

DETAILED LETTER OF ACCEPTANCE

DLOA No.: TFL/TALCHER/C&P/FLARE SYSTEM/LOA-028/23-24

March 16th, 2024

To,
M/s. AFG COMBUSTION PRIVATE LIMITED
[FORMERLY AIROIL FLARE GAS PRIVATE LIMITED],
Survey Nos. 788 & 793, Opp Torrent Laboratories,
Kaloi-Mehsana Highway,
Indrad-382715 Tal Kadi,
Dist: Mehsana, Gujarat,

E-mail : info@afgcombustion.com / mdiwedi@afgcombustion.com
Mob No. : 09726428756/ 09726428759
Kind Attn. : Mr. M. K Diwedi (President-Operation)

Sub: Detailed Letter of Acceptance (DLOA) for "Supply, Installation, Testing & Commissioning of Flare System on LSTK Package Basis at Talcher Fertilizers Limited, Angul, Odisha".

Ref:

1. NIT / Bidding Document / Tender Document No. PNMM/PC-183/E-4020/NCB dated 16.03.2023 (E-Tender ID: 2023_PDIL_745545_1) issued by PDIL (on behalf of TFL), and all Amendments thereof – refer **Annexure-I** of this DLOA.
2. Techno-Commercial Bid Ref. No. Q01481 dated 08.05.2023 [E-Bid No. 2575830] against the referred NIT submitted by **M/s AFG COMBUSTION PRIVATE LIMITED** (hereinafter referred to as **ACPL / Contractor**) on CPP Portal vide E-bid no. 2575830.
3. Various correspondences exchanged between PDIL/TFL and **ACPL** with regard to Commercial & Technical queries.
4. M/s **ACPL** email dated 07.07.2023 for extension of validity of Bid till 08.10.2023.
5. M/s **ACPL** email dated 03.10.2023 for extension of validity of Bid till 23.10.2023
6. Our 'Fax of Acceptance (FOA)' No. TFL/NOIDA/C&P/FLARE SYSTEM/FOA-006/23-24 dated October 16, 2023.
7. Our "Contract Agreement" dated 20th October between PDIL/TFL and **ACPL** against FOA No. TFL/NOIDA/C&P/FLARE SYSTEM/FOA-006/23-24 dated October 16, 2023.

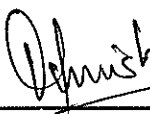
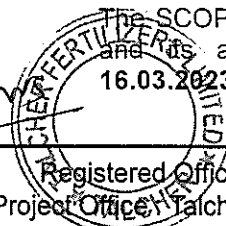
Dear Sir / Madam,

With reference to above, we are pleased to issue this Detailed Letter of Acceptance for "Supply, Installation, Testing & Commissioning of Flare System on Package Basis at Talcher Fertilizers Limited, Angul, Odisha".

The 'Detailed Letter of Acceptance' shall be executed strictly in accordance with the terms and conditions set out below:

1.0 SCOPE OF WORK AND TECHNICAL SPECIFICATIONS:

The SCOPE OF WORK AND TECHNICAL SPECIFICATIONS shall be as per Section VI and its attachments of Tender Document no. **PNMM/PC-183/E-4020/NCB** dated **16.03.2023** issued by PDIL (on behalf of TFL), and all Amendments thereof.

Registered Office : Plot 2/H, Kalpana Area, BJB Nagar, Khurda, Bhubaneswar - 751014

Project Office : Talcher Fertilizers Limited, Plot No. - 24, Film City, Sector - 16A, Noida - 201301

Site Office : Administrative Building, Talcher Fertilizers Limited, P.O. : Vikrampur, Talcher, Dist. Angul (Odisha) - 759106

Visit us at : www.tflonline.co.in

However, the **Brief Scope of Work** is mentioned below:

Scope of work of the Contractor shall include Design, Engineering, Procurement, Supply, Fabrication, Inspection by Third Party Inspection Agency (TPIA), Route survey for ODCs (if required), Carrying out HAZOP & SIL Study, Insurance, Transportation of all equipment / materials to work site, Storage, construction, erection /installation of all civil and structural, mechanical, electrical and instrumentation works, assembly, obtaining all necessary statutory

Approvals, Testing, Mechanical Completion, Pre-Commissioning Commissioning, Performance Guarantee Test Run (PGTR) including total Project, Management and handing over of the Client of complete Flare System Package in all respect as detailed in the Bidding document on Single Point Responsibility basis. Following are the major items for the Flare Package:

- I. Flare tip with flame protection shield
- II. Molecular seal
- III. Flare pipe
- IV. Ignition panel
- V. Flame propagation pipes
- VI. Pilot burners
- VII. Main burners
- VIII. All piping works including expanders/reducers, companion flanges and associated nuts, bolts & gaskets at battery limit of the package.
- IX. All electrical works including drive motors, Air Craft warning Light, ignition system
- X. All Instrumentation works including thermocouples, flow meters, transmitters etc.
- XI. All Civil & structural works, including RCC foundation

The detailed scope of work shall be as per Bidding document.

2.0 TOTAL LSTK PRICE / TOTAL CONTRACT PRICE:

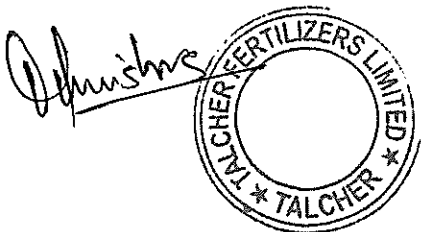
The TOTAL LSTK PRICE / TOTAL CONTRACT PRICE for the scope of work in Para 1.0 above under this Contract shall be as follows (refer **Annexure-C** of this DLOA):

TOTAL LSTK PRICE / TOTAL CONTRACT PRICE EXCLUSIVE OF GST **INR 115,00,00,000/-**
(In words: Indian Rupees One Hundred Fifteen Crores only)

GOODS AND SERVICE TAX (GST) @18%: **INR 20,70,00,000.00**
(In words: Indian Rupees Twenty Crores Seventy Lakhs only)

TOTAL LSTK PRICE / TOTAL CONTRACT PRICE INCLUSIVE OF GST **INR 135,70,00,000/-**
(In words: Indian Rupees One Hundred Thirty Five Crores and Seventy Lakhs only)

TOTAL LSTK PRICE / TOTAL CONTRACT PRICE quoted by the Contractor shall be firm and fixed and shall be valid until completion of the Contract to be executed by the CONTRACTOR pursuant hereto and shall not be subject to variation/escalation on any account except as otherwise specifically provided in the Contract documents.



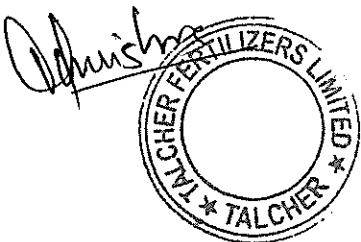
3.0 TAXES AND DUTIES

Taxes and Duties to be paid by OWNER under this contract is detailed in 2.0 above and shall be paid on submission of documents in accordance with NIT provisions and shall be limited to amounts indicated below:

- i) Goods and Service Tax (GST): **INR 20,70,00,000.00**
(In words: Indian Rupees Twenty Crores
Seventy Lakhs only)

- 3.1 The CONTRACTOR shall be liable for and shall pay any and all Indian fees, taxes, duties, levies and cess including education cess etc., assessable against CONTRACTOR in respect of or pursuant to the CONTRACT. However, GST payment by the CONTRACTOR to the Tax Authority shall be made by the Owner to the CONTRACTOR at actual limited to the amount indicated above.
- 3.2 It will be the duty of the CONTRACTOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable under GST and Customs Duty on the manufacture, sale, import and/or supply of any material to OWNER and/or applicable on the services performed by the CONTRACTOR pursuant hereto. The CONTRACTOR shall keep the OWNER indemnified for and against any and all claims, demands, prosecutions, penalties, damages, demurrages and/or other levies whatsoever made or levied by the Court or Customs Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of such laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.
- 3.3 The award of work is on 'Work Contract Service' basis. The CONTRACTOR shall be responsible for payment of any tax levied on the transfer of property and goods involved with relevant GST act and rules made there under including amendments, if any. The CONTRACTOR shall be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and any taxes/ duties/ levies being charged by the Contractor would be claimed by issuing proper tax invoice/challan indicating details/ elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention correct and valid registration number(s) on all tax invoices raised to TFL.
- 3.4 Any other taxes / duties in relation to this CONTRACT, which in terms of relevant legislation is the liability of CONTRACTOR, is discharged by OWNER, would be recovered from the CONTRACTOR from any subsequent payment due to the CONTRACTOR.
- 3.5 The rate mentioned in the SOR (Annexure-C of this DLOA) is inclusive of BOCW. The contractor shall pay the cess under BOCW Act for subject works and submit proof of submission of cess to owner before submitting the next R.A. bill. In case, contractor does not submit the said proof, applicable BOCW shall be deducted at source by the OWNER from the contractor's invoice and deposit the deducted amount to the concerned authority. OWNER does not undertake any further responsibility in this regard.

The above clauses pertain to only some of the clauses related to Taxes and duties. All other terms and conditions w.r.t. "Taxes and duties" shall be as per NIT / Tender document and amendments thereof, if any.



3.6 Goods and Service Tax (GST)

Terms and conditions w.r.t. "Goods and Service Tax (GST)" shall be as per tender document and amendments thereof, if any.

4.0 COMPLETION PERIOD

Completion Period for the entire package shall be 16 (Sixteen) months reckoned from date of issuance of our Fax of Acceptance (FOA) i.e. 16 (Sixteen) months from 16.10.2023.

5.0 MUTUALLY AGREED DAMAGES (MAD)

5.1 For Delay in Completion

5.1.1 The CONTRACTOR agrees that the work shall be commenced and carried on at such points, and in the order of precedence and at such times and seasons as may be directed by the OWNER in accordance with the schedule for the completion of work as outlined in the CONTRACT. The CONTRACTOR declares that he has familiarised himself with the site and rights of way, ground conditions, with all the local conditions, and with all the circumstances which may or are likely to affect the performance and completion of the work and that he has allowed for such conditions in the preparation of this schedule. The progress of work shall be checked at regular monthly intervals and the percentage progress achieved shall be commensurate with the time elapsed after the award of the CONTRACT.

5.1.2 However, it is not incumbent upon the ENGINEER-IN-CHARGE to notify the CONTRACTOR when to begin or to cease or to resume work, nor to give early notice of the rejection neither of a faulty work, nor in any way to superintend so as to relieve the CONTRACTOR of responsibility of any consequence of neglect or carelessness by him or his subordinates.

5.1.3 The time stipulated in the CONTRACT for the execution and completion of the works is shall be deemed to be of utmost importance of the CONTRACT. In the event the CONTRACTOR fails to attain the PRELIMINARY ACCEPTANCE of PLANT within the CONTRACTUAL COMPLETION PERIOD due to the reasons not attributable to OWNER, then the CONTRACTOR shall pay to the OWNER as MAD at the rate of 0.5% of the TOTAL CONTRACT PRICE (excluding taxes) per week of delay or part thereof. The total deductions under this head shall not exceed 5% of the TOTAL CONTRACT PRICE (excluding taxes).

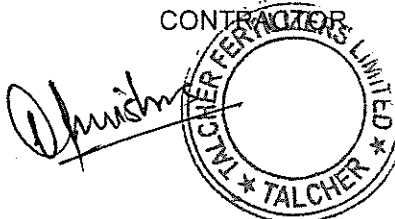
The OWNER may, without prejudice to any method of recovery, deduct the amount for such damages from any amount due or which may become due to the CONTRACTOR. In the event of extension of time being granted by the OWNER in writing for completion of the WORKS without levy of MAD (Mutually Agreed Damages), this clause will be applicable after expiry of such extended period. GST at the prevailing rate, if applicable on "MUTUALLY AGREED DAMAGES" shall be recovered extra from the CONTRACTOR on the amount of such MUTUALLY AGREED DAMAGES levied as per the Contractual terms.

OWNER shall raise separate Tax Invoice for recovery of MAD along with applicable GST.

Mutually Agreed Damages represent, without prejudice to the respect of the contractual obligation under the CONTRACT by CONTRACTOR, the sole and exclusive remedy of OWNER for such delay.

Other terms and conditions w.r.t. "Mutually Agreed Damages (MAD)" shall be as per tender document and amendments thereof, if any.

The decision of the OWNER on the applicability of MAD shall be final and binding on the CONTRACTOR.



A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "TALCHER PERFORMERS LIMITED" around the perimeter and "TALCHER" at the bottom. There are two small stars on either side of the word "TALCHER".

6.0 OVERALL CEILING ON TOTAL LIABILITY

- 6.1 The Maximum Overall Liability under the CONTRACT on account of (a) Delay in execution of project (b) Termination of CONTRACT (c) Carrying out balance work at the risk and cost of the CONTRACTOR, re-engineering, make good, mechanical warranty (d) Patent infringement and (e) any other liabilities (if any) defined in the NIT shall be capped to 100% of the TOTAL CONTRACT PRICE.
- 6.2 Except for criminal negligence or willful misconduct, the Contractor shall not be liable to the Owner, whether in contract, tort, or otherwise, or any indirect or consequential loss or damage, loss of use, loss of production, or loss of profit or interest cost, provided that this exclusion shall not apply to any obligation of the Contractor to pay liabilities to the Owner, as defined in clause 6.1 above.

7.0 CONTRACT AGREEMENT:

The Contractor shall be required to execute 'Contract Agreement' in the prescribed format given in this Tender Document (Form F-23) on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by Contractor] and of 'state' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of issuance of "Notification of Award i.e. Fax of Acceptance (FOA)".

Every page of the CONTRACT agreement shall be initialled by the authorised representatives of OWNER and CONTRACTOR under the Seal of their respective Companies.

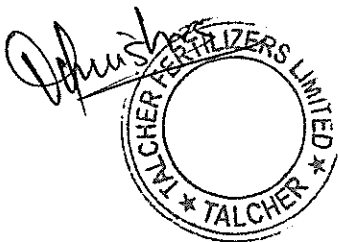
The CONTRACTOR shall present the above CONTRACT AGREEMENT so prepared in two Sets along with proper Power of Attorney and other requisite material on the day of signing the agreement.

Notwithstanding anything mentioned in any other clause, any conditions imposed from time to time by Government of India shall be followed by the CONTRACTOR.

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

8.0 CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD):

- 8.1 Within 30 days of the receipt of the notification of Award/ Fax of Acceptance (FOA) from TFL, the Contractor 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 Bank Guarantee or Letter of Credit and shall be in the currency of the Contract.
- 8.2 The CPS shall be for an amount equal to 3% (Three) of TOTAL CONTRACT PRICE (Excluding GST) towards faithful performance of the contractual obligations and performance of equipment.
- 8.3 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.



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- 8.4 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 day after issuance of FOA.
- 8.5 All Other terms and conditions w.r.t. "Contract Performance Security (CPS) / Security Deposit (SD)" shall be as per tender document and amendments thereof, if any.
- 8.6 The above original "Contract Performance Security" (CPS) shall be sent to following address:

Mr Vivek Mishra,
Senior Manager (C&P)
Talcher Fertilizers Limited,
Room No. 216, Administrative Building
Bikrampur, Angul, Odisha 759106
Email-Id: vivekmishra@tflonline.co.in

Note:

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

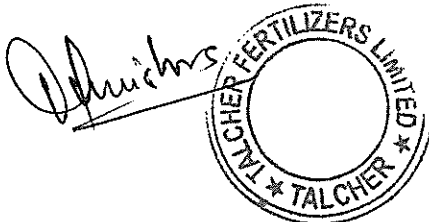
Account holder's name: Talcher Fertilizers Limited
Bank Name: State Bank of India
Branch: CAG II, New Delhi
Account Number: 41256023769
Type (Current/Saving): Current
IFSC code: SBIN0017313

9.0 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY

Under the "Public Procurement (Preference to make in India) Order 2017", M/s ACPL have given undertaking/declaration in their bid document that the minimum local content for this package shall be 50% as per the said policy. Accordingly, the provisions of the said policy dated 16.09.2020 [ANNEXURE-F of this DLOA] as attached with this DLOA along with provisions stipulated in the tender document (and amendments, if any) shall be applicable for this Contract.

10.0 TERMS OF PAYMENT:

- 10.1 The 'Terms of Payment' shall be governed by the terms enumerated Clause 14.0 of SCC of bidding document No. PNMM/PC-183/E- 4020/NCB dated 16.03.2023 and subsequent Amendments thereof.
- 10.2 Payments shall be made by OWNER to the CONTRACTOR through RTGS / NEFT.
- 10.3 Subject to the other provisions of the Contract documents, payments shall be made as follows:



10.3.1 FOR SUPPLIES INCLUDING SPARES, LUBRICANTS ETC.:

(i) AGAINST PROOF OF SHIPMENT / DESPATCH OF MATERIALS:

40% (Forty percent) on pro-rata basis as indicated in the approved Billing schedule (refer clause 11.0 below). Stage payment against "Proof of despatch of Materials" shall be released on submission of the following documents:

- a) Signed Invoice(s)
- b) Delivery Challan
- c) Packing list.
- d) Manufacturer's certificate of inspection for shipment duly approved by the CONTRACTOR in one original and one photocopy
- e) Third Party Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER/PMC, or waiver certificate issued by OWNER/PMC.
- f) Railway Receipt/LR
- g) Certificate of Insurance Policy
- h) Guarantee certificate (wherever applicable)
- i) Operation & Maintenance manual (wherever applicable)

(ii) AGAINST RECEIPT OF MATERIAL AT SITE :

45% (Forty Five Percent) on pro-rata basis as indicated in the approved Billing schedule on submission of:

- (a) Signed Invoices.
- (b) Photocopy of Third Party Inspection certificate as per QAP approved by OWNER along with Test Certificate.
- (c) Entry gate pass duly endorsed by OWNER's security for verification of physical entry of material to SITE.
- (d) Incoming Material Inspection Report signed by PMC & Owner.

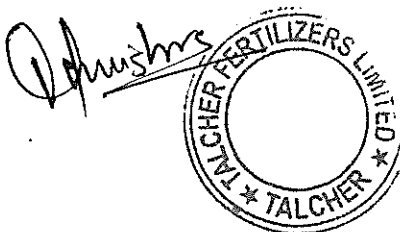
(iii) 5% (Five percent) as indicated in the approved Billing schedule on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).

(iv) 8% (Eight percent) as indicated in the approved Billing schedule on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.

(v) 2% (Two percent) as indicated in the approved Billing schedule on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

10.3.2 FOR SERVICES (INCLUDING TRANSPORTATION, INSURANCE, INSTALLATION ERECTION & COMMISSIONING)

- i. 85% ((Eighty Five Percent) of the Services Price component shall be paid on pro-rata basis against progress of Service duly certified by the PMC & Owner for the quantum of work completed and field quality billed as per the approved Billing Schedule/monthly progress report.



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- ii. 5% (Five percent) on issue of MECHANICAL COMPLETION Certificate against CONTRACTOR's certified running Accounts Bill(s).
- iii. 8% (Eight percent) as indicated in the approved Billing schedule on issue of PRELIMINARY ACCEPTANCE CERTIFICATE against the CONTRACTOR's certified Running Account Bills.
- iv. 2% (Two percent) on completion of balance jobs, if any, against the CONTRACTOR's Certified Final Bill.

10.4 All payments shall be released only after finalization of the planning and monitoring documents and Progress Schedule.

All invoices shall be submitted in quadruplicate to EIC by the Contractor. The payment shall be released within 30 days of submission of invoice.

10.5 PAYING AUTHORITY

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

10.6 Payment Methodology

Contractor shall enclose all documents as per check list issued by PMC/OWNER. After receipt of complete RA Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC) / PMC, on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the RA Bill will be released to the Contractor within a period of seven (07) working days from submission of certified bill by PMC to TFL. The balance amount will be released within a period of 15 days from submission of certified bill by PMC to TFL.

10.7 All other terms and conditions related to "Payment Terms / Terms of Payment" shall be as per the tender document and its amendments.

11.0 BILLING SCHEDULE

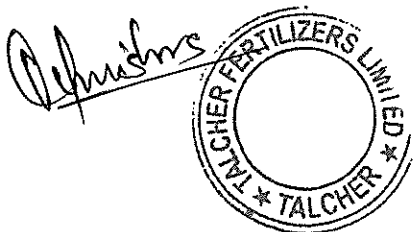
The CONTRACTOR shall submit all invoices for a particular month under a single covering letter (once in a month) based on the billing schedule duly certified by OWNER/PMC with related documents.

The Billing Schedule shall consist of the following heads:

1. SUPPLIES (Break-up in line with the Material Control Index-MCI)

- a. Total of Supplies (excluding Spares, Chemicals, Lubricants)
- b. Mandatory/Insurance Spares as per list enclosed in Section VI-10
- c. Lubricants & Consumables
- d. Others

2. SERVICES



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- a. Basic Engineering (Break-up In line with the Document Control Index-DCI)
- b. Detailed Engineering (Break-up In line with the Document Control Index-DCI)
- c. Civil and Structural Works
- d. Installation
- e. Mechanical Completion
- f. Erection
- g. Commissioning
- h. PLANT TRAIL RUNS
- i. Insurance
- j. Transportation Charges
- k. Others

All other terms and conditions related to "Billing Schedule" shall be as per the tender document and it's amendments.

12.0 DEFECT LIABILITY PERIOD (DLP) AND LIABILITY FOR DEFECT:

The DEFECT LIABILITY PERIOD shall be for a period of 12 (Twelve) months from the date of PRELIMINARY ACCEPTANCE / DEEMED ACCEPTANCE

For various other terms and conditions related to "Defect Liability Period (DLP) and Liability for Defect", please refer various sections of the bidding document and Amendments thereof.

13.0 ENGINEER-IN-CHARGE (EIC):

EIC shall be Mr. Sanjay Kumar Barnwal, DGM (Electrical), PDIL, Mobile No. 09971882568, E-mail: sk_barnwal @pdilin.com

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

14.0 INTEGRITY PACT AGREEMENT

This contract shall be governed by INTEGRITY PACT. The Integrity Pact Agreement is placed at **Annexure-D**.

15.0 FORCE MAJEURE

Terms and conditions w.r.t. "Force Majeure" shall be as per bidding document and amendments thereof, if any.

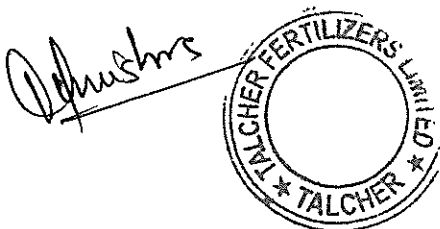
16.0 DISPUTE RESOLUTION MECHANISM

All terms and conditions w.r.t. "Dispute Resolution Mechanism / Settlement of Dispute / Arbitration" shall be as per bidding document and amendments thereof, if any.

17.0 BANK DETAILS

The Bank details of M/s. AFG Combustion Private Limited [Formerly Airoil Flaregas Private Limited] for the purpose of remittance of payment are attached at **Annexure-E** of this DLOA.

18.0 INTERPRETATION OF CONTRACT DOCUMENTS / ORDER OF PRECEDENCE



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The documents forming the Contract are to be read together and interpreted as mutually explanatory of one another. If there is a direct inconsistency in specific obligation(s), then for the purposes of interpretation, and unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

1. The Contract Agreement
2. Detailed Letter of Acceptance (DLOA) along with its enclosures
3. Fax of Acceptance (FOA)
4. Schedule of Rates (SOR)
5. Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
6. Drawings
7. Special Conditions of Contract (SCC)
8. Technical Specifications (wherever applicable)
9. Instructions to Bidders (ITB)
10. General Conditions of Contract (GCC)
11. Other Documents

Any amendment / Corrigendum / Addendum to tender issued by PMC (i.e. PDIL) / Owner shall take precedence over respective clauses of the original tender document and its annexures. Similarly, any amendment / change order issued by Owner upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

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

The provisions of the aforesaid policy as enumerated in Annexure VII of Section III (Instruction to Bidders) of Bidding Document shall apply along with the "Undertakings" as per Form I submitted by you with the un-priced bid (refer **Annexure-G** of this DLOA).

20.0 POST ORDER CORRESPONDENCE

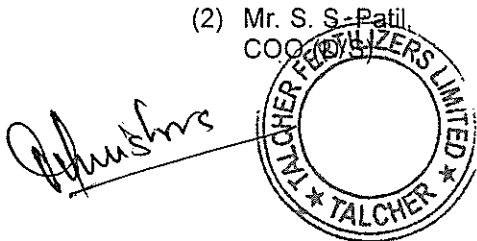
(A) Head Office (PDIL-Noida)

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

COPY TO:

- (1) Mr. Sanjay Kumar Barnwal
Engineer-In-Charge / DGM (Electrical), PDIL
Administrative Building
Talcher Fertilizers Limited,
Talcher, Post: Vikrampur,
Dist. Angul, Pin - 759106
Odisha
E-Mail: sk_barnwal@pdilin.com

- (2) Mr. S. S. Patil,
COO, TFL



DLOA No. TFL/TALCHER/C&P/FLARE SYSTEM/LOA-028/23-24 dated 16.03.2024

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

- (3) Mr. Dhiraj Nigotiya, CM (Mech.) / Mr. Amartya Paul, SE (Const.)
Administrative Building,
Talcher Fertilizers Limited
Talcher, Post: Vikrampur,
Dist. Angul, Pin – 759106
Odisha
E-Mail: drnigotiya@tflonline.co.in / amartya.paul@tflonline.co.in

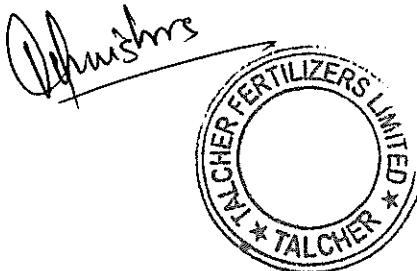
(B) For Site Related Activities (at TFL, Talcher)

TO,

Mr. Sanjay Kumar Barnwal
Engineer-In-Charge / DGM (Electrical), PDIL
Administrative Building
Talcher Fertilizers Limited,
Talcher, Post: Vikrampur,
Dist. Angul, Pin – 759106
Odisha
E-Mail: sk_barnwal@pdilin.com

COPY TO:

- (1) Mr. Kailash Joshi
Project Manager,
M/s Projects & Development India Limited,
P.D.I.L Bhawan, A-14, Sector-1,
Noida -201301
E-Mail: kjoshi@pdilin.com
- (2) Mr. S. S. Patil,
COO (D/S)
Administrative Building,
Talcher Fertilizers Limited
Talcher, Post: Vikrampur,
Dist. Angul, Pin – 759106
Odisha
E-Mail: coods@tflonline.co.in
- (3) Mr. Dhiraj Nigotiya, CM (Mech.) / Mr. Amartya Paul, SE (Const.)
Administrative Building,
Talcher Fertilizers Limited
Talcher, Post: Vikrampur,
Dist. Angul, Pin – 759106
Odisha
E-Mail: drnigotiya@tflonline.co.in / amartya.paul@tflonline.co.in



DLOA No. TFL/TALCHER/C&P/FLARE SYSTEM/LOA-028/23-24 dated 16.03.2024

21.0 OTHERS TERMS & CONDITIONS OF CONTRACT


All other terms and conditions of the contract shall be governed by bidding document no. PNMM/PC-183/E-4020/NCB dated 16.03.2023 and all associated Amendment(s) issued against the NIT.

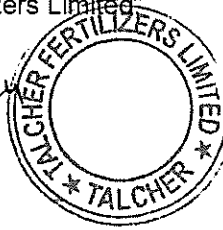
This DLOA is being issued to regularize the FAX OF ACCEPTANCE (FOA) No. TFL/NOIDA/C&P/FLARE SYSTEM/FOA-006/23-24 dated 16.10.2023.

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

Thanking you,

Yours faithfully,
For M/s Talcher Fertilizers Limited


16/03/2024
(Vivek Mishra)
Senior Manager (C&P)



ENCLOSURES:

1. Annexure-A Contract Agreement executed between M/s. Talcher Fertilizers Ltd. and M/s ACPL (4 Pages, Page No. 1323 to 1326)
2. Annexure-B FOA No. TFL/NOIDA/C&P/FLARE SYSTEM/FOA-006/23-24 dated 16.10.2023 (2 Pages, Page No. 1320 to 1321)
3. Annexure-C Schedule of Rates (SOR) [1 Page, Page No. 1318]
4. Annexure-D Signed Integrity Pact Agreement (09 Pages, Page No. 1308 to 1316)
5. Annexure-E Bank details of M/s ACPL (1 Page, Page No. 1306)
6. Annexure-F Public Procurement (Preference To Make In India) Policy dated 16.09.2020 (2 Pages, Page No. 1303 to 1304)
7. Annexure-G Form I (Undertaking submitted by M/s ACPL) w.r.t. provisions for procurement from a bidder which shares a land border (1 Page, Page No. 1301)
8. Annexure-H Complete set of NIT Document No. PNMM/PC-183/E-4020/NCB dated 16.03.2023 alongwith subsequent Amendments (1300 Pages, Page No. 1 to 1300)

ANNEXURE – A

IN-GJ63165715374164V



INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty

Certificate No. IN-GJ63165715374164V

Certificate Issued Date 20-Oct-2023 12:38 PM

Account Reference IMPACC (AC) GJ13278811/ GANDHINAGAR01/GJ-GN

Unique Doc. Reference SUBIN-GJGJ1327881150262786783099V

Purchased by AIROIL FLAREGAS PRIVATE LIMITED

Description of Document Article 5 (H) Agreement (not otherwise provided for)

Description CONTRACT AGREEMENT

Consideration Price (Rs.) 0
(Zero)

First Party AIROIL FLAREGAS PRIVATE LIMITED

Second Party TALOCHER FERTILIZERS LIMITED

Stamp Duty Paid By AIROIL FLAREGAS PRIVATE LIMITED

Stamp Duty Amount (Rs.) 300
(Three Hundred only)



IN-GJ63165715374164V

ME 0018859035

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcstestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

001326

CONTRACT AGREEMENT

FOA No. TFL/NOIDA/C&P/FLARE SYSTEM/FOA-006/23-24 dated October 16, 2023

TFL's PAN No. AAFCT8667A

Contract Agreement for the work of Supply, Installation, Testing & Commissioning of Flare System on Package for Coal Gasification and Ammonia-Urea plant on package basis at TALCHER FERTILIZERS LIMITED, TALCHER, ODISHA, INDIA made on 20th Day of October Two Thousand Twenty Three, between M/s. Airoil Flaregas Private Limited, having its registered office at Survey Nos. 788 & 793, Opposite Torrent Laboratories, Kalol-Mehsana Highway, Taluka-Kadi, District – Mehsana, Indrad -382715, Gujarat, India, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and TALCHER FERTILIZERS LIMITED hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

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



Page | 1

301325

AND WHEREAS

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

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

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

AND

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

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession 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 WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason.



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

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

Signed and Delivered for and on behalf of EMPLOYER

Signed and Delivered for and on behalf of the CONTRACTOR

Deogam



SURA DEOGAM, DM (C&P)
TALCHER FERTILIZERS LIMITED

M.K. Dwivedi



M.K. DWIVEDI, PRESIDENT (OPERATIONS)
AIROIL FLARE GAS PRIVATE LIMITED

Date: 20/10/2023

Date: 20-10-2023

Place: _____

Place: Indrad

IN PRESENCE OF TWO WITNESSES

1. *Vivek Anshu*
Vivek Anshu
SM (C&P) TFL
2. *Ujjwalchandra B. Bhaskar*
Ujjwalchandra B. Bhaskar
Sr. Manager (Safety)

1. *Ketan Purohit*
Ketan Purohit
2. *Jack Kakadiya*
Jack Kakadiya

ANNEXURE – B

JG1322

FAX OF ACCEPTANCE (FOA)

FOA No. TFL/NOIDA/C&P/FLARE SYSTEM/FOA-006/23-24

October 16, 2023

TO : M/S AIROIL FLARE GAS PRIVATE LIMITED
ATTN. : MR. M. K. DIWEDI
MOB. NO. : 09726428756 / 09726428759
E-MAIL : info@afgcombustion.com / mdiwedi@afgcombustion.com
FROM : MR. MANNA PAUL, DGM (C&P)

1. PLEASE REFER TO (A) TENDER NO. PNMM/PC-183/E-4020/NCB DATED 16.03.2023 [E-TENDER ID: 2023_PDIL_745545_1] FLOATED BY PDIL (ON BEHALF OF TFL) FOR "SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FLARE SYSTEM FOR COAL GASIFICATION AND AMMONIA-UREA PLANT ON PACKAGE BASIS AT TALCHER FERTILIZERS LIMITED, TALCHER, ODISHA" AND ITS SUBSEQUENT AMENDMENTS (B) YOUR OFFER NO. Q01481 DATED 08.05.2023 [E-BID NO. 2575830] AND (C) ALL SUBSEQUENT CORRESPONDENCES THEREOF.
2. BASED ON ABOVE, WE ARE PLEASED TO ISSUE THIS "FAX OF ACCEPTANCE (FOA)" AT A TOTAL LSTK PRICE / TOTAL CONTRACT PRICE OF INR 115,00,00,000/- (INDIAN RUPEES ONE HUNDRED FIFTEEN CRORES ONLY), EXCLUSIVE OF GST AND INR 135,70,00,000/- (INDIAN RUPEES ONE HUNDRED THIRTY FIVE CRORES SEVENTY LAKHS ONLY) INCLUSIVE OF GST, PRESENTLY @18%.
3. **COMPLETION PERIOD:** COMPLETION PERIOD FOR THE ENTIRE PACKAGE SHALL BE 16 (SIXTEEN) MONTHS RECKONED FROM DATE OF ISSUANCE OF THIS FAX OF ACCEPTANCE (FOA).
4. **CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD):** YOU ARE REQUIRED TO SUBMIT CONTRACT PERFORMANCE SECURITY (CPS) WITHIN 30 DAYS FROM THE DATE OF ISSUANCE OF THIS FOA, FOR 3% (THREE PERCENT) OF TOTAL CONTRACT VALUE (EXCLUDING GST) IN LINE WITH CLAUSE NO. 38.0 OF ITB (INSTRUCTION TO BIDDERS) OF TENDER DOCUMENT AND AMENDMENTS THEREOF, IF ANY.
5. **CONTRACT AGREEMENT:** YOU ARE REQUIRED TO SUBMIT CONTRACT AGREEMENT WITHIN 15 DAYS FROM THE DATE OF ISSUANCE OF THIS FOA, ON NON-JUDICIAL STAMP PAPER IN LINE WITH CLAUSE NO. 37.0 OF ITB (INSTRUCTION TO BIDDERS) OF TENDER DOCUMENT AND AMENDMENTS THEREOF, IF ANY.



Project Office: GAIL Training Institute, 3rd Floor, PARC Building, Plot No. 24, Sector-16A, NoIDA-201301
Registered Office: Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar - 751014.

001321

6. **INTEGRITY PACT:** THIS CONTRACT SHALL BE GOVERNED BY INTEGRITY PACT (FORM F-14) SIGNED BETWEEN M/S AIROIL FLAREGAS PRIVATE LIMITED AND M/S TALCHER FERTILIZERS LIMITED.
7. **PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY:** YOU HAVE GIVEN UNDERTAKING IN YOUR BID DOCUMENT THAT YOU ARE TO BE CONSIDERED AS A "LOCAL SUPPLIER" UNDER "PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017" BY VIRTUE OF MEETING THE MANDATORY MINIMUM LOCAL CONTENT REQUIREMENT OF 50% SPECIFIED IN THE SAID POLICY. ACCORDINGLY, THE PROVISIONS OF THE SAID POLICY DATED 16.09.2020 AS ATTACHED WITH THE TENDER DOCUMENT SHALL BE APPLICABLE FOR THIS CONTRACT.

ALL OTHER TERMS AND CONDITIONS SHALL BE AS PER TENDER NO. PNMM/PC-183/E-4020/NCB DATED 16.03.2023 [E-TENDER ID: 2023_PDIL_745545_1] AND ALL AMENDMENTS ISSUED THEREOF AGAINST THE TENDER. A "DETAILED LETTER OF ACCEPTANCE (DLOA)" SHALL FOLLOW.

YOU ARE REQUESTED TO ACKNOWLEDGE RECEIPT OF THIS FOA.

FOR TALCHER FERTILIZERS LIMITED


(MANNA PAUL)
DGM (C&P)

ANNEXURE – C

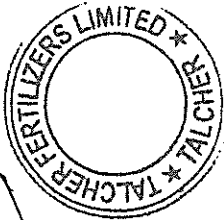
001319

ANNEXURE 'C' TO DLOA NO. TFL/TAL/C&P/FLARE SYSTEM/LOA-028/23-24 dated 16.03.2024

SCHEDULE OF RATES (SOR)

SL. NO.	DESCRIPTION	TOTAL LSTK PRICE / TOTAL CONTRACT PRICE EXCLUDING GST	GST RATE APPLICABLE (AS ON DATE OF DLOA) (%)	TOTAL GST AMOUNT (AS ON DATE OF DLOA) (INR)	TOTAL LSTK PRICE / TOTAL CONTRACT PRICE INCLUDING PREVAILING GST AS ON DATE OF DLOA (INR)	TOTAL LSTK PRICE / TOTAL CONTRACT PRICE INCLUDING PREVAILING GST AS ON DATE OF DLOA (IN WORDS)
1.0	TOTAL LSTK PRICE / TOTAL CONTRACT PRICE AS PER SCOPE, TERMS AND CONDITIONS OF NIT NO. PNMM/PC-183/E-4020/NCB DATED 16.03.2023 AND ALL ASSOCIATED AMENDMENT(S) ISSUED AGAINST THE NIT.	115,00,00,000/-	18%	20,70,00,000/-	135,70,00,000/-	Indian Rupees One Hundred Thirty Five Crores Seventy Lakhs only

[Handwritten Signature]



ANNEXURE – D

081317

INTEGRITY PACT

INTRODUCTION:

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

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

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



ANNEXURE-1

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

I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

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

II VIOLATIONS & CONSEQUENCES:

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



INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Shri Sanjeev Prasad Narain Singh (Email ID: spns108@gmail.com)
- ii) Shri Anil Kumar Sharma (Email ID: aksharna1512@gmail.com)

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



INTEGRITY PACT

(To be executed on plain paper)

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

AND

AIROIL FLARE GAS PRIVATE LTD.
(here-in-after referred to as "The Bidder/
Contractor").

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

PREAMBLE

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

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

Section 1 – Commitments of the Principal

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



(*) - TENDER NO. PNMM/PC-183/E-4020/NCB DATED 16.03.2023

SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF FLARE SYSTEM
ON PACKAGE BASIS AT TALCHER FERTILIZERS LIMITED AT TALCHER, ODISHA

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

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

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



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

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

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

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

Section 4 – Compensation for Damages

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

Section 5 – Previous transgression

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



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

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

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

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

Section 8 –Independent External Monitor / Monitors

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



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

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

Section 9 – Pact Duration

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

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

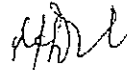
Section 10 – Miscellaneous provisions

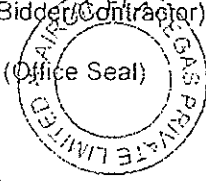


1. This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
3. If the Contractor/Bidder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



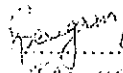
 MANNA PAUL
 (For & on Behalf of Principal)
 (Office Seal)



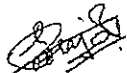
 (For & on Behalf of Bidder/Contractor)
 (Office Seal)


Place INDRAD
 Date 05.05.2023

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

 [LURA DEOJANI, DMS (J.P.)]
 TALUKA...
 PLOT NO. 24, SECTOR-16A, NOKHA, U.P. - 201301

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

 [SOORAJ SV, PROPOSAL ENGG.]
 AIR OIL FLARE GAS PRIVATE LIMITED
 INDRAD, GUJARAT, INDIA

ANNEXURE – E



Airoil Flaregas Private Limited

204, Sumer Kendra, Pandurang Budhkar Marg, Worli, Mumbai - 400 018, INDIA
T: +91 22 24965031 E: corphq@hs.co.in GST: 27AACCA2737M1ZJ

F-13

E-Banking Mandate Form

- | | |
|---|--|
| 1) Vendor / Customer name | AIROIL FLAREGAS PVT. LTD. |
| 2) Vendor / Customer code | |
| 3) Vendor / Customer address | 1) Registered office / works
Survey No. 788 & 793, Opp. Torrent Laboratories,
Kalol Mehsana Highway, Village Indrad,
Taluka - Kadi Dist. Mehsana - 382 715
2) Corporate office
204, Sumer Kendra, Pandurang Budhkar Marg,
Worli, Mumbai - 400 018. |
| 4) Vendor / Customer e-mail id | : corphq@hs.co.in; msanghavi@hs.co.in;
mkwivedi@afgcombustion.com |
| 5) Particulars of Bank account | |
| a) Name of the Bank | Canara Bank |
| b) Name Of The Branch | Specialised Mid Corporate Branch |
| c) Branch Code | 6643 |
| d) Address | Canara Bank Building, B Wing
1 st Floor C-14, G- Block
Bandra Kurla Complex, Bandra (East)
Mumbai -400 051 |
| f) Telephone No. | 022-26728225 / 26728226 |
| g) Type of account (current / saving etc) | CC HYPO ACCOUNT |
| h) Account Number | 0113261005163 |
| i) RGTS / IFSC Code of the bank branch | CNRB0006643 |
| j) NEFT IFSC Code of the bank branch | CNRB0006643 |
| k) 9-Digit MICR code | 400015189 |

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

For Airoil Flaregas Pvt. Ltd.


Mitesh M. Sanghavi
Director

Bank Certificate

We certify that Airoil Flaregas Pvt. Ltd. has a Account No. 0113261005163 with us and we confirm that the details given above are correct as per our records.

FOR CANARA BANK
FOR CANARA BANK

Date: 11.04.2023
Place: Mumbai



Since 1950

Registered Office & Works : Survey Nos. 788 & 793, Opp. Torrent Laboratories, Kalol - Mehsana Highway, Indrad - 382715 Tal. Kadi Dist. Mehsana (Gujarat) E: corphq@hs.co.in T: +91 22 24965031 www.airoilflaregas.com GST: 27AACCA2737M1ZJ PAN: AAACCA2737M1ZJ CIN: U24196GJ1984PTC006875 LUAN: GJ146000494