



**तालचेर फर्टिलाइजर्स लिमिटेड**  
**TALCHER FERTILIZERS LIMITED (TFL)**

**OPEN DOMESTIC TENDER THROUGH GEM  
(GOVERNMENT E-MARKETPLACE) PORTAL**

**TENDER DOCUMENT FOR HIRING OF SERVICE  
PROVIDER FOR ANNUAL MAINTENANCE CONTRACT  
(AMC) OF ELECTRICAL MISCELLANEOUS JOB AT  
TFL, TALCHER**

(TENDER NO: TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025)

EMD/BID SECURITY/BID BOND	:	APPLICABLE (INR 33,300/-)
PRE-BID MEETING	:	31.01.2025 at 15:00 Hrs. (IST)
DUE DATE & TIME FOR BID SUBMISSION	:	15.02.2025 at 17:00 Hrs. (IST)
DUE DATE & TIME FOR UNPRICED BID OPENING	:	15.02.2025 at 17:30 Hrs. (IST)

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

**ATTENTION**

**THIS IS AN ELECTRONIC TENDER**

For Participation in this tender please visit [gem.gov.in](http://gem.gov.in)

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# **SECTION-I**

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

**SECTION-I**

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

Ref No: TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD

Date: 25.01.2025

To,

**PROSPECTIVE BIDDERS**

**SUB: TENDER DOCUMENT FOR "HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF ELECTRICAL MISCELLANEOUS JOB AT 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 its 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 through Government e-Marketplace (GeM) portal [[gem.gov.in](http://gem.gov.in)], in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

<b>(A)</b>	NAME OF JOB / BRIEF SCOPE OF WORK / SERVICE	HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER				
<b>(B)</b>	TENDER NO. & DATE	TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025  GEM BID NO. GEM/2025/B/5867556				
<b>(C)</b>	COMPLETION / CONTRACT PERIOD	Shall be as per Clause No. C of Special Conditions of Contract (Section-V) of Tender Document				
<b>(D)</b>	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	<table border="1" style="margin-left: auto; margin-right: auto;"><tr><td>APPLICABLE</td><td style="text-align: center;">✓</td></tr><tr><td>NOT APPLICABLE</td><td style="text-align: center;">✗</td></tr></table> Amount: INR 33,300/- (Refer Clause No. 16 of ITB)	APPLICABLE	✓	NOT APPLICABLE	✗
APPLICABLE	✓					
NOT APPLICABLE	✗					
<b>(D.1)</b>	DECLARATION FOR BID SECURITY	Bidders who are allowed for exemption as per Clause No. 16.8 are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A				

(E)	DATE & TIME OF PRE-BID MEETING	<b>Friday, 31 December - 15:00 – 16:00</b> <b>Google Meet joining info</b> <b>Video call link:</b> <a href="https://meet.google.com/ubk-trvk-ueq">https://meet.google.com/ubk-trvk-ueq</a>
(F)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Mr. Sura Deogam Designation: Dy. Manager (C&P) Mobile No.: 7722036780 e-mail : <a href="mailto:sdeogam@tflonline.co.in">sdeogam@tflonline.co.in</a>

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 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 GeM Portal ([gem.gov.in](http://gem.gov.in)). Further, the following documents in addition to uploading the bid on GeM portal 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-III 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 (if applicable) / Declaration for Bid Security***
- ii) Power of Attorney***
- iii) Letter of Credit (if applicable)***

**The 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.**

- 5.0 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 GeM portal 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.
- 6.0 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 GeM portal 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.

- 7.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM portal only. Bidders are requested to visit the GeM portal regularly to keep themselves updated.
- 8.0 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.

- 9.0 Bidders are required to update their GST registration details on GeM 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 the their bid irrespective of the status/evaluation on GeM portal. TFL's decision in this regard shall be final.
- 10.0 As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal.
- 11.0 Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal.

This is not an Order.

For & on behalf of

Talcher Fertilizers Limited

*S Deogam*



(Authorized Signatory)

Name : Sura Deogam

Designation : Dy. Manager (C&P)

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

Contact No. : 7722036780

**DO NOT OPEN - THIS IS A QUOTATION**

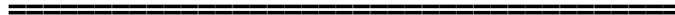
**Tender Document No. : TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED  
25.01.2025**

**Description : HIRING OF SERVICE PROVIDER FOR ANNUAL  
MAINTENANCE CONTRACT (AMC) OF ELECTRICAL  
MISCELLANEOUS JOB AT TFL, TALCHER**

**Due Date : 15.02.2025**

<b>From:</b> ..... ..... ..... .....	<b>To:</b> Dy. Manager (C&P) Talcher Fertilizers Limited (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist. Angul, Pin-759106, Odisha
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**[To be pasted on the envelope containing Physical Document i.e. Power of Attorney,  
Declaration for Bid Security / EMD & Letter of Credit (if applicable)]**



## **SECTION-II**

# **BID EVALUATION** **CRITERIA (BEC) &** **EVALUATION** **METHODOLOGY**

## SECTION-II

### BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY

#### **1.0 Technical Bid Evaluation Criteria (BEC):**

**1.1** Bidder shall have experience of having successfully completed at least three order / contract each of value not less than **INR 3.92 Lakhs (including taxes)** for “Similar job” in previous seven (7) years prior to the scheduled last date of bid submission.

OR

Bidder shall have experience of having successfully completed at least two order / contract each of value not less than **INR 4.91 Lakhs (including taxes)** for “Similar job” in previous seven (7) years prior to the scheduled last date of bid submission.

OR

Bidder shall have experience of having successfully completed at least one order/ contract of value not less than **INR. 7.85 Lakhs (including taxes)** for “Similar job” in previous seven (7) years prior to the scheduled last date of bid submission.

“Similar job” shall mean the following –

**“Repair, Maintenance & Operation of Electrical works”**

#### **Note for 1.1:**

- a. Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. 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 to meet BEC.
- b. In case bidder has executed and completed composite job which includes any of the qualifying job(s) stated above i.e. (Sr. No. 1.1), then value of such qualifying job out of the total value of composite job shall be considered for the purpose of qualification.
- c. In case of running contracts which meet BEC, if the contract value executed till one day prior to the due date of submission is equal to or more than minimum prescribed value as mentioned in Technical BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / execution certificate to this effect issued by end user / owner/ or their consultant who has been authorized by them to issue such certificates.
- d. If a Bidder has executed “Similar job” 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.
- e. In case more than one contract/order/agreement/DLOA are emanating against same tender, these contracts are to be considered as single contract for evaluation of credentials of a bidder for meeting their experience criteria.

- 1.2 Bidder must have valid “Medium Voltage (MV)” class or higher class electrical license issued by Authorized electricity license issuing authority.
- 1.3 The bidder must have PF (Provident Fund) Registration & ESIC (Employee’s State Insurance Corporation) Registration [Location for works to be rendered is “Talcher” which falls under the ESI implemented area].

**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.

**b) BEC (Financial)**

Not Applicable

**c)** 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** 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. Any new document submitted against representation option provided on GeM portal shall also be not considered for re-valuation of bid.

Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents.

**5.0 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) 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.	Professional & Commercial Services	Business Support Services
2.	Human Resources	Talent Management

## 6.0 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

### (i) Technical BEC

(a) 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 execution certificate/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 / executed value
- Actual date of successful completion of services. (For rate contracts, if contract has not been fully completed, a certificate from client certifying the executed value of contract as on date will suffice)

In cases where bidder has executed the job 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.

(b) To meet Sr. No. 1.2 above, Bidder must submit copy of valid Medium Voltage (MV) class or higher class electrical contractor license issued by Authorized electricity license issuing authority.

(c) To meet Sr. No. 1.3 above, Bidder must submit copy of PF Registration Certificate & ESIC Registration Certificate.

## 7.0 AUTHENTICATION OF DOCUMENTS SUBMITTED AGAINST BEC:

### (i) Technical BEC

**Not Applicable.**

(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.

8.0 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.

## 9.0 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]

**10.0 EVALUATION METHODOLOGY**

The subject service is indivisible and same shall be awarded to single successful overall lowest bidder unless stated otherwise elsewhere in the tender document. Hence, evaluation of bids shall be done on overall L-1 basis considering all applicable taxes & duties including GST as under:

- a. Total quoted price as per SOR (Schedule of Rates) inclusive of all taxes & duties including GST. (Summation of all the SOR Items including GST).
- b. Bidders are required to update their GST registration details on GeM 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 the their bid irrespective of the status/evaluation on GeM portal. TFL's decision in this regard shall be final.
- c. In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during evaluation of bid (if applicable as per Govt. Act/Law in vogue).
- d. Tie-breaker methodology available on GeM portal will be followed.

- e. The following Purchase Preference Policy will be applicable as per provisions mentioned in tender:
- i) Micro & Small Enterprises (MSEs)
  - ii) Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017

## **SECTION-III**

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

**SECTION-III**  
**INSTRUCTION TO BIDDERS**

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**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/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2 ELIGIBLE BIDDERS**

- 2.1 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).
- 2.2 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.

**Bidders marked "Suspended" on GeM (but eligible as per TFL's Tender Document) will be evaluated as per terms & conditions of the Tender Document.**

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.

- 2.3 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.

**2.4** 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.

**2.5** 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.

**2.6** 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.

**2.7 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.

**2.8** 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-VI : Schedule of Rates (SOR)

GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

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

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

\*\*\*General Conditions of Contract (GCC) – Services is attached in Section-IV.

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 GeM 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 GeM 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 GeM portal website. Bidders have to take into account all such corrigendum before submitting their Bid.
- 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.

## **ICI – 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 GeM Portal (<https://gem.gov.in>). All pages of the Bid must be digitally signed / manually signed by the "Authorized signatory" of the Bidder holding Power of Attorney.

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Agreed Terms and Conditions', as per 'Form F-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) 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 including MSEs bidder irrespective of seeking purchase preference or not**).
- (i) Undertaking as per Form F-17 by MSE bidders and Bidders seeking preference under Public Procurement (Preference to Make in India), if applicable.
- (j) Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form F-16A & 16B (if applicable)'
- (k) **Other Forms and Formats including Annexures [i.e. Form F-7, F-8(A), F-8(B), F-10, F-15]**
- (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 prices 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 Price Bid / Financial Bid / Schedule of Rates (SOR)**

- i) The Prices are to be submitted strictly as per the Price Bid / Schedule of Rate (SOR) GeM portal. 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.
- vi) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other

bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

***Further, Bidders must submit the original "EMD, Power of Attorney & 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. The prices quoted by the Bidders will be inclusive of all taxes & duties including **GST (CGST & SGST/UTGST or IGST)**.

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

- 12.2** 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 be deemed to be inclusive of cost incurred for such activity.
- 12.3** All duties, taxes and other levies [if any] payable by the Bidder under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 12.4** Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract period (or any extension thereof) and will not be subject to variation on any account, unless any price escalation / variation is allowed elsewhere in the Tender Document.

### **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 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice / Invoice / Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

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

- 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 Service Provider has not remitted the amount towards GST (CGST & SGST / UTGST or IGST) collected from TFL to the government exchequer, then, that Contractor shall be put under Holiday list of TFL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.
- 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 Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

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

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. 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 Service Provider.

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

If input Tax credit is not available to TFL for any reason not attributable to TFL, then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct/ setoff/ recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, against any amounts paid or becomes payable by TFL in future to the Service Provider under this contract or under any other contract.

### 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 Service Provider 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 Service Provider and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by OWNER.

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

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

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

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

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

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

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

Therefore, all the payments to such supplier / service provider / contractor/ consultant who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by Supplier of Goods / Services with requisite details.

If input tax credit is not available to TFL for any reason attributable to supplier / service provider / contractor/ consultant (both for E-invoicing cases and non-E-invoicing cases), then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such

GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the supplier / service provider / contractor/ consultant under this contract or under any other contract.

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

13.15 **New Taxes & Duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the date of expiry of Contract Period, shall be reimbursed to the Service Provider on submission of copy of notification(s) issued from State / Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.

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

#### 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 GeM 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 GeM portal. The request and the responses thereto shall be made in writing or by email (outside GeM, 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**' as per format F-23 / '**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 (preferably) or format available in GeM portal**. 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 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.

- 16.3** Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by TFL as non-responsive.
- 16.4** Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5** 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.
- 16.6** 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.
- 16.7** 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.
- 16.8** MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

In addition to above, following categories of Sellers/Service Providers are also exempted from furnishing Earnest Money / Bid Bond :

- (i) KVIC, ACASH, WDO, Coir Board, TRIFED and Kendriya Bhandar.
- (ii) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the Primary Product / Primary Service for which Bid / RA has been invited.
- (iii) Sellers/ Service Provider having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s).
- (iv) Sellers / Service Providers holding BIS License for the Primary Product Category whose credentials are validated through BIS database and through uploaded supporting documents.
- (v) Seller / Service Provider registered with designated Agency / Authority as specified in the bid document by the Buyer – such bidder shall have to upload

scanned copy of relevant registration document in place of Bid Security document while bidding.

**Bidders are required to submit relevant document for exemption from furnishing Earnest Money / Bid Bond.**

**16.9** In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. 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 bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.

**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 as per Clause no. 16.8 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 GeM portal. 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.

## 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) Firm Price
- (b) Earnest Money Deposit / Bid Security / Bid Security Declaration, as applicable
- (c) Scope of Work / Service
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Contract Period / Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Guarantee / Defect Liability Period
- (j) Arbitration / Resolution of Dispute / Jurisdiction of Court
- (k) Force Majeure & Applicable Laws
- (l) Integrity Pact, if applicable
- (m) Bidder not submitting Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form F-16A & 16B'
- (n) Bidder having minimum Local Content equal to or less than 20%
- (o) 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 Service Providers 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 GeM portal. 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 GeM portal not later than the date and time specified in the tender documents.
- 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 GeM portal / communicated to the bidders.

### **23 LATE BIDS**

- 23.1 GeM portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter. Where the EMD/physical documents has been received but the bid is not submitted by the bidder in the GeM portal, such EMD/ physical documents shall be returned immediately.
- 23.2 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.

## **[E] – 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 or Bidders or any obligations to inform the affected Bidder or Bidders of the ground for TFL's action.
- 25.2** In GeM, there is provision for representation against disqualification of bidder within the specified period after disqualifying the bidder against GeM Bid. Disqualified bidders should not upload new/additional documents against representation on GeM as the same shall not be evaluated.

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 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).

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

**26.3** As tender is processed on GeM portal, public opening of bids is not applicable.

## **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 bidding documents on lowest bid.

Refer BDS for tie-breaker criteria.

**33 COMPENSATION FOR EXTENDED STAY**

**NOT APPLICABLE.**

**34 PURCHASE PREFERENCE**

Purchase preference to Micro & Small Enterprises (MSEs), Domestically Manufactured Electronic Products / Telecom Products or Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 etc. shall be allowed as per Government instructions in vogue, as applicable from time to time.

**As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in the their bid irrespective of selection/option made on GeM portal.**

**Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GeM 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/option made on GeM portal.**

The Public Procurement (Preference to Make in India) Policy is enclosed as Annexure-II to ITB 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. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed GeM Contract / Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. TFL may choose to issue Notification of Award in form of detailed GeM Contract / Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed GeM Contract / Letter of Acceptance only.
- 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.

**36.6 Payment to suppliers / service providers shall be made outside GeM portal. Thus, break-up of quoted prices (such as Ex-works price, freight charges & GST) shall be provided by bidders post price bid opening, based on request from TFL.**

**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, there shall be no Contract Performance security / PBG requirement for contracts:

- a) Placed under Direct Purchase / L-1 Purchase Option under Para (i) and (ii) of GFR rule 149;
- b) ~~Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Goods contracts); and~~
- c) Placed through Bids / RA with estimated bid value up to Rs 5 Lakh (in case of Services contracts)

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

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

**38.3** The Service Provider shall submit CPS (in the form of Bank Guarantee) as per Form F-4 of Tender Document only but not as per format of GeM. 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 Service Provider 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 17<sup>th</sup> July 2012. The successful bidder can submit CPS online through issuing bank to GAIL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by GAIL.
- 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. \_\_\_\_\_ (service provider to specify the FOA/DLOA No.)**" under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance / Notification of Award."

- 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 Service Provider 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 Service Provider.
- 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. 30<sup>th</sup> 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 31<sup>st</sup> 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 Appendix-1 of General Conditions of Contract- Services.

39.2 The Fraud Prevention Policy document is available on TFL’s website ([www.tflonline.co.in](http://www.tflonline.co.in))

39.3 Name and contact details of nodal officer are mentioned in BDS.

### **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 Service Provider/Bidders indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in TFL’s “Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices”, the service provider/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by TFL, to such Service Providers/Bidders.

The Service Provider/ Bidder understands and agrees that in such cases where Service Provider/ Bidder has been banned (in terms of aforesaid procedure) from the date of issuance of such order by TFL, such decision of TFL shall be final and binding on such Service Provider/ Bidder and the ‘Arbitration clause’ in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

#### **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-splitable 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 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

- b) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- c) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- d) In case of private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

The MSE(s) owned by Women shall mean:-

- a) In case of proprietary MSE, Proprietor(s) shall be Women.
- b) In case of partnership MSE, the Women partners shall be holding atleast 51% share in the unit
- c) In case of private Limited Companies, at least 51% share is held by Women. If the MSE is owned by Women Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.

40.3 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 GeM 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.

- 40.4 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.40.3 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.
- 40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.6 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.

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

#### **41 AHR ITEMS**

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 Service Provider/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 service provider'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 service provider's supervision profit, overhead & other expenses.

#### **42 VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated at Appendix-2 of General Conditions of Contract- Services.

#### **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 file their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

(I) Twice the rate mentioned in relevant TDS section.

(II) Twice the rate or rates in force

(III) 5%

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

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

**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:
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
  - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
  - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the Contract.
- 2.7 Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

### **3.0 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, service providers, 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, Prior turnover and prior experience shall 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 and submission of document specified in Section -II. Further, the Startups are exempted from submission of EMDs (if applicable).

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

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

In case any financial implication arises on TFL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of service provider. TFL shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) together with penalties and interest, if any, against any amounts paid or becomes payable by TFL in future to the service provider under this contract or under any other contract.

**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-Services/SCC.

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

**54 ORDER TRANSMITTAL SYSTEM:**

**NOT APPLICABLE**

**55 ASSIGNMENT/SUBLET**

The following is added to the Clause no. 2.23 of General Conditions of Contract (GCC)-Services:

- (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.

**DELETED**

**FORM – I****Salient Points of Public Procurement (Preference to Make in India) Policy**

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

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

To,  
M/s Talcher Fertilizers Limited

**SUB:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC)  
OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER

**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

Dear Sir,

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:

**Note:**

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

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

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

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

.....Contd. p/2

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

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

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

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

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

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

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

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

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

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

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

.....Contd. p/3

### 3A. Purchase Preference

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

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders -**

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

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

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

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

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

**d. Reciprocity Clause**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

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

**11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

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

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

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

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

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor

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

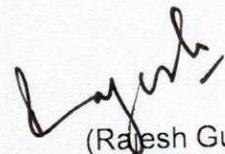
**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

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

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

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



(Rajesh Gupta)  
Director

Tel: 23063211

[rajesh.gupta66@gov.in](mailto:rajesh.gupta66@gov.in)

## 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: HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER						
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE						
B. TENDER DOCUMENT							
ITB clause	Description						
8.1	For <b>clarification purposes</b> only, the communication address is:  Sh. Sura Deogam, Dy. Manager (C&P), Talcher Fertilizers Limited, Administrative Building Talcher, Post: Vikrampur, Dist: Angul, Pincode: 759106 Odisha. Email: sdeogam@tflonline.co.in Mobile No. 07722036780						
C. PREPARATION OF BIDS							
ITB clause	Description						
12 & 13	<p>Details of Buyers:</p> <table border="1"> <tr> <td>Services to be rendered at</td> <td>Talcher Fertilizers Limited Administrative Building Talcher, Post: Vikrampur, Dist: Angul, Pincode: 759106 Odisha.</td> </tr> <tr> <td>PAN No.</td> <td>AAFCT8667A</td> </tr> <tr> <td>GST no.</td> <td>21AAFCT8667A1ZH</td> </tr> </table>	Services to be rendered at	Talcher Fertilizers Limited Administrative Building Talcher, Post: Vikrampur, Dist: Angul, Pincode: 759106 Odisha.	PAN No.	AAFCT8667A	GST no.	21AAFCT8667A1ZH
Services to be rendered at	Talcher Fertilizers Limited Administrative Building Talcher, Post: Vikrampur, Dist: Angul, Pincode: 759106 Odisha.						
PAN No.	AAFCT8667A						
GST no.	21AAFCT8667A1ZH						
14	The currency of the Bid shall be INR						
16.1, 16.10 & 38.7	<p>In case “<b>Earnest Money Deposit / Bid Security</b>” or “<b>Contract Performance Security</b>” is in the form of '<b>Demand Draft</b>' or '<b>Banker's Cheque</b>', the same should be favor of <b>TFL</b>, payable at <b>New Delhi</b></p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS etc, the details of TFL’s Bank account are as under:</p> <p>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</p> <p>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</p>						

	Account.
<b>D. SUBMISSION AND OPENING OF BIDS</b>	
<b>ITB clause</b>	<b>Description</b>
<b>4.0 of IFB</b>	<p><b>For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is :</b></p> <p>Talcher Fertilizers Limited, Talcher Fertilizers Limited, Administrative Building Talcher, Post: Vikrampur, Dist: Angul, Pincode: 759106 Odisha.</p>
<b>E. EVALUATION AND COMPARISON</b>	
<b>ITB clause</b>	<b>Description</b>
<b>32</b>	Tie-breaker methodology available on GeM portal will be followed.
<b>34</b>	<p>The following Purchase Preference Policy will be applicable as per provisions mentioned in tender:</p> <ul style="list-style-type: none"> <li>i. Public Procurement Policy for MSEs (Micro and Small Enterprises)</li> <li>ii. Policy to Provide Purchase Preference under Public Procurement (Preference to Make in India), Order 2017</li> </ul> <p>In case a bidder is eligible to seek benefit under Purchase Preference under Public Procurement Policy for MSEs (Micro Small Enterprises) Order 2012 [MSE Policy] as well as Purchase Preference under Public Procurement (Preference to Make in India) [PP-LC], then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy in the prescribed format. The option once exercised cannot be modified subsequently.</p> <p>Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.</p> <p>In case a MSEs bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP-2012. However, the exemptions from furnishing EMD shall continue to be available to MSE Bidders</p> <p>While for evaluating a particular bid that bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC or MSE Policy) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-</p> <ul style="list-style-type: none"> <li>(a) Purchase Preference under Public Procurement Policy for MSEs (Micro Small Enterprises) Order 2012</li> <li>(b) Purchase Preference under Public Procurement (Preference to Make in India)</li> </ul> <p><b>Example:</b></p> <ul style="list-style-type: none"> <li><b>I. Non divisible item</b></li> </ul>

	<p>L1 bidder is non MSE, Non Local supplier/ Class-II local supplier as per PPP-MII L2 bidder is Class-I Local supplier as per PPP-MII (prices within 20%) L3 bidder is MSE bidder (prices within 15%)</p> <p>MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PPP-MII).</p> <p>II. In case L1 bidder is a MSE bidder, the entire work shall be awarded to him / her without resorting to purchase preference to PP-LC bidders.</p> <p>III. In case L1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.</p>
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**F. AWARD OF CONTRACT**

ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: <b>Odisha / State where Bidder's Corporate or Registered Office is located.</b>				
38	<p>Contract Performance Security / Security Deposit:</p> <table border="1" data-bbox="448 450 1110 589"> <tr> <td>APPLICABLE</td> <td align="center">✓</td> </tr> <tr> <td>NOT APPLICABLE</td> <td align="center">✗</td> </tr> </table> <p><b>The value/ amount of Contract Performance Security (CPS) / Security Deposit (SD)</b></p> <p><b>CPS / SD @ 5% of Annualized Order / Contract value (excluding GST).</b></p> <p><b>OR</b></p> <p><b>Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value (excluding GST) within 30 days of issuance of FOA / notification of award and deduction @ 2.5% of the Running Account (RA) bill / invoice / e-invoice till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Annualized Order / Contract value (excluding GST).</b></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: <a href="mailto:nmohanrajan@tflonline.co.in">nmohanrajan@tflonline.co.in</a></p>				
40	<p>Whether tendered item is non-split able or not-divisible:</p> <table border="1" data-bbox="448 1294 1110 1433"> <tr> <td>YES</td> <td align="center">✓</td> </tr> <tr> <td>NO</td> <td align="center">✗</td> </tr> </table>	YES	✓	NO	✗
YES	✓				
NO	✗				
41	<p>Provision of AHR items:</p> <table border="1" data-bbox="448 1529 1110 1668"> <tr> <td>APPLICABLE</td> <td align="center">✓</td> </tr> <tr> <td>NOT APPLICABLE</td> <td align="center">✗</td> </tr> </table>	APPLICABLE	✓	NOT APPLICABLE	✗
APPLICABLE	✓				
NOT APPLICABLE	✗				
44.1	<p>Quarterly Closure of Contract:</p> <table border="1" data-bbox="448 1765 1110 1904"> <tr> <td>APPLICABLE</td> <td align="center">✗</td> </tr> <tr> <td>NOT APPLICABLE</td> <td align="center">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				

<b>49</b>	Applicability of provisions related to Startups : <table border="1" data-bbox="448 210 1110 349"> <tr> <td data-bbox="448 210 783 271">APPLICABLE</td> <td data-bbox="783 210 1110 271">✓</td> </tr> <tr> <td data-bbox="448 271 783 349">NOT APPLICABLE</td> <td data-bbox="783 271 1110 349">✗</td> </tr> </table>	APPLICABLE	✓	NOT APPLICABLE	✗
APPLICABLE	✓				
NOT APPLICABLE	✗				
<b>50</b>	Applicability of provisions relating to Order Transmittal System: <table border="1" data-bbox="448 448 1110 586"> <tr> <td data-bbox="448 448 783 508">APPLICABLE</td> <td data-bbox="783 448 1110 508">✗</td> </tr> <tr> <td data-bbox="448 508 783 586">NOT APPLICABLE</td> <td data-bbox="783 508 1110 586">✓</td> </tr> </table>	APPLICABLE	✗	NOT APPLICABLE	✓
APPLICABLE	✗				
NOT APPLICABLE	✓				

## **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
<b>F-10</b>	<b>DELETED</b>
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	UNDERTAKING FOR APPLICABILITY OF POLICY
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
<b>F-20</b>	<b>DELETED</b>
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

Form No.	Description
	PERFORMANCE SECURITY / SECURITY DEPOSIT"

**F-1**  
**BIDDER'S GENERAL INFORMATION**

To,  
M/s Talcher Fertilizers Limited

**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

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	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
14c	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB:Clause No. 40)
14 d	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:  
Date:

[Signature of Authorized Signatory of Bidder]  
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	<b>Bank Guarantee No.</b>	
	<b>Date of BG</b>	
	<b>BG Valid up to</b>	
	<b>Claim period up to (There should be three months gap between expiry date of BG &amp; Claim period)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**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: \_\_\_\_\_

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**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:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC)  
OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER

**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

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.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
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:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC)  
OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER

**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

**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'.

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

**[This format supersede the Format of GeM]**

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

**Dear Sir(s),**

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

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

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

1. We \_\_\_\_\_ 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 Service Provider up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor 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

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**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. Service Provider 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:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC)  
OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER

**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

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

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
2.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation / variation is allowed in the tender).	
3	Bidder confirms that they have quoted / included <b>GST (CGST &amp; SGST/ UTGST or IGST)</b> in Price bid.	
3.1	Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b>  If yes, Bidder confirms that they have quoted/included applicable GST (CGST & SGST/ UTGST or IGST) in Price Bid	Yes/ No  .....
3.2	Service Accounting Codes (SAC)/ Harmonized System of Nomenclature (HSN)	
3.3	Bidder hereby confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.10 of ITB (Anti Profiteering Clause).	
3.4	a. Whether bidder is liable to raise E-Invoice as per GST Act. b. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	a. _____ b. _____
3.5	Bidder confirms that GST registration details have been updated on GeM portal.	
3.6	Please indicate applicable GST Rate in % considered in quoted Price.	
4	Bidder confirms acceptance of relevant Payment Terms as specified in the Tender Document.	
5	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of GeM Contract 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	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION				
	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.	a) Bidder confirms acceptance of all terms and conditions of Tender Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.					
9.	Bidder confirms their offer is valid for period specified in GeM bid from Final/Extended bid due date of submission of bids.					
10.	Bidder furnishes EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/email-ID/Mob. no. [in case of BG] <b>OR</b> Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per clause no. 16.8 of Section-III]					
11.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of TFL <b>OR</b> (ii) the bidder is not a firm in which any Director (in Board of Director) of Owner/ TFL or their relative is not a partner.	<table border="1"> <tr> <td data-bbox="1038 931 1270 999">Confirmed</td> <td data-bbox="1270 931 1420 999"></td> </tr> <tr> <td data-bbox="1038 999 1270 1066">Not confirmed</td> <td data-bbox="1270 999 1420 1066"></td> </tr> </table>	Confirmed		Not confirmed	
Confirmed						
Not confirmed						
12.	All correspondence must be in ENGLISH language only.					
13.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.					
14.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.					
15.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.					
16.	If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable:  "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity.					

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>In particular, it is expressly understood &amp; agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
17.	<p>Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid</p>	
18.	<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>	
19.	<p>Bidder hereby confirms that they are not on 'Holiday' by TFL or any of the JV partners of Owner viz. GAIL, RCF, CIL, FCIL or banned by Government department / Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of TFL or any of the JV partners of Owner viz. GAIL, RCF, CIL, FCIL.</p> <p>Bidder also confirms that they are not under any 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</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>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>	
20.	<p>Bidder confirms that they have read and understood the General Conditions of Contract - Services enclosed at Section-IV &amp; no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Services.</p>	
21.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of TFL [available on TFL's website (<a href="http://www.tflonline.co.in">www.tflonline.co.in</a>)] 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>	
22.	<p>Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST &amp; SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.</p>	
23.	<p>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.</p>	
24	<p>In case of any variance in the terms and conditions between GeM Contract and Tender Document, the terms and conditions of Tender Document shall prevail.</p>	
25.	<p>Bidder confirms that as specified in tender that evaluation bids will be based on the confirmations &amp; documents submitted by bidders in their bid and methodology specified in Section II of tender document irrespective of the status/evaluation on GeM portal and TFL's decision in this regard shall be final.</p>	
26.	<p>As per GEM policy/guidelines, MSE bidders have to update their status in their Profile and declare whether they are participating as MSE on GeM Portal (including updating their status in Profile) while submitting the bid on GeM tender. Further, MSE are required to upload relevant documents in bid as per</p>	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	provision of tender. However, evaluation and applicability of EMD exemption and purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection/option made on GeM portal. <b>(Applicable only for MSE Bidders).</b>	
27.	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.	

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
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:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC)  
OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER  
**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

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:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER  
**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

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	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:

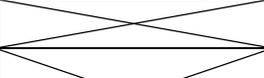
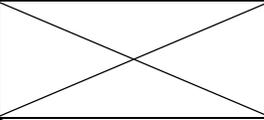
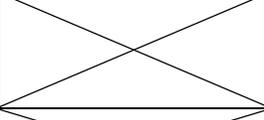
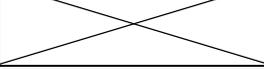
[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

**Note:** As per Clause No. 4.0 of Section-II, only documents (Work Order / DLOA/ FOA / GeM Contract, 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 / Bid Security / Declaration for Bid Security as per provisions of Tender		
iii	Signed & Stamped 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 by authorised person(s) holding POA		
3.0	Confirm that the price part is uploaded in GeM portal.		
4.0	Confirm that Undertaking as per Form F-17 has been submitted (applicable for MSE and Class I Local Supplier).		
5.0	Confirm that Undertaking as per Form-I & Form-II to Annexure-II to Section-III are submitted. (Applicable for all bidders including MSEs bidders)		
6.0	Confirm that Undertaking as per Form F-16A & F-16B (if applicable) have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
7.0	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
<b>Technical BEC</b>					
1.	<b>Experience</b>	<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 execution certificate/completion certificate issued by end user/owner clearly indicating as under –</p> <ul style="list-style-type: none"> <li>➤ Name &amp; Address of client issuing certificate,</li> <li>➤ 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.</li> <li>➤ Completed / executed value</li> <li>➤ Actual date of successful completion of services. (For rate contracts, if contract has not been fully completed, a certificate from client certifying the executed value of contract as on date will suffice)</li> </ul> <p>In cases where bidder has executed the job 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 project.</p>		Yes/No	
2	<b>Experience of bidder acquired as a</b>	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
	subcontractor				
3.	<b>Job executed for Subsidiary / Fellow subsidiary/ Holding company.</b>	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	
4.	<b>Other technical criteria in BEC</b>	To meet Sr. No. 1.2 above, Bidder must submit copy of valid Medium Voltage (MV) class or higher class electrical license issued by Authorized electricity license issuing authority.		Yes/No	
		To meet Sr. No. 1.3 above, Bidder must submit copy of PF Registration Certificate & ESIC Registration Certificate.		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:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT (AMC) OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER

**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

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 :** \_\_\_\_\_

**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:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT  
(AMC) OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER

**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

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)**

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

**F-14**

**FORMAT FOR CONTRACT AGREEMENT**

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

DLOA / FOA / GeM 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 Service Provider 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 Service Provider 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 Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider 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 Service Provider that the Employer will pay to the service provider 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 Service Provider 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 Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, 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 Service Provider that the Service Provider 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 Service Provider) and the Service Provider 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 Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider 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 Service Provider 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,  
Noida

**SUB:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT  
(AMC) OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER  
**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

**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,  
Noida

**SUB:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT  
(AMC) OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER  
**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

Dear Sir

We have read the Clause regarding Provisions for Procurement from a Bidder which shares a land border with India (i.e. Clause No. 9.0 of Section-II). Accordingly, we certify that bidder M/s \_\_\_\_\_ (**Name of Bidder**) is :

- (i) Not from such a country [       ]
- (ii) If from such a country, has been registered [       ]  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority shall be attached)

***(Bidder is to tick appropriate option (✓ or X) above).***

We hereby also certify that bidder M/s \_\_\_\_\_ (**Name of Bidder**) fulfills all requirements in this regard and is eligible to be considered against the tender.

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**F-16B**

**(NOT APPLICABLE FOR THIS TENDER)**

**UNDERTAKING ON LETTERHEAD**

***(Applicable in case of Transfer of Technology cases only)***

To,

M/s Talcher Fertilizers Limited  
Noida

**~~SUB: HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT  
(AMC) OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER~~**

**~~TENDER NO: TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025~~**

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder having Transfer of Technology (ToT) arrangement which shares a land border with India, we certify that, bidder M/s \_\_\_\_\_ **(Name of Bidder)** is :-

(i) \_\_\_\_\_ Does not have ToT with such a country \_\_\_\_\_ [ \_\_\_\_\_ ]

(ii) \_\_\_\_\_ If having ToT 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 (✓) above).***

We hereby certify that bidder M/s \_\_\_\_\_ **(Name of Bidder)** fulfills all requirements in this regard and is eligible to be considered against the tender.

Place: \_\_\_\_\_ [Signature of Authorized Signatory of Bidder]

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

\_\_\_\_\_ Designation:

\_\_\_\_\_ Seal:

**F-17**  
**UNDERTAKING FOR APPLICABILITY OF POLICY**

To,  
M/s Talcher Fertilizers Limited

---

**SUB:** HIRING OF SERVICE PROVIDER FOR ANNUAL MAINTENANCE CONTRACT  
(AMC) OF ELECTRICAL MISCELLANEOUS JOB AT TFL, TALCHER  
**TENDER NO:** TFL/TAL/C&P/MISC. ELECTRICAL/2025/SMD DATED 25.01.2025

Dear Sir,

We, M/s ..... **(Name of Bidder)** hereby confirm that following purchase preference to be considered:-

Description	Preference
Public Procurement (Preference To Make In India) Policy or	
Purchase Preference under Public Procurement Policy For MSEs (MICRO & SMALL ENTERPRISES) Order 2012	

**Note:**

- i. Please indicate your preference against only one policy.
- ii. The above preference shall be extended only after submission of requisite documents (as mentioned in the tender documents).
- iii. In case a bidder eligible to seek benefit under Public Procurement (Preference to Make in India) Policy as well as PPP for MSE 2012, than the bidder should categorically seek benefits against only one of the two policies i.e. either Public Procurement (Preference to make in India) Policy or MSE policy.
- iv. In case MSEs bidder opts for purchase Preference based on Public Procurement (Preference to Make in India) Policy, he shall not be entitle to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing EMD shall continue to be available to MSE Bidders.
- v. The option once exercised cannot be modified subsequently.
- vi. In case a MSE bidder is opting the PP-LC policy and emerges other than L1 bidder, then only Purchase Preference as per PPP-MSE policy is not applicable.

Place:  
Date:

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

**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  
Noida

SUB:  
DLOA / GeM CONTRACT NO.:

**Dear Sir,**

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

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

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

In case, same is applicable to us, we confirm that we will submit E-Invoice after complying with all the requirements of GST Laws. If the invoice issued without following this process, such invoice can-not be processed for payment by TFL as no ITC is allowed on such invoices. We also confirm that If input tax credit is not available to TFL for any reason attributable to Supplier/Contractor/Service Provider/ Consultant (both for E-invoicing cases and non-E-invoicing cases), then TFL shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier/Contractor/Service Provider/ Consultant under this contract or under any other contract.

Place: [Signature of Authorized Signatory of Bidder]  
Date: 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:  
Date:

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

**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	<b>Insurance Surety Bond (ISB) No.</b>	
	<b>Date of ISB</b>	
	<b>ISB Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**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 \_\_\_\_\_ having \_\_\_\_\_ our \_\_\_\_\_ Head \_\_\_\_\_ Bank \_\_\_\_\_ at \_\_\_\_\_ 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)

(OFFICIAL ADDRESS)

\_\_\_\_\_  
\_\_\_\_\_

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

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

**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	<b>Insurance Surety Bond No.</b>	
	<b>Date of ISB</b>	
	<b>ISB Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No. / e-Stamp Certificate No.</b>	

**Dear Sir(s),**

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

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

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

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

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

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

declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Insurer.
10. Notwithstanding anything contained herein:
  - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) ..... (currency in words only ) .....
  - b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ (this date 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

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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	<b>INSURANCE SURETY BOND NO</b>	:			
2	<b>VENDOR NAME</b>	:			
3	<b>INSURANCE SURETY BOND AMOUNT</b>	:			
4	<b>TENDER NO. / GeM CONTRACT NO. (WHICHEVER IS APPLICABLE)</b>	:			
5	<b>NATURE OF INSURANCE SURETY BOND</b> (Please Tick (√) Whichever is Applicable)	:			
			<table border="1"> <tr> <td align="center"><b>CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT</b></td> <td align="center"><b>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</b></td> </tr> </table>	<b>CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT</b>	<b>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</b>
<b>CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT</b>	<b>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</b>				
6	<b>INSURER DETAILS</b>				

		(A)	NAME OF THE CONTACT PERSON	
		(B)	EMAIL ID :	
		(C)	ADDRESS :	
		(D)	PHONE NO :	

# **SECTION-IV**

# **GENERAL CONDITIONS** **OF CONTRACT -** **SERVICES**

## **GENERAL CONDITONS OF CONTRACT - SERVICES**

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## **SECTION – I DEFINITIONS & INTERPRETATIONS**

### **1.1 Definition of Terms:**

In this Contract (as defined here-in-after), save where the context otherwise requires, the following words and expressions shall have the meanings respectively assigned to them:

"Approved" means approval in writing including subsequent written confirmation of previous verbal approval(s).

The "Bid /Tender/Offer" means the proposal along with required supporting documents submitted by the Bidder/Service Provider for consideration by the Employer.

The 'Bidder/Tenderer" means the person(s) / Firm / company /Corporation /Organization/entity, who participated in the Tender.

"Completion Certificate" means the certificate to be issued by the Engineer In-charge (EIC) when the Services have been completed entirely in accordance with Contract.

"Completion Date" means the date of actual completion of the services by the Service Provider as certified by the Employer.

"Contract" means an agreement between Employer and the Service Provider/Supplier for execution of the Service(s) as per Contract Documents and its subsequent amendment(s), if any in writing thereto.

"Contract Documents" means collectively the Tender Documents, Designs, Drawings, Scope of Services, Specifications, Schedule of Rates (SOR), Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.

"Day" means a calendar day of 24 hours from midnight to midnight irrespective of the number of hours serviced in that day.

"Demobilization" means removal of all equipment, machinery, manpower from the site after completion of the services with the due permission of EIC.

"Drawings" means and include all Engineering sketches, general arrangements/ layout drawings, sectional plans, all elevations, etc. related to the Contract together with modification and revision thereto.

The "Employer/Service Receiver/ Company/Owner" means Talcher Fertilizers Limited (TFL) having its Registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khorda, Bhubaneswar - 751014 and includes its successors, assigns and Site(s)/work center(s).

The "Engineer-In-Charge" (EIC) means the person designated from time to time by Employer and shall include those who are expressly authorized by him to act for and on his behalf for operation/execution of this Contract for Services.

“Equipment/Materials/Goods” means and include all equipment, machinery, stores, goods which are required under the Contract for satisfactory performance of Services by the Service Provider.

"Fax of Acceptance" means intimation regarding notification of award by the Employer to the successful Bidder/Service Provider through a Fax/ Letter conveying that the Tender/Bid/Offer has been accepted in accordance with the provisions contained therein.

“Guarantee/Warranty/ Defect Liability Period (DLP)” means the period and other conditions governing the warranty/guarantee/defect liability period of the services as provided in the Contract.

"Metric System": All technical documents are given in the metric system and all service should be carried out according to the metric system. All documents concerning the service shall also be maintained in the metric system.

“Mobilization” means stabilizing adequate infrastructure at designated Site comprising of Equipment, aids, tools, tackles, instruments, Goods & Materials, experienced manpower, supported with supervising personal in order to provide services as per the provision of Contract document.

“Negligence” means any act or failure to act (whether sole, joint or concurrent) by a person or an entity which was intended to cause, or which was reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, negligence shall not include any action taken in good faith for the safeguard of life or property.

The "Service(s)" means and include all services and activities/jobs to be performed by the Service Provider in pursuant to and in accordance with Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted services and approvals from any agency/third party & license(s)/permissions from statutory authorities (if any), as required for purpose of the Contract.

The "Service Provider" means Bidder/Tenderer whose tender has been accepted by the Employer and includes the Service Provider's legal representative(s), his successor(s) and permitted assign(s).

“Service Provider’s/ Bidder’s Representative” means such person(s) duly authorized by the Bidder/Service Provider in writing to the Employer as having authority to act for and on behalf the Bidder /Service Provider in matters affecting the Services and to provide the requisite services to Employer.

“Site” means the place(s) provided by the Employer where the Services are to be carried out/executed and any other place(s) as may be specifically designated in the Contract as forming part of the site.

“Specifications” means and include detailed description, statements to technical data, performance characteristics, and standards (Indian as well as International) as applicable and as specified in the Contract.

The "Sub-Service Provider" means any person / firm / Organization / company /entity (other than the Service Provider) and it's legal representatives, successors and permitted assigns named in the Contract as a Sub-Service Provider for a part of the Services or to whom a part of the Services has been sub-Contracted with the written prior consent of the Employer.

"Value of Contract" or "Total Contract Price" means the sum accepted or the sum calculated in accordance with the prices accepted in the Contract as payable to the Service Provider for the entire execution and full completion of the service, including Amendment(s) to Contract, if any.

"Week" means a period of any consecutive seven Days.

"Willful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or loss or damage of property.

"Working Day" means any Day which is not declared by the Employer to be holiday or off-day.

## **1.2 INTERPRETATIONS & PRIORITY OF CONTRACT DOCUMENTS**

1.2.1 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:

- i) The Contract Agreement
- ii) Detailed Letter of Acceptance along with its enclosures
- iii) Fax of Acceptance
- iv) Scope of Works/ Job Specifications (specific to particular job only, wherever provided)
- v) Drawings
- vi) Special Conditions of Contract (SCC)
- vii) Technical Specifications (wherever applicable)
- viii) Instructions to Bidders (ITB)
- ix) General Conditions of Contract (GCC)
- x) Other Documents

Works shown in the Drawing but not mentioned in the Specifications or described in the Specifications without being shown in the Drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the Drawings and described in the Specifications.

Any amendment/change order issued by Employer upon signing of formal Contract shall take precedence over respective clauses of the formal Contract and its annexures.

The higher priority interpretation shall be adopted only to the extent required to deal with an inconsistency. Specific term(s) agreed take priority over general statement(s) and terms in Contract Document created at a later date govern over terms in earlier

Contract Document. Subject to foregoing, the terms of the groups of documents set out above have equal importance within their group.

1.2.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation thereof the Contract.

1.2.3 Singular and Plural: In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.2.4 Gender: Where the context so requires, words imparting the masculine gender shall also include the feminine gender and the neuter gender and vice versa.

1.2.5 Severability: Should any provision of this Contract be found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provision(s)/clause(s) hereto and they shall remain binding on the parties hereto.

### 1.3 **SPECIAL CONDITIONS OF CONTRACT:**

1.3.1 Special Conditions of Contract consisting of scope of services, specification of Services & items etc. shall be read in conjunction with the General Conditions of Contract, and any other documents forming part of this Contract wherever the context so requires.

1.3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each section/volume shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

1.3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

1.3.4 Wherever it is mentioned in the Specifications that the Service Provider shall perform certain Service or provide certain facilities, it is understood that the Service Provider 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.

1.3.5 The materials, design and services shall satisfy the relevant 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.

**2.0 GENERAL INSTRUCTIONS & OBLIGATIONS**

**2.1 FORMATION OF CONTRACT:**

- 2.1.1 Employer will be the sole judge in the matter of award of Contract and the decision of Employer shall be final and binding.
- 2.1.2 The acceptance of tender will be intimated to the successful Bidder by the Employer either by Fax / E - mail /Letter or like means defined as Fax of Acceptance (FOA).
- 2.1.3 The Contract shall come into force on the date of FOA and the same shall be binding on Employer and Service Provider.

**2.2 SIGNING OF AGREEMENT:**

- 2.2.1 The successful Tenderer/Service Provider shall be required to execute an Agreement within 15 days of the FOA in the format attached/enclosed with Tender Document. In the event of failure on the part of the Service Provider to sign the Agreement within the aforesaid stipulated period, the Earnest Money Deposit or initial Security Deposit/Performance Security Deposit (as available, preferably the later) will be forfeited and Employer may consider the Contract as terminated.

**2.3 ADDENDA/CORRIGENDA:**

- 2.3.1 Addenda/ Corrigenda to the Tender Documents incorporating modification(s) and clarification(s) to the Tender Document issued prior to the due date of bid submission shall become integral part of the Contract.

**2.4 LIABILITY OF GOVERNMENT OF INDIA:**

- 2.4.1 It is expressly understood and agreed by and between Bidder /Service Provider and Employer that Employer is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that Employer is an independent legal entity with power and authority to enter into Contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Service Provider expressly agrees, acknowledges and understands that Employer is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, Bidder/Service Provider hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement/Contract.

**2.5 SITE VISIT:**

2.5.1 The Bidder/Service Provider shall be deemed to have visited the Site(s)/work centre(s) and familiarized itself while submitting the Tender. Non-familiarity with the Site conditions by the Bidder/ Service Provider will not be considered a reason either for extra claim(s) or for any delay in performance or any other claim in this regard.

**2.6 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES AND POOR PERFORMANCE:**

The Bidder(s)/Service Provider(s) are required to abide by the following documents:

(i) The procedure for action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices containing provisions for putting a Bidder/Service Provider on suspension and/or banning list (as the case may be) if such an agency has indulged in Corrupt/ Fraudulent/ Collusive/ Coercive Practices.

The Procedure is enclosed as Appendix 1 to this GCC.

Further, Bidder(s)/Service Provider(s) accepts and certifies that they would adhere to the Fraud Prevention Policy of TFL and shall not indulge themselves or allow others (working in TFL) to indulge in fraudulent activities and that they would immediately apprise the Owner/TFL/Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice. The Fraud Prevention Policy document is available on TFL's website ([www.tflonline.co.in](http://www.tflonline.co.in)).

(ii) The procedure for evaluation of performance of Service Provider containing provisions for putting a Service Provider on suspension and/or holiday list (as the case may be).

The Procedure is enclosed as Appendix 2 to this GCC.

**2.7 RETIRED GOVERNMENT OR EMPLOYER'S OFFICERS:**

2.7.1 No Employee/Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the Employer is allowed to service as a Service Provider for a period of one year after his retirement /resignation /severance from Government Service or from the employment of the Employer without the previous permission of the Employer. The Contract, if awarded, is liable to be terminated if either the Service Provider or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/Central Government or of the Employer as aforesaid before submission of tender, or engagement in the Service Provider's service as the case may be.

**2.8 CONFLICT OF INTEREST:**

2.8.1 During the currency of Contract and after its termination, the Service Provider and its affiliates, shall be disqualified from providing any goods, works or services for any project resulting from or closely related to the Services.

**2.9 ABNORMAL RATES:**

2.9.1 The Tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. In case, it is noticed that the rates quoted by the Tenderer for any item are unusually higher or unusually lower, it will be sufficient cause for the

rejection of the tender/bid unless the Employer is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the Tenderer (on demand).

2.9.2 In case of Abnormally High Rated (AHR) item(s), the same shall be dealt as per AHR clause in the SCC (as applicable).

## **2.10 GENERAL OBLIGATIONS OF SERVICE PROVIDER:**

Service Provider shall, in accordance with and subject to the terms and conditions of this Contract:

2.10.1 perform the services in accordance with the Scope of Services /Specifications and Activity Schedule of the Tender Document and carry out its obligations with all due diligence and efficiency, in accordance with generally accepted professional techniques and practices and shall observe sound management practices and employ appropriate advance technology and safe methods. When completed, the job/services shall be fit for the purpose for which the services are intended as specifically defined in the Contract.

2.10.2 provide all labour as required to provide the Service unless otherwise provided in the Scope of Services or Special Conditions of the Contract.

2.10.3 perform all other obligations, jobs / services which are required by the terms of this Contract or which reasonably can be implied from such terms as being necessary for providing necessary service as per the Contract.

2.10.4 be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except insofar as otherwise provided, cover all its obligations under the Contract.

2.10.5 give or provide all necessary supervision during the performance of the services and as long thereafter within the warranty period/DLP as Employer may consider necessary for the proper fulfilling of Service Provider's obligations under the Contract.

2.10.6 not disrupt the Services of the Employer being carried out by the Service Provider / and shall provide access for carrying out job/services to:

- Employer's personnel(s), and /or
- any other Contractor(s) / Service Provider(s) employed by Employer, and /or
- personnel of public authority(ies)/third party(ies)

Further, the Service Provider shall execute the job carefully without causing damage to the existing facility(ies) and facility(ies) of third party(ies) and in case of such happening shall immediately bring to the notice of EIC..

Further, the coordination and inspection of the day-to-day job under the Contract shall be the responsibility of the Engineer-in-Charge (EIC). The EIC or his authorised representative including any statutory authority shall at all reasonable times, have full power and authority to access and inspect the Services wherever in progress either on the Site or at the Service Provider's premises/workshops and the Service Provider shall afford or procure every facility and assistance to carry out such inspection. Such

Inspection shall not release the Service Provider from any obligation under the Contract.

**2.11 SERVICE PROVIDER'S REPRESENTATIVE & PERSONNEL:**

2.11.1 Service Provider shall appoint a person ("*Service Provider's Representative*") who shall be responsible for and authorized to represent it at all times during the progress of the Service and to receive and to act on any request made by Employer in the performance of the Service pursuant to the terms of this Contract.

2.11.2 Service Provider's Representative shall have full authority to represent and bind the Service Provider in relation to any matter concerning the Service Provider's performance of the services under the Contract and Employer shall be entitled to rely on all the decisions of the Service Provider's Representative as if they were the decisions of the Service Provider.

2.11.3 Service Provider's Representative shall supervise, coordinate and ensure the quality of all aspects of his obligations under this Contract. Service Provider shall not change its Representative without the prior approval of Employer.

2.11.4 Service Provider's Representative shall liaise with Employer for the proper co-ordination and timely completion of the Services and on any matter pertaining to the same.

2.11.5 Service Provider's Representative shall extend full cooperation to Employer's representatives/inspector in the manner required by them for supervision /inspection/ observation of equipment, material, procedures, performance, reports and records pertaining to Services.

2.11.6 Service Provider's Representative shall have complete charge of his personnel engaged in the performance of the Service and to ensure compliance of rules and regulations and safety practice.

2.11.7 If the Service Provider's Representative is found not acceptable to the EIC, the Service Provider shall, as soon as practicable, having regard to the requirement of replacing him, after receiving notice of such withdrawal, remove the representative and shall not thereafter employ him again on the Services in any capacity and shall replace him by another representative acceptable to the EIC.

**2.12 SERVICE PROVIDER'S EMPLOYEES / PERSONNEL:**

The Service Provider in connection with performing the Services and remedying of any defects, shall provide:

- (a) only such skilled and experienced personnel(s) in their respective areas; and
- (b) such skilled, semi-skilled and un-skilled labour as is necessary for the proper and timely fulfilling of the Service Provider's obligations under the Contract.

The Service Provider shall provide skilled / qualified /experienced personnel, if specified in the SCC /Scope of Work.

While engaging the contractual manpower, Service Provider is required to make effort to provide opportunity of employment to the people belonging to Scheduled

Castes and weaker sections of society also in order to have a fair representation of these sections.

### **2.13 CONTRACT PERFORMANCE SECURITY (CPS):**

- 2.13.1 The Service Provider shall provide Contract Performance Security (CPS) to the Employer, within 30 days from the date of notification of award (i.e. FOA/Letter of Acceptance) or the date specified in the notification of award whichever is earlier, for an amount mentioned therein. The CPS shall be returned/refunded three months after Contract period and Defects Liability Period (DLP), if any. All costs associated with CPS shall be borne by the Service Provider. No charges or interest shall be payable by the Employer even if the CPS is in the form of a Demand Draft.
- 2.13.2 The Service Provider shall furnish the CPS in the form of a Demand Draft or a Bank Guarantee or an irrevocable Letter of Credit 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, for other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks 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 a letter head. The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.
- 2.13.3 If the Service Provider or their employees /agents / representatives or Sub-Service Provider (if authorized by Employer) shall damage, break, deface or destroy any property /equipment belonging to the Employer or third party(ies) during the execution of this Contract, the same shall be made good by the Service Provider at his own expenses and in default thereof, the EIC may cause the same to be made good by other agencies and recover expenses plus 15% overhead from the Service Provider. The decision of EIC in this matter shall be final and binding on the Service Provider.
- 2.13.4 All compensation, claim or other sums of money payable by the Service Provider to the Employer under terms of this Contract may be deducted from or paid by the encashment of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the Service Provider by the Employer on any account whatsoever and in the event of his CPS being reduced by reasons of any such deductions or sale of aforesaid, the Service Provider shall within ten days thereafter make good in form of bank draft(s)/BG/LC (as the case may be) as aforesaid any sum or sums which may have been deducted from or realised by encashment of his CPS, or any part thereof. The Service Provider shall pay to the Employer on demand without protest any balance remaining due. In this regard no interest shall be payable by the Employer to Service Provider for such sum deposited as CPS.
- 2.13.5 The CPS deposit shall cover the entire Contract value including extra jobs/ services. As long as the CPS submitted at the time of award take cares the extra jobs/ 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 exceed the ceiling of awarded Contract Value, the Service Provider should furnish additional CPS through DD or submit amendment to existing BG/LC to effect the enhancement of CPS.

2.13.6 Failure of the successful bidder to comply with the requirements of Clause 2.13 shall constitute sufficient grounds for the annulment of the award, the forfeiture of CPS and any other actions or remedies available to the Employer.

**2.14 FAILURE BY THE SERVICE PROVIDER TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:**

2.14.1 If the Service Provider refuses or fails to provide the Service or any part thereof with such diligence as will ensure its performance within the time specified in the Contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the Contract it shall be open to the Employer at its option by written notice to the Service Provider:

a) TO DETERMINE THE CONTRACT in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Employer on that behalf, whereupon the Service Provider shall stop forthwith any of the Service then in progress, except such Service as the Employer may, in writing, require to be done to safeguard any property or work or installations from damage, and the Employer, for its part, may take over the Service remaining unfinished by the Service Provider and complete the same through another service provider or by other means, at the risk and cost of the Service Provider, and any of his sureties if any, shall be liable to the Employer for any excess cost occasioned by such service having to be so taken over and obtained by the Employer over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE Contract to take over the Service of the Service Provider or any part thereof and complete the same through other service provider or by other means at the risk and cost of the Service Provider. The Service Provider and any of his sureties are liable to the Employer for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such services having been taken over and completed by the Employer.

2.14.2 In such events of Clause 2.14.1(a) or (b) above, the following shall be applicable:-

a) The whole or part of the Contract Performance Security furnished by the Service Provider is liable to be forfeited without prejudice to the right of the Employer to recover from the Service Provider the excess cost referred to in the sub-clause aforesaid. The Employer shall also have the right of taking possession and utilising in completing the services or any part thereof, such as materials, equipment and plants available at service site belonging to the Service Provider as may be necessary and the Service Provider shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the Service Provider on account of service already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of Contract or from the taking over of the Service or part thereof by the Employer as the case may be, during which period the responsibility for faulty material or workmanship in respect of such service shall, under the Contract, rest exclusively with the Service Provider. This amount shall be subject to

deduction of any amounts due from the Contract to the Employer under the terms of the Contract authorised or required to be reserved or retained by the Employer.

- 2.14.3 Before taking any action as per Clause 2.14.1(a) or (b) if in the judgment of the Employer, the default or defaults committed by the Service Provider is/are curable and can be cured by the Service Provider if an opportunity given to him, then the Employer may issue Notice in writing calling the Service Provider to cure the default within such time specified in the Notice.
- 2.14.4 The Employer shall also have the right to proceed or take action as per 2.14.1(a) or (b) above, in the event that the Service Provider becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person(s) or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the Employer to give any prior notice to the Service Provider.
- 2.14.5 Termination of the Contract as provided for in sub- clause 2.14.1(a) above shall not prejudice or affect their rights of the Employer which may have accrued upto the date of such termination.

**2.15 SERVICE PROVIDER REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 2.14**

- 2.15.1 If in any case in which any of the powers conferred upon the Employer by clause 2.14 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Service Provider for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Service Provider for past and future compensation shall remain unaffected. In the event of the Employer putting in force the power under above sub-clause 2.14 (a) or 2.14 (b) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools and plants, materials and stores at the site thereof belonging to the Service Provider or procured by him and intended to be used for the execution of the Service or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable, at current market rates to be certified by the EIC whose certificate thereof shall be final, otherwise the EIC may give notice in writing to the Service Provider or Service Provider's Representatives requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice).

Failure of any action by the Service Provider for removal of material/tools/plant/store etc. within the period mentioned in notice of EIC, the Employer shall also be entitled to recover handling and storage charges @5% of the estimated value of material tools/plant/store for each month or part of a month without relieving the Service Provider from any other related liability. In the event of the Service Provider's failure to remove the same within a period of 6 months or as decided by the EIC, the EIC may take action for removal through auction or private sale on behalf of the Service Provider and at his risk in all respects. The Service Provider shall be liable to pay the Employer the handling & storage charges per month or a part of the month from the date of serving the notice by the EIC to the date of removal of the materials by the Employer plus overhead charges @ 15% of sale value of such materials. In case of

negative or zero sale value, the overhead charges shall be applicable on the handling & storage charges. The decision of EIC w.r.t. such removal and the amount of the proceeds shall be final and binding on the Service Provider.

## **2.16 CHANGE IN CONSTITUTION:**

2.16.1 Where the Service Provider is a partnership firm, the prior approval of the Employer shall be obtained in writing, before any change is made in the constitution of the firm. Where the Service Provider is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such Service Provider enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the service hereby undertaken by the Service Provider. In either case if prior approval as aforesaid is not obtained, the Contract shall be deemed to have been allotted in contravention of clause 2.23 hereof.

## **2.17 TERMINATION OF CONTRACT:**

### **2.17.1 TERMINATION OF CONTRACT FOR DEATH**

If the Service Provider is an individual or a proprietary concern and the individual or the proprietor dies or if the Service Provider is a partnership concern and one of the partner dies then unless, the Employer is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, the Employer is entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the cancellation of Contract. The decision of the Employer/EIC in such assessment shall be final & binding on the parties. In the event of such cancellation, the Employer shall not hold the estate of the deceased Service Provider and/or the surviving partners of Service Provider's firm liable for any damages for non-completion of the Contract.

### **2.17.2 TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY, ETC.**

If the Service Provider shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors any of them, Employer shall be at liberty to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Service Provider or to give the Receiver or Liquidator or other person, the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed upon by the Employer for due and faithful performance of the Contract.

### **2.17.3 TERMINATION OF CONTRACT FOR CORRUPT / FRAUDULENT / COLLUSIVE / COERCIVE PRACTICES AND NON-PERFORMANCE**

If the Bidder/Service Provider is found to have indulged in Corrupt/ Fraudulent /Collusive/Coercive practices, the Contract shall be terminated and the Bidder/ Service Provider shall be banned for future business with TFL. The detailed procedure for banning including suspension in this regard may be referred as enclosed as Appendix 1.

Due to non-performance of the Service Provider leading to termination of the Contract, the Service Provider initially shall be put on suspension list and thereafter on holiday list of Employer for a period mentioned in the detailed procedure, to be reckoned from the date of communication by Owner/Employer. The detailed procedure for evaluation of performance in this regard may be referred as enclosed as Appendix 2.

#### **2.17.4 TERMINATION FOR CONVENIENCE**

Notwithstanding anything contained in the Contract, the Employer may, by 30 (Thirty) days written notice, terminate the Contract in whole or in part. In addition to the payment mentioned at clause 2.18, the Service Provider shall be compensated for de-mobilization and other costs incurred at mutually negotiated terms.

In case of such termination, the obligation of the Employer to pay, shall be limited to the extent of work/job completed by the Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract.

Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

#### **2.18 AMOUNT PAYABLE IN CASE OF TERMINATION:**

2.18.1 In all cases of termination herein set forth, the obligation of the Employer to pay, shall be limited to the extent of service rendered by Service Provider as per provision of the Contract upto the date of termination, subject to the Service Provider complying with other terms of the Contract. Notwithstanding the termination of the Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

#### **2.19 MEMBERS OF THE EMPLOYER NOT INDIVIDUALLY LIABLE:**

2.19.1 No Director, or official or employee of the Employer shall in any way be personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

#### **2.20 EMPLOYER NOT BOUND BY PERSONAL REPRESENTATIONS:**

2.20.1 The Service Provider shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

#### **2.21 FORCE MAJEURE:**

2.21.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which Force Majeures event lasts.

The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall include:

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works/Services are performed, and which affect an essential portion of the Works/Services but excluding any industrial dispute which is specific to the performance of the Works/Services or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

#### 2.21.2 Notification of Force Majeure

The affected party shall notify within 10 (ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the affected party from, or delaying the affected party in performing its obligations under the Contract.

#### 2.21.3 Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty) days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other party.

Further, the Service Provider shall with all reasonable diligence remove from the Site all the Service Provider's equipment and shall give similar facilities to his Sub Service Provider to do so.

#### 2.21.4 Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works/Services performed till the date of the commencement of the relevant event of Force Majeure with effective recovery/retention shall be payable to Service Provider.

The Service Provider has no entitlement and Employer has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Total Contract Price during an event of Force Majeure; and

- b) any delay costs in any way incurred by the Service Provider due to an event of Force Majeure.

2.21.5 Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

2.21.6 Outbreak of War:

If during the currency of the Contract there shall be an out break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the Work, the Service Provider shall unless and until the Contract is terminated under the provisions in this clause continue to use his best endeavour to complete the execution of the Work/Services, provided always that the Employer shall be entitled, at any time after such out break of war to terminate or re-negotiate the Contract by giving notice in writing to the Service Provider and upon such notice being given the Contract shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

## **2.22 PRICE REDUCTION SCHEDULE:**

2.22.1 Time is the essence of the Contract. In case the Service Provider fails to mobilize / deploy the required manpower and the complete equipments so as to commence the Services within Mobilisation Period and complete the Services within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 2.21 herein above or due to Employer's defaults, the total Value of Contract shall be reduced by ½ (half) % of the total Value of Contract per complete week of delay or part thereof subject to a maximum of 5 (five) % of the total Value of Contract, by way of reduction in price for delay and not as penalty.

The Employer shall be at liberty to adjust or deduct the said amount from amount due to the Service Provider / it's Contract Performance Security payable on demand.

The decision of the EIC with respect to applicability of Price Reduction Schedule shall be final and binding on the Service Provider.

2.22.2 The parties agree that this is a genuine pre-estimate of the loss/damage which will be suffered by the Employer on account of delay on the part of the Service Provider and the said amount will be adjusted for the amount payable to the Service Provider, without there being any proof of the actual loss or damages having been caused by such delay/breach.

2.22.3 The Price Reduction will be calculated on the basis of total Value of Contract / executed Value of Contract (as the case may be) excluding taxes and duties where such taxes and duties have been shown separately in the Contract.

2.22.4 As mentioned above, in case of delay in execution of Contract, Service Provider will raise invoice for reduced value as per Price Reduction Clause. If Service Provider has raised the invoice for full value, then Service Provider will issue Credit Note towards the applicable Price Reduction Schedule amount.

In case Service Provider fails to submit the invoice for reduced value or does not issue credit note as mentioned above, TFL will release the payment to Service Provider after effecting the Price Reduction Schedule clause.

In the event any financial implication arises on TFL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Service Provider.

## **2.23 ASSIGNMENT/SUBLET:**

2.23.1 The Service Provider shall not, save with previous written consent of the Engineer-in-charge, sublet, transfer or assign the Contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract.

2.23.2 The basic scope of Services cannot be sublet. However, on specific request of the Service Provider and subject to written consent of Employer, the Service Provider may sublet allied/incidental jobs related to the Services. Such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Contract and Service Provider shall be fully responsible for the Services hereunder and the execution and performance of the Contract.

2.23.3 Sub-letting of whole Contract is prohibited. An undertaking to this effect will be given by Service Provider along with each invoice/ bill.

## **2.24 LIENS:**

2.24.1 If, at any time there should be evidence of any lien or claim for which the Employer might have become liable and which is chargeable to the Service Provider, the Employer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Employer against such lien or claim and if such lien or claim be valid, the Employer may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Service Provider. If any lien or claim remain unsettled after all payments are made, the Service Provider shall refund or pay to the Employer all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

2.24.2 The Employer shall have lien on all materials, equipments including those brought by the Service Provider for the purpose of providing service.

2.24.3 The final payment shall not become due until the Service Provider delivers to the EIC a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the Service Provider in a form approved by EIC that all invoices for labour, materials, services have been paid in lien thereof and if required by the EIC in any case an affidavit that so far as the Service Provider has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

2.24.4 Service Provider will indemnify and hold the Employer harmless, for a period of two years after the issue of Completion/Execution Certificate, from all liens and other encumbrances against the Employer on account of debts or claims alleged to be due

from the Service Provider or his Sub-Service Provider to any person and on behalf of Employer, the Service Provider will defend at his own expense, any claim or litigation brought against the Employer or the Service Provider including Sub-Service Provider in connection therewith. Service Provider shall defend or contest at his own expense, any fresh claim or litigation against the Employer by any person including his Sub-Service Provider, till its satisfactory settlement even after the expiry of two years from the date of issue of Completion/Execution Certificate.

## **2.25 DELAYS BY EMPLOYER OR HIS AUTHORISED REPRESENTATIVE:**

2.25.1 In case the Service Provider's performance is delayed due to any act or omission on the part of the Employer or his authorized Representative, then the Service Provider shall be given due extension of time for the completion of the Service, to the extent such omission on the part of the Employer has caused delay in the Service Provider's performance of his Services.

2.25.2 No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document, where the Employer reserves the right to seek indulgence of Service Provider to maintain the agreed Time Schedule of Completion. In such an event the Service Provider shall be obliged to provide Service for additional time beyond stipulated time including Off-days / Holidays or by enhancing resources to achieve the completion date/interim targets.

## **2.26 NO WAIVER OF RIGHTS:**

2.26.1 None of the terms and conditions of this Contract shall be deemed waived by either party unless such waiver is executed in writing by the duly authorized representative of both the parties.

## **2.27 CERTIFICATE NOT TO AFFECT RIGHT OF EMPLOYER AND LIABILITY OF SERVICE PROVIDER:**

2.27.1 No interim payment certificate(s) issued by the EIC of the Employer, nor any sum paid on account by the Employer, nor any extension of time for execution of the service granted by Employer shall affect or prejudice the rights of the Employer against the Service Provider or relieve the Service Provider of his obligations for the due performance of the Contract, or be interpreted as approval of the Service done and no certificate shall create liability for the Employer to pay for alterations, amendments, variations or additional services not ordered, in writing, by Employer or discharge the liability of the Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Employer.

## **2.28 LANGUAGE AND MEASURES:**

2.28.1 All documents pertaining to the Contract including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions or any other writing shall be written in English/Hindi language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

## **2.29 RELEASE OF INFORMATION:**

2.29.1 The Service Provider shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Service under this Contract or description of the site dimensions, quantity, quality or other information concerning the Service unless prior written permission has been obtained from the Employer.

**2.30 COMPLETION PERIOD, CONTRACT PERIOD AND COMPLETION OF CONTRACT:**

2.30.1 The Completion Period of Service and Contract Period shall be as mentioned in Special Conditions of Contract.

2.30.2 Unless terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract.

**2.31 INDEPENDENT CAPACITY**

2.31.1 The parties intend that an independent Service Provider relationship will be created by this Contract. The Service Provider and his/her employees or agents performing under this Contract are not employees or agents of the Employer. The Service Provider will neither hold himself/herself out as nor claim to be an officer or employee of the Employer by reasons hereof, nor will the Service Provider make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of work will be solely with the Service Provider.

**2.32 NOTICE**

2.32.1 TO THE SERVICE PROVIDER: Any notice to be given to the Service Provider or his duly authorised representative at the job Site under the terms of the Contract may be served by the Employer by facsimile / e-mail or through registered post/Courier at the address/contact information furnished by the Service Provider. Proof of issue of any such notice could be conclusive of the Service Provider having been duly informed of all contents therein.

2.32.2 TO THE EMPLOYER: Any notice to be given to the EIC of the Employer under the terms of the Contract may be served by the Service Provider, by facsimile / e-mail or delivering the same through registered post /Courier at the concerned site office.

2.32.3 Either party may change a nominated address to another address in the country where the Services are being provided by prior notice to the other party, with a copy to EIC and the EIC may do so by prior notice to both the parties. The decision of EIC in this regard shall be final and binding on the parties.

**2.33 CONFIDENTIALITY:**

The Service Provider, it's Sub-Service Provider and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to Service/project, this Contract, or Employer's business or operations without the prior written consent of the Employer.

**2.34 INTELLECTUAL PROPERTY RIGHT:**

The Service Provider shall retain the copy right and other intellectual property rights in the Service Provider's document and other design documents made by (or on behalf of) the Service Provider.

Subject to the confidentiality obligations, by signing the Contract, within the Contract Price, the Service Provider shall be deemed to give to the Employer a non-terminable, transferable, non-exclusive and royalty-free right to copy, use and communicate the Service Provider's documents for the operation, maintenance, repair of the Service and Statutory purposes, but not for any other purpose. Such documents of the Service Provider shall not be used, copied or communicated to a third party by or on behalf of the Employer for the purposes other than those permitted, without the Service Provider's Consent.

## **SECTION - III**

### **3.0 PERFORMANCE OF SERVICE**

#### **3.1 EXECUTION OF SERVICES:**

- 3.1.1 All Services shall be provided in strict conformity with the provisions of the Contract Documents and with such explanatory detailed specification and instruction as may be furnished from time to time to the Service Provider by EIC. The Service Provider shall undertake to perform all Services under this Contract with all reasonable skill, diligence and care in accordance with sound industry practice or international / national standards, wherever applicable (as the case may be) to the satisfaction of

the Employer and accept full responsibility for the satisfactory quality of such services as performed by them.

### **3.2 CHANGES IN SERVICES:**

3.2.1 During the performance of the Services, EIC / Employer may make a change in the Services within the general scope of this Contract including, but not limited to, changes in methodology and minor additions to or deletions from the Services and Service Provider shall render the service as changed. Changes of this nature will be affected by a written order (i.e. Amendment) by the Employer. The time of completion of the said job may be extended for the part of the particular job at the discretion of Engineer-In-Charge, for only such alterations or substitutions of the Services, as he may consider just and reasonable.

3.2.2 If any change result in an increase in compensation payable to Service Provider or in terms of a credit to be passed on to Employer, Service Provider shall submit to EIC an estimate of the amount of such compensation or credit in a form prescribed by Employer. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Service Provider's estimate, Employer shall establish and set forth in the written order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change.

### **3.3 ACTION AND COMPENSATION IN CASE OF POOR SERVICE:**

3.3.1 If it shall appear to the EIC that any service has been rendered with unsound, imperfect or unskilled way, or with materials /manpower of any inferior description, or that any materials / manpower provided by the Service Provider for the execution of the Service are unsound, or of a quality inferior to that Contracted for, or otherwise not in accordance with the Contract, the Service Provider shall on demand in writing from the EIC or his authorized representative specifying the Service, materials or manpower complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify the service so specified and at his own cost and in the event of failure to do so within the period specified by the EIC in his demand aforesaid, the Service Provider shall be liable to pay compensation at the rate of 1 % (One percent) of the estimated cost of the whole Service, for every week limited to a maximum of 10% (ten percent) of the value of the whole Service, in event of his failure to do so the EIC may on expiry of notice period rectify/re-execute the Service as the case may be at the risk and expense in all respects of the Service Provider or may terminate the contract due to non-performance. The decision of the EIC as to any question arising under this clause shall be final and conclusive.

### **3.4 SUSPENSION OF SERVICES:**

3.4.1 Subject to the provisions of sub-para 3.4.2 of this clause, the Service Provider shall, if ordered in writing by the EIC, temporarily suspend the Services or any part thereof for such written order and not proceed with the Service therein ordered to be suspended until, he shall have received a written order to proceed therewith. The Service Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Services aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Services as aforesaid will be granted to the Service Provider

should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the Service Provider.

3.4.2 In case of suspensions of entire Service, ordered in writing by EIC, for a period of more than two months, the Service Provider shall have the option to terminate the Contract.

### **3.5 DEFECTS LIABILITY PERIOD:**

3.5.1 The Service Provider unless otherwise specified elsewhere in the tender document shall guarantee the installation/Service for a period of 12 months from the date of completion of Service mentioned in the Completion Certificate issued by the EIC. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the Service Provider at his own expense as deemed necessary by the EIC. In case of default, the EIC may carry out such services by other service provider(s) and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 15% towards overheads from any sums that may then be or at any time thereafter, become due to the Service Provider or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof. The decision of EIC in this regard shall be final and binding.

3.5.2 If the Service Provider feels that any variation in Service or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this to the notice of the EIC in writing. If during the period of liability any portion of the Service/Equipment, is found defective and is rectified/ replaced, the period of liability of 12 months for such equipment/ portion of Service shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Service/ Equipment only. However, in no such case extension will exceed 24 months from the date of initial DLP. Notwithstanding the above provisions the supplier's, guarantees/warrantees for the replaced/rectified Equipment/Service shall also be passed on to the Employer.

### **3.6 COMPLETION CERTIFICATE:**

3.6.1 APPLICATION FOR COMPLETION CERTIFICATE: When the Service Provider fulfills his obligation under the Contract he shall be eligible to apply for Completion Certificate. The EIC shall normally issue to the Service Provider the Completion Certificate within one month after receiving any application thereof from the Service Provider after verifying from the completion documents and satisfying himself that the Service has been rendered in accordance with and as set out in the Contract Documents. The Service Provider, after obtaining the Completion Certificate, is eligible to present the final bill for the Service executed by him under the terms of Contract.

Completion of jobs/services for issuance of completion certificate shall constitute completion of jobs/ services as per provisions of LOA/Contract duly accepted and certified by EIC.

3.6.2 COMPLETION CERTIFICATE: Within one month from receipt of application from Service Provider after the completion of the Service in all respects as specified

above at clause no. 3.6.1, the Service Provider shall be furnished with a certificate by the EIC of such completion, but no certificate shall be given nor shall the Service be deemed to have been rendered until all scaffolding, Equipment(s) & machine(s), surplus materials and rubbish brought for/ generated during execution of service is cleared off the Site completely. EIC's certification about completion of service in all aspects shall be binding and conclusive.

**3.6.3 COMPLETION CERTIFICATE DOCUMENTS:** For the purpose of Completion, the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the Service was carried out.
- ii) Material appropriation, Statement for the materials issued by the Employer for the Service and list of surplus materials returned to the Employer's store duly supported by necessary documents

**3.6.4 EXECUTION CERTIFICATE:**  
Execution Certificate against Rate/ Maintenance contract shall be issued by EIC against written request from Service Provider.

### **3.7 FINAL DECISION & FINAL CERTIFICATE:**

**3.7.1** Upon expiry of the period of liability and subject to the Engineer-in-Charge being satisfied that the Service Provider has in all respect duly made-up any shortfall and performed all his obligations under the Contract, the Engineer-in- Charge shall (without prejudice to the rights of the Employer to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the Final Certificate to that effect. The Service Provider shall not be considered to have fulfilled the whole of his obligations under Contract until Final Certificate shall have been given by the Engineer-In- Charge.

### **3.8 LIMITATION OF LIABILITY**

**3.8.1** Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider to Employer under the Contract shall not exceed the Total Contract Value, except that this clause shall not limit the liability of the Service Provider for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross Negligence of the Service Provider or any person acting on behalf of the Service Provider; or
- (c) In the event of acts or omissions of the Service Provider which are contrary to the most elementary rules of diligence which a conscientious Service Provider would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Service Provider or any person or firm acting on behalf of the Service Provider in executing the Works/Services.

However, neither party shall be liable to the other Party for any indirect nor consequential loss or damage like loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.

### **3.9 INDEMNITY:**

- 3.9.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the Employer, for the failure, omission or neglect on the part of the Service Provider to perform any acts, matters, covenants or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the Service Provider, his agents, representatives or his Sub- Service Provider's, or in connection with any claim based on lawful demands of Sub-Service Provider's servicemen suppliers or employees, the Service Provider, shall in such cases indemnify and keep the Employer and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**4.0 PAYMENT, INSURANCE AND TAXES**

**4.1 DEDUCTION FROM THE CONTRACT PRICE:**

4.1.1 All costs, damages or expenses which Employer may have paid or incurred, which under the provisions of the Contract, the Service Provider is liable to pay to the Employer. All such claims shall be claimed by the Employer from the Service Provider regularly as and when they fall due. Such claims shall be paid by the Service Provider within 15 (fifteen) days of the receipt of the corresponding bills/claims and if not paid by the Service Provider within the said period, the Employer may, then, deduct the amount from any immediate moneys due to the Service Provider like R.A Bills, Final Bills, Contract Performance Security or any payment becoming due to the Service Provider under the Contract or may be recovered by actions of law or otherwise, if the Service Provider fails to satisfy the Employer of such claims.

**4.2 SCHEDULE OF RATES AND PAYMENTS:**

**4.2.1 SERVICE PROVIDER'S REMUNERATION:**

The price to be paid by the Employer to Service Provider for the whole of the Service to be done and for the performance of all the obligations undertaken by the Service Provider under the Contract Documents shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the Services actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (except only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the Service Provider under the Contract and no further or other payment whatsoever shall be or become due or payable to the Service Provider under the Contract.

**4.2.2 SCHEDULE OF RATES TO BE INCLUSIVE:**

The prices/rates quoted by the Service Provider shall remain firm till the issue of Final Certificate and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in rendering the services to the Employer by the Service Provider. The Service Provider shall be deemed to have known the nature, scope, magnitude and the extent of the service though the Contract Document may not fully and precisely furnish/specify them. The Tenderer shall be deemed to include the requisite services as may be required to complete the Services properly including remedying of any defect therein.

**4.2.3 SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:**

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary work (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores & appliances and such other items / equipments /

materials as required for carrying out the services by the Service Provider and all other matters in connection with each item in the Schedule of Rates and the execution of the Service or any portion thereof finished, complete in every respect and maintained as shown or described in the Contract Documents or as may be ordered in writing during the continuance of the Contract.

#### 4.2.4 SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., Value of Contract) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the Service, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the Service and shall include an indemnity to the Employer which the Service Provider hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use in the Service of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use for Services shall be borne by the Service Provider.

#### 4.2.5 SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, GST, Works Contract Tax or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), entry tax, whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule of Rates, unless mentioned specifically elsewhere in the Tender Document. The Service Provider shall also obtain and pay for all permits/licenses or other privileges necessary to complete the Service.

#### 4.2.6 SCHEDULE OF RATES TO COVER RISKS OF DELAY:

The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the Service Provider's conduct/performance of Services which occurs from any causes including orders of the Employer in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

#### 4.2.7 SCHEDULE OF RATES CANNOT BE ALTERED:

For Service under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of services or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the Service Provider and agreed to by the Employer and cannot be altered. For lumpsum Contracts, the payment will be made according to the Service actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of Service provided and preparing running account bill. Payment for any additional Service which is not covered in the Schedule of Rates shall only be released on issuance of Amendment to LOA/Contract by the Employer.

### 4.3 PROCEDURE FOR BILLING OF SERVICES:

#### 4.3.1 BILLING PROCEDURE:

Following procedures shall be adopted for billing of services executed by the Service Provider.

4.3.1.1 The Bill(s) complete in all respect with details and enclosure(s) is to be submitted by Service Provider in line with terms of the Contract. Employer shall make all endeavour to release payments of undisputed amount of the bills submitted within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.

4.3.1.2 DELETED.

4.3.2 MODE OF MEASUREMENT:

The payment shall be made based on the mode of measurement as specified in the Contract. Otherwise, the mode of measurement shall be adopted as per latest Indian Standard Specifications.

**4.4 NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS:**

4.4.1 Should the Service Provider consider that he is entitled to any extra payment for any extra/additional Job(s)/Service(s) or material change in original Specifications carried out by him in respect of job, he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment. Such notice shall be given to the Engineer-in-Charge upon which Service Provider bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the Contract to the contrary, the Service Provider must intimate his intention to lodge claim on the Employer within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the Service Provider will lose his right to claim any compensation/reimbursement/damages etc.. Failure on the part of Service Provider to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by Employer to reject any such claim and no delay in dealing therewith shall be waiver by Employer of any of these rights in respect thereof.

4.4.2 Engineer-in-Charge shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, Service Provider shall be obliged to carry on with the Jobs/services during the period in which his claims are under consideration by the Employer, irrespective of the outcome of such claims, where additional payments for Services considered extra are justifiable in accordance with the Contract provisions, Employer shall arrange to release the same in the same manner as for normal job payments. Such of the extra services so admitted by Employer shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra services shall generally be the unit rates provided for in the Contract. In the event unit rates for extra services so executed are not available as per Contract, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for Services executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra service claim(s) of Service Provider, the decision of Engineer-in-Charge shall be final and binding on the Service Provider.

#### **4.5 INSURANCE:**

4.5.1 Service Provider shall, at his own expense, arrange appropriate insurance to cover all risks assumed by the Service Provider under this Contract in respect of its personnel deputed under this Contract as well as Service Provider's equipment, tools and any other belongings of the Service Provider or their personnel during the entire period of their engagement in connection with this Contract. Employer will have no liability on this account. The Personnel covered must be covered to meet the liability under Employee Compensation Act.

4.5.2 The provisions of this Clause shall in no way limit the liability of the Service Provider under the Contract.

4.5.3 If the Service Provider neglects, fails, or refuses to obtain or maintain insurances required to be effected, or fails to provide certification etc., the Employer has the right to procure and maintain policies at Service Provider's expense plus administrative cost of 10% of the amount of Insurance premium.

#### **4.5.4 INSURANCE TYPES:**

Service Provider shall at all time during the currency of the Contract provide, pay for and maintain the following insurance amongst others:

- a. Employee Compensation and Employer's common law liability insurance covering liability to employees of the Service Provider under the laws of their place or employment or place or injury, arising out of injury sustained in connection with any of the services. This insurance will be extended where submitted by law, to indemnify the Employer against any statutory liability which it may incur towards injured employees of the Service Provider. A proof of the same should be submitted to EIC for liability in line with Employees Compensation Act.
- b. General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Service Provider required to fulfill the provisions under this Contract.
- c. Service Provider's Equipment/Materials/Goods used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
- d. Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- e. Public Liability Insurance as required under Public Liability Insurance Act 1991.

4.5.5 Service Provider shall obtain additional insurance or revise the limits of existing insurance as per Employer's request in which case additional cost shall be to Service Provider's account.

Further, the Service Provider shall ensure the adequacy of Insurance at all time in accordance with the nature of the Service(s), terms of the Contract and Statutory requirements.

#### 4.5.6 CERTIFICATE OF INSURANCE:

Before commencing performance of the services, Service Provider shall on request furnish EIC/Employer with certificates of insurance indicating:

- i) type and amounts of insurance as required herein;
- ii) insurance company or companies carrying the aforesaid coverage;
- iii) effective and expiry dates of policies;
- iv) that the Employer may give advance notice for any material change in the policy. waiver of subrogation endorsement has been attached to all policies; and
- v) the territorial limits of all policies.

4.5.7 If any of the above policies expire or are cancelled during the terms of the service, and Service Provider fails for any reason to renew such policies, the Employer may replace same and recover the charges towards premium plus administrative charges from Service Provider. Should there be a lapse in any insurance required to be carried out by the Service Provider hereunder for any reason, losses & penalty, if any resulting there from shall be to the sole account of the Service Provider.

4.5.8 Service Provider shall require all its Sub-Service Providers to provide such foregoing insurance cover as the Service Provider is obligated to provide under the Contract.

4.5.9 WAIVER OF SUBROGATION: All insurance policies of the Service Provider with respect to the operations conducted hereunder, shall be endorsed by the underwriter in accordance with the following policy wording:“ The insurers hereby waive their rights of subrogation against any individual, Employer, affiliates or assignees for whom or with whom the assured may be operating to the extent of the Contractual indemnities undertaken by the Service Provider”.

4.5.10 Deductible: That portion of any loss not covered by insurance provided for in this article solely by reason of deductible provision in such insurance policies shall be to the account of the Service Provider.

#### 4.6 TAXES AND DUTIES:

4.6.1 The Service Provider, unless specified otherwise elsewhere in the Contract agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including GST now or hereafter imposed, increased, modified from time to time in respect of Services and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Service Provider and the Service Provider shall be responsible for the compliance of all Sub-Service Providers, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. Service Provider further agrees to defend, indemnify and hold Employer harmless from any liability or penalty

which may be imposed by the Central, State or Local authorities by reason or any violation by Service Provider or Sub- Sub-Service Provider of such laws, suits or proceedings that may be brought against the Employer arising under, growing out of, or by reason of the service provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

- 4.6.2 Service Provider shall ensure timely submission of correct invoice(s) with all required supporting document(s) as per Contract within a period specified in Contracts to enable Employer to avail Input Tax Credit.

If Input Tax credit with respect to GST is not available to Employer for any reason which is not attributable to Employer, then Employer shall not be obligated or liable to pay or reimburse GST charged in the invoice(s) and shall be entitled to / deduct/ setoff /recover the such GST together with all penalties and interest if any, against any amounts paid or payable by Employer to Service Provider.

- 4.6.3 Where Employer has the obligation to discharge tax liability under reverse charge mechanism and Employer has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per rules (as amended from time to time) for any reason which is not attributable to Employer or Input Tax credit with respect to such payments is not available to Employer for any reason which is not attributable to Employer, then Employer shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by Employer to Service Provider.

#### **4.7 INCOME TAX:**

- 4.7.1 Income Tax deduction shall be made from all payments of the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. As per the provisions of the income Tax Act, 1961, Permanent Account No. (PAN) is compulsorily required to be mentioned in Tax Deduction at Source (TDS) certificate issued to the payee. Therefore, the bidder must submit the details of PAN / the copy of application filed for allotment of PAN (if PAN no. not available) to EIC immediately on receipt of FOA/Contract Document, failing which, TDS will be applied as per applicable law and TDS certificate will not be issued. Therefore, in case the Service Provider does not furnish PAN, EMPLOYER shall deduct at source as provided in the Income Tax Act 1961, or in the relevant Finance Act, or as directed in the orders u/s 195(3) or 197 or 195(2), as the case may be, or at such higher rate as may be required by Section 206AA of Income Tax Act 1961, from time to time.

- 4.7.2 In case of foreign bidder, the Service Provider must apply through the local embassy / consulate of India for obtaining PAN card. In case, foreign Service Provider don't have the PAN, then amount will be deducted and deposited as per law and TDS certificate will also not be provided. Further, such Service Provider shall comply all other provisions mentioned elsewhere in the Tender Document related to making remittances to non-residents including Permanent Establishment, Tax Residency Certificate (TRC) if non-resident desire to avail benefits available under Double Tax Avoidance Agreement (DTAA), Withholding Tax etc., as per Income Tax Act, 1961 (as amended from time to time).

#### **4.8 STATUTORY VARIATIONS:**

- 4.8.1 All duties, taxes (except where otherwise expressly provided in the Contract) as may be levied / imposed in consequences of execution of the Jobs/Services or in relation thereto or in connection therewith as per the Acts, Laws, Rules, Regulations in force on the due date of submission of Bid for this Contract shall be to Service Provider's account. Any increase / decrease in such duties, taxes after the due date of submission of bid but within the Contractual completion date as stipulated in the Contract will be to the account of Employer subject to submission of documentary proof to the satisfaction of Employer.
- 4.8.2 Any increase in the duties and taxes after the Contractual completion period will be to the Service Provider's account, where delay in completion /mobilization period is attributable to the Service Provider and the taxes & duties are not cenvatable (i.e. Input Tax Credit (ITC) not available). In case of applicability of ITC / cenvatable taxes & duties, payment shall be made as per the prevailing rates during the currency of the Contract. However, any benefit of decrease in duties and taxes after the Contractual completion will be passed on to the Employer.
- 4.8.3 In the event of introduction of any new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract but within the Contractual completion period (including extended period allowed due to reasons attributed to Employer) and which results in increased cost of the jobs/services under the Contract through increased liability of taxes, (other than personnel and Corporate taxes), duties, the Service Provider shall be indemnified for any such increased cost by the Employer subject to the production of documentary proof to the satisfaction of the Employer to the extent which directly is attributable to such introduction of new legislation or change or amendment as mentioned above and adjudication by the competent authority & the courts wherever levy of such taxes / duties are disputed by Employer.
- 4.8.4 Similarly, in the event of introduction of new legislation or any change or amendment or enforcement of any Act or Law, rules or regulations of Government of India or State Government(s) or Public Body which becomes effective after the due date of submission of Bid for this Contract and which results in any decrease in the cost of the services/ jobs through reduced liability of taxes, (other than personnel and Corporate taxes) duties, the Service Provider shall pass on the benefits of such reduced cost, taxes or duties to the Employer, to the extent which is directly attributable to such introduction of new legislation or change or amendment as mentioned above.

#### **4.9 DAMAGES TO PROPERTY, ANY PERSON AND PARTY**

- i) Service Provider shall be responsible for making good to the satisfaction of the Employer any loss or any damage to structures and properties belonging to the Employer or being executed or procured or being procured by the Employer or of other agencies within in the premises of the Employer, if such loss or damage is due to fault and/or the Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representatives or Sub-Service Providers.

- ii) The Service Provider shall take sufficient care in moving his equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the Employer or any third party including overhead and underground cables and in the event of any damage resulting to the property of the Employer or of a third party during the movement of the aforesaid equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the Employer or ascertained or demanded by the third party shall be borne by the Service Provider. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.
- iii) The Service Provider shall indemnify and keep the Employer harmless of all claims for damages to property other than Employer's property arising under or by reason of this agreement, if such claims result from the fault and/or Negligence or Willful Misconduct or omission of the Service Provider, his employees, agents, representative of Sub-Service Provider.

## **SECTION – V**

### **5.0 LAWS, HEALTH, SAFETY & ENVIRONMENT**

## 5.1 LABOUR LAWS:

- i) No labour below the age of 18 (eighteen) years shall be employed on the Job.
- ii) The Service Provider shall not pay less than what is provided under law to labourers engaged by him on the Job.
- iii) The Service Provider shall at his expense comply with all labour laws and keep the Employer indemnified in respect thereof.
- iv) The Service Provider shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the Service Provider is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the Job under the Contract. Such fee/deposit shall be borne by the Service Provider.
- vi) The Service Provider shall employ labour in sufficient numbers either directly or through Sub- Service Provider's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract while also ensuring that workman is not stressed due to long hour of working and to the satisfaction of the EIC.
- vii) The Service Provider shall furnish to the EIC the distribution return of the number and description, by trades of the service people employed on the services. The Service Provider shall also submit on the 4th and 19th of every month to the EIC a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made thereunder and the amount paid to them.
- viii) The Service Provider shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Servicemen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- ix) The EIC shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the Service Provider any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non- fulfilment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

- x) The Service Provider shall indemnify the Employer against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-Service Provider's. In the event of the Service Provider committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the Service Provider shall without prejudice to any other liability pay to the Employer a sum not exceeding Rs.10000.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the EIC and in the event of the Service Provider's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.5000.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the Services put to the Contract. The EIC shall deduct such amount from bills or Contract Performance Security of the Service Provider and credit the same to the Welfare Fund constitute under these acts. The decision of the EIC in this respect shall be final and binding.

## **5.2 SAFETY REGULATIONS:**

- i) In respect of all labour, directly employed in the Service for the performance of Service Provider's part of this agreement, the Service Provider shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable
- ii) The Service Provider shall observe and abide by all fire and safety regulations of the Employer. Before starting service, Service Provider shall consult with Employer's safety Engineers or EIC and must make good to the satisfaction of the Employer any loss or damage due to fire to any portion of the service done or to be done under this agreement or to any of the Employer's existing property.

## **5.3 FIRST AID AND INDUSTRIAL INJURIES:**

- i) Service Provider shall maintain first aid facilities for its employees and those of its Sub-Service Provider.
- ii) Service Provider shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to Employer prior to start and their telephone numbers shall be prominently posted in Service Provider's field office.
- iii) All critical industrial injuries shall be reported promptly to Employer, and a copy of Service Provider's report covering each personal injury requiring the attention of a physician shall be furnished to the Employer.

## **5.4 GENERAL RULES:**

- 5.4.1 Smoking within the battery area, tank farm, dock limits or any such area identified by EIC or mentioned in SCC or any guideline, is strictly prohibited. Violators of the no smoking rules shall be discharged immediately after imposing the applicable

penalty(ies). Decision of EIC in the matter shall be final and binding on the Service Provider.

**5.5 CARE IN HANDLING INFLAMMABLE GAS:**

5.5.1 The Service Provider has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the Employer.

**5.6 PRESERVATION OF PLACE:**

5.6.1 The Service Provider shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker / personnel employed for the services and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the Site. In the event of the Employer requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of services, the expenses thereof shall be borne by the Service Provider and if paid by the Employer shall be recoverable from the Service Provider.

**5.7 ENVIRONMENT:**

5.7.1 Employer acknowledges their commitment to conduct their respective operations in a manner which not only complies with all relevant environmental protection and pollution control legislation but also such operations do not cause environmental damage or pollution and in a manner which acknowledges other cultural and associated considerations. In recognition of this commitment, the Service Provider shall perform the services in such a way as to avoid or minimize environmental damage or pollution and fully recognize the special aspects of the environment as communicated by Employer or as applicable. Service Provider shall comply with, and the Service Provider shall ensure compliance with all applicable environmental protection and pollution control legislation as it relates to the services.

5.7.2 In the furtherance of any laws, regulations and rules promulgated by the Government of India, Service Provider shall:

- Employ good international oil & gas industry practices, including as required, advanced techniques, practices and methods of operation for the prevention of environmental damage in conducting the job;
- Take necessary and adequate steps to prevent environmental damage and, where some adverse impact on the environment is unavoidable, minimize such damage and the consequential effects thereof of property and people; and
- Adhere to the guidelines, limitations or restrictions, if any, imposed by the environmental clearance as applicable.

5.7.3 If during the Service Provider's performance of the services, the Employer is of the opinion that the Service Provider is either not conducting the services in strict compliance with this Contract or is conducting the services in such a way as to endanger the environment or in such a way as to risk being in breach of any environmental protection or pollution control legislation, then the Employer shall notify the Service Provider in writing of the conduct involved and the Service Provider

shall initiate corrective action to the reasonable satisfaction of the Employer within twenty four (24) hours of the conduct so notified or as decided by EIC. Employer may, require Service Provider to discontinue the Service in whole or in part until Service Provider has taken such action.

5.7.4 The Service Provider shall notify the Employer as soon as reasonably practicable of any spillage or potential spillage of petroleum or any act of pollution or potentially polluting event. For each and any such event the Service Provider shall record the relevant information on the incident report form and shall deliver the completed form to the Employer forthwith.

5.7.5 After completion of the entire job as per this Contract and prior to Demobilization, Service Provider shall at its expense satisfactorily dispose off all rubbish, remove all temporary work, equipment and materials belonging to Service Provider and return to Employer warehouse all surplus spares and salvageable Employer supplied materials. Further, the Service Provider can take away the brought out Service Provider supplied surplus Material (i.e. Materials brought by the Service Provider for work/Services at site under Contract, not used by them for work/Services and leftover at the Site) subject to prior written consent of the EIC. The payment made, if any, towards such surplus Material will be recovered from the payment of Service Provider.

Service Provider shall leave the premises in a neat and safe condition. Service Provider shall be required to leave all, sites and surrounding area as it existed at the commencement of Contract.

5.7.6 Service Provider shall:

Ensure that the pertinent completed environmental impact studies including the Rapid Environmental Impact Assessment carried out by Employer are made available to its Personnel and to its Sub-Service Providers to develop adequate and proper awareness of the measures and methods of environmental protection to be used in carrying out the job;

Ensure and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the EIC, for the protection of the Services or for the safety and convenience of the public or others.

Ensure that the Contracts entered into between Service Provider and its Sub Service Providers (if allowed) relating to the Services shall include the provisions stipulated herein;

- be responsible for the removal from the Site or for otherwise making safe in accordance with applicable Indian laws and directives any materials generated or released by Service Provider during its activities at the Site which are toxic or similarly hazardous to the health or safety of persons or to the environment;
- be liable for and shall indemnify, protect, defend and hold harmless Employer from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments incurred in connection therewith (including court costs and attorney's fees incurred by Employer) arising out of such toxic or hazardous materials for which the Service Provider is responsible pursuant to this Clause.



**6.0 DISPUTE RESOLUTION AND ARBITRATION:**

**6.1 DISPUTE RESOLUTION:**

- 6.1.1 The matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Contract and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996.
- 6.1.2 Any dispute(s)/difference(s)/issue(s) of any kind whatsoever between/amongst the Parties arising under/out of/in connection with this Contract shall be settled in accordance with the aforesaid rules.
- 6.1.3 In case of any dispute(s)/difference(s)/issue(s), a Party shall notify the other Party (ies) in writing about such a dispute(s) / difference(s) / issue(s) between / amongst the Parties and that such a Party wishes to refer the dispute(s)/ difference(s)/issue(s) to Conciliation. Such Invitation for Conciliation shall contain sufficient information as to the dispute(s)/difference(s)/issue(s) to enable the other Party (ies) to be fully informed as to the nature of the dispute(s)/ difference(s) /issue(s), the amount of monetary claim, if any, and apparent cause(s) of action.
- 6.1.4 Conciliation proceedings commence when the other Party(ies) accept(s) the invitation to conciliate and confirmed in writing. If the other Party (ies) reject(s) the invitation, there will be no conciliation proceedings.
- 6.1.5 If the Party initiating conciliation does not receive a reply within thirty days from the date on which he/she sends the invitation, or within such other period of time as specified in the invitation, he/she may elect to treat this as a rejection of the invitation to conciliate. If he/she so elects, he/she shall inform the other Party(ies) accordingly.
- 6.1.6 Where Invitation for Conciliation has been furnished, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Indian 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 go for Arbitration in terms of clause no. 6.2. 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.
- 6.1.7 The cost of Conciliation proceedings including but not limited to fees for Conciliator(s), Airfare, Local Transport, Accommodation, cost towards conference facility etc. shall be borne by the Parties in equal share.
- 6.1.8 The Parties shall freeze claim(s) of interest, if any, and shall not claim the same during the pendency of Conciliation proceedings. The Settlement Agreement, as and when reached/agreed upon, shall be signed between the Parties and Conciliation proceedings shall stand terminated on the date of the Settlement Agreement.

**6.2 ARBITRATION:**

- 6.2.1 If the issues/disputes which cannot be resolved through dispute resolution mechanism pursuant to clause no. 6.1, all disputes such shall be referred to

arbitration by Sole Arbitrator. The Employer shall suggest a panel of three independent and distinguished persons to the /Service Provider to select any one among them to act as the Sole Arbitrator. In the event of failure of the other parties to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and the Employer shall have discretion to proceed with the appointment of the Sole Arbitrator. The decision of Employer on the appointment of the sole arbitrator shall be final and binding on the parties. The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and seat/venue shall be New Delhi, India. Subject to the above, the provisions of Indian Arbitration & Conciliation Act 1996 and the Rules and amendment thereof shall be applicable. All matter relating to this Contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Contractor may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

Notwithstanding anything contained contrary in GCC and other Contract Documents, in case it is found that the Bidder/Service Provider indulged in fraudulent/ coercive practices at the time of bidding or during execution of the contract as mentioned in "Procedure for action in case of Corrupt/ Fraudulent/ Collusive /Coercive Practices", the Service Provider / Bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order for banning.

The Bidder/Service Provider understands and agrees that in such cases of banning, the decision of Employer shall be final and binding on such Bidder/Service Provider and the Arbitration Clause mentioned in the GCC and other Contract Documents shall not be applicable for any issue /dispute arising in the matter.

**6.2.2 SETTLEMENT OF COMMERCIAL DISPUTES BETWEEN PUBLIC SECTOR ENTERPRISE(S) INTER SE AND PUBLIC SECTOR ENTERPRISE(S) AND GOVERNMENT DEPARTMENT (S) THROUGH ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSEs DISPUTES (AMRCD) IN THE DEPARTMENT OF PUBLIC ENTERPRISES:**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE (GM) / FTS-1835 dated 22.05.2018.

**6.3 JURISDICTION:**

6.3.1 The Contract shall be governed by and constructed according to the laws in force in India. The Service Provider hereby submits to the jurisdiction of the Courts situated at New Delhi/Delhi only for the purposes of disputes, actions and proceedings arising out of the Contract and it is agreed that the Courts at New Delhi/Delhi only will have the exclusive jurisdiction to hear and decide such disputes, actions and proceedings.

**6.4 CONTINUANCE OF THE CONTRACT:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

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

**A Definitions:**

A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.

“Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of Contract/ order.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Bidder/Service Provider” is herein after referred as “Agency”

A.6 “Appellate Authority” shall mean Employer’s committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

A.7 “Competent Authority” shall mean the authority, who is competent to take final decision 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:

- a) Whether the management is common;
- b) Majority interest in the management is held by the partners or directors of banned/ suspended agency;
- c) Substantial or majority shares are owned by the banned/ suspended agency and by virtue of this it has a controlling voice.
- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e) All successor agency will also be considered as allied agency.

A.9 "Investigating Agency" shall mean any department or unit of TFL investigating into the conduct of Agency/ party and shall include the Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding TFL's rights of audit or access to information.

**B Actions against bidder(s) indulging in corrupt /fraudulent/ collusive/ coercive practice**

**B.1 Irregularities noticed during the evaluation of the bids:**

If it is observed during bidding process/ bids evaluation stage that a bidder has indulged in corrupt/fraudulent /collusive/coercive practice, the bid of such Bidder (s) shall be rejected and its Earnest Money Deposit (EMD) shall be forfeited.

Further, such agency shall be banned for future business with TFL for a period specified in para B 2.2 below from the date of issue of banning order.

**B.2 Irregularities noticed after award of Contract**

**(i) During execution of contract:**

If an agency, is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, action shall be initiated 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 subsequently it is found otherwise, such acts shall be considered in this category.	06 Months
2	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices	01 year
2.1	If an agency again commits Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity.	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by TFL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

## **C Effect of banning on other ongoing contracts/ tenders**

- C.1 If an Agency is put on Banning, such Agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an Agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the Agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an Agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the Agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the Agency shall not be opened and BG/EMD submitted by the Agency shall be returned to the Agency.
- C.3.3 After opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.

## **D. Procedure for Suspension of Bidder**

### **D.1 Initiation of Suspension**

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

- (i) TFL based on the fact of the case gathered during investigation by them recommend for specific immediate action against the Agency.
- (ii) TFL based on the input from Investigating agency, forward for specific immediate action against the Agency.
- (iii) Non-performance of Bidder/Service Provider 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.

## **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 valued items

However, concerned Engineer-in-Charge /OICs will continue to monitor such cases so as to minimize the impact on Projects/O&M plants due to non performance of Vendors/ Suppliers/Contractors/ Consultants in all such cases.

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

5.1 FOR PROJECTS

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants in case of PROJECTS shall be done immediately with commissioning of any Project.
- ii) On commissioning of any Project, EIC (Engineer-in-charge)/ Project-in-charge shall prepare a Performance Rating Data Sheet (Format at Annexure-1) for all Orders and Contracts.
- iii) Depending upon the Performance Rating, following action shall be initiated by Engineer-in-charge/Project-in-charge:

Sl.No.	Performance Rating	Action
1	POOR	Seek explanation for Poor performance
2	FAIR	Seek explanation for Fair performance
3	GOOD	Letter to the concerned for improving performance in future
4	VERY GOOD	No further action

iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor/ Supplier/Contractor/ Consultant for the following action:

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

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

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

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

**(a) First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.

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

**(c) Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no. 2.17.3 of GCC-Services)

**(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 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 subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.

**(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	<b>POOR</b>	Seek explanation for Poor performance
2.	<b>FAIR</b>	Seek explanation for Fair performance
3	<b>GOOD</b>	Letter to the concerned for improving performance in future.
4	<b>VERY GOOD</b>	No further action

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.

v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

A) Where performance rating is "POOR" (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)

Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

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. 2.17.3 of GCC-Services)

**(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.

**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**

<b>Delivery Period/ Completion Schedule</b>	<b>Delay in Weeks</b>	<b>Marks</b>
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

**1.2 QUALITY PERFORMANCE 40 Marks**

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations $\leq 2$	2 marks
	3. No. of deviations $> 2$	0 marks

**1.3 RELIABILITY PERFORMANCE 20 Marks**

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or	4 marks

	Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
<b>B.</b>	<b>FOR SUPPLIES</b>	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

**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**

<b>Delivery Period/ Completion Schedule</b>	<b>Delay in Weeks</b>	<b>Marks</b>
a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

**1.2 QUALITY PERFORMANCE 40 Marks**

For Normal Cases : No Defects/ No Deviation/ No failure:		40 marks
i) Rejection/Defects	Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases	10 marks
ii) When quality failure endanger system integration and safety of the system	Failure of severe nature	0 marks
	- Moderate nature	5 marks
	- low severe nature	10-25 marks
iii) Number of deviations	1. No deviation	5 marks
	2. No. of deviations $\leq 2$	2 marks
	3. No. of deviations $> 2$	0 marks

**1.3 RELIABILITY PERFORMANCE 20 Marks**

<b>A.</b>	<b>FOR WORKS/CONTRACTS</b>	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or	4 marks

	Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
<b>B.</b>	<b>FOR SUPPLIES</b>	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

### Appendix 3

**FORMAT FOR CONTRACT AGREEMENT**  
(To be executed on non-judicial stamp paper of appropriate value)

DLOA / FOA / GeM 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 Service Provider 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.
- D. 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 Service Provider 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 Service Provider for the Services to be executed by him, the Service Provider hereby covenants with Employer that the Service Provider 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 Service Provider that the Employer will pay to the service provider 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 Service Provider 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 Service Provider does hereby agree to pay such sums as may be due to the Employer for the services rendered by the Employer to the Service Provider, 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 Service Provider that the Service Provider 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 Service Provider) and the Service Provider 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 Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider 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 Service Provider 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. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **SECTION-V**

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

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

### **1.0 GENERAL**

- 1.1 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, Schedule of Rates (SOR) or Bill of Quantity (BOQ) 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 every 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 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.4 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.
- 1.5 The Engineer-In-Charge reserves the right to instruct the contractor to remove or replace any person that the company considers incompetent or unsuitable. The opinion of the OWNER in regarding the competence of any personnel engaged by the contractor shall be final & binding on the contractor.
- 1.6 Neither 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 whosever without obtaining the consent in writing from the OWNER.

### **2.0 LOCATION**

- 2.1 The services are required to be carried out at Talcher Fertilizers Ltd. (TFL) Administrative Building, Township, 132 KV Switchyard, Talcher, PO- Vikrampur, Dist: Angul, Odisha and water intake pump house near brahmani river-nizigarh town, Talcher.
- 2.2 The services will be provided by the contractor at above location which are remote locations, hence bidders are requested to visit the site and accustom themselves with the actual site conditions before quoting the bids.

### **3.0 QUANTITIES**

The quantities mentioned in the "Price Schedule / Schedule of Rates (SOR)/ Bill of Quantity (BOQ)" are indicative only. They may increase or decrease based on actual execution. There is no guarantee for execution of full quantity/ full amount of SOR.

#### **4.0 CONTRACT PERIOD**

The duration of the contract shall be for a period of Twenty Four (24) months from the "Contract Start Date" as mentioned in the Contract order issued through GeM.

#### **5.0 MOBILISATION PERIOD**

Mobilization period shall be Seven (07) days from the date of issuance of Contract Order through GeM Portal.

#### **6.0 MAINTENANCE AIDS, EQUIPMENT, TOOLS AND TACKLES**

CONTRACTOR shall be solely responsible for making available of all requisite equipment, special aids, tools, tackles and appliances suitable for execution of work. Such equipment, tools, tackles & appliances shall be examined prior to using for execution of work. TFL will not be responsible for any damage to equipment, tools, tackles & appliances used by the CONTRACTOR for execution of work. CONTRACTOR shall ensure the safe operating condition of equipment, special aids, tools, tackles and appliances used for execution of work. Any discrepancies pointed out by OWNER shall be immediately get rectified, repaired or the equipment replaced altogether, by CONTRACTOR within a reasonable time frame.

#### **7.0 PERMISSION TO EXECUTE WORK & SAFETY REGULATIONS**

Engineer-In-Charge (EIC) will issue the job card to contractor for each type of individual job. Sample job card is attached for reference. Based on the nature of WORK and use of various types of equipment & tools the CONTRACTOR has to take permission from Engineer In Charge (EIC). The WORK shall be carried out at work place as per safety practices enforced by OWNER and instructions issued by EIC from time to time.

#### **8.0 TERMS OF PAYMENT AND BILLING**

- 8.1 The Contractor shall submit monthly bill along with the work details executed/completed by him for preceding month & item details supplied by him in preceding month with duplicate to the Engineer-In-Charge (EIC).
- 8.2 100% payment will be released for to the contractor within 30 days from the date of submission of error free bills.
- 8.3 In case any damage to TFL's property occurs during the execution of work and/or contract period by the contractor or their employees, then deduction of such amount shall be made from the payable amount under RA bills to the contractor.
- 8.4 Income Tax & other taxes as applicable shall be deducted at source from the contractor's bill as per latest tax rules.
- 8.5 No mobilization advance shall be paid to the contractor.
- 8.6 TFL shall make payments to vendors through RTGS/NEFT and for this the bidder should have an account with any bank so that the payment through e-banking is made to the bidder, in case work is awarded to him. Further, the bidder should give the details of his bank account in any banks to facilitate payment through e-banking in case of award of work to him.

8.7 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.

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

**PAYING AUTHORITY**

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

**9.0 COMPENSATION FOR EXTENDED STAY**

No compensation for extended stay is payable to contractor.

**10.0 NUISANCE**

The contractor or his representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to the owners or occupants or their properties near the site and to the public generally.

**11.0 DEPLOYMENT OF PERSONNEL**

Service Provider shall ensure that his personnel deputed for or in connection with the provision of the services shall be:

- a) Trained, experienced and competent to do the jobs for which they are appointed by the contractor.
- b) Polite, respectful and courteous to all persons with whom they dealt with/ interact in TFL.

**12.0 DEFECT LIABILITY PERIOD**

Defect Liability Period shall be six (06) months from the date of completion of contract.

**13.0 PRICE REDUCTION SCHEDULE**

NOT APPLICABLE

**14.0 DEDUCTIONS ON ACCOUNT OF DEFICIENT SERVICES**

<b>Sr. No.</b>	<b>Job Description</b>	<b>Job Completion time after receiving job card</b>	<b>Deductions for delay in execution of work</b>
1.	Repairing/ fixing of defective components / electrical installations such as switch, socket, holder, fan, regulator, light points including cleaning	24 hours	Deduction of 1% of quoted unit rate per day or part thereof subject to maximum of 10% of quoted rate per job card
2.	Attending no power supply of any installations (Excluding supply of spares & including all consumables)	2 Hours	Deduction of 1% of quoted unit rate per hour or part thereof subject to maximum

Sr. No.	Job Description	Job Completion time after receiving job card	Deductions for delay in execution of work
			of 10% of quoted rate per job card
3.	Checking, testing, installing, repairing, replacing and maintenance of street light fittings located at different location in A.D building, Township, 132 KV Switchyard and Water Intake Pump House.	24 Hours	Deduction of 1% of quoted unit rate per day or part thereof subject to maximum of 10% of quoted rate per job card
4.	Replacement of 1P, 2P, 3P & 4P MCB or ELCB, Kit Kat fusebase unit up to 64 Amp.	24 Hours	Deduction of 1% of quoted unit rate per day or part thereof subject to maximum of 10% of quoted rate per job card
5.	Temporary power supply connection/ disconnection at different location within 30 Mtr. with ELCB or MCB or both as per requirement of safety and protection of connected load.	3 Hours	Deduction of 1% of quoted unit rate per hour or part thereof subject to maximum of 10% of quoted rate per job card
6.	Rewinding of ceiling fan	1 Week	Deduction of 1% of quoted unit rate per week or part thereof subject to maximum of 10% of quoted rate per job card
7.	Ceiling fan overhauling / Greasing / Bearing replacement / New Fan Installation	1 Week	Deduction of 1% of quoted unit rate per week or part thereof subject to maximum of 10% of quoted rate per job card
8.	Supply of Skilled Manpower (Electrician)	24 Hours	Deduction of 1% of quoted unit rate per day or part thereof subject to maximum of 10% of quoted rate per job card
9.	Supply of Semi-skilled Manpower	24 Hours	Deduction of 1% of quoted unit rate per day or part thereof subject to maximum of 10% of quoted rate per job card
10.	Supply of Unskilled Manpower	24 Hours	Deduction of 1% of quoted unit rate per day or part thereof subject to maximum of 10% of quoted rate per job card

#### **15.0 CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT**

Please refer clause no. 38 of ITB (Section III of bidding documents) & BDS.

**16.0 COMPLIANCE WITH STATUTORY REGULATIONS: RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR / INDUSTRIAL LAWS:**

16.1 The contractor has to pay following wage components to the persons engaged by him in TFL:

Sr. No.	Wage components	Rates
1.	Minimum Wage	Minimum Rates of Wages as notified by Central Government or State Government whichever is higher, on the date of floating the tender and subsequently any escalation / de-escalation by the Govt. Notification.
2.	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI) & Administrative Charges	The rates notified by appropriate government under the EPF & MP Act 1952 for contribution and administration of (i) EPF scheme, 1952 & (ii) EPS, 1952 and (iii) EDLI scheme, 1976 prevailing on the day and subsequent amendment if any.
3.	Employee State Insurance (ESI) contribution or Insurance Policy coverage under Employee's Compensation Act, 1923	<p>The rates of contribution as prescribed by the government with specific notification on the date of floating of tender and subsequent changes if any as per government notification.</p> <p>In case the work center is situated, in an ESI non-implemented area/contract workers are drawing salary beyond the prescribed ceiling under ESI, it must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the compensation liability under Employee's Compensation Act, 1923 along with medical liability.</p>
4.	Bonus	Contractor to ensure the minimum bonus within the prescribed frame time i.e. 8 months from the closure of accounting year under the payment of Bonus Act, 1965 and submit proof of payment of bonus.
5.	Death Gratuity	In case of death or disablement of a contract worker during execution of work under the contract, contractor has to pay the gratuity as per provision under the payment of Gratuity Act, 1972 and submit proof of having paid the same.

Sr. No.	Wage components	Rates
6.	Leave wages as per Factories Act / Rules or Shops & Establishment Act of respective State	Earned leave be regulated in terms of Factories Act/Rules framed there under. Other leaves be regulated as per statutory provisions applicable in the state. Contractor to maintain proper record and register as prescribed under statutory provisions.
7.	Overtime for working extra work /Compensatory off (provision for overtime should be made in the contract value as per requirement)	Over time as applicable under Factories Act, 1948 or Shops & Establishment Acts of respective State. Disbursement should be maintained in overtime register prescribed in CL (R&A) Act, 1970.
8.	Maternity Benefit to women contract worker under Maternity Benefit Act, 1961 where ESI Act, 1948 is not applicable.	Contract to regulate the same in line with the provisions under the maternity benefit Act, 1961. In case replacement is provided by the contractor in lieu of the women workers availing maternity leave, her name should not be stuck from the Muster Roll/Attendance Register during the period of Maternity Leave.
9.	Safety Kits & Liveries in terms of safety provisions under Factories Act, 1948 (for workers working in Factories and construction activities)	Cost of safety kit & Liveries in terms of safety provisions under Factories Act, 1948 (for workers working in factories only). The contractor to provide safety kits and liveries (i.e. shirts, trousers socks and safety shoes as per safety norms of TFL) and submit proof of purchase & distribution with TFL.

- 16.2 Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep TFL indemnified against all loses, damages and claims arising thereof.
- 16.3 The personnel engaged by contractor shall be subject to security check by the TFL's security staff while entering/leaving the premises.
- 16.4 Contractor shall have his own PF code no. with the RPF as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme, 1995.
- 16.5 Annual Leave wages shall be allowed to workman as per the provisions of the Factories Act-1948 and rules made thereunder.
- 16.6 The contractor shall have his own ESI code No. allotted by Employee State Insurance Corporation (ESIC) as required under Employee State Insurance Act, 1948.
- 16.7 The contractors shall submit challans cum Returns along with bank receipts / bank statement on monthly basis for the proof of depositing of PF contribution with Provident Fund Authorities and ESI contribution with ESI Authorities.

- 16.8 The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (F&A) Act, 1970, Minimum Wages Act, 1948, Payment of Wages Act, 1936, Workman Compensation Act 1923, Employees' State Insurance Act, 1948 and other relevant Acts, Rules and regulations enforced from time to time.
- 16.9 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by **7th day of the succeeding month (06<sup>th</sup> day if 7<sup>th</sup> is holiday)**.
- 16.10 No contract worker below the age of 18 years shall be deployed on the work.
- 16.11 The contractor shall engage supervisors who shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- 16.12 The personnel to be deputed by the contractor shall observe all security, fire and safety rules of TFL while at the site/work. Further, the assigned Work/Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to the guidelines / instructions issued from time to time.
- 16.13 Contractor has to deploy the personnel with no past criminal records. Also, the contractor has to provide police verification for all the persons deployed by him.
- 16.14 While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc. is violated. The contractor shall indemnify TFL for any action brought against him for violation, non-compliance of any Act, Rules & Regulation of Centre / State/ Local Statutory authorities.
- 16.15 In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify TFL from all such liabilities.
- 16.16 The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil Govt. doctor before engagement.
- 16.17 No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner/TFL will terminate the contract immediately and may refer the case to police.
- 16.18 The contractor hereby agrees to indemnify owner/TFL and harmless from all claims, demands, actions, cost and charges etc. brought by any Court, competent authority / statutory authorities against owner/TFL.
- 16.19 Workmen Compensation shall be regulated as per the provisions of Employee Compensation Act-2010 (earlier known as Workmen Compensation Act. 1923) and as amended from time to time. The contractor shall obtain suitable Employee's Compensation Insurance policy covering the risks of accident at the workplace and injury sustained out of or in course of employment for all contract workman engaged by the contractor as per the provision Employees' Compensation Act, 2010 and rules framed there under.

- 16.20 Contractor shall issue Employment Card to all the contract workers engaged by them in FORM XIV under Rule 76 of Contract Labour (Regulation & Abolition) Act. 1970. FORM XIV for Employment card is attached for reference.
- 16.21 Contractor shall issue wage slip to their respective contract workers in "FORM XIX" under Rule 78 (1) (b) of the Contract Labour (Regulation & Abolition) Act. 1970. FORM XIX for wage slip is attached for reference.
- 16.22 TFL reserves the right to obtain Contractor's services on holidays as well as beyond the specified working hours, by giving prior notice of one date.
- 16.23 The quoted rate shall be firm and valid till the complete execution of the order. No escalation on what-so-ever account shall be paid under this contract. However, reimbursement/refund for variation in rate due to increase/decrease in the minimum wages of manpower shall be payable based on such revision by statutory authorities.
- 16.24 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of the Tender Documents.
- 16.25 The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease.
- 16.26 No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / TFL will terminate the contract immediately and may refer the case to police.
- 16.27 If any statutory approval is required for execution of work, contractor will take the same at their own cost. Contractor will follow all rules and regulations as per labour law, factory act, TFL and any other act / law.
- 16.28 Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of TFL. The cost of the insurance premium amount for the above schemes shall be borne by the contractor giving evidence/ proof to TFL in this respect and Contractor shall suitably consider the same in their bid.
- 16.29 Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

**(PRESCRIBED FORMAT FOR EMPLOYMENT CARD)**

**FORM XIV**  
(See rule 76)  
*Employment Card*

Name and address of contractor.....  
Name and address of establishment in/under which contract is carried on.....  
.....  
Name of work and location of work.....  
Name and address of principal employer  
    1. Name of the workman  
    2. Serial number in the register of workmen employed.....  
    3. Name of employment/designation.....  
    4. Wage rate (with particulars) of unit in case of  
        pieceworks.....  
    5. Wage period  
    6. tenure of employment.....  
    7. Remarks.....  
    8. Signature of Contractor.....  
.....  
*Signature of Contractor.*

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**(PRESCRIBED FORMAT FOR WAGE SLIP)**

**FORM XIX**  
[Set' rule 78(1)(b)]  
**WAGESLIP**

Name and address of Contractor.....	Name and Father's/Husband's name of the workman.....
Name and location of work .....	For the Week/Fortnight/ Month ending.....
1. No. of days worked	.....
2. No. of units worked in case of piece rate workers	.....
3. Rate of daily wages/piece rate	.....
4. Amount of overtime wages	.....
5. Gross wages payable	.....
6. Deductions, if any	.....
7. Net amount of wages paid	.....

Initials of the Contractor or his representative

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**(PRESCRIBED FORMAT OF JOB CARD TO BE ISSUED TO CONTRACTOR BY EIC)**

**JOB CARD**

Name of the CONTRACT:

Name of the CONTRACTOR:

Reference Work Order NO:

Sr. No.	Ref SOR NO	SPECIFIC AREA	TENTATIVE Qty. to be executed		ACTUAL Qty. executed		AHR or Normal
			UNIT	QTY	UNIT	QTY	
1							
2							
3							

NR:- In case of operation of any AHR jobs, EIC approval is required prior to initiation.

**BEFORE STARTING OF JOB**

Date of Issuance of Job Card:-

(Name & Signature of TFL End user)

**EIC CERTIFICATION FOR ISSUANCE  
CARD**

**AFTER COMPLETION OF JOB**

(Name & Sign

# **SECTION-VI**

## **SCOPE OF SERVICES /** **WORK**

### **SCOPE OF WORK / SERVICE FOR ELECTRICAL MAINTENANCE WORKS :**

- 1) Replacement of defective components to be taken up on receiving job card from TFL. All new electrical spares to be supplied & replaced by contractor as per instruction of EIC. On receiving Job card, contractor has to access the requirement and arrange supply items through material requisition slip as approved by EIC. All repair activities including supply of items (if any) to be completed within 24 hrs of receiving Job card.

For breakdown of power supply contractor has to mobilize team immediately & restore the same solely based on verbal intimation. Later the verbal intimation is to be regularized through formal Job card.

- 2) Checking, testing, installing, repairing, replacing & maintenance of street light fittings to be executed within 24hrs. of receiving Job card.
- 3) Replacement of 1P, 2P, 3P, 4P MCB or ELCB (RCCB), Kit Kat fuse base unit up to 64 Ampere to be executed within 24hrs of receiving Job card.
- 4) Temporary power supply connection / disconnection at different location within 30 mtr. & connection of D.B/MCB job will be taken up within 2hrs/3hrs of intimation of job through Job card.
- 5) Preventive maintenance of 415 Volt power distribution board to be done strictly as per instruction of EIC within one week after receiving Job card. Maintenance report to be submitted to EIC as supporting document for record purpose & processing of payment.
- 6) Wiring for with PVC insulated copper wire in 1" PVC conduit/ casing capping or surface cable laying using saddles as reqd. up to 3.5/4C x 4.0 sq. mm inclusive of earth copper wire. Saddle, casing capping, conduit i.e. all consumables are to be supplied by contractor. Wiring to be taken up as instructed by EIC within the time frame to be decided mutually.
- 7) Rewinding of ceiling fan job to be taken up immediately on intimation through job card and ceiling fan to be returned after rewinding within 7 days of receiving Job card. Grade & Gauge of copper coil to be accessed first. Similar grade & size of copper coil to be used for rewinding only. Warranty period of these rewinded fans are 12 months from the date of reinstallation. Removal and reinstallation of ceiling fans will be in scope of contractor.
- 8) Ceiling Fan Overhauling and Bearing replacement to be done within 7 days of receiving Job card.
- 9) Supply and installation of new ceiling & exhaust fan to be done within 3 days of receiving job card.

#### **NOTE:**

- b. All items to be purchased from authorized dealer of preferred make and delivery challan to be submitted to TFL. The rates awarded/ quoted in SOR or BOQ by the bidder shall remain unaltered during the period of contract. Contractor shall submit authorized dealership certificate of the seller/vendor for the spare items of preferred make/ brand to be supplied by him for execution of work as per ANNEXURE-I (PREFERRED MAKE OF SPARE PARTS OR ITEMS TO BE SUPPLIED FOR EXECUTION OF ELECTRICAL WORKS.**

- c. All consumable, tools and tackles are in the scope of contractor. For all above supply & maintenance of jobs, payment will be made as per rate quoted in SOR or BOQ. The job card will be issued to the contractor for the maintenance of individual jobs. Sample Job card is attached for reference.**

**ANNEXURE-I (PREFERRED MAKE OF SPARE PARTS OR ITEMS TO BE SUPPLIED FOR EXECUTION OF ELECTRICAL WORKS)**

Supply of items must be as per preferred make as mentioned below:

Sl. No.	Item Description	Preferred Make/Specifications
	<b>Electrical Items</b>	
1	Supply of GI box 2 mm thick of following size, covered with suitable size phenolic laminated / plastic board.	Havells / Anchor / Cona
1.1	Square board 4" X 4"	Havells/ Anchor/ Cona
1.2	Square board 6" X 4"	Havells/ Anchor/ Cona
1.3	Square board 8" X 6"	Havells/ Anchor/ Cona
1.4	Square board 8" X 10"	Havells/ Anchor/ Cona
1.5	Square board 10" X 12"	Havells/ Anchor/ Cona
2	Supply of 9W LED lamp	Philips / Havells / Halonix / Bajaj / Crompton / Syska
3	Supply of 20W LED fitting	Philips / Havells / Halonix / Bajaj / Crompton / Syska
4	Supply of 18W LED, 6500K Roundtype Ceiling fitting.	Philips / Havells / Halonix / Bajaj / Crompton / Syska
5	Supply of 5A/16A, 1 way switch	Anchor/ Cona/ Havells/ Legrand
6	Supply of 5A/16A, 5 pin plug socket	Anchor/ Cona/ Havells/ Legrand
7	Supply of pendant holder	Anchor/ Cona/ Standard
8	Supply of 40W tube light	Philips/ Havells/ Halonix/ Bajaj/ Anchor/ Crompton
9	Supply of 40W tube light stator	Philips / Havells / Halonix / Bajaj / Crompton
10	Supply of 40W tube light choke	Philips / Havells / Halonix / Bajaj / Crompton
11	LED street light fitting 45 W / 30 W	Philips/ Havells/ Halonix/ Bajaj/ Crescent/Syska
12	LED Tube batten complete with 1 X 20 W tube (T5)	Philips/ Havells/ Halonix/ Bajaj/ Crescent/Syska
13	LED tube batten complete with single 9W tube (T5)	Philips/ Havells/ Halonix/ Bajaj/ Crescent/Syska
14	34W LED flat panel lighting fixture with high brightness LED	Philips/ Havells/ Halonix/ Bajaj/ Crescent/Syska
15	Outdoor Type Bollard Light 12W LED	Philips/ Havells/ Halonix/ Bajaj/ Crescent/Syska
16	300 mm sweep heavy duty exhaust fan with self-opening louvers	Usha/Havells/Bajaj/Almonard
17	Ceiling fan 1400 mm sweep	Usha/Havells/Bajaj/Almonard
18	Ceiling fan 1200 mm sweep	Usha/Havells/Bajaj/Almonard
19	Ceiling fan 600 mm sweep	Usha/Havells/Bajaj/Almonard
20	Supply of 2.5 Sq. mm PVC service cable	Havells/ Anchor/ finolex/ Polycab
21	Supply of 4 Sq. mm PVC service cable	Havells/ Anchor/ finolex/ Polycab
22	Supply of 6 Sq. mm PVC service cable	Havells/ Anchor/ finolex/ Polycab
23	Supply of 1.5 Sq. mm. PVC copper flexible wire	Havells/ Anchor/ finolex/ Polycab
24	Supply of 2.5 Sq. mm. PVC copper flexible wire	Havells/ Anchor/ finolex/ Polycab
25	Supply of 4 Sq. mm. PVC copper flexible wire	Havells/ Anchor/ finolex/ Polycab
26	Fan Regulator	Havells/ Anchor/ Bajaj/ Usha
27	20A A/C box	Havells/ Crompton/ Legrand
28	15A plug top	Anchor/ Cona/ Standard
29	10/20A single pole MCB	L&T/ Siemens/ Anchor/ Legrand

Sl. No.	Item Description	Preferred Make/Specifications
30	Supply of 6201 bearing for ceiling fan	TATA/ SKF / NTN
31	Supply of 6202 bearing for ceiling fan	TATA/ SKF/ NTN
32	Supply of 6203 bearing for ceiling fan	TATA/ SKF/ NTN

**NOTE:**

**Contractor to purchase above items only from authorized dealers/Distributers and to submit original invoice copy to claim dues for purchased items. Payment will be made on actual quantity of material supplied basis. Contractor must provide a standard warranty period as offered by OEM on all the above specified items.**

**ANNEXURE-II (SCOPE OF SERVICE FOR SUPPLY OF MANPOWER)**

1. In supply of skilled manpower contractor has to provide electrician as and when required for various type of maintenance works after receiving Job card. The minimum eligibility of skilled manpower should be ITI/NCVT with minimum two years of work experience in respective fields.
2. In supply of semi-skilled manpower contractor has to provide assistant electrician/helper etc. as and when required for various type of maintenance works after receiving Job card. The minimum eligibility of semi-skilled manpower should be Matriculate/higher secondary with minimum two years of work experience in respective fields.
3. In supply of unskilled manpower contractor has to provide labor to perform activity which are unskilled in nature after receiving Job card.
4. All electrical jobs must be supervised by an electrical supervisor having eligibility not less than diploma in electrical engineering with minimum five years of work experience in relevant fields. Electrical supervisor must have valid electrical supervisor license of level up to 11KV issued by chief electrical inspectorate Govt. of Odisha.
5. Before deployment of all above kind of manpower all requisite qualification & experience certificates have to be submitted to EIC.

**NOTE:**

- i. Definition of skilled, semi-skilled & unskilled labour is as enshrined in **The Gazette of India published on Dt. January 19, 2017 by Ministry of Labour & Employment Government of India.**

**SECTION-VII**

**SCHEDULE OF RATES**  
**(SOR)**

## PREAMBLES TO SCHEDULE OF RATES

1. Bidder shall quote rates (Unit rate & Total amount) for each & every item as specified in SOR. Contract will be awarded on overall lowest price basis to successful bidder who has quoted for all the items mentioned under individual annexures & emerged as lowest among others.
2. Rates quoted in the SOR sheet shall remain firm and fixed during contract duration and no escalation on whatsoever account shall be entertained unless it is stated specifically anywhere in the bidding document.
3. The Bidders shall note that the quantities of the items mentioned in SOR are tentative/ indicative only based on consumption/execution pattern in previous year. Quantity of individual item of SOR may vary to any extent based on actual execution. TFL does not guarantee for execution of any minimum quantity for any SOR item. However, payment shall be made to contractor as per actual executed/consumed quantity of SOR on certification of bills by Engineer In Charge (EIC).
4. The Contractor / Consultant confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its SCHEDULE OF RATES. In case, FIRM has not included any such taxes, duties, levies etc., at all and/or at prevailing rates and FIRM 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.
5. The Unit Rates of all SOR items 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. supervision cost, wages, overtime, leave, bonus, increment, insurance, expense on safety gadgets, tools & tackles, PF contribution, paid holiday, accommodation, transportation, profit & overhead, all other statutory payments, consumables / non-consumables etc. required for smooth execution of the contract.
6. **Bidder is to note that the total amount as derived in the Schedule of Rates is to be filled up in the GeM. (In other words, the total amount in GeM should match the total amount as derived in the Schedule of Rates)**
7. Bidder has to quote rate including applicable GST (Whether RCM/FCM/unregistered/Registered).
8. Bidder has to indicate applicable GST rate in Agreed terms & conditions (F-5).
9. Bidder has to assess themselves regarding quoted total offer price. TFL shall not be responsible for any mistake done by bidder on GeM portal.

Illustration :-

- (ii) Suppose, as per working of bidder, the total amount as per SOR/BOQ works out to Rs 30000/- including GST. Then bidder must quote Rs 30000/- including applicable GST in GeM Portal.

Above example for only illustration purpose. However, bidder has to assess themselves regarding quoted total offer price on GeM portal. TFL shall not be responsible for any mistake done by bidder on GeM portal.

**SCHEDULE OF RATES (SOR)**

SI No.	Item Description	Unit of Measurement (UOM)	Qty.	Unit Rate including all taxes & duties except GST (in INR)	Total Amount including all taxes & duties except GST (in INR)	Applicable GST		Total Amount including GST (in INR)
				(In Figures)		%	Applicable amount (in INR)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (5) + (8)
<b>ANNEXURE-I: ELECTRICAL MAINTENANCE WORKS</b>								
1	Repairing/ fixing of defective components/ electrical installations such as switch, socket, holder, fan, regulator, light points including cleaning and attending no power supply of any installations (Excluding supply of spares and including all consumables)	Nos.	1400					
2	Checking, Testing, Installing, Repairing, replacing and maintenance of street light fittings located at different locations in A.D building & qtrs.	Nos.	120					
3	Replacement of 1 or 2 pole MCB, Kit kat fuse base unit up to 64 amp	Nos.	50					
4	Temporary power supply connection / disconnection at different location within 30 mtr & connection of D.B / MCB	Nos.	60					
5	Wiring for with PVC insulated copper wire in 1" PVC conduit/ casing capping (supply of wire or cable extra) or surface cable laying using	Nos.	800					

SI No.	Item Description	Unit of Measurement (UOM)	Qty.	Unit Rate including all taxes & duties except GST (in INR)	Total Amount including all taxes & duties except GST (in INR)	Applicable GST		Total Amount including GST (in INR)
				(In Figures)		%	Applicable amount (in INR)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (5) + (8)
	saddles as reqd. up to 3 x 4.0 sq.mm inclusive of earth copper wire. (saddle, casing capping, conduit is to be supplied by contractor)							
6	Re winding of ceiling fan	Nos.	10					
7	Ceiling fan Over hauling / Greasing, Bearing replacement	Nos.	20					

**ANNEXURE-II: ITEMS TO BE SUPPLIED FOR EXECUTION OF ELECTRICAL WORKS**

1	ELECTRICAL ITEMS Supply of GI box 2 mm thick of following size, covered with suitable size phenolic laminated / plastic board. Square board 4" X 4"	Nos.	15					
2	ELECTRICAL ITEMS Supply of GI box 2 mm thick of following size, covered with suitable size phenolic laminated / plastic board. Square board 6" X 4"	Nos.	15					
3	ELECTRICAL ITEMS Supply of GI box 2 mm thick of following size, covered with suitable size phenolic laminated / plastic board. Square board 8" X 6"	Nos.	25					
4	ELECTRICAL ITEMS Supply of GI	Nos.	25					

SI No.	Item Description	Unit of Measurement (UOM)	Qty.	Unit Rate including all taxes & duties except GST (in INR)	Total Amount including all taxes & duties except GST (in INR)	Applicable GST		Total Amount including GST (in INR)
				(In Figures)		%	Applicable amount (in INR)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (5) + (8)
	box 2 mm thick of following size, covered with suitable size phenolic laminated / plastic board. Square board 8" X 10"							
5	ELECTRICAL ITEMS Supply of GI box 2 mm thick of following size, covered with suitable size phenolic laminated / plastic board. Square board 10" X 12"	Nos.	25					
6	ELECTRICAL ITEMS Supply of 9W LED Lamp	Nos.	250					
7	ELECTRICAL ITEMS Supply of 20 W LED Fitting	Nos.	250					
8	ELECTRICAL ITEMS Supply of 18 W LED, 6500K Round type Ceiling Fitting	Nos.	25					
9	ELECTRICAL ITEMS Supply of 16/5A, 1 way switch	Nos.	125					
10	ELECTRICAL ITEMS Supply of 16/5A, 5 pin plug socket	Nos.	125					
11	ELECTRICAL ITEMS Supply of pendant holder	Nos.	50					
12	ELECTRICAL ITEMS Supply of 40W tube light	Nos.	63					
13	ELECTRICAL ITEMS Supply of 40W tube light starter	Nos.	63					
14	ELECTRICAL ITEMS Supply of 40W tube light choke	Nos.	13					

SI No.	Item Description	Unit of Measurement (UOM)	Qty.	Unit Rate including all taxes & duties except GST (in INR)	Total Amount including all taxes & duties except GST (in INR)	Applicable GST		Total Amount including GST (in INR)
				(In Figures)		%	Applicable amount (in INR)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (5) + (8)
15	ELECTRICAL ITEMS LED street light fitting 45 W/30 W	Nos.	75					
16	ELECTRICAL ITEMS Supply of 90 W LED street light fitting	Nos.	25					
17	ELECTRICAL ITEMS Supply of 2.5 Sq. mm. PVC service cable	Nos.	10					
18	ELECTRICAL ITEMS Supply of 4 Sq. mm. PVC service cable	Nos.	10					
19	ELECTRICAL ITEMS Supply of 6 Sq.mm. PVC service cable	Nos.	10					
20	ELECTRICAL ITEMS Supply of 1.5 Sq. mm. PVC single core copper wire	Nos.	10					
21	ELECTRICAL ITEMS Supply of 2.5 Sq. mm. PVC single core copper wire	Nos.	10					
22	ELECTRICAL ITEMS Supply of 4 Sq.mm. PVC single core copper wire	Nos.	10					
23	ELECTRICAL ITEMS Fan Regulator	Nos.	25					
24	ELECTRICAL ITEMS 20A A/C box	Nos.	25					
25	ELECTRICAL ITEMS 15A plug top	Nos.	50					
26	ELECTRICAL ITEMS 10/20A single pole MCB	Nos.	50					
27	ELECTRICAL ITEMS 2P 63A RCCB 30 ma	Nos.	8					
28	ELECTRICAL ITEMS 2P MCB 16/20/25/32 A	Nos.	100					

SI No.	Item Description	Unit of Measurement (UOM)	Qty.	Unit Rate including all taxes & duties except GST (in INR)	Total Amount including all taxes & duties except GST (in INR)	Applicable GST		Total Amount including GST (in INR)
				(In Figures)		%	Applicable amount (in INR)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (5) + (8)
29	ELECTRICAL ITEMS LED tube batten complete with 1X20W tube (T5)	Nos.	58					
30	ELECTRICAL ITEMS LED tube batten complete with single 9W tube (T5)	Nos.	50					
31	ELECTRICAL ITEMS 34 W LED flat panel lighting fixture with high brightness LED	Nos.	63					
32	ELECTRICAL ITEMS Outdoor Type Bollard Light 12 W LED	Nos.	10					
33	ELECTRICAL ITEMS 300 mm. sweep heavy duty exhaust fan with self-opening louvers	Nos.	13					
34	ELECTRICAL ITEMS Ceiling fan 1400 mm sweep	Nos.	13					
35	ELECTRICAL ITEMS Ceiling fan 1200 mm sweep	Nos.	13					
36	ELECTRICAL ITEMS Ceiling fan 600 mm sweep	Nos.	5					

SI No.	Item Description	Unit of Measurement (UOM)	Qty.	Unit Rate including all taxes & duties except GST (in INR)	Total Amount including all taxes & duties except GST (in INR)	Applicable GST		Total Amount including GST (in INR)
				(In Figures)		%	Applicable amount (in INR)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (5) + (8)
<b>ANNEXURE-III: SUPPLY OF MANPOWER</b>								
1	MAN POWER SUPPLY [Supply of Semi- Skilled Manpower]	Man day	35					
2	MAN POWER SUPPLY [Supply of Unskilled Manpower]	Man day	42					
<b>TOTAL AMOUNT (INCLUDING APPLICABLE GST)</b>								

Date:

Signature of authorized person submitting the tender

Place:

.....

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