



TALCHER FERTILIZERS LIMITED

**TENDER NO. TFL/TAL/C&P/WATER_PURIFIER/2026
DATED 25.06.2026**

**TENDER DOCUMENT FOR “DESIGN, ENGINEERING,
SUPPLY, INSTALLATION AND COMMISSIONING WITH
ONE YEAR COMPREHENSIVE WARRANTY OF A
WATER PURIFICATION & DISINFECTION PLANT AT
VIKRAMPUR GUEST HOUSE” FOR TFL, TALCHER**

OPEN DOMESTIC TENDER

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

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit etenders.gov.in



TABLE OF CONTENTS

SL. NO.	SECTION NO.	DESCRIPTION
1.0	I	INVITATION FOR BID (IFB)
2.0	II	BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY
3.0	III	INSTRUCTIONS TO BIDDERS (ITB)
		ANNEXURES
		FORMS & FORMATS
4.0	IV	GENERAL CONDITIONS OF CONTRACT (GCC) FOR WORKS
5.0	V	SPECIAL CONDITIONS OF CONTRACT (SCC)
6.0	VI	SCOPE OF WORK / SERVICE
7.0	VII	SCHEDULE OF RATES (SOR)

SECTION-I

INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: TFL/TAL/C&P/WATER_PURIFIER/2026

Date: 25.06.2026

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER".

Dear Sir/Madam,

1.0 **Talcher Fertilizers Limited (TFL)**, a Joint Venture of GAIL (India) Ltd., Coal India Ltd., RCF and FCIL, having it's registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar – 751014, Odisha, (CIN – U24120OR2015PLC019575) invites bids from eligible bidders for the subject job, 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	"DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER	
(B)	TENDER NO. & DATE	TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	<input checked="" type="checkbox"/>
		TWO BID SYSTEM	<input checked="" type="checkbox"/>
(D)	TYPE OF TENDER	E-TENDER	<input checked="" type="checkbox"/>
		MANUAL	<input checked="" type="checkbox"/>
(E)	COMPLETION / CONTRACT PERIOD	Shall be as per Clause No. 5.0 of Section-V (Special Conditions of Contract) of Tender.	
(F)	BID EVALUATION CRITERIA (BEC)	APPLICABLE	<input checked="" type="checkbox"/>
		NOT APPLICABLE	<input checked="" type="checkbox"/>
(G)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input checked="" type="checkbox"/>
		NOT APPLICABLE	<input checked="" type="checkbox"/>
		Amount: INR 48,118/- (Refer Clause No. 16 of ITB)	

(G.1)	DECLARATION FOR BID SECURITY	Bidders who are allowed for exemption as per Clause No. 16.9 (Start-Ups and CPSEs) are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A
(H)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 25.06.2026 (14:00 hrs., IST) to 16.07.2026 (14:00 hrs., IST) on following websites: CPP Portal – etenders.gov.in TFL Website – http://tflonline.co.in
(I)	DATE & TIME OF PRE-BID MEETING	Through Microsoft Team Monday, 29 June · 11:00 – 11:30 Microsoft Team joining info Video call link: https://teams.microsoft.com/join/41908396832343?p=QxqaJlRrVENPRZiDm
(J)	DUE DATE & TIME OF BID-SUBMISSION	Date : 16.07.2026 Time : 14:00 hrs.
(K)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 17.07.2026 Time : 14:30 hrs.
(L)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Mr. Ankit Kumar Maurya Designation: Manager (C&P) Mobile No.: 7899813421 e-mail : ankit@tflonline.co.in
(M)	CONTACT PERSON FOR SITE VISIT	M/s. Talcher Fertilizers Ltd. (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode-759106, Odisha Kind Attention: Mr. Saurabh Raj CM (Chemical) Tel No. : +91-7043347939 E-mail : saurabh.raj@tflonline.co.in

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. 11 of ITB (Instructions to Bidders). The IFB is an integral and inseparable part of the Tender document.
- 4.0 *Bid must be submitted only on CPP Portal (etenders.gov.in). Further, the following documents in addition to uploading the bid on CPP Portal (etenders.gov.in) shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date to the address mentioned in Bidding Data Sheet (BDS) [Annexure-IV to Section-III], provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time:-*
- i) EMD / Declaration for Bid Security**
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its

amendment(s) if any from websites as mentioned at Sr. No. 2.0 (H) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the CPP Portal only. Bidders are requested to visit the CPP Portal regularly to keep themselves updated.
- 9.0 All bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0 Bidders are required to update their GST registration details on CPP Portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on CPP Portal. TFL's decision in this regard shall be final.

This is not an Order.

For & on behalf of
Talcher Fertilizers Limited

(Authorized Signatory)

Name : Ankit Kumar Maurya
Designation : Manager (C&P)
E-mail ID : ankit@tflonline.co.in
Contact No. : 7899813421

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

Description : “DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE” FOR TFL, TALCHER

Due Date : 16.07.2026 at 14:00 hrs.

From:	To: MANAGER (C&P) Talcher Fertilizers Limited (TFL), Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106
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(To be pasted on the envelope containing Physical Document)

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SECTION-II

BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY

SECTION-II**BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY****1.0 Technical Bid Evaluation Criteria (BEC):**

Sl. No.	BEC (Technical)	Document(s) to qualify BEC (Technical)
1	<p>Bidder shall have successfully completed order(s)/ contract(s) for “Similar Works (*)” in previous seven (07) years prior to be reckoned as on due date of bid submission for:</p> <p>(a) Experience of single order of “similar works” having the designed capacity not less than 2000 litres per hour</p> <p>(*) “Similar Works” refers to: “Design, Engineering, Supply, Installation and Commissioning of Water Purifier Plant / Water Filtration Plant / RO Plant / Water Treatment Plant”</p> <p>Note: In case the Bidder has executed /completed any composite works; then installed plant capacity shall be considered for the purpose of qualification.</p>	<p>(a) Bidder must submit proof of experience by providing copies of Work Order (WO) / Contract Agreement / Letter of Award (LOA) along with its detailed Schedule of Rates (SOR) / Scope of Work (SOW) mentioning required details. Bidder must also submit completion certificate issued by end user/owner clearly indicating as under -</p> <ul style="list-style-type: none"> ➤ Name & Address of client issuing certificate, ➤ Reference of relevant work order / contract agreement / Letter of Award (LOA) no. along with date of issuance of work order / contract agreement / Letter of Award (LOA) ➤ Completed value ➤ Actual date of successful completion <p>In cases where bidder has executed the job / work as a sub-contractor, such Completion certificate (for compliance to 1.1) issued by the “Order issuing Authority” is also acceptable, provided that a certificate or letter from end user/Owner is submitted that the bidder has worked as a sub-contractor for that job / work.</p>
<p>Note:</p> <p>(a) A job executed by a bidder for its own plant/projects cannot be considered as experience for the purpose of meeting requirement of BEC of the tender. However, jobs executed for Subsidiary / Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.</p> <p>(b) In cases where bidder has executed the work as a sub-contractor, such Completion certificate issued by the “Order issuing Authority” is also acceptable, provided that a certificate or letter from end user/Owner is submitted that the bidder has worked as a sub-contractor for that project.</p>		

- (c) Bids from Consortium / Joint Venture shall not be accepted.
- (d) If a Bidder has executed "Similar work" in the capacity of Joint Venture/ Consortium Partner, his experience shall be considered to the extent of scope of work defined under the Joint Venture/ Consortium Agreement based on their share.
- (e) Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by TFL for evaluation of Bid.

2.0 Financial Bid Evaluation Criteria (BEC): Not Applicable

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

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

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

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

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

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

4.0 RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME

Prior turnover and prior experience (i.e. Sr. No. 1.1 & 2.1) as mentioned above in financial and technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods / jobs domain wherein they are registered for.

Wherever the "Certificate of Recognition" is stipulating the domain of startup, the domain of startup is to be considered based "Certificate of Recognition" issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the "Certificate of Recognition" which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT.

New startup "Certificate of Recognition" is stipulating "Industry" and "Sector" as domain of startup. Accordingly, "Industry" and "Sector" as domain of startups mentioned in certificate/ application (in case of old certificate which do not indicate domain) will be considered.

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

Domain (i.e. Industry & Sector) of Startups for the instant tender shall be as under:

Sr. No.	Domain	
	Industry	Sector
1.	Construction	All
2.	Others	Construction

5.0 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

(i) Technical BEC

(b) To meet Sr. No. 1.1 above, Bidder must submit proof of experience by providing copies of Work Order (WO) / Contract Agreement / Letter of Award (LOA) along with its detailed Schedule of Rates (SOR) / Scope of Work (SOW) mentioning required details. Bidder must also submit completion certificate issued by end user/owner clearly indicating as under -

- Name & Address of client issuing certificate,
- Reference of relevant work order / contract agreement / Letter of Award (LOA) no. along with date of issuance of work order / contract agreement / Letter of Award (LOA) no.
- Completed value
- Actual date of successful completion.

In cases where bidder has executed the job / work as a sub-contractor, such Completion certificate (for compliance to 1.1) issued by the "Order issuing Authority" is also acceptable, provided that a certificate or letter from end user/Owner is submitted that the bidder has worked as a sub-contractor for that job / work.

(ii) Bidder shall furnish the duly filled and signed Check list for submission of documents for qualification for Bid Evaluation Criteria (BEC) as per format F-8 (B).

6.0 Apart from above, Bidder must submit all other relevant documents/ information as specified in the Scope of Work/SCC for Technical Evaluation of bid or specified elsewhere in the Tender Document, towards proof of its responsiveness.

7.0 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-16A.

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

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-16A.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting]

8.0 EVALUATION METHODOLOGY

Techno-commercially acceptable bids will be considered for financial evaluation (price bid opening) and award on overall lowest cost basis (L-1) price including GST.

SECTION-III

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

SECTION-III
INSTRUCTION TO BIDDERS

INDEX

- [A] GENERAL:**
1. SCOPE OF BID
 2. ELIGIBLE BIDDERS
 3. BIDS FROM CONSORTIUM
 4. ONE BID PER BIDDER
 5. COST OF BIDDING
 6. SITE-VISIT
- [B] TENDER DOCUMENTS:**
7. CONTENTS OF TENDER DOCUMENTS
 8. CLARIFICATION OF TENDER DOCUMENTS
 9. AMENDMENT OF TENDER DOCUMENTS
- [C] PREPARATION OF BIDS:**
10. LANGUAGE OF BID
 11. DOCUMENTS COMPRISING THE BID
 12. BID PRICES
 13. GST (CGST & SGST/ UTGST or IGST)
 14. BID CURRENCIES
 15. BID VALIDITY
 16. EARNEST MONEY DEPOSIT / BID SECURITY
 17. PRE-BID MEETING
 18. FORMAT AND SIGNING OF BID
 19. ZERO DEVIATION & REJECTION CRITERIA
 20. E-PAYMENT
- [D] SUBMISSION OF BIDS:**
21. SUBMISSION, SEALING AND MARKING OF BIDS
 22. DEADLINE FOR SUBMISSION OF BIDS
 23. LATE BIDS
 24. MODIFICATION AND WITHDRAWAL OF BIDS
- [E] BID OPENING AND EVALUATION:**
25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
 26. BID OPENING
 27. CONFIDENTIALITY
 28. CONTACTING THE EMPLOYER
 29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
 30. CORRECTION OF ERRORS
 31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
 32. EVALUATION AND COMPARISON OF BIDS
 33. COMPENSATION FOR EXTENDED STAY
 34. PURCHASE PREFERENCE
- [F] AWARD OF CONTRACT:**
35. AWARD
 36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
 37. SIGNING OF AGREEMENT
 38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
 39. PROCEDURE FOR ACTION IN CASE CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES
 40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISE
 41. AHR ITEMS

42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. DISPUTE RESOLUTION MCHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS
48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
49. PROVISION FOR STARTUPS
50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS
52. ANJANI PORTAL
53. DOCUMENTS FOR PAYMENT
54. ORDER TRANSMITTAL SYSTEM
55. SUB-LETTING OF WORKS

[G] ANNEXURES:

1. **ANNEXURE-I:** PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
2. **ANNEXURE-II:** PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY
3. **ANNEXURE-III:** ADDENDUM TO INSTRUCTIONS TO BIDDERS (INSTRUCTION FOR PARTICIPATION IN E-TENDER)
4. **ANNEXURE-IV:** BIDDING DATA SHEET (BDS)
5. **ANNEXURE-V:** PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/ COERCIVE PRACTICES
6. **ANNEXURE-VI:** VENDOR PERFORMANCE EVALUATION PROCEDURE

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

[A] – GENERAL

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 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 ELIGIBLE BIDDERS

- 2.1** Provision for procurement from a bidder which shares a land border with India has been attached as **Annexure-I** herewith.
- 2.2** The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.3** The Bidder is not put on 'Holiday' by TFL or any of the JV partner of OWNER (viz. GAIL, RCF, CIL, FCIL) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid or during the process of evaluation of bids. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/Fraudulent/Collusive/ Coercive Practices) are on banning list of TFL or any of the JV partner of OWNER viz. GAIL, RCF, CIL, FCIL.

If the Tender documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to TFL by the bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.3 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

It shall be the sole responsibility of the bidder to inform TFL there status on above on due date of submission of bid and during the course of finalization of the tender.

Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

2.5 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.6 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

2.7 Pursuant to qualification criteria set forth in the Tender document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.8 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.

2.9 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 BIDS FROM CONSORTIUM

NOT APPLICABLE

4 ONE BID PER BIDDER

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

- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- i. they have controlling partner (s) in common; or
 - ii. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - iii. they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - iv. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - v. Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - vi. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - vii. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

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

- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at Sl. No. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.
- 4.5 Bidders are required to provide complete details of all Directors/Partners/Proprietors etc. including Father's name, Residential address, AADHAR, PAN Card details & DIN Nos. in Form F-1 of ITB and corresponding documents duly notarized by Notary Public.

It is the responsibility of the participating Bidder(s) to assess the relationship as mentioned above.

In case any undertaking/declaration given by a Bidder(s) in this regard is found to be false, this would be a sufficient ground for rejection of Bid(s) /termination of contract and also initiation of further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.

5 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.

6 SITE VISIT

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

[B] – TENDER DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

- 7.1 The contents of Tender Documents are those stated below and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)' issued in accordance with "ITB: Clause - 8 & 9":

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria (BEC) & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] with Annexures, Forms & Formats**
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work / Service
- Section-VII : 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-IV to Section-III i.e. BDS (Bidding Data Sheet).

***General Conditions of Contract (GCC) – Works is available on TFL's website (<https://tflonline.co.in/general-conditions-of-contract-for-works.html>).

For participation in e-tender, instructions are mentioned at Annexure-III to Section-III.

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

- 8.1** A prospective Bidder requiring any clarification(s) of the Tender Documents may notify TFL in writing or email at TFL's mailing address indicated in the BDS or on CPP Portal no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. TFL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. TFL may respond in writing to the request for clarification. TFL's response including an explanation of the query, but without identifying the source of the query will be uploaded on CPP Portal / communicated to prospective bidders by e-mail.
- 8.2** Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

- 9.1** At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by corrigendum.
- 9.2** Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on CPP Portal website / communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid. TFL will not take any responsibility or entertain any representation whatsoever, in case bidders have not checked/seen/downloaded such amendment/Corrigendum/Addendum or reply to pre-bid queries uploaded on the said websites.
- 9.3** The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda / corrigendum issued thereof.

[C] – PREPARATION OF BIDS**10 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and TFL 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 same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11 DOCUMENTS COMPRISING THE BID

- 11.1** The bids must be submitted through CPP Portal (etenders.gov.in). Bidders are requested to refer instructions for participating in e-Tendering (Annexure-III to Section III), Bidders manual kit and FAQs available in e-tender portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "Authorized signatory" of the

bidder holding Power of Attorney. The bid prepared by the Bidder shall comprise the following components sealed in 2 (Two) different envelope

11.1.1 ENVELOPE-I: "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-5'
- (d) 'Acknowledgement cum Consent Letter', as per 'Form F-6'
- (e) Duly attested documents in accordance with the "Bid Evaluation Criteria (BEC)" establishing the qualification.
- (f) Copy of EMD / Declaration of Bid Security as per 'Form F-2A' in line with the provision of ITB.
- (g) Copy of Power of Attorney as per 'F-12' / copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no. 2.7 of ITB (Original to be submitted physically).
- (h) Declaration by bidder towards Minimum Local Content as per 'Form – I & Form - II' of Annexure-II of ITB (**Applicable for all bidders**).
- (i) Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form F-16A & 16B (if applicable)'.
- ~~(j) Integrity Pact as per Form F-25.~~
- (k) **Other Forms and Formats including Annexures [i.e. Form F-7, F-8(A), F-8(B), F-10, F-15, F-20 (if applicable)]**
- (l) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed/ digitally signed on each page by the Authorized Signatory holding POA.
- (m) Any other information/details required as per Tender Document
- (n) Copy of Schedule of Rates (SOR) with percentage rate blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.

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-13 is only to be filled when bidder(s) is submitting Bank Guarantee towards CPS, if applicable & EMD, if applicable.

11.1.2 ENVELOPE-II: Price Bid / Schedule of Rates (SOR)

- i) The Prices are to be submitted strictly as per the Price Bid / Schedule of Rate (SOR) of the Tender Document. 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.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be

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

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

Percentage/ Prices is to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of CPP portal.

Further, Bidders must submit the original "EMD, Power of Attorney, Integrity Pact, Letter of Credit (if applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

~~***The original document for 'Line of Credit' (if applicable) should be submitted along with other physical documents required as per tender conditions, or in response to Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.***~~

12 BID PRICES

- 12.1** 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.
- 12.2** Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3** Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the 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.
- 12.4** 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.

~~Bidder shall indicate applicable rate of **GST (CGST & SGST/ UTGST or IGST)** in SOR.~~

- 12.5** Percentage / 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.

- 12.6** Bidder shall also mention the Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN) at the designated place in Form F-5.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

- 13.2 Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Contractor only. Contractor 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 Contractor with requisite details.

Payments to Contractor 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.

- 13.3 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 Contractor 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.

- 13.4 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 Contractor 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 Contractor'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.

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

- 13.5.1 Owner/TFL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Contractor 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.

13.5.2 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.

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

13.6.1 Owner/TFL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Contractor 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.

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

13.7 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. their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where TFL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

13.8 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 Contractor.

- 13.9 Contractor 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 Contractor under this contract or under any other contract.

13.10 Anti-profiteering clause

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

- 13.11 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 Contractor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OWNER.

- 13.12 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Condition of Contract relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 12 and 13 of ITB.

- ~~13.13 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.~~

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

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

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

Therefore, all the payments to such supplier / Contractor / 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 / Contractor / 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 / Contractor / contractor/ consultant under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Supplier/Contractor/ Contractor/ Consultant as per format enclosed at Form F-18 along with documents for release of payment.

13.16 **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 Contractor 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.

13.17 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.

14 BID CURRENCIES:

Bidder must submit bid in Indian Rupees only.

15 BID VALIDITY

15.1 Bids shall be kept valid for period specified in CPP Portal from the final Due date of submission of bid. A Bid valid for a shorter period may be rejected by TFL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period on CPP Portal. The request and the responses thereto shall be made in

writing or by email (outside CPP, if required). A Bidder may refuse the request without forfeiture of his EMD / Bid Security.

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 EARNEST MONEY DEPOSIT

16.1 Bid must be accompanied with earnest money deposit (**i.e Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of **'Demand Draft' / 'Banker's Cheque' / 'Insurance Surety Bond' / 'Fixed Deposit Receipt'** [in favour of **Talcher Fertilizers Limited** payable at place mentioned in **BDS**] or **'Bank Guarantee'** strictly as per the format given in form F-2 of the **Tender Document**. Bidder shall ensure that EMD submitted in the form of **'Bank Guarantee'** should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of **'Demand Draft'** or **'Banker's Cheque'** should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of TFL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.

16.3 TFL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same 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 Guarantee' 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 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by TFL as non-responsive.

16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.

16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practices

- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - ~~(iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.~~

16.8 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD. **However, there is no exemption from payment of EMD w.r.t MSE (Micro & Small Enterprises) bidders as this is works contract (In other words, MSE bidders has to submit EMD).**

16.10 In case of forfeiture of EMD/ Bid Security, 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.

16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.

16.12 In case the Bidder is submitting EMD in the form of Fixed Deposit (FDR), Bidder is required to submit FDR in the name of the Talcher Fertilizers Limited (TFL) A/c _____ (Name of Bidder) 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 Bidder 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 Bidder) and the Bidder 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 Bidder in case of non-compliance of the terms of the tender.

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-22**.

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be uploaded/submitted as per tender conditions.

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 should have a validity of at least 'two [02] months' beyond the date on which the bid expires.
- (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.

16.13 DECLARATION FOR BID SECURITY

Bidder to whom exemption is allowed (CPSEs and Start-Ups) as per Clause no. 16.9 above are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held through Video Conferencing only. It is expected that a bidder shall depute not more than 02 representatives for the meeting.
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on CPP Portal (etenders.gov.in). Any modification of the Contents of Tender Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 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.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 18.3 Signed / Digitally signed documents by Authorized Signatory to be uploaded as detailed in addendum to ITB (Annexure-III to Section-III).

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Tender Documents" may lead to rejection of bid. TFL will accept bids based on terms & conditions of "Tender Documents" only. Bidder may note TFL will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. TFL's determination of a bid's

responsiveness is based on the content of the bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

19.2 **REJECTION CRITERIA:** Notwithstanding the above, deviation to the following clauses of Tender document shall lead to summarily rejection of Bid:

- (a) Bidder not meeting Bid Evaluation Criteria as per Tender Document
- (b) Firm Price / Percentage
- (c) Earnest Money Deposit / Bid Security / Bid Security Declaration, as applicable
- (d) Scope of Work / Service
- (e) Schedule of Rates / Price Schedule / Price Basis
- (f) Duration / Contract Period / Completion schedule
- (g) Period of Validity of Bid
- (h) Price Reduction Schedule
- (i) Contract Performance Security
- (j) Guarantee / Defect Liability Period
- (k) Arbitration / Resolution of Dispute / Jurisdiction of Court
- (l) Force Majeure & Applicable Laws
- (m) Integrity Pact, if applicable
- (n) Bidder not submitting Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form F-16A'
- (o) Bidder having minimum Local Content equal to or less than 20%
- (p) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

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

20 **E-PAYMENT**

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

[D] – SUBMISSION OF BIDS

21 **SUBMISSION, SEALING AND MARKING OF BIDS**

21.1 Bids shall be submitted on CPP Portal (etenders.gov.in) in the manner specified elsewhere

in tender document. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.

- 21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 DEADLINE FOR SUBMISSION OF BIDS

- 22.1 The bids must be submitted in CPP Portal (etenders.gov.in) not later than the date and time specified in the tender document.
- 22.2 TFL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of TFL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on CPP Portal (etenders.gov.in) / communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 CPP Portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter. Where the EMD/physical documents have been received but the bid is not submitted by the bidder in the CPP Portal, such EMD/ physical documents shall be returned immediately.
- 23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 Modification and withdrawal of bids shall be as follows:-
- The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.
- 24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB / invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

IEI – BID OPENING AND EVALUATION

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

- 25.1 TFL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground

for TFL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which TFL shall respond quickly.

25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent till 10 (ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by TFL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:

- i) Only a bidder who has participated in tender can make such representation
- ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable

25.3 Further, following decisions of TFL shall not be subject to review:

- a) Determination of the need for procurement;
- b) Selection of the mode of procurement or bidding system;
- c) Choice of selection procedure;
- d) Provisions limiting participation of bidders in the procurement process;
- e) The decision to enter into negotiations with the L1 bidder;
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 *Unpriced Bid Opening:*

TFL will open unpriced bids on CPP Portal at the schedule date & time.

26.2 *Priced Bid Opening:*

26.2.1 TFL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders). Price Bid shall be opened on CPP Portal.

26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

27 CONFIDENTIALITY

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

28 CONTACTING THE EMPLOYER

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, except on request and prior written permission.
- 28.2 Any effort by the bidder to influence TFL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the TFL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the TFL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

NOT APPLICABLE

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at Clause No. 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of tender documents on lowest bid.

Refer BDS & Section-II for tie-breaker criteria.

33 COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE.

34 PURCHASE PREFERENCE

Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 shall be allowed as per Government instructions in vogue, as applicable from time to time.

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on CPP portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection made on CPP portal.

The Public Procurement (Preference to Make in India) Policy is enclosed as Annexure-II of Section-III herewith.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", TFL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the

overall lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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

TFL will place the Contract directly on the successful bidder from whom the bid has been received & evaluated and will not place order on other entities such as subsidiary, business associate or partner, dealer/distributor etc. of the Bidder.

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 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. Contractor). The Notification of Award/FOA will constitute the formation of a Contract. The Detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. TFL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of Detailed Letter of Acceptance only.
- 36.2 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".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", TFL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 TFL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.

37 SIGNING OF AGREEMENT

- 37.1 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 forfeiture of EMD / 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).

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

- 38.1 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, Contract Performance Security (CPS) / Security Deposit (SD) shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

- 38.2 The contract performance security shall be for an amount equal to specified in Bidding Data Sheet (BDS) [Annexure-IV 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.

- 38.3 The Contractor shall submit CPS (in the form of Bank Guarantee) as per Form F-4 of Tender Document only. Further, they also submit covering letter along with CPS as per format at F-13.

- 38.4 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 forfeiture of the EMD / action as per declaration for Bid Security.

- 38.5 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 Contractor should furnish additional CPS.

- 38.6 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.

- 38.7 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. _____ (Contractor 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."

- 38.8 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.

- 38.9 The Contractor will also submit covering letter along with CPS as per format at F-13.

- 38.10 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 Contractor.
- 38.11 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.12 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 38.13 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-22**.

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.

- 38.14 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.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Annexure-V of Section-III of Tender Document.
- 39.2 The Fraud Prevention Policy document is available on TFL's website (www.tflonline.co.in)
- 39.3 Name and contact details of nodal officer- Refer BDS for details
- 39.4 **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 Contractor/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 Contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by TFL, to such Contractors/Bidders.

The Contractor/ Bidder understands and agrees that in such cases where Contractor/ 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 Contractor/ 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.

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

- 40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)
- i) Issue of tender document to MSEs free of cost.
 - ii) ~~Exemption to MSEs from payment of EMD/Bid Security.~~
 - iii) ~~In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs/ MSEs owned by Women.~~
~~The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.~~
~~In case tendered item is non splittable or non dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.~~
- 40.2 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change"

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

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

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

MSEs are advised to update their latest status on CPP Portal also to avoid complications during the evaluation.

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

- 40.3 If against an order placed by TFL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no. 40.2 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.4 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.5 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

- 40.6 Interest payment on delayed payments to MSME is payable in line with Micro, Small and Medium Enterprises Development Act, 2006

41 AHR ITEMS (NOT APPLICABLE FOR THIS TENDER)

~~In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR~~

~~items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:~~

- ~~I) Rates as per SOR, quoted by the Contractor/Bidder.~~
- ~~II) Rate of the item, which shall be derived as follows:

 - ~~a. Based on rates of Machine and labour as available from the contract (which includes Contractor's supervision, profit, overheads and other expenses).~~
 - ~~b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover Contractor's supervision profit, overhead & other expenses.~~~~

42 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated at Annexure-VI of Section-III of Tender Document.

43 INCOME TAX & CORPORATE TAX

43.1 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.

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

43.3 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 filed 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%

43.4 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, Contractor 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 Contractor do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

Payment of Contractor shall be processed only after fulfilment of above requirement.

44 DISPUTE RESOLUTION MECHANISM

44.1 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.

44.2 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

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

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

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

OR

- 2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed / nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.
- 2.3 The cost of arbitration proceedings shall be shared equally by the parties.
- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
 - Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the Contract.
- 2.7 Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3.0 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.

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

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) 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, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

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

The above provisions mentioned at clause no. 44 & 45 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.

46 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIAL PROVIDERS)

NOT APPLICABLE.

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

48 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.

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

As mentioned in Section-II, Technical and Financial BEC shall also be applicable for Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting the qualifications / specifications specified in tender document and submission of document specified in Section -II. Further, the Startups are also exempted from submission of EMDs.

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ Contractor will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

50 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, Contractor should raise invoice for reduced value as per Price Reduction Schedule Clause (PRS clause). If Contractor has raised the invoice for full value, then Contractor should issue Credit Note towards the applicable PRS amount with applicable taxes.

In such cases if Contractor fails to submit the invoice with reduced value or does not issue credit note as mentioned above, TFL will release the payment to Contractor after giving effect of the PRS clause with corresponding reduction of taxes charged on Contractor'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 Contractor. 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 Contractor under this contract or under any other contract.

51 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.

52 ANJANI PORTAL

NOT APPLICABLE

53 DOCUMENTS FOR PAYMENT:

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

However, for release of payment, Contractor 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.

54 ORDER TRANSMITTAL SYSTEM:

NOT APPLICABLE

55 SUB-LETTING OF WROKS

The following is added to the Clause no. 37 of General Conditions of Contract (GCC)-Works:

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of TFL shall be a breach of contract, unless explicitly permitted in the contract.
- (iii) However, If specified in SCC Sub-contracting for Specialized Items of Work is allowed upto certain percentage of work.

ANNEXURE-I**PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

12. 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>.

13. 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

14. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'Contractor' 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.

15. **"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

16. **"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—

- c) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- d) "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.
17. **"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.

18. **"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.)
19. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

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

Bidder shall submit a certificate in this regard as Form F-16A.

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.

21. 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.

22. PROVISION TO BE IN WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS:

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at Form-16A.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting]

ANNEXURE-II**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)	<p>[Tick (✓) whichever is applicable]</p> <p>a) LC Equal to or more than 50% <input data-bbox="1243 772 1338 827" type="checkbox"/></p> <p>b) LC More than 20% but less than 50% <input data-bbox="1308 863 1396 917" type="checkbox"/></p>
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

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: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER

TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

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 / Not 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.

Annexure-III**ADDENDUM TO INSTRUCTIONS TO BIDDERS
(INSTRUCTIONS FOR PARTICIPATION THROUGH CPP PORTAL)**

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.
More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in>.
2. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
3. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
4. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
5. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
8. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the CPP Portal Helpdesk.

ANNEXURE-IV**BIDDING DATA SHEET (BDS)****ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:**

A. GENERAL							
ITB clause	Description						
1.1	The Employer/Owner is: Talcher Fertilizers Limited						
2.1	The name of the Services to be performed is: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER						
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE						
B. TENDER DOCUMENT							
ITB clause	Description						
8.1	For <u>clarification purposes</u> only, the communication address is: Sh. Ankit Kumar Maurya, Manager (C&P), Talcher Fertilizers Limited, Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106 Email: ankit@tflonline.co.in Mobile No. 7899813421						
C. PREPARATION OF BIDS							
ITB clause	Description						
12 & 13	Details of Buyers: <table border="1" style="margin-left: 20px;"> <tr> <td>Services to be rendered at</td> <td>Talcher Fertilizers Limited, Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106</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, Odisha-759106	PAN No.	AAFCT8667A	GST no.	21AAFCT8667A1ZH
Services to be rendered at	Talcher Fertilizers Limited, Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106						
PAN No.	AAFCT8667A						
GST no.	21AAFCT8667A1ZH						
14	The currency of the Bid shall be INR						
16.1, 16.10 & 38.6	In case "Earnest Money Deposit / Bid Security" or "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. "EMD/....." in narration while remitting the EMD / Bid Security amount and to mention reference no. "CPS/....." in narration while remitting the CPS amount in TFL's Bank Account.						
D. SUBMISSION AND OPENING OF BIDS							
ITB clause	Description						

4.0 of IFB	<p>For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is :</p> <p>Talcher Fertilizers Limited, Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106</p>				
E. EVALUATION AND COMPARISON					
ITB clause	Description				
32	<p>Evaluation Methodology is mentioned in Section-II.</p> <p>Notes:</p> <p>(i) In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.</p> <p>(ii) In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/LoA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade.</p> <p>(iii) 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.</p>				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: Odisha / State where Bidder's Corporate or Registered Office is located.				
38	<p>Contract Performance Security / Security Deposit:</p> <table border="1" data-bbox="500 1087 1117 1213"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;">✓</td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;">✗</td> </tr> </table> <p>CPS / SD @ 10% of Total Order / Contract value.</p> <p>OR</p> <p>Initial security deposit (ISD) @ 5% of Total Contract value within 30 days of issuance of FOA / notification of award and deduction @ 10% of the Running Account (RA) bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Total Contract value.</p> <p>CPS shall be submitted within 30 days from the date of issuance of "Notification of Award". In case, TFL allows additional time for submission of CPS 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 CPS i.e. 30th day after issuance of Notification of award) plus 4.0% p.a (on CPS amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of "Notification of Award".</p>	APPLICABLE	✓	NOT APPLICABLE	✗
APPLICABLE	✓				
NOT APPLICABLE	✗				
39.3	<p>Name and contact details of nodal officer are as under:</p> <p>Shri N. Mohanrajan, CM (Instrumentation) Tel: 9777443083 Email: nmohanrajan@tflonline.co.in</p>				

40	Whether tendered item is non-split able or not-divisible: <table border="1" data-bbox="500 197 1118 323"> <tr> <td data-bbox="500 197 815 254">YES</td> <td data-bbox="815 197 1118 254">✓</td> </tr> <tr> <td data-bbox="500 254 815 323">NO</td> <td data-bbox="815 254 1118 323">✗</td> </tr> </table>	YES	✓	NO	✗
YES	✓				
NO	✗				
41	Provision of AHR items: <table border="1" data-bbox="500 417 1118 546"> <tr> <td data-bbox="500 417 815 474">APPLICABLE</td> <td data-bbox="815 417 1118 474">✗</td> </tr> <tr> <td data-bbox="500 474 815 546">NOT APPLICABLE</td> <td data-bbox="815 474 1118 546">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				
44.1	Quarterly Closure of Contract: <table border="1" data-bbox="500 638 1118 766"> <tr> <td data-bbox="500 638 815 695">APPLICABLE</td> <td data-bbox="815 638 1118 695">✗</td> </tr> <tr> <td data-bbox="500 695 815 766">NOT APPLICABLE</td> <td data-bbox="815 695 1118 766">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				
49	Applicability of provisions related to Startups : <table border="1" data-bbox="500 856 1118 984"> <tr> <td data-bbox="500 856 815 913">APPLICABLE</td> <td data-bbox="815 856 1118 913">✓</td> </tr> <tr> <td data-bbox="500 913 815 984">NOT APPLICABLE</td> <td data-bbox="815 913 1118 984">✗</td> </tr> </table>	APPLICABLE	✓	NOT APPLICABLE	✗
APPLICABLE	✓				
NOT APPLICABLE	✗				
50	Applicability of provisions relating to Order Transmittal System: <table border="1" data-bbox="500 1075 1118 1203"> <tr> <td data-bbox="500 1075 815 1131">APPLICABLE</td> <td data-bbox="815 1075 1118 1131">✗</td> </tr> <tr> <td data-bbox="500 1131 815 1203">NOT APPLICABLE</td> <td data-bbox="815 1131 1118 1203">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				

Annexure-V**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.

A2 “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.

A3 “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/Contractor” 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 for Suspension of business dealing with an Agency/ ies and Banning of business dealings with Agency/ ies and shall be the “Director” concerned.

A.8 “Allied Agency” shall mean all 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:

Whether the management is common;

Majority interest in the management is held by the partners or directors of banned/ suspended agency;

Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.

Directly or indirectly controls, or is controlled by or is under common control with another bidder.

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 as per procedure mentioned at Clause no. E for putting the agency on banning list.

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

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

Suspension of order/ contract:

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

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

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice by Corporate C&P Department, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the following with copy to concerned F&A:

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

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

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	06 Months

	subsequently it is found otherwise, such acts shall be considered in this category.	
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. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated when

TFL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.

TFL based on the input from Investigating agency, forward for specific immediate action against the Agency.

Non-performance of Bidder/Contractor er leading to termination of Contract/ Order.

D.2 Suspension Procedure:

D.2.1 The order of suspension would operate initially for a period not more than six months and shall be communicated to the Agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the Agency on banning list.

D.2.2 During the period of suspension, no new business dealing shall be held with the Agency.

D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the Agency.

D.2.4 The decision regarding suspension of business dealings shall also be communicated to the Agency.

D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from TFL. The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

D.3.1 No enquiry/bid/tender shall be entertained from an Agency as long as the name of Agency appears in the Suspension List.

D.3.2 If an Agency is put on the Suspension List during tendering:

D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the Agency shall be ignored.

D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.

D.3.2.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

D.3.3 The existing contract (s)/ order (s) under execution shall continue.

D.3.4 Tenders invited for procurement of goods, works, services and consultancy services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied Agency/(ies) are on banning list of TFL or the Ministry of Chemicals and Fertilizers and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

F.1 The Agency may file an appeal against the order of the Competent Authority for putting the Agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.

F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.

F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

G. Wherever there is contradiction with respect to terms of 'Integrity pact', GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.

Annexure-VI**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. 7 Lakhs and above is recommended to be drawn up. 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 valuated 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. 32(C) of GCC-Works)
- (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 and they shall also to be considered for Suspension.

(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**

C) Where Performance rating is "FAIR":

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

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. 32(C) of GCC-Works)
- (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 and they shall also to be considered for Suspension.
 - (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**

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.

Annexure-1

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

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (**)

Note :

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

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

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

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

Signature of
Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1	DELIVERY/ COMPLETION PERFORMANCE	40 Marks
	Delivery Period/ Completion Schedule	Delay in Weeks
		Marks
a)	Upto 3 months	Before CDD
		Delay upto 4 weeks
		" 8 weeks
		" 10 weeks
		" 12 weeks
		" 16 weeks
		More than 16 weeks
		40
		35
		30
		25
		20
		15
		0
b)	Above 3 months	Before CDD
		Delay upto 4 weeks
		" 8 weeks
		" 10 weeks
		" 16 weeks
		" 20 weeks
		" 24 weeks
		More than 24 weeks
		40
		35
		30
		25
		20
		15
		10
		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
		- Moderate nature
		- low severe nature
		0 marks
		5 marks
		10-25 marks
iii)	Number of deviations	1. No deviation
		2. No. of deviations ≤ 2
		3. No. of deviations > 2
		5 marks
		2 marks
		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

Annexure-2

**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
		Delay upto 4 weeks
		" 8 weeks
		" 10 weeks
		" 12 weeks
		" 16 weeks
		More than 16 weeks
		40
		35
		30
		25
		20
		15
		0
b)	Above 3 months	Before CDD
		Delay upto 4 weeks
		" 8 weeks
		" 10 weeks
		" 16 weeks
		" 20 weeks
		" 24 weeks
		More than 24 weeks
		40
		35
		30
		25
		20
		15
		10
		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
		- Moderate nature
		- low severe nature
		0 marks
		5 marks
		10-25 marks
iii)	Number of deviations	1. No deviation
		2. No. of deviations ≤ 2
		3. No. of deviations > 2
		5 marks
		2 marks
		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

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8(A)	CHECK LIST
F-8(B)	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	BIDDER'S QUERIES FOR PRE-BID MEETING
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	E-BANKING FORMAT
F-12	FORMAT FOR POWER OF ATTORNEY (POA)
F-13	MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE (BG)
F-14	FORMAT FOR CONTRACT AGREEMENT
F-15	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY WITHIN STIPULATED TIME LINE
F-16A & F-16B	UNDERTAKING REGARDING PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
F-17	DELETED
F-18	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-19	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-20	FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-21	FORMAT FOR INDEMNITY BOND
F-22	PRESCRIBED PROFORMA FOR THIRD PARTY DEPOSIT CONFIRMATION LETTER
F-23	PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT / BID SECURITY"
F-24	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-25	INTEGRITY PACT

F-1
BIDDER'S GENERAL INFORMATION

To,
M/s Talcher Fertilizers Limited

TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

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 including their Father's Name and residential address, Aadhar No., Pan Card Details & DIN Nos. [As per clause for 'One Bid Per Bidder' under Section-III of Tender Document] If required, a separate sheet may be enclosed for providing the above details.	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	EPF No.	
13	ESI Registration No.	
14 a	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
14 b	Details of registration in TReDS (Bidder to provide name of the portal along with details)
15 a	Whether Bidder is a Startup or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)
15 b	In case Bidder is a Startup, confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceeded Rs.100 Crores.	

Note: *TFL intends to place the Order/Contract directly on the address from where Goods are produced/dispatched. In case, Bidder intends to have Order/ Contract with some other address and also for supply of Goods 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

FORMAT F-2
PROFORMA OF "BANK GUARANTEE (BG)"
FOR "EARNEST MONEY / BID SECURITY"
 (To be stamped in accordance with the Stamp Act)

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),

In accordance with Letter Inviting Tender under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____ having _____ our _____ Head _____ Office _____ (Local Address)

guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Talcher Fertilizers Limited (TFL), the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Talcher Fertilizers Limited (TFL), shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

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 expiry date of BG should be two months beyond the validity of bid) 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 Talcher Fertilizers Limited (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:

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.2".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Bond has been issued as per proforma given at F-13.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

F-2A**DECLARATION FOR BID SECURITY**
(To be submitted on Letter head of Bidder)

To,

M/s TALCHER FERTILIZERS LIMITED

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER
TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

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 polices 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.
 - ~~(iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.~~
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal

F-3
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings']

Ref:

Date:

To,
M/s Talcher Fertilizers Limited

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER
TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Meetings [Pre-Bid Meeting]' against the above Tender Documents:

[1] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: @

[2] Name & Designation _____ Signature _____
Phone/Cell: _____
E-mail: @

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

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

Note:

- (i) This "Letter of Authority" should be on the "**letterhead**" of the Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend 'Pre-Bid Meeting'.
- (ii) Bidders authorized representative is required to carry a copy of this authority letter while attending 'Pre-Bid Meeting'.

F-4

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 "Contractor" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of _____ vide DLOA / FOA / CPP 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 "CONTRACTOR" 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 _____ 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 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 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 bank hereby agrees to further extend this guarantee at the instance of the supplier/contractor 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. _____ (contractor) 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 and notwithstanding any security or other guarantee that TFL may have in relation to the supplier's/contractor'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 Contractor 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 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 guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.
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 should be expiry date of defect liability period of the Contract) 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

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. 38.2 of ITB (Section-III) 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. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence OR in the bank guarantee itself.
5. Contractor shall submit attached cover letter as per Form F-13 while submitting Contract Performance Security.

F-5
AGREED TERMS & CONDITIONS

To,
M/s Talcher Fertilizers Limited

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER
TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

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 / percentage will remain firm and fixed till complete execution of the order (except where price escalation / variation is allowed in the tender).	
3.1	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
3.2	Bidder hereby confirms that the quoted prices / percentage are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti Profiteering Clause).	
3.3	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. _____
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 Notification of Award 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.	
7	Bidder confirms compliance to Contract Period as specified in Tender document.	
8.	Bidder confirms acceptance of all terms and conditions of Tender Document (all sections). 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 opening of Techno-commercial Bids.	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION	
10.	Bidder furnishes EMD/Bid Security details as under: EMD/ Bid Security No. & date Value Validity Bank Address/email-ID/Mob. no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per clause no. 16.9 of Section-III]		
11.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.		
12.	Bidder confirms that none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of TFL OR 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	
13.	All correspondence must be in ENGLISH language only.		
14.	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.		
15.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.		
16.	<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.		
17.	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
	<p>an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
18.	<p>Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid</p>	
19.	<p>Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work / 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.</p>	
20.	<p>Bidder hereby confirms that they are not on 'Holiday' by TFL or any of the JV partners of Owner viz. TFL, RCF, CIL, FCIL or banned by Government department / Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of TFL or any of the JV partners of Owner viz. TFL, RCF, CIL, FCIL. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of TFL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to TFL by them.</p>	
21.	<p>Bidder confirms that they have read and understood the General Conditions of Contract – Goods & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Goods.</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
22.	<p>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.</p> <p>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.</p>	
23.	Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.	
24.	Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations & documents submitted by bidders in their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on CPP Portal and TFL's decision in this regard shall be final.	
25.	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.	
26.	<p>Bidders confirm to submit copy of Integrity Pact (wherever included in tender) duly signed on each page and signature of witness on last page.</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members on each page and signature of witness on last page.</p>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

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

To,
M/s Talcher Fertilizers Limited

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER

TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

Dear Sir,

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

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

Postal Address with Pin Code :

Telephone Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

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

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-7
BIDDER'S EXPERIENCE

To,
M/s Talcher Fertilizers Limited

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER

TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

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

Place:
Date:

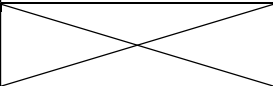
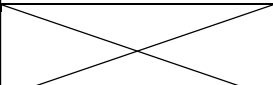


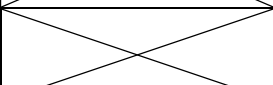
[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

Note: As per Clause No. 4.0 of Section-II, only documents (Work Order / DLOA/ FOA, Completion certificate etc.) which have been referred / specified / indicated in above tabulation format and / or in the bid shall be taken into consideration in reply to queries during evaluation of Bids.

F-8(A)
CHECK LIST

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

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

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
i	Covering Letter, Letter of Submission		
ii	EMD / Declaration for Bid Security as per provisions of Tender		
iii	Digitally Signed / Signed and Stamped on each page of Tender Document along with Corrigendum, if any		
iv	Power of Attorney in the name of person signing the bid along with necessary documents (like Board Resolution, etc.) as applicable.		
v	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
2.0	Confirm that all format duly filled in are enclosed with the bid duly Signed and Stamped / Digitally signed by authorised person(s) holding POA		
3.0	Confirm that the price part as per Schedule of Rates format submitted with Tender Document uploaded in CPP Portal.		
4.0	Confirm that Undertaking as per Form-I & Form-II to Annexure-II to Section-III are submitted. (Applicable for all bidders including MSEs bidders)		
5.0	Confirm that Undertaking as per Form F-16A have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
6.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	<p>To meet Sr. No. 1.1 above, Bidder must submit proof of experience by providing copies of Work Order (WO) / Contract Agreement / Letter of Award (LOA) along with its detailed Schedule of Rates (SOR) / Scope of Work (SOW) mentioning required details. Bidder must also submit completion certificate issued by end user/owner clearly indicating as under:</p> <ul style="list-style-type: none"> ➤ Name & address of client issuing certificate, ➤ Reference of relevant work order / contract agreement / Letter of Award (LOA) no. along with date of issuance of work order / contract agreement / Letter of Award (LOA) no. ➤ Completed value ➤ Actual date of successful completion of services. <p>In cases where bidder has executed the job / work as a sub-contractor, such Completion certificate (for compliance to 1.1) issued by the "Order issuing Authority" is also acceptable, provided that a certificate or letter from end user/Owner is submitted that the bidder has worked as a sub-contractor for that job / work.</p>		Yes/No	
2	Experience of bidder acquired as a subcontractor	certificate from end user		Yes/No	

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
3.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	

Place:
Date:

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

F-9
BIDDER'S QUERIES FOR PRE BID MEETING

To,
 M/s Talcher Fertilizers Limited

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER

TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

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

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

SIGNATURE OF BIDDER: _____
NAME OF BIDDER : _____

F-10

DELETED

F-11

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-12
POWER OF ATTORNEY (POA)

(to be submitted on the Non-Judicial stamp paper / Company's Letter Head)

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER

TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

Name of Bidder: _____

"The undersigned _____ (Name of LEGAL PERSON, i.e. CEO/C&MD/Company Secretary/Partners) is lawfully authorized to issue this POA* on behalf of the company M/s _____ (Name of bidder) whose _____ registered _____ address _____ is _____ and does hereby appoint Mr./Ms _____ (name of authorized person signing the bid document) _____ (Designation) of M/s _____ (Name of bidder) whose signature appears below to be the true and lawful attorney/(s) and authorize him/her to sign the bid (both physically & digitally on CPP Portal), conduct negotiation, sign contracts and execute all the necessary matter related thereto, in the name and on behalf of the company _____ in _____ connection _____ with _____ the _____ tender _____ no. _____.

The signature of the authorized person/(s) herein constitutes unconditional obligations of M/s _____ (Name of bidder).

This Power of Attorney (POA) shall remain valid and in full force and effect before we withdraw it in writing (by fax, or mail or post). All the documents signed (within the period of validity of the Power of Attorney) by the authorized person herein shall not be invalid because of such withdrawal.

(*)

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

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

~~(II) In case of a Consortium, Power of Attorney shall be issued both by leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader Consortium.~~

SIGNATURE OF THE LEGAL PERSON

 (Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON
(FOR SIGNING THE BID)

(Signature)

Name of person: _____

E-mail id: _____

DSC (Digital Signature Certificate) No.: _____

F-13**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. Tender No. / DLOA No. (whichever is applicable)		
4. Bank Guarantee Amount		
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-14**FORMAT FOR CONTRACT AGREEMENT**

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

DLOA / FOA / Contract No. dated -----

Contract Agreement for the work of ----- of TALCHER FERTILIZERS LIMITED made on ----- between (Name and Address)-----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and TALCHER FERTILIZERS LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The Contractor has inspected the Site and surroundings and nature of Services specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the form and nature of Site and local conditions, the quantities, nature and magnitude of the Services, the availability of labour and materials necessary for the execution of Services, the means of access to above said place, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the Tender Documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Services to be carried out under the Contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the Services and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The Employer accepted the Tender of the Contractor for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

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

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

A N D

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

It is specifically and distinctly understood and agreed between the Employer and the Contractor that the Contractor shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Contractor) and the Contractor shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the Site or structures and the Employer shall have an absolute and unfettered right to take full possession of Site and to remove the Contractor, their servants, agents and materials belonging to the Contractor and lying on the Site.

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

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract, exclusively belong to the Employer and the Contractor shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

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

Signed and Delivered for and on behalf of EMPLOYER

Signed and Delivered for and on behalf of the CONTRACTOR.

TALCHER FERTILIZERS LIMITED

NAME OF CONTRACTOR

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

F-15

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

To,

M/s Talcher Fertilizers Limited,
Talcher

SUB: "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER
TENDER NO: TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

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-16A**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,
Talcher**SUB:** "DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING WITH ONE YEAR COMPREHENSIVE WARRANTY OF A WATER PURIFICATION & DISINFECTION PLANT AT VIKRAMPUR GUEST HOUSE" FOR TFL, TALCHER**TENDER NO:** TFL/TAL/C&P/WATER_PURIFIER/2026 DATED 25.06.2026

Dear Sir

We have read the Annexure regarding Provisions for Procurement from a Bidder which shares a land border with India (i.e. Annexure-I of ITB). 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:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-16 (B)

DELETED

F-17

DELETED

F-18**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 NO.:

Dear Sir,

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

- (i) Applicable to us []
- (ii) Not Applicable to us []

(Supplier/Contractor/Contractor/ 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/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/Contractor/Contractor/ Consultant under this contract or under any other contract.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Bidder Name:

Seal:

F-19**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:

[Signature of Authorized Signatory of Contractor]

Date:

Name:

Designation:

Seal:

F-20

DELETED

F-21
FORMAT FOR INDEMNITY BOND

WHEREAS Talcher Fertilizers Limited (hereinafter referred to as “**TFL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khorda, Bhubaneswar - 751014 has entered into a contract with M/s* (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at *..... and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

TFL has also advised the Contractor to execute an Indemnity Bond in general in favour of TFL indemnifying TFL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s) / subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of TFL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified TFL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against TFL under or in relation to this contract. The Contractor undertakes to compensate and pay to TFL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by TFL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with TFL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of TFL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which TFL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/revoked by any change/ modification/amendment/assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/all claims for payment of TFL are settled by the Contractor and/or TFL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [*Contractor*]

Authorised Representative

Place:

Dated:

Witnesses:

- 1.
- 2.

F-22**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.)

F-23
**PROFORMA OF "INSURANCE SURETY BOND" FOR "EARNEST MONEY DEPOSIT/
 BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

To, M/s Talcher Fertilizers Limited, Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha-759106	Insurance Surety Bond (ISB) 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),

In accordance with Tender Document under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer/Bidder), wish to participate in the said tender for _____

As an irrevocable Insurance Surety Bond against Earnest Money Deposit for the amount of _____ is required to be submitted by the Bidder as a condition precedent for participation in the said Tender Document which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, _____ the _____ Bank at _____ having our _____ Head Office _____ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the Bidder by Talcher Fertilizers Ltd., the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Talcher Fertilizers Ltd., shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Insurance Surety Bond shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from Bidder M/s. _____ on whose behalf this Insurance Surety Bond is issued.

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 expiry date should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) 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 Ltd., under

this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

In witness whereof the Insurer, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

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

Name
 Designation

WITNESS:

(SIGNATURE)
 (NAME)

(SIGNATURE)
 (NAME)
 Designation with Insurer Stamp
 E-Mail ID:
 Telephone/Mobile No. :
 Attorney as per
 Power of Attorney No.

(OFFICIAL ADDRESS)

Date:

INSTRUCTIONS FOR FURNISHING "BID SECURITY DEPOSIT/ EARNEST MONEY" 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 expiry date should be arrived at in accordance with "ITB: Clause-16.1".
- e) A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond / all future communication relating to the Insurance Surety Bond shall be forwarded to the Purchaser / Owner at its address as mentioned at "ITB".
- f) Bidder must indicate the full postal address of the Insurer along with the Insurer's E-mail / Fax / Phone from where the Insurance Surety Bond has been issued in the format given below-

**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. / 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-24
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 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 should be expiry date of defect liability period of the Contract) 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. / DLOA NO. (WHICHEVER IS APPLICABLE)	:									
5	NATURE OF INSURANCE SURETY BOND	:									
	(Please Tick (√) Whichever is Applicable)		<table border="1"> <tr> <td align="center" colspan="2">CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT</td> <td align="center" colspan="2">EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>	CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT		EARNEST MONEY DEPOSIT (EMD) / BID SECURITY					
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-25~~

DELETED

SECTION-IV

GENERAL CONDITIONS **OF CONTRACT - WORKS**

GENERAL CONDITIONS OF
CONTRACT (GCC) FOR WORKS IS
AVAILABLE ON TFL'S WEBSITE

<https://tflonline.co.in/general-conditions-of-contract-for-works.html>

SECTION-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings and any other documents forming part of contract whatsoever context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes ever part of each shall be deemed to be supplementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 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 drawings and specifications.
- 1.6 No part of the contract nor any share or interest shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any persons, firm or corporation who so ever without the consent in writing of the "OWNER".

2.0 LOCATION OF WORK

Vikrampur Guest House, Talcher Fertilizers Limited (TFL) Township, Talcher, P.O-Vikrampur, Dist.- Angul (Odisha).

3.0 SUPPLY OF MATERIALS

- 3.1 The CONTRACTOR shall supply the materials required to be supplied within the Contractor's scope of supply for incorporation in the permanent works in accordance with and to meet the requirements in quality, quantity and other particulars of the descriptions, specifications, plans, drawings, designs and other documents applicable thereto, and the CONTRACTOR shall be deemed to have undertaken that all materials selected, procured and supplied by the CONTRACTOR within the scope of supply shall be of the best quality and workmanship and shall be capable of producing the designed desired results and to perform the designed and desired functions to meet the contractual requirements in all respects for the project.

- 3.2 The CONTRACTOR shall undertake and complete the supply of materials within the scope of supply to meet the scheduled progress and requirements of the WORK within the scope of work.
- 3.3 All materials shall be deemed to have been accepted only when the material is received at the project SITE and accepted by the ENGINEER-IN-CHARGE. Such acceptance shall however be subject to the terms and conditions of CONTRACT, including the right of rejection and/or replacement as elsewhere herein specified.
- 3.4 Without prejudice to any other terms of the contract, it is clarified that the mere agreement, acceptance or prescription of a Delivery or other Schedule containing an extended time of commencement or completion in respect of the entire delivery(ies) or any of them shall not in anywise constitute an extension of time in a terms of the CONTRACT so as to bind the OWNER or relieve the CONTRACTOR of all or any of his liabilities under CONTRACT, nor shall constitute a promise on behalf of the OWNER or a waiver by the OWNER of any of its rights in terms of the contract relative to the performance of the CONTRACT within the time specified or otherwise, but shall be deemed only (at the most) to be a guidance to the CONTRACTOR for better organizing his work on a recognition that the CONTRACTOR has failed to organize his supplies and/or make the same within the time specified in the Delivery Schedule.
- 3.5 If the CONTRACTOR fails to supply the materials in accordance with the dates in this behalf specified in the Delivery Schedule which has an impact on the critical path of the schedule, the CONTRACTOR shall provide the OWNER with a suitable plan to recover the delay, but without prejudice to any other rights, discount or remedy available to the OWNER in respect of such delay or failure.
- 3.6 MAKE OF MATERIALS
- (a) All equipment and materials to be supplied under this CONTRACT shall be from as per make/ manufacturers list as indicated in the Bidding Document (Scope of work).
- (b) Where the makes of materials are not indicated in the Bidding document, the CONTRACTOR shall furnish details of proposed makes and supplies and supply the same after obtaining the OWNER's approval.

4.0 OWNER'S OBLIGATIONS:

The OWNER's obligations are limited to the following:

- (a) Handing over the site.
- (b) Obtain clearance from TFL before execution.
- (c) Payment to the contractor for performance of work under the contract as per the terms and conditions specified therein.
- (d) Provision of Power and water at a single point.

5.0 COMPLETION PERIOD

- 5.1 The completion period for design, supply, installation, and commissioning of "Water Purification & Disinfection Plant" shall be Four (04) months from the date of issuance of Fax of Acceptance (FOA)/ Detailed Letter of Acceptance (DLOA).

- 5.2 The date of commissioning / completion for the plant shall be defined as the date when plant have been commissioned and have successfully operated for at least 07 days with desired output & quality, with no pending work remaining. The date of commissioning shall be declared by EIC / TFL. The Contractor has to ensure cleanliness of area after completion of the work.

6.0 WEATHER CONDITIONS

Owner may order Contractor to suspend any work which in the opinion of Owner may be subject to damage by prevailing weather conditions. No claim whatsoever on this account shall be entertained. It is presumed that the Contractor has familiarized himself with the weather conditions prevailing in the area therefore in such weather parameters if it appears to the Engineer in-charge (EIC) that certain weather condition may damage the work or specified quality of the work can be achieved without stoppage of the work, the EIC in such conditions may require the Contractor to stop the work till such time as he thinks fit and appropriate. It is understood by the contractor that no compensation will be admissible on this count.

7.0 SAFETY

- 7.1 The entire Job shall be carried out in safe manner. Workers engaged in unsafe work shall be removed immediately. Contractor shall comply with all applicable safety laws and he should be conversant with all statutory labor laws and regulations prevailing during the contract and ensure to comply with the same and shall keep the TFL harmless and indemnified against any action brought against it for any violation and non-compliance of any Act etc. Contractor should be registered with labor commissioner and such details to be submitted to TFL at contractor's own cost. Failure to comply with statutory regulations would result in quantifiable deduction from running bill and / or cancellation of contract.
- 7.2 The contractor shall have to provide safety gears to each of his employees at his own cost. No personnel shall be allowed to work without wearing all safety gears.

8.0 RESPONSIBILITIES OF SUPERVISOR DEPLOYED BY CONTRACTOR:

The contractor shall deploy a supervisor with full authority to act on behalf of contractor who shall supervise the Jobs, coordinate the jobs envisaged, receive instructions, corresponding letters, etc. from Engineer-In-Charge and ensure satisfactory performance of services. He shall also responsible for compliance of all safety regulations.

9.0 SECURITIES OF MATERIALS / EQUIPMENTS

Contractor shall be solely responsible for the security of the material at site and TFL shall not be responsible for any loss/theft of the materials. Materials required for the works, whether brought by the Contractor shall be stored by the Contractor only at places approved by the Engineer-in-Charge, as storage and safe custody of material shall be responsibility of the Contractor.

10.0 PAYMENT

- 10.1 No Mobilization advance shall be paid to the contractor.

- 10.2 100% payment shall be released to the Contractor after completion & commissioning of "Water Purification & Disinfection Plant" within 30 days after submission & certification of bills / invoices / e-Invoices by Engineer In-charge.
- 10.3 GST No. of TFL and contractor should be mentioned on invoice. (TFL GST No. **21AAFCT8667A1ZH**)
- 10.4 **PAYING AUTHORITY**
Director (Finance)
Talcher Fertilizers Limited
Administrative Building,
PO - Vikrampur,
Talcher, Angul, Odisha
- 10.5 The bill should be accompanied along with the following documents.
1. Job completion certificate.
 2. No claim certificate on Owner's prescribed proforma.
 3. Site clearance certificate.
 4. Contract Performance Security duly amended to cover Defect Liability Period.
 5. Material reconciliation statement
- 10.6 No claim shall be entertained after receipt of final bill. Settlement of final bill shall be made subject to settlement of all disputes and furnishing of all required documents/clarifications and grant of extension of time, if any, by Owner.
- 10.7 In case any claim with regard to the wages of any labour employed by Contractor for the subject job is pending/ reported, TFL shall be fully entitled to withhold payment of final bill pending finalization of such claims.

11.0 KICKOFF MEETING

Prior to start of the subject job, kick off meeting shall be held at TFL office within 10 days from the issuance of PO/ DLOA/ FOA, in which the successful bidder shall give a brief presentation regarding the modality, the broad areas that shall be covered under the subject job, check list points and the applicable standards, guidelines and statutory requirements. During the meeting the party shall also put forward the list of documents that shall be provided to TFL for clearance before execution of the subject job. The successful bidder shall also submit the tentative schedule to TFL for commissioning / completion of the plant.

12.0 DEFECT LIABILITY PERIOD:

Shall be 12 months from the date of commissioning / completion of the plant.

SECTION-VI

SCOPE OF SERVICES / **WORK**

SCOPE OF WORK

INTRODUCTION:

Talcher Fertilizers Limited (TFL) is a joint venture company of Gail (India) Limited, Rastriya Chemicals & Fertilizers Limited (RCF), Coal India Limited (CIL) & Fertilizer Corporation of India Limited (FCIL).

TFL Talcher site, township and guest house is established at Vikrampur, Talcher, Dist. Angul (Odisha). This fertilizer project is being implemented for producing 1.27 MMTPA neem coated Urea with Gasification Technology.

Presently the project implementation work under progress and permanent water filtration facility is not available, the subject filtration skid shall be utilized to meet the daily water demand for Vikrampur guest house, CISF personnel (CISF Barrack) and TFL employees residing in township (D type quarters).

1. SCOPE OF WORK:

The scope shall include but not be limited to the following:

1. The bidder's scope includes the design, engineering, supply, installation, commissioning and maintenance of the water purification & Disinfection plant for a total duration of One (1) year's warranty period.
2. The product shall have one-years of defect liability/ warranty, including repairs, replacement of defective parts, labor costs, consumable parts, chemicals from the date of commissioning.
3. The offer includes the design, engineering, supply, installation, commissioning, and maintenance of 4000 LPH Water Purification and Disinfection plant with One-Years Comprehensive Warranty of the entire plant.
4. Survey and Design:
 - (a) Conduct a detailed site survey for installation of plant and pipeline distribution network.
 - (b) Carry out raw water quality testing.
 - (c) Design the Water Purification and Disinfection plant based on water analysis and considering different weather conditions.
 - (d) Prepare and submit the following drawings:
 - Process Flow Diagram (PFD)
 - Hydraulic design of pipeline distribution network
 - Piping and Instrumentation Diagram (P&ID)
 - Civil layout drawings
 - Electrical layout
 - Distribution pipeline layout from Plant to Vikrampur Guest House, D-Type Quarters and CISF Barrack.

(e) Obtain clearance from TFL before execution.

**** Notes for Sr. No. 4 –**

- The design of plant shall be done considering different weather conditions (monsoon / summer / winter) so that the product water quality and quantity is not compromised.
- The system should be able to adapt to variable feed water quality e.g. The system should be able to adapt to varying amount of fine particulate silt / TDS in the raw water throughout the year.
- The system should ensure prevention of fouling of the ultra-filter membranes caused by the presence of organic and microbiological foulants in the raw water.
- The system should generate minimal number of effluents thus giving an environment- friendly solution.
- The dependence on operator for day-to-day functioning should be minimal, preference shall be given to bidders providing fully-automated system.
- The bidder shall install the required equipment and perform periodical maintenance for a period of one years from the date of commissioning of plants, as per the conditions prescribed in this document.
- The bidder will be responsible for the supply of consumables and chemicals, and any other material required essentially to provide effective services.
- The bidder shall be responsible for satisfying himself and the owner as to the correctness of the electrical and mechanical connections between all equipment.
- Frequency of replacement of UF membrane shall invariably be mentioned in the offer. The minimum guaranteed period of membrane should not be less than one years.
- Any deviation from the proposed design needs to be approved by the EIC / TFL.
- The work under this specification shall be guaranteed to meet the performance requirement as called for in the specifications and annexure in all respects. The supplier shall provide a guarantee that the system/equipment's are new and of high quality and free from defects in design, material and workmanship.
- The supplier shall also ensure that the equipment is reliable and capable of delivering optimal performance under the specified operating conditions. Any defects or failures during the guarantee period shall be rectified or replaced promptly at no additional cost to the purchaser.
- The approx. water consumption shall be considered @ 64000 LPD during the warranty period.

5. Supply of Equipment:

The contractor shall supply all equipment required for the minimum 4000 LPH water purification & disinfection plant and its distribution network, including:

- (a) Raw water pump with motor
- (b) Raw Water Storage Tank of minimum 3000 litres
- (c) Multi Grade Sand Filter (MGF) with supply of media
- (d) Activated Carbon Filter (ACF) with supply of media
- (e) Cartridge filter

- (f) Ultrafiltration Skid with SS body (Including Automatic Valves/ Membrane/ Chemical Cleaning Arrangement/Pump/ Flowmeter/ Pressure Gauge/Panel)
- (g) Ultrafiltration Cleaning Skid with (a) HCL and (b) Citric Acid
- (h) Alum / PAC Dosing Skid with Agitator, Tank, Dosing Pumps & Motors
- (i) Chlorine Dosing Skid with Agitator, Tank, Dosing Pumps & Motors
- (j) SBMS Dosing Skid with Agitator, Tank, Dosing Pumps & Motors
- (k) Supply of Dosing Chemicals for a period of 1 year
- (l) Instrumentation (flow meters, PH analyser, Conductivity meter etc.)
- (m) Electrical control panels, Cables including earthing, Junction Box, appliances etc.
- (n) Pipelines and valves for plant
- (o) Product water storage tank minimum 3000 litres.
- (p) High pressure pump with motor for skid and distribution network
- (q) GI pipe for distribution network with fittings, isolation valves
- (r) Civil Materials including sand, cement, reinforcement, bricks etc.
- (s) Structural Materials including GI perlin sheet, fencing material, gates etc.

**** Note for Sr. No. 5**

- Packing shall be sturdy and adequate to protect all assemblies from corrosion, dampness, heavy rains breakage and vibration encountered during transportation, handling and storage at the site.

6. Civil Works

Civil works required for installation of plant and distribution network shall include:

- (a) Foundation for plant and equipment
- (b) Drainage arrangements
- (c) Storage tank platforms
- (d) Trenching / Pedestal for pipeline network for plant & distribution network.
- (e) Valve chambers where required
- (f) Excavation for structural foundations.
- (g) Pavement
- (h) Structural Truss Installation, metallic fencing & gate installation.
- (i) Perlin installation.

7. Installation

The contractor shall carry out:

- (a) Mechanical installation of plant equipment
- (b) Electrical installation and wiring
- (c) Control panel installation
- (d) Instrumentation installation
- (e) Pipelines, fittings and valves installation for plant and distribution network
- (f) Plumbing works for piping and Distribution Network

8. Testing and Commissioning

The contractor shall perform:

- (a) Hydrostatic testing of pipelines
- (b) Electrical testing
- (c) Trial run of plant
- (d) Performance test at 4000 LPH capacity

- (e) Water quality testing by any NABL accredited Lab. The product Water quality should meet IS 10500:2012 standards.

**** Note for Sr. No. 8**

- All components, equipment as described shall be tested to prove satisfactory performance and /or fulfillment of functional requirements without showing any sign of defect as individual equipment and as well as a system. All rotating components of the system as applicable shall run at the rated speed, all the components shall function smoothly without any undue deflection, unbalance vibration, flutter, slipping or sticky motion, excessive play & overheating at bearing parts, sparking etc.
- The date of commissioning for the plant shall be defined as the date when plant have been commissioned and have successfully operated for at least 7 days with desired output & quality, with no pending work remaining. The date of commissioning shall be declared by EIC / TFL.

9. Training

The contractor shall provide training to the client's personnel covering:

- (a) Plant operation
- (b) Routine maintenance
- (c) UF/Chemical cleaning, Back flushing
- (d) Troubleshooting procedures

10. Preventive Maintenance

Preventive maintenance shall be carried out periodically including:

- (a) Inspection of pumps, motors and valves
- (b) Cleaning and backwashing of filters (MGF & ACF)
- (c) Checking pressure gauges, flow meters and instruments
- (d) Checking electrical panels and wiring
- (e) Inspection of pipelines and valves in the distribution system
- (f) Calibration of instruments where necessary

11. Consumables and Replacement

The warranty shall include supply and replacement of the following consumables:

- (a) Filter cartridges
- (b) Ultrafilter membrane
- (c) Activated carbon media (as required)
- (d) Sand media (as required)
- (e) Dosing chemicals (Chlorination, SMBS for de-chlorination, Coagulant)
- (f) O-rings, gaskets, pump spares & other parts that require regular replacement or replenishment.
- (g) Piping, fittings, valves, electrical appliances, instruments and structural damage

Membrane replacement shall be carried out if performance drops significantly due to operational reasons.

12. Breakdown Maintenance

- (a) The contractor shall attend to any breakdown complaint from EIC within 24 hours of notification.

- (b) Necessary repair or replacement shall be carried out promptly to restore normal operation
- (c) All spare parts required for repair shall be supplied by the contractor.

13. Water Quality Monitoring

The contractor shall periodically monitor treated water quality including:

- (a) TDS
- (b) pH
- (c) Turbidity
- (d) Residual chlorine (if applicable)

Testing shall be carried out at least once every month through an NABL accredited laboratory.

14. Reporting and Documentation

The contractor shall maintain and submit the following records:

- (a) Preventive maintenance reports
- (b) Breakdown maintenance reports
- (c) Water quality test reports
- (d) Chemical consumption records

A ****monthly maintenance report**** shall be submitted to the client.

15. Spare Parts

The contractor shall maintain sufficient inventory of essential spare parts for uninterrupted plant operation during warranty period including:

- (a) Pumps and pump seals
- (b) Valves, Piping and fittings
- (c) Pressure gauges and other instruments
- (d) Electrical relays, switches and other electrical appliances
- (e) Filter cartridges

16. Service Personnel

The contractor shall deploy trained and qualified technical personnel for maintenance of the Water Purification & Disinfection plant and its distribution network.

17. Technical Specifications

Description	Unit	Specification
Operating Specifications		
Minimum Flow	LPH	4000
Inlet TDS	mg/l	500-2000
System Specifications		
Multi Grade Sand Filter (MGF) MOC - FRP	LPH	Min. 4000
Activated Carbon Filter (ACF) MOC - FRP	LPH	Min. 4000

Ultrafiltration Skid with Stainless Steel Body (Including Automatic Valves / Membrane / Chemical Cleaning Arrangement / Pump / Flowmeter / Pressure Gauge / Panel)	LPH	Min. 4000
Ultra-Filtration Cleaning Skid for (a) HCL and (b) Citric Acid – (1) Agitator With 3 Blade (0.25 HP / 3 PH / 50 HZ / Non FLP) (2) Tank – Min. 100 Litre HDPE (3) Dosing Pump- Min. 10 LPH With Tubing		
Dosing Tanks MOC - HDPE	Litres	Min. 100
Dosing Tank Agitators with motors		3 blades (0.25 HP/3Ph/ 50Hz/ non FLP)
Dosing Pumps	LPH	Min. 10
Cartridge Filter	PP	~5 Micron
High Pressure Pumps in SS 304 Construction	LPH	Min. 4000
Raw Water Pumps	LPH	Min. 4000
UV Lamp		1 Nos., 35 Watts
Plant Dimension	Feet	15 FT X 25 FT
Power Supply		415 V AC, 50 Hz, 3 Phase
Raw Water Storage Tank (Food Grade)	Litres	Min. 3000
Product water storage (Food Grade)	Litres	Min. 3000
Standard Instrumentation and Feature		
Rota-meter for measuring flow		
Auto Cleaning Skid for Ultrafilter		
Inbuilt protection to high pressure pump by way of low-pressure switch / high pressure switch		
pH meter		
Conductivity meter		
Pressure Gauges		
Pressure Switches		
Level Switch		
Dosing Chemicals for a period of 1 year		
UF Cleaning Chemicals for a period of 1 year		

18. Make / Manufacturer List

SI No	Items	Make/ Manufacturer
1	RAW WATER PUMP WITH MOTOR (Set)	LUBI / CRI / TEXMO / LEO / KIRLOSKAR / CROMPTON
2	WATER TANK (FOOD GRADE PLASTIC) (FEED AND PRODUCT)	SUPREME / PLASTCO / ASTRAL / HILLTAKE / SINTEX / VECTUS

3	DOSING SKID	Assembly of dosing skid as mentioned in item description
4	Dosing Chemicals	(Service Life > 1 years)
I	ALUM (NON-FERRIC)	PLASTCO / ION EXCHANGE / CHEMTEX / THERMAX / NALCO WATER
II	CLORINE (hypo)	PLASTCO / ION EXCHANGE / CHEMTEX / THERMAX / NALCO WATER
III	SMBS	PLASTCO / ION EXCHANGE / CHEMTEX / THERMAX / NALCO WATER
5	RAW WATER SAND FILTERATION	
I	SAND FILTER VESSEL WITH MULTIPORT VALVES AND FITTINGS	TATA / ADDY FLOW / PANTAIR / PEARL
II	SUPPLY OF MEDIA FOR CHARGUNG (DMI 65/ 210)	KM AQUA / GREEN WATER
III	SUPPLY OF MEDIA FOR CHARGING (QUART SAND)	STARKE AQUACARE / AQUA MINERALS / TERRA CHEM / ION EXCHANGE
IV	SUPPLY OF MEDIA FOR CHARGING (GRAVELS)	INOVA / ACURO / NETAFIM / AJMERA
6	ACTIVTATED CARBON FILTER	
I	ACTIVTATED CARBON FILTER VESSEL	TATA/ADDY FLOW/ PANTAIR/ PEARL
II	SUPPLY OF MEDIA FOR CHARGING (ACTIVATED CARBON)	SURYA SORB/ MICBAC INDIA/ SOUTHERN CARBON/ ACURO ORGANICS
7	ULTRAFILTRATION SKID WITH STAINLESS STEEL BODY (INCLUDING AUTOMATIC VALVES / MEMBRANE / CHEMICAL CLEANING ARRANGEMENT / PUMP / FLOWMETER / PRESSURE GAUGE / PANEL)	ZONTAC / DOW / HYDRONETICS / 3D Aqua / PURE WATERTECH / CLEANTECH
8	ULTRA FILTERATION CLEANING SKID with (a) HCL and (b) CITRIC ACID	TRINITY / PURE WATERTECH / AQUA TECHNICS / CLEAN TECH WATER / AQUASHAKTI
9	HIGH PRESSURE PUMPs	LIBI / CRI / KIRLOSKAR / CROMPTON
10	PH ANALYZER (ONLINE)	ASTER / AQUASOL / COUNTRONICS
11	CONDUCTIVITY ANALYZER (ONLINE)	ASTER / AQUASOL / COUNTRONICS
12	PIPE CONNECTION (UPVC/CPVC)	SUPREME / FINOLEX / ASTRAL
13	Electrical JB / CABLES INCLUDING EARTHING / EARTHING PITS FOR INDIVIDUAL EQUIPMENTS	KEI / HAVELLS / FILNOLEX / POLYCAB / RR CABLE / IONIX / 3M

14	Electrical ITEMS (ELCB/ MCB/ CONTACTOR/WIRE) FOR INDIVIDUAL EQUIPMENTS	HAVELLS / STRULITE / SIEMENS / SCHNEIDER ELECTRIC
15	CIVIL WORK (FOUNDATIONS/ PAVING) FOR INDIVIDUAL EQUIPMENTS WITH ANCHORING	CEMENT CONCRETE with ULTRATECH / ACC / AMBUJA
16	SHED INSTALLATION WITH GI PERLIN SHEET, FENCING AND STRUCTURE	TATA / JSW / HINDALCO
17	Township water distribution network piping (GI pipe)	JINDAL / JSW / TATA
18	Isolation Valves	SANT VALVES / HAWA VALVES / GM ENGG / NOVEL VALVES
19	Fittings	JINDAL / JSW / TATA

19. General Terms & Conditions

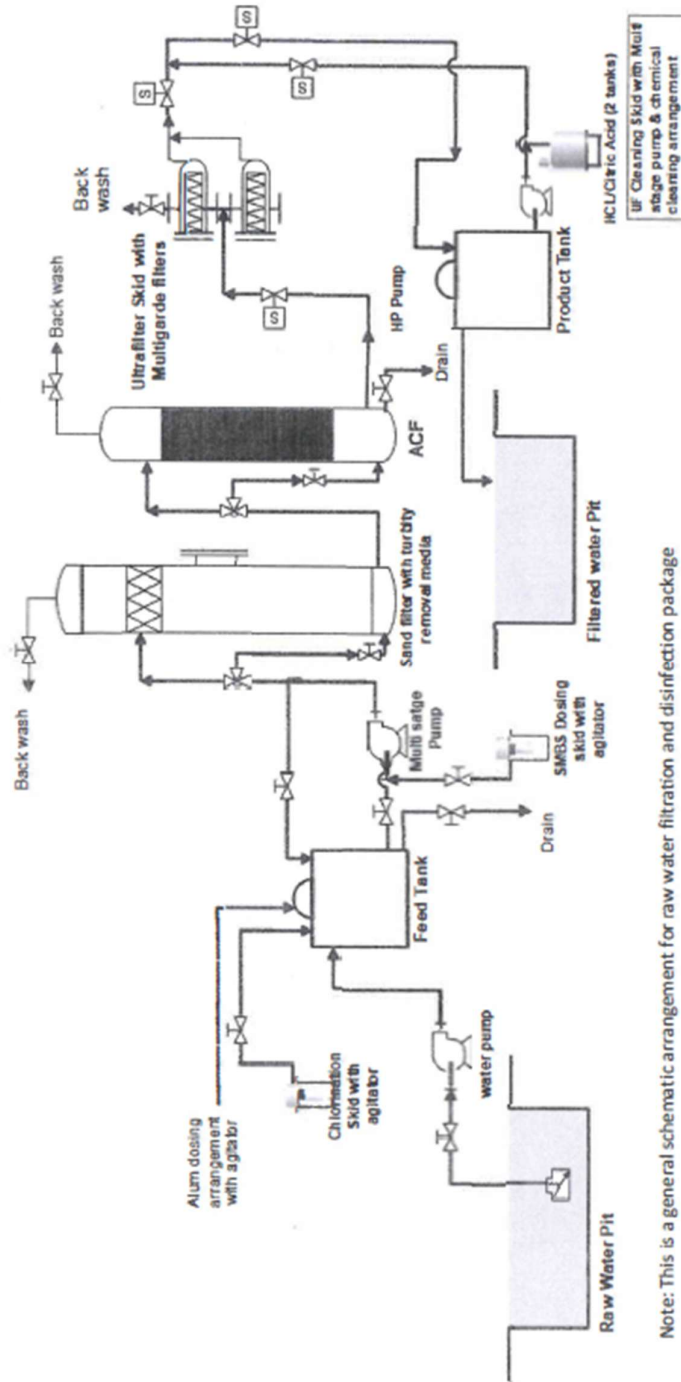
- (i) During one-year warranty period the comprehensive servicing/maintenance and supply of spares shall be under the scope of bidder. (Servicing schedule - On the interval of every months or based on site requirement).
- (ii) The bidder will not claim any servicing charge during one-year warranty period.
- (iii) Raw water to TFL is being supplied from Brahmani river through TFL pump house. The bidder is advised to have sampling and analysis before bidding (if required). The costs of visiting the site shall be borne by the bidder.
- (iv) Raw water storage pit and purified water storage pit (buffer pit- if any) shall be under scope of TFL. However, bidder has to supply raw water storage tank and filtered water storage tank as per scheme (Annexure-1).
- (v) Provision of power supply (3 phase) to the skid Junction Box shall be under scope of TFL.
- (vi) The purified water supply from the filtered water tank (including pumps, piping, fittings and valves) to Vikrampur guest house, CISF barrack and D type quarters entry point shall be under scope of bidder. The tentative layout for the approximate length 1500 mts has been provided in Annexure 3 of SOW.
- (vii) Filtered water distribution pipelines installation, required foundations or underground installation shall be under scope of bidder.
- (viii) The Bidder is advised to visit the site of TFL for assessing the quantum of work and obtain on its own all necessary information that may be useful for preparing the Bid and entering into contract for the required job.
- (ix) The bidder shall not be entitled to hold any claim against TALCHER FERTILIZERS LIMITED for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the bidder to obtain all the necessary information about site, surrounding, working conditions, weather etc. on its own before submission of the bid.

Enclosures:

1. Annexure-1: Tentative scheme for Raw water filtration & Disinfection Package
2. Annexure-2: Purified water technical specification
3. Annexure-3: Tentative layout for purified water distribution into township

Annexure-1

Scheme for raw water filtration system (4000 L/Hr) at Vikrampur Guest House



Note: This is a general schematic arrangement for raw water filtration and disinfection package

1. All Electrical items, cables, JB, Switches, MCB, ELCB, Panels, earthing pits shall be supplied by vendor. TFL will provide only 3 phase supply to skid.
2. Civil foundation, Paving, Shed and fencing shall be scope of vendor for rain protection and theft issues.
3. Supply and installation of all equipments as per SOR is in the scope of vendor.
4. Water quality shall be tested by Govt lab at the time of commissioning and monthly water analysis from Govt. certified lab shall be the scope of vendor.
5. Skid piping connection shall be UPVC/PVC.
6. Online instruments and its panel supply and availability is under scope of vendor (PG, Flowmeter/ Rotameter, PH meter, Conductivity meter)
7. One year warranty shall be provided by vendor and required servicing shall be the scope of vendor

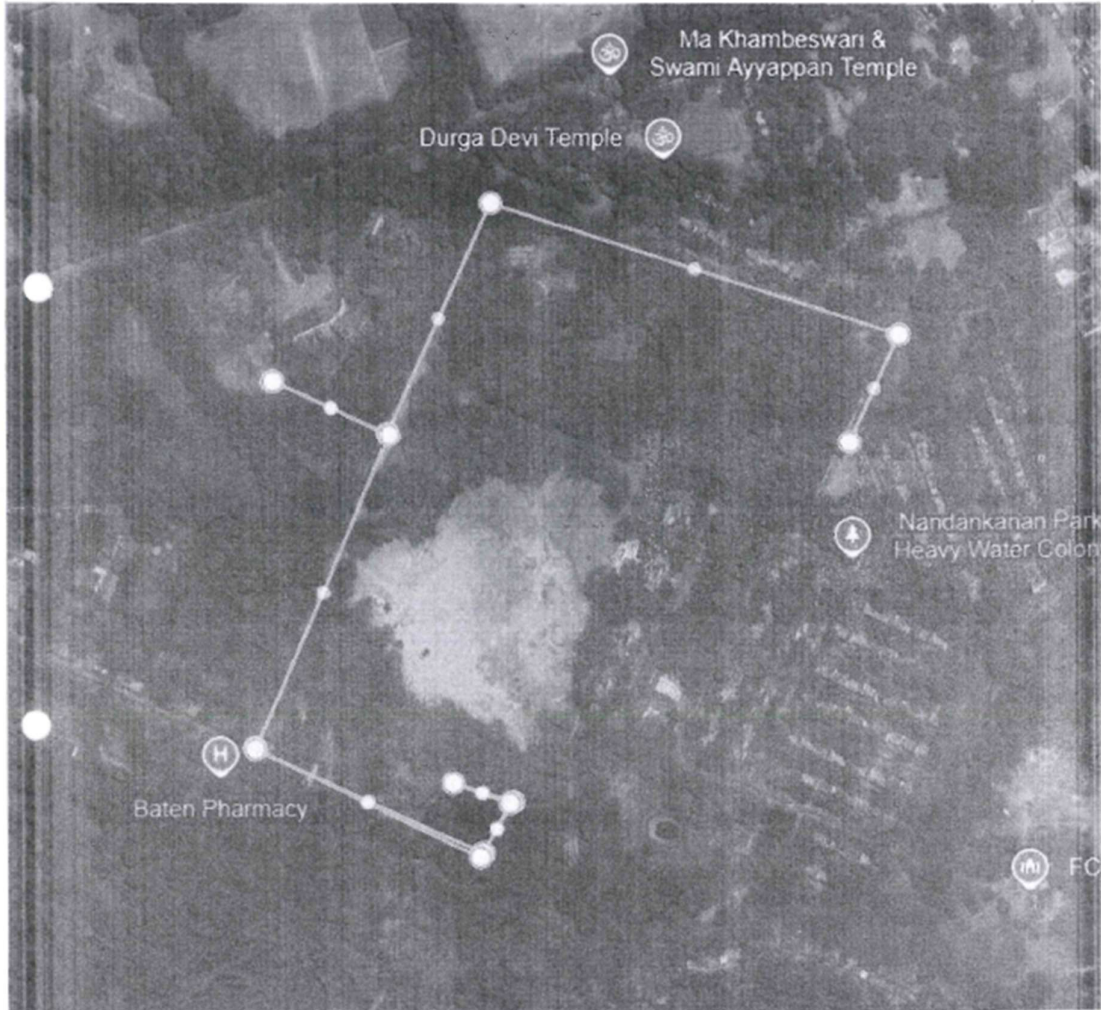
Annexure - 2: Technical Specification after raw water filtration & disinfection**Sample Details:** Purified Water Sample (after filtration & disinfection from filtration skid)

Sl. No.	Test Parameter	UoM	Requirements (As per IS 10500:2012)	
			Acceptable limit	Permissible limit (in absence of alternate source)
Physical Properties:				
1	Colour	Hazen	5	15
2	Odour	-	Agreeable	Agreeable
3	pH Value	pH	6.5-8.5	No Relaxation
4	Conductivity	μ ohms	Nil	Nil
5	Turbidity	NTU	1.0	5.0
Chemical Properties:				
6	Total Dissolved Solids (TDS)	mg/l	500	2000
7	Chloride	mg/l	250	1000
8	Sulphate	mg/l	200	400
9	Nitrate	mg/l	45	No relaxation
10	Total hardness (as CaCO ₃)	mg/l	200	600
11	Calcium Hardness (Ca)	mg/l	75	200
12	Magnesium Hardness (Mg)	mg/l	30	100
13	Fluoride (as F)	mg/l	1.0	1.5
14	Lead (Pb)	mg/l	0.01	No Relaxation
15	Iron (as Fe)	mg/l	1.0	No Relaxation
16	Residual Free Chloride (FRC)	mg/l	0.2	1.0
Biological Properties:				
17	E. Coli / Thermotolerant coliform	-	ND	No Relaxation
18	Total coliform	-	ND	No Relaxation

❖ These parameters are derived from BIS IS 10500:2012 for Drinking water.

❖ The filtered water shall be utilized by people for household and personnel uses.

Annexure-3: Water Distribution Network Map



SECTION-VII

SCHEDULE OF RATES (SOR)

PREAMBLES TO SCHEDULE OF RATES

1. Rates quoted in the SOR sheet shall remain firm and fixed during contract duration and no escalation on whatsoever account shall be entertained.
2. The job is non splitable and evaluation shall be done on overall rate basis considering all applicable taxes & duties including GST.
3. The CONTRACTOR confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its SCHEDULE OF RATES. In case, CONTRACTOR has not included any such taxes, duties, levies etc., at all and/or at prevailing rates and CONTRACTOR has to pay such taxes, duties, levies etc., OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to CONTRACTOR.
4. The Unit Rates quoted by the bidder shall be firm and valid for the entire contract period including any extension thereof and no escalation shall be permissible for any reason whatsoever. In the SOR, the contractor shall quote rates after taking into account all his liabilities viz. accommodation, transportation, insurance, equipment, profit & overhead, etc. required for smooth execution of the contract.

Validate Print Help **Wise BoQ**

Tender Inviting Authority: Talcher Fertilizers Limited

Name of Work: Design, Engineering, Supply, Installation and Commissioning with one year comprehensive warranty of a Water Purification & Disinfection Plant at Vikrampur guest house" for TFL, Talcher.

Contract No: TFL/TAL/C&P/WATER_PURIFIER/2026 dated 10.06.2026 (E-TENDER ID: XXXXXX)

Name of the Bidder/ Bidding Firm / Company :			
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PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST (If applicable in Percentage)	GST Amount in Rs. P	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	8	9	11	12	13
1	Design, Engineering, Supply, Installation and Commissioning with one year comprehensive warranty of a Water Purification & Disinfection Plant at Vikrampur guest house" for TFL, Talcher.	1.00	LSM			0.00	0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words							INR Zero Only		