



तालचेर फर्टिलाइजर्स लिमिटेड
TALCHER FERTILIZERS LIMITED (TFL)

**TENDER DOCUMENT FOR HIRING OF CONSULTANT
FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS
AND PREPARATION OF RISK MITIGATION STRATEGY
FOR VARIOUS PROJECTS OF TFL**

(TENDER NO: TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026)

DUE DATE FOR BID SUBMISSION : 28.07.2026

Issued by
Talcher Fertilizers Limited (TFL),
(Joint Venture Company of RCF, GAIL (India) Ltd., Coal India Ltd. and FCIL)
Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106

ATTENTION
THIS TENDER HAS BEEN ISSUED TO M/S KPMG ASSURANCE AND CONSULTING SERVICES
LLP ONLY

CHECKLIST FOR IMPORTANT TERMS AND DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID DOCUMENTS

Reference Tender Clause	Description	Bidder's Confirmation
Section II (List of Forms and Formats)	Applicable for all bidders: ➤ 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index. ➤ 'Bidder's General Information', as per 'Form F-1'. ➤ 'Agreed Terms and Conditions', as per 'Form F-4' ➤ Copy of Power of Attorney / copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no. 2 of ITB. ➤ Declaration by bidder towards Minimum Local Content as per 'Form - I & Form - II' of Annexure-V of ITB ➤ Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form F-9A' ➤ Integrity Pact as per 'Form F-10' ➤ Other Forms and Formats including Annexures [i.e. Form F-2A, Form F-5, Form F-8, Form F-15, Form F-16] ➤ Tender Document, duly signed/ digitally signed on each page by the Authorized Signatory holding POA. ➤ Additional document specified in BDS, SCC, Scope of Work or mentioned elsewhere in the Tender Document ➤ Any other information/details required as per Tender Document	
Section IV & V (SCC/SOW)	SECTION-IV: SPECIAL CONDITIONS OF CONTRACT (SCC) SECTION-V: SCOPE OF WORK / SERVICES Duly signed and stamped copy of above to be submitted as a token of acceptance by the bidder.	

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SECTION-I

INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: TFL/TAL/C&P/CONSULTANT/2026/SMD

Date: 24.07.2026

To,
M/s KPMG Assurance and Consulting Services LLP

SUB: TENDER DOCUMENT FOR "HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF TFL".

Dear Sir/Madam,

1.0 **Talcher Fertilizers Limited (TFL)**, a Joint Venture of GAIL (India) Ltd., Coal India Ltd., RCF and FCIL, having its registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar – 751014, Odisha, (CIN – U24120OR2015PLC019575) invites bids in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF JOB / BRIEF SCOPE OF WORK / SERVICE	HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF TFL					
(B)	TENDER NO. & DATE	TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026					
(C)	COMPLETION SCHEDULE / PERIOD	Shall be as per Clause No. 7 of Special Conditions of Contract (Section-IV) of Tender Document					
(D)	TYPE OF TENDER	<table><tr><td>E-TENDER</td><td>✕</td></tr><tr><td>MANUAL TENDER</td><td>✓</td></tr></table>		E-TENDER	✕	MANUAL TENDER	✓
E-TENDER	✕						
MANUAL TENDER	✓						
(E)	BID DUE DATE AND ADDRESS FOR BID SUBMISSION & BID OPENING	Bid /offer shall be submitted through email to Undersigned email ID (i.e. sdeogam@tflonline.co.in) on or before <u>28.07.2026</u>. File size should be approx. 10 MB per attachment. <u>The original hard copy of the bid (duly signed) shall be couriered / speed post / submitted through hand to the address mentioned as below:</u> Manager (C&P) Talcher Fertilizers Limited (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist. Angul, Pin-759106, Odisha					
(F)	DECLARATION FOR BID SECURITY	Bidders are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A					

(G)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Mr. Sura Deogam Designation: Manager (C&P) Mobile No.: 9867728370 e-mail : sdeogam@tflonline.co.in
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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. 6 of ITB (Instructions to Bidders). The IFB is an integral and inseparable part of the Tender document.
- 4.0 Bids complete in all respect should be submitted through email to Undersigned email ID (i.e. sdeogam@tflonline.co.in) on or before bid due date.
- 5.0 TFL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Talcher Fertilizers Limited



(Authorized Signatory)

Name : Sura Deogam

Designation : Manager (C&P)

E-mail ID : sdeogam@tflonline.co.in

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026

Description : HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF TFL

Due Date : 28.07.2026

<i>From:</i>	<i>To:</i> Manager (C&P) Talcher Fertilizers Limited (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist. Angul, Pin-759106, Odisha
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[To be pasted on the envelope containing Physical Document]

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SECTION-II

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

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

1. SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in Invitation For Bid (the "**Tender Document /Bid Document**") issued by Employer. Employer/Owner/TFL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 POWER OF ATTORNEY

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

The power of Attorney shall be issued as per the constitution of the bidder as below:

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

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

In case of change of constitution of bidder after submission of bid, the same shall be informed by the bidder to TFL promptly. Failure to same shall be considered as misrepresentation by the bidder.

3 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, TFL will in no case, be responsible or liable for these costs, regardless of the outcome of the bidding process.

4 CONTENTS OF TENDER DOCUMENTS

- 4.1 The contents of Tender Documents are those stated below:

- [Section-I](#) : Invitation for Bid [IFB]*
- [Section-II](#) : Instructions to Bidders [ITB] with Annexures, Forms & Formats**
- [Section-III](#) : General Conditions of Contract [GCC]***
- [Section-IV](#) : Special Conditions of Contract [SCC]
- [Section-V](#) : Scope of Work / Service
- [Section-VI](#) : Schedule of Rates (SOR)

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

**The subject tender is based on standard formats and applicability of some specific clauses may be seen in [Annexure-III](#) to Section-II i.e. BDS (Bidding Data Sheet).

***General Conditions of Contract (GCC) – Consultancy is attached in [Section-IV](#).

- 4.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the RFQ.

5 **LANGUAGE OF BID:**

All the contents of the bid as prepared by the Bidder and all correspondence(s) shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the bidder shall submit English translation copy of the same duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their Country or their Embassy in India or any translator in India recognised /authorised by their Embassy along with the original/copy of the same in it's original language. For the purpose of interpretation, the English translation shall govern.

6 **DOCUMENTS COMPRISING THE BID**

- 6.1 **The bids must be submitted through email (sdeogam@tflonline.co.in) as follows:**

6.1.1 **"TECHNO-COMMERCIAL / UN-PRICED BID"** shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per '[Form F-1](#)'.
- (c) 'Agreed Terms and Conditions', as per '[Form F-4](#)'
- (d) Copy of Power of Attorney / copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no. 2 of ITB.
- (e) Declaration by bidder towards Minimum Local Content as per '[Form – I](#) & [Form - II](#)' of [Annexure-V](#) of ITB
- (f) Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per '[Form F-9A](#)'
- (g) Integrity Pact as per '[Form F-10](#)'
- (h) **Other Forms and Formats including Annexures [i.e. [Form F-2A](#), [Form F-5](#), [Form F-8](#), [Form F-15](#), [Form F-16](#)]**
- (i) Tender Document, duly signed/ digitally signed on each page by the Authorized Signatory holding POA.
- (j) Additional document specified in BDS, SCC, Scope of Work or mentioned elsewhere in the Tender Document.
- (k) Any other information/details required as per Tender Document

Note:

1. All the pages of the Bid must be signed/ digitally signed by the "Authorized Signatory" of the Bidder holding POA.
2. [Form F-6](#) is only to be filled when bidder(s) is submitting Bank Guarantee towards CPS, if applicable & EMD, if applicable.

6.1.2 Price Bid / Financial Bid / Schedule of Rates (SOR)

- i) The Prices are to be submitted strictly as per the Price Bid / Schedule of Rate (SOR). TFL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the SOR and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.

7 BID PRICES

- 7.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole job as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties including **GST (CGST & SGST/UTGST or IGST)**.

Successful bidder is required to provide break-up of various components such as GST (CGST & SGST/UTGST or IGST) included in the quoted prices.

- 7.2 Bidder shall quote for all the items of "Price Bid / SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the job as per Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 7.3 All duties, taxes and other levies [if any] payable by the Bidder under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 7.4 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract period (or any extension thereof) and will not be subject to variation on any account, unless any price escalation / variation is allowed elsewhere in the Tender Document.

8 GST (CGST & SGST/ UTGST or IGST)

- 8.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 8.2 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 Service Provider only. Service Provider providing taxable service shall issue an e-Invoice / Invoice / Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

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

8.3 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 Service Provider has not remitted the amount towards GST (CGST & SGST / UTGST or IGST) collected from TFL to the government exchequer, then, that Contractor shall be put under Holiday list of TFL for 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.

8.4 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, the Service Provider 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.

Beyond the contract period, in case TFL is not entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then any increase in the rate of **GST (CGST & SGST/UTGST or IGST)** beyond the contractual delivery period shall be to Service Provider 's account whereas any decrease in the rate **GST (CGST & SGST/UTGST or IGST)** shall be passed on to the Owner.

Beyond the contract period, in case TFL is entitled for input tax credit of **GST (CGST & SGST/UTGST or IGST)**, then statutory variation in quoted **GST (CGST & SGST/UTGST or IGST)** on supply and on incidental services, shall be to TFL'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 Due Date.

8.5 Where TFL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

8.5.1 Owner/TFL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/TFL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.

8.5.2 The input tax credit of quoted GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids, as per evaluation criteria of tender document.

8.6 Where TFL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-

8.6.1 Owner/TFL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/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.

8.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

- 8.7 TFL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

- 8.8 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 considered by bidder in the Price bid/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 Service Provider.

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

If input Tax credit is not available to TFL for any reason not attributable to TFL, then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/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 Service Provider under this contract or under any other contract.

8.10 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 Service Provider may note the above and quote their prices accordingly.

- 8.11 In case the GST rating of Bidder on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by TFL. Further, in case rating of bidder is negative / black listed after award of job, then TFL shall not be obligated or liable to pay or reimburse GST to such Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OWNER.

- 8.12 GST, as included by the bidder in Price Bid / SOR, shall be deemed as final and binding for the purpose of bid evaluation. In case a bidder includes "zero" GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the "Zero" or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

- 8.13 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). Further, Vendors should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

8.14 **Provision w.r.t. E-Invoicing requirement as per GST Laws:**

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-18 along with documents for release of payment.

- 8.15 **New Taxes & Duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the date of expiry of Contract Period, shall be reimbursed to the Service Provider 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.

- 8.16 Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of TFL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of TFL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of TFL.

9 BID CURRENCIES:

Bidder must submit bid in Indian Rupees only.

10 BID VALIDITY

- 10.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by TFL as 'non-responsive'.
- 10.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder 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 email. Bidder may refuse the request. Bidder agreeing to the request will not be required or permitted to modify his Bid.

11 DECLARATION FOR BID SECURITY

All the bidders (including MSEs, Startups) are required to submit Declaration for Bid Security in bid as per proforma at Form [F-2A](#).

12 FORMAT AND SIGNING OF BID

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

13 E-PAYMENT

Talcher Fertilizers Limited has initiated payments to Service Providers electronically, and to facilitate the payments electronically through **NEFT**.

14 SUBMISSION, SEALING AND MARKING OF BIDS

Bids shall be submitted through E-mail followed by Physical documents addressed to the owner at address specified in IFB.

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

TFL reserves the right to accept or reject Bid, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligations to inform the affected Bidder of the ground for TFL's action.

16 DISCUSSIONS & AVAILABILITY OF PROFESSIONAL STAFF/EXPERTS

The successful bidder shall be invited for discussions if considered necessary by TFL. Discussions will include a discussion of the Technical Proposal, the proposed technical

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

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

Conclusion of the discussion

Discussion will conclude with a review of the draft Contract. To complete discussions TFL and the Consultant will initial the agreed Contract. After completing discussions, TFL shall award the Contract to the selected Consultant. If the discussions with the selected successful bidder fail, the employer/owner/TFL shall cancel the bidding process and re-invite the bids.

17 CORRECTION OF ERRORS

- 17.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in in Price Schedule/Schedule of Rates (SOR) 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 (i.e. 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. 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.
 - (iv) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between "sum of sub totals" and "grand total", "sum of sub totals" shall be taken as correct.
- 17.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

18 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 18.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid

will be intimated to the successful Bidder by TFL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on TFL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed GeM Contract / 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 GeM Contract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM Contract / Letter of Acceptance only.

18.2 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 Agreement as per "ITB: Clause-37".

18.3 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.

18.4 TFL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.

19 SIGNING OF AGREEMENT

19.1 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Tender Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of ' State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA] / Notification of Award" of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).

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

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

20.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from TFL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, there shall be no Contract Performance security / PBG requirement for contracts:

a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149;

b) ~~Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and~~

c) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts)

20.2 The contract performance security shall be for an amount as specified in Bidding Data Sheet (BDS) [Annexure-III to Section-III] towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

Bank Guarantee towards CPS shall be from any Indian scheduled bank or a branch of an

International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

- 20.3 The Service Provider / Consultant shall submit CPS (in the form of Bank Guarantee) as per Form [F-3](#) of Tender Document only. Further, they also submit covering letter along with CPS as per format at [F-6](#).
- 20.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and action as per declaration for Bid Security
- 20.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 20.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17th July 2012. The successful bidder can submit CPS online through issuing bank to TFL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by TFL.
- 20.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of TFL's Bank Account is mentioned in BDS.

While remitting such online transaction, the bidder must indicate **"Security Deposit/ Contract Performance Security against FOA/DLOA no. _____ (service provider to specify the FOA/DLOA No.)"** under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance / Notification of Award."

- 20.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL. The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of order/ contract.
- 20.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.
- 20.10 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 20.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 20.12 In case the Vendor/Contractor is submitting CPS in the form of Fixed Deposit (FDR), Vendor/Contractor is required to submit FDR in the name of Talcher Fertilizers Limited (TFL) A/c _____ (Name of Vendor/Contractor) along with Third Party Deposit

Confirmation Letter from bank. The detailed modalities of FDR along with Third Party Deposit Confirmation Letter is mentioned below -

- (A) The Fixed Deposit Receipt (FDR) submitted by Vendor/Contractor from a Bank based in India shall be duly pledged / lien in favour of "Talcher Fertilizers Limited (TFL)".

The FDR shall be in the name of the Talcher Fertilizers Limited (TFL) A/c _____ (Name of Vendor/Contractor) and the Vendor/Contractor cannot encash / pre-mature this FDR without the discharge letter / NOC / approval of TFL. However, TFL can encash this FDR without the approval of the Vendor/Contractor in case of non-compliance of the terms of the order/contract.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to TFL as per the format of "**Third Party Deposit Confirmation Letter**" placed at **Form F-13**.

Note : FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the Vendor/Contractor within 30 days of the receipt of the notification of award/ FOA from TFL.

Here **Bank** means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. TFL will verify the Fixed Deposit Receipt from issuing bank.

- (B) The FDR submitted should have a validity of at least 'three [03] months' beyond the Warranty Period/Defect Liability Period.
- (C) Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.
- (D) FDR in Original and Third Party Deposit Confirmation Letter in Original has to be kept in Custody of TFL.

- 20.13 In case, TFL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA.

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

- 21.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at [Annexure-I](#) to Section-III.
- 21.2 The Fraud Prevention Policy document is available on TFL's website (www.tflonline.co.in)
- 21.3 Name and contact details of nodal officer are mentioned in BDS.
- 21.4 **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 Service Provider/Bidders 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", the service provider/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by TFL, to such Service Providers/Bidders.

The Service Provider/ Bidder understands and agrees that in such cases where Service Provider/ Bidder 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 Service Provider/ Bidder and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

22 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated at [Annexure-II](#) to Section-III herewith.

23 INCOME TAX & CORPORATE TAX

23.1 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.

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

23.3 TDS

(i) TDS, wherever applicable, shall be deducted as per applicable act/law/rule.

(ii) Higher rate of TDS for non-filers of ITR

As per Section 206AB of Income Tax Act, 1961, in case of any vendor/customer who does not file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

23.4 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 or as amended from time to time.

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

Payment of service provider shall be processed only after fulfilment of above requirement.

24 DISPUTE RESOLUTION MECHANISM

24.1 QUARTERLY CLOSURE OF CONTRACT

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, TFL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues /disputes will be monitored and addressed on quarterly basis for resolution. Vendor (hereinafter referred 'Vendor') should first refer any issues/disputes to Engineer-in-Charge (EIC) for LOA/contracts/ Dealing C&P Executive for Purchase Orders and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

Accordingly, the methodology for resolution of issue(s)/ grievance (s) of Vendor/Supplier shall be as under:

- (i) Any issue should be first referred to EIC for LOA/contracts/ Dealing C&P Executive for Purchase Orders.
- (ii) In case, Vendor is not satisfied, there is a provision of escalation of issue to higher authority in TFL. This option is available two times to vendor.
- (iii) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract.
- (iv) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

24.2 CONCILIATION AND ARBITRATION

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

2.1 All Issue(s)/ Dispute(s) arising out of or in connection with this Agreement [excluding the matters that have been specified as excepted matters at clause (d)] which cannot be resolved by the Parties through Conciliation, shall:

- (a) be finally settled by arbitration administered by the India International Arbitration Centre ("IIAC") in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations ("IIAC Regulations") and the Arbitration and Conciliation Act, 1996 ("the Act") for the time being in force, which regulations are deemed to be incorporated by reference in this clause. It is clarified that in case of any conflict between the IIAC Regulations and the Act, the provisions of the Act shall prevail over the IIAC Regulations.
- (b) The place, seat and venue of the arbitration shall be New Delhi, India. The Tribunal shall consist of Sole Arbitrator to be appointed with the mutual consent of Parties as provided in (c) below. The law governing the arbitration agreement shall be Indian Law. The language of the arbitration shall be English. The cost (i.e. fees, administrative charges, expenses etc.) of arbitration proceedings shall be determined as per the IIAC Regulations and shall be shared equally between the Parties.
- (c) Procedure to be followed by the Parties for appointment of sole arbitrator by mutual consent:

On invocation of the Arbitration clause by either party (on making a request for arbitration with the IIAC and/or to the other party), TFL shall propose 5 (five) names of retired judges of Hon'ble Supreme Court of India and/or Hon'ble High Court from the panel of IIAC to the IIAC and/or the other party and on receipt of names from TFL, the other party shall accept one name out of such proposed 5 names who shall be appointed as Sole Arbitrator. Where the request for arbitration has been made by the other party, TFL shall propose such 5 (five) names within a period of 30 (thirty) days from the date of the receipt of such request from the other party.

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 such proposed 5 names, the right of selection of Sole Arbitrator by the other party shall stand forfeited and the Sole Arbitrator is to be appointed by the Chairperson of IIAC as per the provisions of the IIAC Regulations who shall necessarily be a retired judge of Hon'ble Supreme Court/ High Court.

(d) List of excepted matters:

- (i) Dispute(s)/issue(s) involving claims below Rs. 25 lakhs and above 10 crores.
- (ii) Dispute(s)/issue (s) relating to indulgence of Suppliers/Vendor/Bidder in corrupt/fraudulent/collusive/ coercive practices and the same is under investigation by CBI or Vigilance or any other investigating agency or Government the same shall not be subject matter of arbitration or conciliation mechanism.
- (iii) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the contract.

(e) Foreign Arbitration

The Arbitration and Conciliation Act 1996 has provisions for international commercial arbitration, which shall be applicable if one of the parties has its central management and control in any foreign country.

When the contract is with a foreign supplier, the supplier has the option to choose either the Indian Arbitration and Conciliation Act, 1996 or arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) arbitration rules. The arbitration clause in ICB tenders or RFQ to Foreign OEM/Proprietary bidder should have suitable provision (a suitable arbitration clause will be issued separately). Further, the venue of arbitration should be in accordance with UNCITRAL or arbitration rules of India, whereby it may be in India or in any neutral country.

(f) Arbitration Awards

1. In cases where the TFL has challenged an arbitral award and, as a result, the amount of the arbitral award has not been paid, 75% of the arbitral award (which may include interest up to date of the award) shall be paid by the TFL to the contractor/ concessionaire against a Bank Guarantee (BG). The BG shall only be for the said 75% of the arbitral award as above and not for the interest which may become payable to TFL should the subsequent court order require refund of the said amount.
2. The payment may be made into a designated Escrow Account with the stipulation that the proceeds will be used first, for payment of lenders' dues, second, for completion of the project and then for completion of other projects of TFL as mutually agreed/ decided. Any balance remaining in the escrow

account subsequent to settlement of lenders' dues and completion of projects of TFL may be allowed to be used by the contractor/ concessionaire with the prior approval of the lead banker and TFL. If otherwise eligible and subject to contractual provisions, retention money and other amounts withheld may also be released against BG.

3.0 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.

25 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 relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSE's Disputes ("AMRCD") as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

The above provisions mentioned at clause no. 24 & 25 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.

26 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

27 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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

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

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 service provider. 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 service provider under this contract or under any other contract.

28 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of Tender Document.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of Tender Document.

29 CONTRACTOR 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.

30 CONFLICT OF INTEREST

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 **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.

31 PROFESSIONAL LIABILITY

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

Consultant must have a certain degree of accountability, on its part, for any advice and/or for any service rendered to TFL, keeping in view norms of ethical business, professionalism and the fact that such advice/service is being rendered for a consideration, as per the terms of the contract/tender.

In case of failure by Consultant to above, TFL can initiate action like seeking explanation, issuing warning and any other action as deemed fit as per provisions of contract.

32 DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-Consultancy/SCC.

However, for release of payment, Service Provider is required to submit invoice along with other documents as mentioned in SCC. The final bill is to be submitted within one month after completion.

**PROCEDURE FOR ACTION IN CASE OF 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 "Bidder/Service Provider" is herein after referred as "Agency"
- A.6 "Appellate Authority" shall mean Employer's 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 w.r.t. Banning of business dealings with Agency(ies) and shall be the "Director" concerned.
- A.8 "Allied Agency" shall mean all concerns which come within the sphere of effective influence of the banned/suspended agency shall be treated as allied agency. 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 agency;
 - c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
 - d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e) All successor agency will also be considered as allied agency.
- A.9 "Investigating Agency" shall mean any department or unit of TFL investigating into the conduct of Agency/ party and shall include the Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.
- A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to

prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding TFL's rights of audit or access to information.

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 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.

In addition to above, Recovery of payments including advance payments made, if any, along with interest thereon at the prevailing rate shall be recovered.

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, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of TFL.

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.

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

(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)/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:

Sl. No.	Description	Period of banning from the date of issuance of Banning Order
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process. 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.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 year
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.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by TFL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D. DELETED

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 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants (*referred elsewhere as "Service Provider"*) and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

2.0 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 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.

3.0 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.

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

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

5.1 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 shall 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:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: Holiday (Red Card) for One Year

(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

(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 Two (2) Years.

(b) Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year

(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 (Red Card) for a period of Two 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. 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 Two (2) 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 two 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.

(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 Two Years.**

C) Where Performance rating is “FAIR”:

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

5.3 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 shall be initiated:

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:

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):

(a) First Instance: Holiday (Red Card) for One Year

(b) Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years

2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
 - (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 Two (2) Years.
 - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
 - (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 (Red Card) for a period of Two 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. 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 Two (2) Year.
 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 two 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.
 - (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 Two Years.**

- C) Where Performance rating is "FAIR"
 Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

6.0 REVIEW & RESTORATION OF PARITES PUT ON HOLIDAY

- 6.1 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.

7.0 EFFECT OF HOLIDAY

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

- 7.2 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.

- 7.3. Effect on other ongoing tendering:

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

- 7.3.2 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.

- 7.3.3 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. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

- 8.0 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.

- 9.0 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.

10. 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 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).

11. 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 if paid by the bidder and such bidders shall be debarred from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of two years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card.

12. 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 Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from TFL to the government exchequer, then, that Supplier 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																																																
	<table> <tr> <th>Delivery Period/ Completion Schedule</th><th>Delay in Weeks</th><th>Marks</th></tr> <tr> <td>a) Upto 3 months</td><td>Before CDD</td><td>40</td></tr> <tr> <td></td><td>Delay upto 4 weeks</td><td>35</td></tr> <tr> <td></td><td>" 8 weeks</td><td>30</td></tr> <tr> <td></td><td>" 10 weeks</td><td>25</td></tr> <tr> <td></td><td>" 12 weeks</td><td>20</td></tr> <tr> <td></td><td>" 16 weeks</td><td>15</td></tr> <tr> <td></td><td>More than 16 weeks</td><td>0</td></tr> <tr> <td>b) Above 3 months</td><td>Before CDD</td><td>40</td></tr> <tr> <td></td><td>Delay upto 4 weeks</td><td>35</td></tr> <tr> <td></td><td>" 8 weeks</td><td>30</td></tr> <tr> <td></td><td>" 10 weeks</td><td>25</td></tr> <tr> <td></td><td>" 16 weeks</td><td>20</td></tr> <tr> <td></td><td>" 20 weeks</td><td>15</td></tr> <tr> <td></td><td>" 24 weeks</td><td>10</td></tr> <tr> <td></td><td>More than 24 weeks</td><td>0</td></tr> </table>	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	
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	For Normal Cases : No Defects/ No Deviation/ No failure:	40 marks																																																
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1.3	RELIABILITY PERFORMANCE	20 Marks																																																

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

TALCHER FERTILIZERS LIMITED
PERFORMANCE RATING DATA SHEET
(FOR O&M)

- i) Location :
- 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 Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

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 (For O&M)

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
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations ≤ 2	2 marks
	3. No. of deviations > 2	0 marks

1.3 RELIABILITY PERFORMANCE

20 Marks

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

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

ITB clause	Description						
7 & 8	Details of Buyers: <table border="1"> <tr> <td>Services to be rendered at</td><td>Talcher Fertilizers Limited Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode: 759106, Odisha.</td></tr> <tr> <td>PAN No.</td><td>AAFCT8667A</td></tr> <tr> <td>GST no.</td><td>21AAFCT8667A1ZH</td></tr> </table>	Services to be rendered at	Talcher Fertilizers Limited Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode: 759106, Odisha.	PAN No.	AAFCT8667A	GST no.	21AAFCT8667A1ZH
Services to be rendered at	Talcher Fertilizers Limited Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode: 759106, Odisha.						
PAN No.	AAFCT8667A						
GST no.	21AAFCT8667A1ZH						
9	The currency of the Bid shall be INR						
10	The bid validity period shall be Three (03) months from the date of opening of the bids, whether received through e-mail or in physical form.						
20.7	In case “Contract Performance Security” is in the form of 'Demand Draft' or 'Banker's Cheque', the same should be favor of TFL, payable at New Delhi In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS etc, the details of TFL's Bank account are as under: Account holder's name: Talcher Fertilizers Limited Bank Name: State Bank of India Branch: CAG II, New Delhi Account number: 41256023769 Type (Current/Saving): Current IFSC code: SBIN0017313 Bidder to mention reference no. “CPS/.....” in narration while remitting the CPS amount in TFL's Bank Account.						
19	State of which stamp paper is required for Contract Agreement: Any state. However, value shall be as per Stamp act.						
20	Contract Performance Security / Security Deposit: APPLICABLE <u>The value/ amount of Contract Performance Security (CPS) / Security Deposit (SD)</u> <u>CPS / SD @ 5% of Order / Contract value (excluding GST).</u>						
21.3	Name and contact details of nodal officer are as under: Shri N. Mohanrajan, CM (Instrumentation) Tel: 9777443083 Email: nmohanrajan@tflonline.co.in						
24	Quarterly Closure of Contract: APPLICABLE						
27	Applicability of provisions regarding invoice for reduced value or credit note towards PRS: NOT APPLICABLE						

Provision for procurement from a Bidder which shares a Land Border with India

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, 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. 4) dated 23.02.2023.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

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

Note:

A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.

7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

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

Bidder shall submit a certificate in this regard as [Form F-9A](#).

~~For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form 16B.~~

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.

10. 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.
11. The successful bidder shall not be allowed to sub-contract works to any bidder from a country which shares a land border with India unless such bidder is registered with the Competent Authority. The definition of "bidder 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 F-9A](#).

**POLICY TO PROVIDE PURCHASE PREFERENCE AS PER PUBLIC PROCUREMENT
(PREFERENCE TO MAKE IN INDIA), ORDER 2017**

NOTE: Where ever, any portion of the tender is in repugnant to or at variance with any provisions of the Office Memorandum no. F.1/4/2021-PPD dated 18.05.2023 of Department of Expenditure (DoE), Ministry of Finance with regarding to concurrent application of public procurement policy MSE order 2012 and Public procurement (Preference to Make in India) order 2017, then the provisions of the Office Memorandum no. F.1/4/2021-PPD dated 18.05.2023 of Department of Expenditure (DoE), Ministry of Finance shall be deemed to override the provisions of the tender and shall be to the extent of such repugnancy or variations, shall prevail.

FORM – I

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

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

FORM – II
DECLARATION BY BIDDER TOWARDS MINIMUM LOCAL CONTENT
(TO BE SUBMITTED BY BIDDER ON THEIR COMPANY'S LETTER HEAD)

To,
M/s Talcher Fertilizers Limited

SUB: HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS
AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF
TFL

TENDER NO: TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026

Dear Sir,

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

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

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

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

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

Note:

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

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II
Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)

Vanijya Bhawan, New Delhi
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 effective with immediate effect.

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

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

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

Now therefore the following Order is issued:

1. This Order is Issued pursuant to Rule 153 (III) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:
'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of Imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

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

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

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

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

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

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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

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

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

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

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- a. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

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

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

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

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least

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

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

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

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. Verification of local content:

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

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

10. Specifications in Tenders and other procurement solicitations:

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

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/

✓

brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

1. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

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

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

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

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

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

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

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

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
Secretary, Department for Promotion of Industry and Internal Trade - Chairman
Secretary, Commerce—Member
Secretary, Ministry of Electronics and Information Technology—Member Joint
Secretary (Public Procurement), Department of Expenditure—Member Joint
Secretary (DPIIT)—Member-Convenor

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

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
 - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

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

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

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



(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashpdpiit@gov.in

F. No. DPE/3(3)/10-Fin.
Government of India
Ministry of Finance
Department of Public Enterprises

Block No. 14, CGO Complex,
Lodi Road, New Delhi-110003
Dated the 29th May, 2023

To,

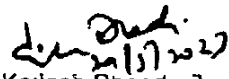
Chief Executives of all CPSEs

Subject:- Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 - regarding

Sir/Madam,

The undersigned is directed to forward herewith a copy of Department of Expenditure O.M. dated 18th May, 2023 on the subject mentioned above for information and strict compliance.

Encl : As stated


(Kailash Bhandari)
Deputy Director
Tel : 2436-6247

Copy to :- Shri Kanwalpreet, Director, Department of Expenditure, Room No. 264-C,
North Block, New Delhi.

No.F.1/4/2021-PPD
Government of India
Ministry of Finance
Department of Expenditure
Public Procurement Division

264-C, North Block, New Delhi.

18.05.2023.

OFFICE MEMORANDUM

Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

Guidelines

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is "MSE Class-I local supplier" - Contract is awarded to L-1.
 - (ii) L-1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier". If lowest quoting "MSE Class-I local supplier" does not accept the L-1 rates, the next higher "MSE Class-I local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.
 - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
 - A. L1 is "MSE but non-Class-I local supplier" or "Non-MSE but Class-I local supplier" - Contract is awarded to L1.
 - B. L1 is "Non-MSE non-Class-I local supplier" - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept - contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only "MSE Class-I local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

y
18/6/2023
(Kanwalpreet)
Director

Tel.: -223093811; email: - kanwal.irss@gov.in

To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

Example explaining applicability in scenario explained in para 4 c (a)(iv)

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item – Desktop computer

Qty – 50 Nos.

Details of bids received

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

LIST OF FORMS & FORMATS

Form No.	Description
<u>F-1</u>	BIDDER'S GENERAL INFORMATION
<u>F-2A</u>	PROFORMA OF DECLARATION FOR BID SECURITY
<u>F-3</u>	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
<u>F-4</u>	AGREED TERMS & CONDITIONS
<u>F-5</u>	E-BANKING FORMAT
<u>F-6</u>	MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE (BG)
<u>F-7</u>	FORMAT FOR CONTRACT AGREEMENT
<u>F-8</u>	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY WITHIN STIPULATED TIME LINE
<u>F-9A</u>	UNDERTAKING REGARDING PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
<u>F-10</u>	INTEGRITY PACT
<u>F-11</u>	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
<u>F-12</u>	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
<u>F-13</u>	PRESCRIBED PROFORMA FOR THIRD PARTY DEPOSIT CONFIRMATION LETTER
<u>F-14</u>	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
<u>F-15</u>	FORMAT FOR LIST OF DEVIATIONS (IF ANY)
<u>F-16</u>	FORMAT FOR NON-DISCLOSURE AGREEMENT

F-1
BIDDER'S GENERAL INFORMATION

To,
M/s Talcher Fertilizers Limited

TENDER NO: TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026

1	Bidder's Name	M/s
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/ Partners/ Directors of the firm/company (Separate Sheet)	1. 2. 3.
3b	Name of Power of Attorney holders of Bidder	
4	Number of years in operation	
5	Address of Registered Office:	City: District: State: PIN/ZIP:
6	Bidder's address where order/contract is to be placed *	City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number & Contact Information address where Order/Contract is to be placed	(Country Code) (Area Code) (Telephone No.) Mobile No. : e-mail ID:
9	Mobile Number of concerned personnel/authorized signatory	
10	PAN No.	
11	GST No. (refer sl. no. 7 above)	

12 a	Whether Micro or Small Enterprise (Please tick (✓) applicable option and strike through the other option)	Yes / No
12 b	Whether MSE is owned by SC/ST Entrepreneur(s) (Please tick (✓) applicable option and strike through the other option)	Yes / No
12c	Whether MSE is owned by Women (Please tick (✓) applicable option and strike through the other option)	Yes / No
13 a	Whether Bidder is a Startup or not (Please tick (✓) applicable option and strike through the other option)	Yes / No

Note: *TFL intends to place the Order/Contract directly on the address from where Goods / Services are produced/dispatched/rendered. In case, Bidder intends to have Order/ Contract with some other address and also for supply of Goods/services from multiple locations, Bidder is required to provide the address on which Order/ Contract is to be placed as mentioned at sl.no.6 above and details of locations as mentioned at sl. no. 7 above.

Place:
Date:

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

F-2A

DECLARATION FOR BID SECURITY
(To be submitted on Letter head of Bidder)

To,
M/s TALCHER FERTILIZERS LIMITED

SUB: HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS
AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF
TFL

TENDER NO: TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum),
we M/s _____ (Name of Bidder) have submitted our offer/ bid
no. _____.

We, M/s _____ (Name of Bidder) hereby
understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per policies of TALCHER
FERTILIZERS LIMITED in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during
the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the TALCHER FERTILIZERS LIMITED
during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions
of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:
Date:
Designation:
Seal

[Signature of Authorized Signatory of Bidder]
Name:

F-3

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY /
SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Talcher Fertilizers Limited, Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____
having registered office at _____ (herein after called the "Service
Provider" which expression shall wherever the context so require include its successors and
assignees) have been placed/ awarded the job/work of
_____ vide DLOA / FOA /

Contract No. _____ dated _____ for Talcher Fertilizers
Limited (TFL) having registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khorda,
Bhubaneswar-751014, Odisha and Site Office at Administrative Building, Talcher, Post-
Vikrampur, Dist. Angul, Odisha-759106 (herein after called the "TFL" which expression shall
wherever the context so require include its successors and assignees).

The Contract conditions provide that the "SERVICE PROVIDER" shall pay a sum of Rs.
_____ (Rupees _____) as full
Contract Performance Guarantee in the form therein mentioned. The form of payment of
Contract Performance Guarantee includes guarantee executed by Nationalized
Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify TALCHER
FERTILIZERS LIMITED, in case of default.

The said M/s. _____ has approached us
and at their request and in consideration of the premises we having our office at
_____ have agreed to give such guarantee as hereinafter
mentioned.

1. We _____ and having net worth more than Rs.
100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency,
hereby undertake to give the irrevocable & unconditional guarantee to you that if default
shall be made by M/s. _____ in performing any of
the terms and conditions of the tender/order/contract or in payment of any money
payable to TALCHER FERTILZERS LIMITED we shall on first demand pay without
demur, contest, protest and/ or without any recourse to the contractor to TFL in such
manner as TFL may direct the said amount of Rupees _____ only or
such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee,
postpone for any time or from time to time the exercise of any of the powers and rights
conferred on you under the order/contract with the said _____ M/s.
_____ and to enforce or to forbear from endorsing any
powers or rights or by reason of time being given to the said _____

M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor/consultant but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by TFL in writing. However, if for any reason, the supplier/contractor/consultant is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor/consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor/consultant till such time as may be determined by TFL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (supplier/contractor/consultant) on whose behalf this guarantee is issued.
6. Bank also agrees that TFL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier/contractor/consultant and notwithstanding any security or other guarantee that TFL may have in relation to the supplier's/contractor's/consultant's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by TFL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Service Provider up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor/Consultant to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. The Bank doth hereby declare that Mr. / Ms. _____ who is the _____ (Designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.
10. Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) _____ (currency in words only) _____
- b) This Guarantee shall remain in force upto _____ (this date shall be the expiry date of the Contract Period, including the Post-Completion Support Period, **as stipulated in the Clause No. 15.0 of SCC of Tender**) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of TFL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly Authorized
to sign on behalf of the Bank

Confirmation Email ID:

IFSC Code of Issuing Bank:

INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK GUARANTEE"

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in clause no. 20.2 of ITB (Section-II) of Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. Service Provider shall submit attached cover letter as per [Form F-6](#) while submitting Contract Performance Security.

F-4
AGREED TERMS & CONDITIONS

To,
M/s Talcher Fertilizers Limited

SUB: HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF TFL

TENDER NO: TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026

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

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
2.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation / variation is allowed in the tender).	
3	Bidder confirms that they have quoted / included GST (CGST & SGST/ UTGST or IGST) in Price bid.	
3.1	Whether in the instant tender services/works are covered in reverse charge rule of GST (CGST & SGST/UTGST or IGST) If yes, Bidder confirms that they have quoted/included applicable GST (CGST & SGST/ UTGST or IGST) in Price Bid	Yes/ No
3.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
3.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti Profiteering Clause).	
3.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	a. _____ b. _____
3.6	Please indicate applicable GST Rate in % considered in quoted Price.	
4	Bidder confirms acceptance of relevant Payment Terms as specified in the Tender Document.	
5	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of DLOA / FOA in case of successful bidder.	
6	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION	
7	Bidder confirms compliance to Completion Period as specified in Tender document.		
8.	a. Bidder declares that uploaded documents are true copies of duly executed originals. b. Bidder confirms acceptance of all terms and conditions of Tender Document (all sections) and its Corrigendum, if any. c. 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 bid due date of submission of bids.		
10.	Bidder furnishes bid security declaration		
11.	Bidder confirms that a. none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of TFL OR b. the bidder is not a firm in which any Director (in Board of Director) of Owner/ TFL or their relative is not a partner.	Confirmed	
		Not confirmed	
12.	All correspondence must be in ENGLISH language only.		
13.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.		
14.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.		
15.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.		
16.	If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable: "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not		

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	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."	
17.	Bidder to ensure all documents as per tender including clause 6 of Section II and all Formats are included in their bid	
18.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work / Service, 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.	
19.	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. 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. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'. 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. 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.	
20.	Bidder confirms that they have read and understood the General Conditions of Contract - Consultancy enclosed at Section-III & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Consultancy.	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
21.	Bidder certifies that they would adhere to the Fraud Prevention Policy of TFL [available on TFL's website (www.tflonline.co.in)] and shall not indulge themselves or allow others (working in TFL) to indulge in fraudulent activities and that they would immediately apprise TFL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of TFL is liable to be treated as crime and dealt with by the procedures of TFL as applicable from time to time.	
22.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
23.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
24.	Bidder confirms that, they have read the provisions of tender (ITB) regarding submission of correct invoice and filing of GST return in time bound manner. Further agree that <i>"Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of TFL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of TFL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of TFL."</i>	

Place:
Date:

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

F-5
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-6

MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR
ALONG WITH BANK GUARANTEE (BG)

1. Bank Guarantee No.		
2. Vendor Name		
3. Bank Guarantee Amount		
4. Tender No. / GeM Contract No. / DLOA No. (whichever is applicable)		
5. Nature of Bank Guarantee		
(Please Tick (☐) Whichever is Applicable)	Contract Performance Security (CPS) / Security Deposit	Earnest Money Deposit (EMD)
6. Details of Bank issuing Bank Guarantee (BG)		
(A) Name of Contact Person		
(B) E-mail ID		
(C) Address		
(D) Phone No. / Mobile No.		

F-7

FORMAT FOR CONTRACT AGREEMENT

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

DLOA / FOA / GeM Contract 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 work 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-8

UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY
WITHIN STIPULATED TIME LINE
(to be submitted on letter head of bidder)

To,

M/s Talcher Fertilizers Limited,

SUB: HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF TFL

TENDER NO: TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security (CPS) / Security Deposit (SD) as specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security (CPS) / Security Deposit (SD) within 30 days from the date of issuance of Notification of Award / Fax of Acceptance.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Bidder Name:

Seal:

F-9A

**UNDERTAKING REGARDING PROVISIONS FOR PROCUREMENT FROM A BIDDER
WHICH SHARES A LAND BORDER WITH INDIA
(to be submitted on letter head of bidder)**

To,

M/s Talcher Fertilizers Limited,

SUB: HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF TFL

TENDER NO: TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026

Dear Sir

We have read the Clause regarding Provisions for Procurement from a Bidder which shares a land border with India (i.e. [Annexure IV](#) of Section-II). Accordingly, we certify that bidder 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 also certify that bidder M/s _____ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered against the tender.

We further certify that bidder M/s _____ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-10

INTEGRITY

PACT

INTEGRITY PACT

INTRODUCTION:

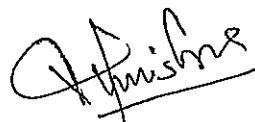
TFL, as one of its endeavour to maintain and foster most ethical and corruption free business environment and to ensure transparency, equity & competitiveness in public procurement, has adopted Integrity Pact, to ensure that all activities and transactions between the Company (TFL) and its Counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

The adoption and implementation of Integrity Pact is governed as per directives and Standard Operating Procedure (SoP) issued by Central Vigilance Commission from time to time.

Bidder is required to execute the Integrity Pact on plain paper as per format & terms and conditions enclosed with all tenders having estimated value of **Rs 1 Crore and above**. In case, a bidder does not sign the Integrity Pact, their bid shall be liable for rejection.

If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact 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"**.

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 Deposit/ Contract Performance Security 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) Sh. Seshagiri Rao Annangi (Email ID: seshagiri2@gmail.com)
- ii) Lt. Gen Harsha Gupta (Email ID: hharsha14@hotmail.com)

This panel is authorised to examine / consider all references made to it under this tender/ contract.

"The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel or with CC to them through their Nodal Officer - Sh. Vivek Mishra, CM (C&P) – Email: vivekmishra@tflonline.co.in, Address: Talcher Fertilizers Limited, Administrative Building, Post – Vikrampur, Dist. Angul, Odisha - 759106.

On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and TFL authorities concerned for their disposal as per extant guidelines.

Vivek Mishra



INTEGRITY PACT (IP)

(To be executed on plain paper)

Between

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

AND

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

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

PREAMBLE

The Principal intends to award under laid down organizational procedures, contract/s for _____ (name of the tender / contract). 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 has appointed Independent External Monitors (IEMs) who will monitor the tender process for compliance with the principles mentioned in this Integrity Pact, the terms and conditions of which shall also be read as integral part and parcel of the tender document and contract between the parties.

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 relevant Bharatiya Nyaya Sanhita (BNS)/ Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can also initiate disciplinary action(s) as per its internal laid down policy and procedure.

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 illegal or undisclosed agreement or understanding, whether formal or informal, including but not limited to prices, specifications, scope of work, certifications, subsidiary contracts, submission or non-submission of bids or any other action(s) to restrict competitiveness or to introduce cartelization in the bidding process.
 - iii) The Bidder (s) / Contractor (s) will not commit any offence under the relevant BNS/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, involved directly or indirectly in the bidding. Similarly, the Bidder (s)/ Contractor (s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the bidding. 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, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract, and/or with the execution of the Contract.
 - vi) The Bidder(s)/Contractor(s) shall not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of the Principal.
 - vii) 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

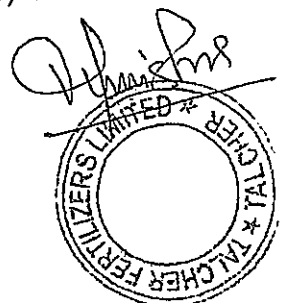
If the Bidder (s) / Contractor (s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor (s) from the tender process and / 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 in accordance with Section 3, the Principal is entitled to demand and recover the damages by forfeiting Earnest Money Deposit / Bid Security.
2. If the Principal has terminated the Contract in accordance with Section 3, or if the Principal is entitled to terminate the Contract in accordance with Section 3, the Principal shall be entitled to demand and recover from the Contractor the damages by forfeiting Contract Performance Security or its equivalent amount (in part/full), as may be decided by the Principal besides resorting to other remedies under the contract and as provided under law.

Section 5 – Previous transgression

1. Bidder(s) to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the Competent Authority. The period for which such transgression(s) is/are to be



reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

2. If the Bidder(s) make false statement on this subject, they can be disqualified from the tender process and/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

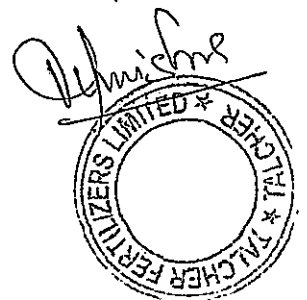
1. If the Bidder is a Partnership Firm, **Integrity Pact(IP)** is required to be signed by all the Partners. If the Bidder is a Consortium/ Unincorporated Joint Venture/Association of Persons, formed solely for the purpose of executing the tendered project, this Pact must be signed by all the Partners/ members of such Consortium/Unincorporated Joint Ventures/Association of Persons. In case Bidder is a Company, including Joint Venture Company, the Pact must be signed by a representative of the Company duly authorized by Board resolution.
2. The Bidder (s) / Contractor(s) shall alone be responsible for any compliance or violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).
3. The Principal will enter into agreements with identical conditions with all Bidders and Contractors as per this format.
4. 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)

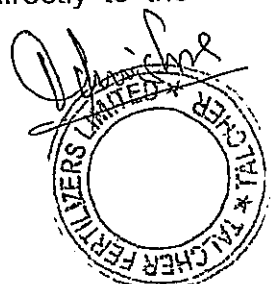
If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform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

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 IEM(s) are not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The IEM(s) would have access to all documents / records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. It will be obligatory for him/her to treat the information and documents of the Bidders / Contractors as confidential. IEM(s) reports to MD, TFL.
3. The Bidder (s)/ Contractor (s) accepts that the IEM(s) have 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 IEM(s), 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 and it shall be the responsibility of the Bidder(s) to ensure the compliance by their sub-contractor(s) appointed as per the provisions of tender as and when warranted.
4. The IEM(s) are under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The IEM(s) have also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM(s) shall inform MD, TFL and recuse himself/herself from that case.
5. The Principal will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project/tender provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEM(s) the option to participate in such meetings.
6. As soon as the IEM(s) notice, a violation of this agreement, they 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 IEM(s) can in this regard submit non-binding recommendations. Beyond this, the IEM(s) have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The IEM(s) will submit a written report to the MD, TFL within 30 days from the date of reference or intimation to them by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the IEM(s) has reported to the MD, TFL a substantiated suspicion of an offence under the relevant BNS/PC Act, and the MD, TFL has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, then only in case of very serious issue having a specific, verifiable Vigilance angle, the matter may be reported directly to the Central Vigilance Commission (CVC).



9. The word IEM(s) would include both singular and plural.
10. In case of any complaints is referred under IP Program accompanied by IP duly signed by an intending bidder, only then the same shall be taken into cognizance by the IEM(s). The role of IEM(s) is advisory and would not be legally binding and it is restricted to resolving the issues raised by an intending bidder regarding any aspect(s) of the tender which allegedly restricts competition or bias towards some bidder.
11. The IEM(s) shall examine all the representations / grievances / complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

Section 9 – Pact Duration

This IP shall come into force 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 dealings as provided under the tender.

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 – Other provisions

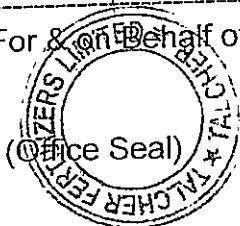
1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. Bhubaneswar. The arbitration/conciliation clause provided in the main tender document/contract shall not be applicable for any issue/dispute arising under Integrity pact.
2. Changes and supplements -as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. Should one or several of the provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
4. All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Tender/Contract



and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

[Handwritten Signature]

(For & on Behalf of Principal)



Place _____
Date _____

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

[Handwritten Signature]
.....
SURA DEOGAM, MANAGER (C&P)
TFL, TALCHER,

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

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

F-11

**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:
DLOA / GeM CONTRACT 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:
Date:

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

**NO CLAIM CERTIFICATE
(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

[On the Letter-head of Contractor]

We, _____, a company incorporated under the laws of India/ a Consortium between *____ and *____ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of *____ and *____ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at _____ and carrying on business under the name and style M/s. _____ were awarded the contract by Talcher Fertilizers Limited (TFL) in reference to Tender No. _____ dated _____ ("Order/Contract").

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Talcher Fertilizers Limited (TFL)

We further absolve Talcher Fertilizers Limited (TFL) from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place:
Date:

[Signature of Authorized Signatory of Service Provider]
Name:
Designation:
Seal:

F-13

PRESCRIBED PROFORMA FOR THIRD PARTY DEPOSIT CONFIRMATION LETTER

Date: __/__/____

To,
Talcher Fertilizers Limited (TFL),
Administrative Building,
Vikrampur, Talcher,
Angul, Odisha – 759106

Sub: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....

Dear Sir/ Madam

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s (Name of the contractor) under the Contract Order No./PO no. / W.O. No/Tender no.. ...This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s. Talcher Fertilizers Limited (TFL) and the payment will be made to M/s. Talcher Fertilizers Limited (TFL) excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of TFL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & TFL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no.

Email Id.

Stamp of Bank.....

Note:

- (i) **This letter forms an integrated part of FDR**
- (ii) **In case confirmation is required, the communication can be send to the following:** Details of Bank officials for confirmations (including Address, Email Id, IFS Code and contact no.)

**PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"**
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

To, M/s Talcher Fertilizers Limited, Administrative Building, Talcher, Post – Vikrampur, Dist- Angul, Odisha - 759106	Insurance Surety Bond No.	
	Date of ISB	
	ISB Valid up to (Expiry date)	
	Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)	
	Stamp Sl. No. / e-Stamp Certificate No.	

Dear Sir(s),

M/s. _____ having registered office at _____ (herein after called the "Contractor/Supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide DLOA/FOA/GeM Contract No. _____ dated _____ for Talcher Fertilizers Limited having registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khorda, Bhubaneswar – 751014, Odisha and site office at Administrative Building, Talcher, Post – Vikrampur, Dist- Angul, Odisha - 759106 (herein after called the "TFL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the CONTRACTOR/SUPPLIER shall pay a sum of Rs. _____ (Rupees _____) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Insurance Surety Bond executed by Insurer, undertaking full responsibility to indemnify TALCHER FERTILIZERS LIMITED, in case of default.

The said M/s. _____ (herein after called the "insurer" which expression shall wherever the context so require include its successors and assignees) has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to TALCHER FERTILIZERS LIMITED that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to TALCHER FERTILIZERS LIMITED we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to TALCHER FERTILIZERS LIMITED in such manner as TALCHER FERTILIZERS LIMITED may direct, the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said

M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. _____ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.
4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by TALCHER FERTILIZERS LIMITED in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by TALCHER FERTILIZERS LIMITED. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. _____ (contractor) on whose behalf this Insurance Surety Bond is issued.
6. Insurer also agrees that TALCHER FERTILIZERS LIMITED at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that TALCHER FERTILIZERS LIMITED may have in relation to the Contractor/Supplier's liabilities.
7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by TALCHER FERTILIZERS LIMITED. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated _____ granted to him by the Insurer.
10. Notwithstanding anything contained herein:
- a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) (currency in words only)
- b) This Insurance Surety Bond shall remain in force upto _____ (this date shall be the expiry date of the Contract Period, including the Post-Completion Support Period, **as stipulated in the Clause No. 15.0 of SCC of Tender**) and any extension(s) thereof; and
11. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the said date, all the rights of TALCHER FERTILIZERS LIMITED under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Insurance Surety Bond:

Name

Designation

Yours faithfully,

Insurer by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the
Insurer

INSTRUCTIONS FOR FURNISHING
"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"

- a) The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- b) The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- c) The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-

stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

- d) The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.
- e) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
- f) Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR
ALONG WITH INSURANCE SURETY BOND**

1	INSURANCE SURETY BOND NO	:		
2	VENDOR NAME	:		
3	INSURANCE SURETY BOND AMOUNT	:		
4	TENDER NO. / GeM CONTRACT NO. / DLOA No. (WHICHEVER IS APPLICABLE)	:		
5	NATURE OF INSURANCE SURETY BOND	:		
	(Please Tick (√) Whichever is Applicable		CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY
6	INSURER DETAILS			
(A)		NAME OF THE CONTACT PERSON		
(B)		EMAIL ID	:	
(C)		ADDRESS	:	
(D)		PHONE NO	:	

F-15

FORMAT FOR LIST OF DEVIATIONS (IF ANY)

SUB: HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF TFL

TENDER NO: TFL/TAL/C&P/CONSULTANT/2026/SMD DATED 24.07.2026

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.

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

Signature :

Name & designation of authorized signatory :

Company Seal :

F-16
FORMAT FOR "NON-DISCLOSURE AGREEMENT"
(To be executed after Award of Contract)

This Non-Disclosure Agreement ("Agreement") is made on this ____ day of _____, 20, at _____.

BETWEEN

Talcher Fertilizers Limited (TFL), a company incorporated under the Companies Act, 2013 having its Registered Office at Talcher Fertilizers Limited having registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khorda, Bhubaneswar – 751014, Odisha and site office at Administrative Building, Talcher, Post – Vikrampur, Dist- Angul, Odisha – 759106 (hereinafter referred to as "**TFL**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

M/s _____, having its registered office at _____ (hereinafter referred to as the "**Consultant**", which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns).

TFL and the Consultant are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties.**"

1. PURPOSE

The Parties intend to exchange certain confidential information in connection with the assignment relating to:

DLOA / FOA / GeM Contract No. dated ----- for " HIRING OF CONSULTANT FOR QUANTUM ANALYSIS, COST-BENEFIT ANALYSIS AND PREPARATION OF RISK MITIGATION STRATEGY FOR VARIOUS PROJECTS OF TFL."

The purpose of this Agreement is to protect such Confidential Information from unauthorized disclosure or use.

2. CONFIDENTIAL INFORMATION

"Confidential Information" means any information, data, document or material, whether oral, written, electronic or in any other form, disclosed by either Party in connection with the Services, including contractual, technical, commercial, financial, engineering, legal and business information, reports, analyses, correspondence, claims records, project documents, proprietary methodologies, information received from third parties, and any other information designated as confidential or which ought reasonably to be treated as confidential. For the avoidance of doubt, Confidential Information shall also include information relating to TFL's shareholders, project contractors, technology licensors, procurement activities, tenders, commercial negotiations, claims, arbitration proceedings, litigation matters, project schedules, pricing information and any information received by TFL from third parties under confidentiality obligations.

3. OBLIGATIONS OF THE PARTIES

Each Party shall:

- a) keep the Confidential Information strictly confidential;
- b) use the Confidential Information solely for the purpose of the assignment;
- c) not disclose the Confidential Information to any third party without prior written consent of the disclosing Party;
- d) disclose the Confidential Information only to its employees, officers, directors, consultants, auditors, legal advisors and subcontractors on a strict "need-to-know" basis and subject to confidentiality obligations no less stringent than those contained herein;
- e) exercise at least the same degree of care in protecting the Confidential Information as it exercises in protecting its own confidential information, and in any event, not less than reasonable care;
- f) promptly notify the disclosing Party of any actual or suspected unauthorized disclosure or use of the Confidential Information.
- g) The Consultant shall remain fully responsible and liable for any breach of confidentiality by its employees, representatives, agents, affiliates, consultants and subcontractors.
- h) The Consultant shall implement appropriate technical, administrative and physical safeguards to protect Confidential Information from unauthorized access, disclosure, loss, alteration, theft, cyber incidents or misuse.

4. EXCLUSIONS

The obligations under this Agreement shall not apply to information which:

- a) is or becomes publicly available without breach of this Agreement;
- b) was lawfully in the possession of the receiving Party before disclosure;
- c) is lawfully obtained from a third party without any confidentiality obligation;
- d) is independently developed without use of the Confidential Information; or
- e) is required to be disclosed pursuant to any applicable law, court order, arbitral award or direction of a competent statutory or regulatory authority, provided that, where legally permissible, the receiving Party promptly notifies the disclosing Party before such disclosure.

5. OWNERSHIP

All Confidential Information shall remain the exclusive property of the disclosing Party.

Nothing contained in this Agreement shall be construed as granting any licence, ownership right, intellectual property right or other interest in the Confidential Information.

6. RETURN OR DESTRUCTION

Upon completion or termination of the assignment, or upon written request of TFL, the Consultant shall promptly return or destroy all Confidential Information, including copies, extracts and electronic records, except where retention is required by applicable law or professional standards. Further, upon written request by TFL, the Consultant shall furnish a written certificate confirming the return or destruction of all Confidential Information.

7. INTELLECTUAL PROPERTY

All reports, analyses, recommendations, databases, presentations, working papers and other deliverables prepared by the Consultant specifically for TFL under the Contract shall vest exclusively in TFL and the Consultant hereby irrevocably assigns all rights, title

and interest therein to TFL., without prejudice to the Consultant's ownership of its pre-existing intellectual property, methodologies, templates, software tools and know-how.

8. NO PUBLICITY

The Consultant shall not issue any press release, publication, advertisement or public announcement, nor use the name, logo or trademark of TFL, its shareholders or the Project, without the prior written approval of TFL.

8A. CONFLICT OF INTEREST

The Consultant shall not undertake any engagement or assignment that may result in an actual, potential or perceived conflict of interest with the Services being rendered to TFL without obtaining prior written approval from TFL.

8B. NON-USE OF TFL INFORMATION

The Consultant shall not use, reproduce, adapt or exploit any Confidential Information, reports, analyses or findings developed specifically for TFL for the benefit of any other client without prior written approval of TFL.

9. SURVIVAL

The obligations under this Agreement shall survive completion, expiry or termination of the Contract and shall remain in force for **Ten (10) years** thereafter, or for such longer period as may be required under applicable law.

10. BREACH

Any unauthorized use or disclosure of Confidential Information shall constitute a material breach of this Agreement.

Without prejudice to any other rights or remedies available under law or the Contract, the affected Party shall be entitled to seek injunctive relief, damages, specific performance or any other appropriate legal remedy.

The Consultant shall indemnify and keep indemnified TFL, its Directors, officers, employees and representatives against any loss, damage, claim, liability, cost or expense arising out of or in connection with any breach of this Agreement by the Consultant.

10A. STATUTORY DISCLOSURES

Nothing contained in this Agreement shall restrict TFL from disclosing Confidential Information to its shareholders, auditors, statutory authorities, Government agencies, courts, tribunals, regulatory bodies, vigilance authorities or any authority as may be required under applicable law or in connection with its business operations.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India.

The courts having jurisdiction at **New Delhi** shall have exclusive jurisdiction over matters arising out of or relating to this Agreement, subject to the dispute resolution provisions of the Contract.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties relating to confidentiality in connection with the assignment and shall be read in conjunction with the Consultancy Contract. In the event of any inconsistency, the provisions of the Consultancy Contract shall prevail.

13. AMENDMENT

No amendment or modification to this Agreement shall be valid unless made in writing and signed by the authorized representatives of both Parties.

14. EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

For Talcher Fertilizers Limited (TFL)	For the Consultant
Signature & Seal Name: _____ Designation: _____ Date: _____	Signature & Seal Name: _____ Designation: _____ Date: _____

SECTION-III

GENERAL CONDITIONS **OF CONTRACT -** **CONSULTANCY**

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

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

AGREEMENT means the agreement concluded on non-judicial stamp paper between TFL and Consultant for Services as per this Tender 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 Detailed Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

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

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

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

ARTICLE 2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT

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

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

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

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

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

ARTICLE 3: TFL'S REPRESENTATIVE

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

ARTICLE 4: CONSULTANT'S REPRESENTATIVE

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

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

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

ARTICLE 5: DELETED

ARTICLE 6: DELETED

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: DELETED

ARTICLE 19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.

- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Consultant.

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

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

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

ARTICLE – 20: RECTIFICATION PERIOD

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

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

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

ARTICLE – 21: Sub-Contract

Any sub contract to be made by the CONSULTANT relating to the services shall be made only to such extent and with such duly qualified specialists and entities as shall be approved in writing in advance by TFL. Upon the request of TFL, the consultant shall submit for TFL's prior approval, the terms of reference or any amendment thereof for such sub contractor's SERVICES. Notwithstanding such approval, the consultant shall remain fully responsible for the performance of services under the CONTRACT.

ARTICLE – 22: NOTICES

- 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.
- 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-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- (a) Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawing and any other documents forming part of this contract wherever the context so requires.
- (b) 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 Condition of Contract and shall to the extent of such repugnancy, or 'variations, prevail.
- (c) 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.
- (d) In case of an irreconcilable conflict between Indian and 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.
 - ii) Schedule of Rates as enclosures of Letter of Acceptance
 - iii) Scope of Work/Job/ Particular Specifications/Drawings, if any.
 - iv) Technical/Material Specifications
 - v) Special Conditions of Contract
 - vi) Instructions to Bidders (ITB)
 - vii) General Conditions of Contract
 - viii) Indian Standards
 - ix) Other Applicable Standards.
- (e) The bidder shall be deemed to have visited the site. Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with scope of work.

2.0 FIRM PRICE

The prices quoted by the Consultant should be firm and not subject to any price escalation.

3.0 OWNER NOT BOUND BY PERSONAL REPRESENTATION

The Consultant shall not be entitled to increase on the scheduled rates or any other right or claim whatsoever by reason of any representations, explanations, statements or alleged representation, promise or guarantee given or called to have been given to him by any person.

4.0 TFL'S OBLIGATIONS

To facilitate timely execution of the assignment, TFL shall, to the extent available, provide reasonable assistance and access to the Consultant, including but not limited to the following:

- (a) Nominate an Engineer In-Charge (EIC) / Nodal Officer/Single Point of Contact (SPOC) for coordination and administration of contract.
- (b) Provide access to relevant contract documents, project records, correspondence, schedules, progress reports, engineering, commercial, financial and legal records, claims records, extension of time approvals, payment records, and such other information as may be reasonably required for performance of the Services. All requested information shall be provided by TFL within a period of 48 hours.
- (c) Facilitate interactions, meetings and discussions with TFL's Project, Commercial, Finance, Contracts, Legal, Engineering and other concerned departments, as well as with the Project Management Consultant (PMC) and other stakeholders, wherever considered necessary.
- (d) Provide reasonable access to the Project Site and other locations, as required for verification of project status, records and physical progress.
- (e) Review the reports, analyses and other deliverables submitted by the Consultant and communicate its comments and observations within mutually agreed timelines
- (f) Provide clarifications, additional information, approvals and decisions, wherever required, to enable timely completion of the assignment.
- (g) Extend all reasonable cooperation as may be necessary to enable the Consultant to perform the Services in accordance with the Contract.

5.0 AVAILABILITY OF INFORMATION

The Consultant shall perform the Services based on the information, records and documents made available by TFL. Where any information or document is not available with TFL or is under the custody of third parties, the Consultant shall proceed based on the available information and shall clearly identify the assumptions, limitations and their likely impact, if any, in the relevant deliverables. Non-availability of such information shall not, by itself, relieve the Consultant of its obligations under the Contract, except to the extent it materially affects the performance of the Services.

6.0 ENGINEER IN CHARGE (EIC)

- 6.1** The Engineer-in-Charge (EIC) shall act as the primary point of coordination between TFL and the Consultant, facilitate access to relevant information and stakeholders, monitor the progress of the assignment, review deliverables, and administer the Contract. The Consultant shall keep the EIC informed of the progress of the Services and submit periodic progress reports and deliverables as required under the Contract.
- 6.2** The EIC may review and provide comments on any deliverable submitted by the Consultant and require clarification, modification or additional information to ensure compliance with the Scope of Work and the provisions of the Contract. The Consultant shall suitably address such observations within the time specified by the EIC.
- 6.3** TFL reserves the right to suspend, defer or modify the Services, in whole or in part, due to administrative, contractual, legal, regulatory or business requirements. The Consultant shall comply with the instructions of the EIC and take necessary measures to safeguard the work already performed. Where justified, the EIC may recommend an appropriate extension of time in accordance with the Contract.

- 6.4** Review, comments, acceptance or certification of any report, analysis, recommendation or other deliverable by the EIC or TFL shall not relieve the Consultant of its professional responsibilities, the accuracy and completeness of its deliverables, or its obligations under the Contract.

7.0 COMPLETION SCHEDULE / PERIOD:

The Consultant shall complete the assignment and submit the Final Report together with all associated deliverables within Twelve (12) Weeks from the date of the Kick-off Meeting.

The completion period shall broadly include, but not be limited to, the following:

- a) Kick-off Meeting and submission of the Work Plan, document/data requirement matrix and execution schedule;
- b) Review of contract documents, project records and relevant technical, commercial, financial and legal records;
- c) Site visits, stakeholder interactions, meetings and verification of project status, wherever required;
- d) Assessment of contractual entitlement, delay and schedule analysis, cost and quantum assessment and cost-to-complete assessment;
- e) Financial, commercial and contractual assessment, including cost-benefit analysis, evaluation of available alternatives, amicable settlement and risk mitigation assessment;
- f) Submission of interim reports, draft reports, presentations and other deliverables, as required by TFL;
- g) Incorporation of TFL's comments and finalisation of reports; and
- h) Submission of the Final Report, executive presentation and all other deliverables specified under the Scope of Work.

Any delay attributable solely to the non-availability of documents, information, approvals or decisions from TFL or other stakeholders, or due to Force Majeure events affecting the performance of the Services, may be considered by TFL for grant of a corresponding extension of time without any additional financial implication to TFL.

The Consultant shall continue to provide Post-Completion Support in accordance with the provisions of the Contract, including clarifications, presentations, discussions, review meetings, evaluation of revised claims or proposals, and professional assistance during amicable settlement or other proceedings, as may be reasonably required by TFL, for a period of three (3) months from the date of acceptance of the Final Report. Such support shall be deemed to be included in the Contract Price unless otherwise expressly provided under the Contract.

8.0 KICK-OFF MEETING

Prior to commencement of the Services, a Kick-off Meeting shall be convened at TFL's Office, or through virtual mode, as decided by the Engineer-in-Charge (EIC) or its authorized representative. The Consultant shall make a presentation covering, inter alia, the following:

- a) Understanding of the assignment, key objectives, proposed methodology and execution approach;
- b) Scope of Services, work plan, key activities, deliverables, milestones and timelines;
- c) Proposed methodology for contract and project documentation review, contractual entitlement assessment, delay and schedule analysis, cost and quantum assessment, cost-to-complete assessment, financial, commercial and risk

- assessment, cost-benefit analysis, and evaluation of available alternatives, including commercial settlement and dispute resolution;
- d) Data, documents, information, stakeholder interactions and other inputs required for execution of the assignment;
 - e) Proposed schedule for site visits, meetings, workshops, data collection, analysis, review of deliverables and submission of reports; and
 - f) Key assumptions, dependencies, critical risks and support required from TFL for timely completion of the assignment.

The Consultant shall, within **seven (7) days** from the date of the Kick-off Meeting, or such extended period as may be approved by the EIC, submit the Inception Report including the following:

- a) Detailed Work Plan and methodology;
- b) Document/Data Requirement Matrix;
- c) Stakeholder Interaction Plan, where considered necessary;
- d) Detailed execution schedule indicating key activities, deliverables, milestones and timelines; and
- e) Any other information or document reasonably required for effective execution of the Services.

The Work Plan and execution schedule shall be reviewed by the EIC and, upon acceptance, shall form the basis for monitoring the progress of the assignment. Any modification to the agreed Work Plan, milestones or timelines shall require the prior approval of the EIC.

The Kick-off Meeting and acceptance of the Work Plan shall not relieve the Consultant of its obligations, responsibilities or liabilities under the Contract, nor shall it constitute approval or acceptance of the Consultant's methodology, analyses, findings or recommendations.

9.0 CONFIDENTIALITY:

The Consultant shall maintain strict confidentiality of all documents, data, information, reports, records and other materials obtained, accessed or generated in connection with the Services and shall use such information solely for the purpose of performing its obligations under the Contract. The Consultant shall not disclose, publish, reproduce, copy, or otherwise make available any such information to any third party without the prior written consent of TFL, except to the extent required under applicable law or pursuant to the order of a court or other competent statutory or regulatory authority.

The Consultant shall ensure that its employees, personnel, representatives, associates and sub-consultants (if any), who have access to such information, are bound by confidentiality obligations no less stringent than those contained herein.

The obligations under this Clause shall survive the completion, termination or expiry of the Contract.

10.0 PAYMENT TERMS

Payment shall be made as follows:

Sr. No.	Milestone	Deliverable / Documentary Evidence	Payment
1.	Inception & Interim Assessment	Submission of the Report and presentation comprising methodology, work plan, execution schedule, document requirement matrix, Contract & Claims Documentation Review, Contractual Entitlement Assessment, Delay Assessment, Cost Claims Assessment and preliminary Cost-to-Complete Assessment.	40% of the Fee Quoted by the Consultant
2.	Draft Final Report	Submission and presentation of the Draft of Final Report containing Cost-to-Complete Assessment, Strategic Option Evaluation, Negotiation Strategy, Risk Mitigation Strategy, financial/commercial assessment, Cost-Benefit Analysis and recommendations along with incorporation of TFL's comment on Interim Report, where applicable.	40% of the Fee Quoted by the Consultant
3.	Final Completion	Submission and acceptance of the Final Report, Executive Presentation, editable soft copies, supporting working papers and all other deliverables specified under the Contract.	20% of the Fee Quoted by the Consultant

Payment against each milestone shall be released only after submission of the respective deliverables and certification by the Engineer-in-Charge (EIC) that:

- the deliverables have been submitted in accordance with the Scope of Work and the provisions of the Contract;
- the deliverables are complete, technically acceptable, and satisfy the requirements of the respective milestone;
- the comments and observations communicated by TFL, if any, have been suitably addressed by the Consultant; and
- the corresponding milestone has been satisfactorily achieved in accordance with the approved Work Plan and agreed timelines.

Where the EIC identifies any deficiency or requires clarification, correction or modification to the deliverables, the Consultant shall revise and resubmit the deliverables within the period specified by the EIC. The corresponding milestone payment shall become due only upon acceptance of the revised deliverables by the EIC.

The certification of a milestone by the EIC shall be solely for the purpose of processing the corresponding milestone payment and shall not constitute acceptance of the Consultant's findings or recommendations, nor relieve the Consultant of its obligations, liabilities or responsibilities under the Contract. TFL shall endeavour to review the deliverables and communicate its comments or acceptance within fifteen (15) days of receipt of the deliverables.

Payment will be released for the correctly made bills normally within Fifteen (15) days from the date of submission of bills duly certified by EIC. The Company shall not pay any interest for any delayed processing of the bills.

Full payment including GST will be released at the time of processing of invoice for payment, where the GST amount reflects in Form GSTR-2A of TFL. However, in case where the GST amount doesn't reflect in Form GSTR-2A of TFL, the amount of GST will be released after reflection of GST amount of corresponding invoice in Form GSTR-2A of TFL.

PAYING AUTHORITY

Director (Finance)
Talcher Fertilizers Limited (TFL)
Administrative Building, Talcher,
Post – Vikrampur, Dist. Angul (Odisha) - 759106

Please note that the GSTN of Talcher Fertilizers Ltd., Talcher is 21AAFCT8667A1ZH.

11.0 OUT OF POCKET EXPENSES

In addition to the Consultancy Fee, TFL shall reimburse the Consultant for reasonable Out-of-Pocket Expenses (OPE) actually incurred in connection with execution of the Services involving travel outside the Consultant's base office location (Delhi/Mumbai), wherever specifically required by TFL. Such expenses may include travel, boarding, lodging, local conveyance and other incidental expenses directly related to the assignment.

Reimbursement shall be made on actual basis against submission of supporting invoices, bills, receipts and other documentary evidence, subject to certification by the Engineer-in-Charge (EIC). TFL shall reimburse to and fro economy class Air Fare or 2nd Class AC Rail Fare as per actuals. For the purpose of Boarding & Lodging and other expenses, the tariff shall be limited to stay in normal/deluxe rooms excluding presidential suites.

Reimbursement shall be admissible only for prior consent of travel from Engineer-in-charge of TFL. Eligible claims shall be reimbursed within Fifteen (15) days from the date of submission of a complete claim with all supporting documents.

The aggregate reimbursement towards Out-of-Pocket Expenses (OPE) shall not exceed five percent (5%) of the Contract Price (excluding GST).

No reimbursement shall be admissible for expenses that are unsupported by valid documentary evidence or incurred without the prior approval of TFL, wherever such approval is required.

Goods and Services Tax (GST), wherever applicable on reimbursable expenses, shall be reimbursed at actuals subject to submission of valid tax invoices and compliance with the applicable statutory provisions.

12.0 VALIDITY OF CONTRACT PERFORMANCE SECURITY

The Consultant shall furnish the Contract Performance Security (CPS) in accordance with the provisions of the Tender Document. The CPS shall remain valid throughout the Contract Period, including the Post-Completion Support Period, with an additional claim period, if specified in the Contract.

The CPS shall be released only after satisfactory completion of all contractual obligations by the Consultant, including fulfilment of the Post-Completion Support obligations, and upon certification by the Engineer-in-Charge (EIC) that all obligations under the Contract have been duly discharged.

13.0 DEFECT LIABILITY PERIOD

The Defect Liability Period (DLP) shall not be applicable to this Tender.

Notwithstanding the above, the Consultant shall provide Post-Completion Support during the Post-Completion Support Period in accordance with the provisions of the Contract. Such support shall include, inter alia, furnishing clarifications, presentations, supplementary analyses and reports, responses to queries, participation in meetings and discussions, and such other professional assistance in relation to the Services and deliverables as may be reasonably required by TFL.

The Post-Completion Support shall be deemed to be included in the Contract Price, and no additional payment shall be admissible unless otherwise expressly provided under the Contract.

14.0 PRICE REDUCTION SCHEDULE (PRS)

The Price Reduction Schedule (PRS) shall not be applicable for this tender.

15.0 POST-COMPLETION SUPPORT PERIOD

The Consultant shall provide Post-Completion Support for a period of **three (3) months** from the date of acceptance of the Final Report by TFL, unless otherwise extended by mutual agreement in writing.

During the Post-Completion Support Period, the Consultant shall, as may be reasonably required by TFL, provide professional assistance including, but not limited to, the following:

- a) Furnishing clarifications, explanations and responses to queries relating to the reports, analyses and other deliverables submitted under the Contract;
- b) Participating in online / offline meetings, discussions and amicable settlement under various contracts/packages of TFL and other stakeholders, as required by TFL;
- c) Reviewing and evaluating revised claims, counter-proposals, settlement proposals and other documents submitted by contractors under various contracts/packages of TFL; However, no new claims shall be reviewed or evaluated during this post completion support period.
- d) Advising TFL on the contractual, technical, commercial, financial and legal implications arising during settlement discussions or dispute resolution proceedings;
- e) Assisting TFL in preparation, review and finalisation of settlement documentation or other documents arising out of dispute resolution proceedings; and
- f) Providing any other professional assistance reasonably required by TFL in connection with the Services performed under the Contract.

The Post-Completion Support shall be deemed to be included in the Contract Price, and no additional payment shall be admissible unless otherwise specifically provided in the Contract.

The obligations of the Consultant during the Post-Completion Support Period shall survive the submission and acceptance of the Final Report and shall not be construed as a Defect Liability Period. Any requirement for professional services beyond the Post-Completion Support Period shall be subject to mutual agreement between the Parties.

SECTION-V

SCOPE OF SERVICES / **WORK**

SCOPE OF SERVICES / WORK

1. BACKGROUND OF THE COMPANY AND ASSIGNMENT

Talcher Fertilizers Limited (TFL) is a Joint Venture (JV) of GAIL (India) Ltd., Coal India Ltd. (CIL), Rashtriya Chemicals & Fertilizers Ltd. (RCF) and Fertilizer Corporation of India Ltd. (FCIL) was incorporated on 27.10.2015 to revive the Talcher unit of FCIL.

The project broadly consists of Coal Gasification Unit, Ammonia Plant with design capacity of 2200 MTD and Urea Plant with design capacity of 3850 MTPD along with associated facilities. The project will have an output of 1.27 MMTPA of 'Neem' coated prilled urea using coal as feedstock. The project is expected to be mechanically completed by Dec. 2027. The unit will utilize about 2.5 MMTPA coal from Talcher Mines. There is also provision of blending up to 25% Pet-coke to handle high ash content in coal.

TFL has awarded following Engineering, Procurement and Construction (EPC)/Lump Sum Turnkey (LSTK) contracts/packages for execution of its Project at Talcher, Odisha –

- (1) Coal Gasification Package
- (2) Ammonia Urea Package

Owing to the scale and complexity of these contracts, contractors may submit claims arising out of delays, changes in scope, force majeure events, price escalation, extended execution period and other contractual events, which may have significant financial, contractual, commercial and legal implications for the Project.

The required services shall be limited to above two packages.

2. OBJECTIVE

The Consultant shall provide independent professional consultancy services to assist Talcher Fertilizers Limited (TFL) in evaluating, assessing and advising on all contractual, technical, financial, commercial and legal aspects relating to the anticipated and/or submitted claims arising under various contracts/packages of TFL.

The Consultant shall act as an independent professional advisor and provide objective, evidence-based analyses & recommendations on contractual entitlement, admissible claim quantum, delay and cost assessment, cost-to-complete, risk mitigation measures, and evaluation of the available alternatives, including commercial settlement and dispute resolution, to enable TFL to determine the most appropriate course of action while safeguarding its contractual, commercial, financial and legal interests.

3. DETAILED SCOPE OF WORK / SERVICES

The Consultant shall provide independent professional consultancy and advisory services to assist Talcher Fertilizers Limited (TFL) in evaluating the anticipated and/or submitted claims arising under various contracts/packages of TFL. The Scope of Work shall include, but not be limited to, the following:

(a) Contract, Claims and Project Documentation Review

- a. Review earlier claims assessment
- b. Review EPC contract, amendments and key clauses
- c. Review contractor claims and supporting documentation
- d. Assess contractual tenability of claims
- e. Review contractual correspondences and respective positions

(b) Cost Claims Assessment

- a. Assess price escalation and commodity cost impacts
- b. Assess events impacting supply chain and logistics
- c. Assess payment delays and financing impacts
- d. Review independent assessment of cost claims
- e. Assess cost claims against each category of events

(c) Delay Assessment

- a. Review baseline schedule, progress and updates
- b. Identify and assess delay events
- c. Attribution of delays – excusable, compensable and concurrent
- d. Assess impact on critical path and completion timeline
- e. Evaluate extended stay / prolongation claims

(d) Cost-to-Complete Assessment

Independently assess the cost required for completion of the Project by evaluating the balance scope of work, physical progress, procurement status, residual engineering, construction, testing, commissioning, performance guarantee obligations and associated completion costs. Compare the independent assessment with Contractor's estimates and identify funding gaps & potential cost optimization opportunities, if any, if any.

(e) Negotiation Strategy Support

- a. Review of TFL's position against the assessment of delay and cost claims
- b. Evaluate extra contractual claims and related provisions
- c. Prepare scenarios for claims negotiations and cost claims value
- d. Identify key negotiation levers and settlement options
- e. Support commercial discussions with the contractor

(f) Strategic Option Evaluation

- a. Evaluate cost benefit analysis of various options/alternatives for internal decision making
- b. Provide management-ready recommendations and decision support for commercial prudence

(g) Reports and Deliverables

Submit periodic reports, presentations and a comprehensive Final Report containing an Executive Summary, contractual entitlement assessment, admissible quantum of claims, delay analysis, cost-to-complete assessment, financial, commercial and risk assessment, options analysis and recommendations. The Consultant shall also provide presentations to the Management, Board of Directors and other authorities, as required.

4. PERSONNEL OF THE CONSULTANT

The Consultant shall deploy suitably qualified and experienced personnel for execution of the Services. **The Consultant shall, along with its bid, submit the details of the proposed personnel, including their qualifications, relevant experience and roles/responsibilities in the assignment.**

The personnel proposed in the bid shall ordinarily be deployed for execution of the Services. Where the performance of any personnel is found to be unsatisfactory, the EIC may require the Consultant to replace such personnel within a reasonable period, at no additional cost to TFL.

SECTION-VI

SCHEDULE OF RATES **(SOR)**

PREAMBLES TO SCHEDULE OF RATES

1. The Schedule of Rates (SOR) shall be read in conjunction with the Tender Document, including the Scope of Work, Special Conditions of Contract (SCC), General Conditions of Contract (GCC), Technical Specifications, and all other provisions of the Contract.
2. The Bidder shall quote a **Lump Sum Fixed Consultancy Fee** for complete execution of the Scope of Work specified in the Tender Document. The quoted price shall include all professional fees, personnel costs, supervision, office overheads, administrative expenses, communication, software, hardware, report preparation, documentation, profit, and all other costs necessary for satisfactory completion of the assignment, **excluding Out-of-Pocket Expenses (OPE), which shall be reimbursed separately in accordance with the provisions of the Contract.**
3. The quoted price shall remain firm and fixed throughout the Completion period and shall not be subject to any escalation on any account whatsoever, except for statutory variations in GST, where applicable.
4. The Bidder shall be deemed to have carefully examined the Tender Document and shall have considered the Scope of Work, contractual obligations, risks, contingencies, and all costs necessary for satisfactory execution of the Services. No claim for additional payment on account of any omission, misunderstanding or misinterpretation of the Tender Document shall be entertained.
5. The quoted price shall include the cost of all activities required for completion of the Scope of Work, including meetings, presentations, stakeholder consultations, data collection, analysis, report preparation, revisions, clarifications and post-completion support, except for reimbursable Out-of-Pocket Expenses (OPE) as provided under the Contract (i.e. capped to maximum 5% of contract value excluding GST).
6. Goods and Services Tax (GST) shall be quoted separately and shall be payable at actuals, as applicable.
7. Payment shall be released only upon achievement of the specified milestones, submission of the corresponding deliverables and certification by the Engineer-in-Charge (EIC) in accordance with the Payment Terms specified in the Tender.
8. Any item, activity or service not specifically mentioned in the Schedule of Rates but reasonably required for successful completion of the Scope of Work shall be deemed to be included in the quoted Lump Sum Price, and no separate payment shall be admissible on that account.
9. The Bidder shall quote prices in Indian Rupees (INR) only.

SI No	Item Description	Unit of Measurement (UOM)	Qty.	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 amount (in INR)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10) = (7) + (9)
1	Consultancy Services for carrying out contractual entitlement assessment, quantum analysis, delay and cost claims assessment, cost-to-complete assessment, cost-benefit analysis, preparation of risk mitigation strategy, evaluation of available alternatives, including commercial settlement and dispute resolution, and providing professional advisory and other allied support relating to the anticipated and/or submitted claims arising under various contracts/packages of TFL, in accordance with the Tender Document. Note: Quoted price shall be inclusive of administrative charges except Out of Pocket Expenses.	Lump sum	1						
2.	Total Amount (including applicable GST)								

Date:

Signature of authorized person submitting the tender

Place:

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