internal and external for pre-commissioning /commissioning safety audits and ensure compliance of safety audit checklists.
- e. Review the contractor's test procedures for compliance with manufacturers' requirements and design criteria.
- f. Witness in testing, pre-commissioning and commissioning of transmission line and associated substations.
- g. Witness in Acceptance test of components of lines (Towers/conductor), substations, SCADA, communications and protection.
- h. Certificate for successful completion of Commissioning.
- i. Certificate of submission of certified As-built documents.
- j. Handing over of spares and surplus materials.
- k. Recommendations on taking over from contractors.

#### **VII. Warehousing :**

- a. PTC shall keep track of every equipment and material related to the project entering into site/stores.
- b. PTC shall also assist to manage related inventory.

#### **VIII. Documentation :**

- a. PTC shall manage and maintain records of all quantity and quality certification, vendor correspondence, tender document, vendor payment and other vendor documents done in project until commissioning and handing over.
- b. Drawings of all revisions from planning to As-built are to be made available with PTC and are to be shown whenever asked y TFL/PDIL.
- c. PTC with no further delay shall provide all necessary documents requested in as of Vigilance/Audit queries.
- d. PTC shall review the final document submitted by vendors before forwarding to TFL/PDIL. PTC shall arrange to submit following documents and drawings in 6 Sets of hard copies and 2

soft copies to TFL and 2 Sets of hard copies and 1 soft copy to PDIL:

- Design Calculations, documents & drawings
- As-built drawings and documents
- Final Engineering Drawings / approved from construction

**IX. Safety :**

- a. PTC shall ensure safety at all working locations
  - b. PTC shall make note of safety deviations at working locations and levy appropriate penalties for safety violations.
  - c. A dedicated Safety Officer is to be appointed to manage safety pre-talks and to ensure safety systems.
5. PTC shall be responsible for execution of grid connectivity to TFL from LILO Point (i.e. from 220 kV TTPS Rengali Line) as per OPTCL letter reference SGM(C)ZONE-1/830/2019-20/2403(18) dated 25.11.2020 upto TFL Switchyard including 220 kV Switching Substation.
  6. Any other job not specifically mentioned but required for completion of assignment shall be in PTC's scope. Any additional service because of relocation of existing LILO Point shall be mutually discussed.
  7. Payment of any statutory fees, if required, shall be paid by TFL directly.
  8. TFL shall provide dressed up and levelled land for construction of switchyard.

**B. DEPLOYMENT OF RESOURCES:**

PTC shall be deputing a dedicated site team during project construction phase, headed by a Project Head for successful execution of this assignment at Talchar/Angul Odisha. The site team shall be supported by back-end team of experts at PTC Corporate Office

**QUALIFICATION & EXPERIENCNE OF KEY SUPERVISORY PERSONNEL :**

<b>CATEGORY</b>	<b>QUALIFICATION &amp; EXPERIENCE</b>
Project HEAD	Degree in Engineering with minimum 20 years of relevant experience.
Project Coordinator	Degree in Engineering with minimum 20 years relevant experience in Projects.
Contract Manager	Degree in Engineering with minimum 15 years relevant experience in Projects.
Quality Expert	Degree in Engineering with 15 years Project / Engineering Experience of which minimum 5 years should be as QA/QC.
GIS Substation Expert	Degree in Electrical Engineering with minimum 15 years of experience in Substation Projects.
Over Head Transmission Line Design & Structure Expert	Degree in Engineering with minimum 15 years experience in transmission line.
EHV Cabling Expert	Degree in Electrical Engineering with 15 years experience in Projects / Engineering
Civil Expert	Degree in Civil Engineering with minimum 15 years experience in civil construction.

Qc & Inspection Engineer	Degree in relevant Engineering with minimum 3 to 5 years or Diploma with 7 years relevant experience in QA/QC.
Telecommunication & Protection Expert	Degree in Relevant Engineering with minimum 10 years experience.
Automation & SCADA Experts	Degree in Relevant Engineering with minimum 10 years experience.
Environmental Expert	Degree in Relevant Engineering with minimum 10 years experience.
Financial & Legal Expert	Relevant Qualification with minimum 15 years experience
Engineering Team - Electrical Engineer (Substation) - Electrical Engineer (Cable) - Electrical Engineer (TL) - Civil Engineer (Substation) - Civil Engineer (TL)	Degree in relevant Engineering with minimum 3 to 5 years or Diploma with 7 years relevant experience in Project execution.
RESIDENT CONSTRUCTION MANAGER / RESIDENT ENGINEER / SITE-IN-CHARGE	Degree in Engineering with minimum 10 years relevant experience in Projects.
SITE TEAM - Electrical Engineer (Substation) - Electrical Engineer (Cable) - Electrical Engineer (TL) - Civil Engineer (Substation) - Civil Engineer (TL) - Testing & Commissioning Engineer	Degree in relevant Engineering with minimum 3 to 5 years or Diploma with 7 years relevant experience in Project execution.

**Organogram :** To be submitted along with Bid.

**Site Deployment Schedule :** To be submitted along with Bid.

## **SECTION-VI**

# **SCHEDULE OF RATES**

**SCHEDULE OF RATES (SOR)**

SI No.	Item Description	Unit of Measurement	SAC Code	Unit Rate including all taxes & duties except GST (in INR)		Total Amount including all taxes & duties except GST (in INR)	Applicable GST		Total Amount including GST (in INR)
				(In Figures)	(In Words)		%	Applicable GST amount (in INR)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10) = (7) + (9)
1	Detailed Route Survey, Pre-award Engineering & Contracting and Post award project monitoring & supervision as per terms and conditions of the tender document	Lumpsum							

Note:

1. The Total Lumpsum price (excluding GST) quoted above shall remain firm during contract duration and no escalation on whatsoever account shall be entertained.
2. 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.

Date:

Signature of authorized person submitting the tender

Place:

.....  
 (Name & Designation of authorized person)  
 Company seal to be affixed