

NOTICE INVITING TENDER

FOR

**ENGAGEMENT OF AGENCY FOR ROUTE SURVEY FOR ASH
DISPOSAL THROUGH PIPELINE & COAL CONVEYING THROUGH BELT CONVEYER
SYSTEM FOR COAL TRANSPORTATION FOR TALCHER FERTILIZERS LIMITED
TALCHER, ODISHA.**

(NIT No: PNMM/PC-183/E-4015/NCB DATED 02.09.2022)



TALCHER FERTILIZERS LIMITED

**[A JOINT VENTURE OF M/s GAIL (INDIA) LIMITED (GAIL), M/s RASHTRIYA CHEMICALS
& FERTILIZERS LTD. (RCF), M/s COAL INDIA LTD. (CIL),
& M/s FERTILIZER CORPORATION OF INDIA LTD (FCIL)]**

ISSUED BY



**PROJECTS & DEVELOPMENT INDIA LTD.
(A Govt. Of India Enterprise)
PDIL BHAWAN, A-14, Sector-1,**



02.09.2022

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SECTION-I

"INVITATION FOR BID (IFB)"

(Open Tender through E-Tendering)

Ref. No. : PNMM/PC-183/E-4015/NCB

Date: 02.09.2022

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR ENGAGEMENT OF AGENCY FOR ROUTE SURVEY FOR ASH DISPOSAL THROUGH PIPELINE & COAL CONVEYING THROUGH BELT CONVEYER SYSTEM FOR COAL TRANSPORTATION FOR TALCHER FERTILIZERS LIMITED TALCHER, ODISHA.

Dear Sir/Madam,

- 1.0 GAIL (India) Limited (GAIL), Rashtriya Chemicals & Fertilizers Limited (RCF), Coal India Limited (CIL) and Fertilizer Corporation of India Limited (FCIL) have formed a Joint Venture company in the name of Talcher Fertilizers Limited (TFL) hereinafter also referred to as "Owner", intends to *Engagement of Agency For Route Survey For Ash Disposal Through Pipeline & Coal Conveying Through Belt Conveyer System For Coal Transportation For Talcher Fertilizers Limited Talcher, Odisha.*
- 1.2 GAIL (India) Limited is a Public Sector Unit under the Ministry of Petroleum & Natural Gas and Rashtriya Chemicals & Fertilizers Limited (RCF) & Fertilizer Corporation of India Limited (FCIL) are two Public Sector Units under the Ministry of Chemicals & Fertilizers and Coal India Limited (CIL) is a Public Sector Unit under the Ministry of Coal, Govt. of India.
- 1.3 Projects and Development India Limited (PDIL), hereinafter referred to as CONSULTANT on behalf of M/s Talcher Fertilizers Ltd. (TFL), hereinafter referred as OWNER, has the pleasure of inviting bids from domestic bidders to submit Bid ONLINE through Central Public Procurement (CPP) Portal under Single Stage Two Bid System, for the subject works.
- 2.0 The brief details of the tender are as under:

(A)	NAME OF JOB/ BRIEF SCOPE OF WORK	ENGAGEMENT OF AGENCY FOR ROUTE SURVEY FOR ASH DISPOSAL THROUGH PIPELINE & COAL CONVEYING THROUGH BELT CONVEYER SYSTEM FOR COAL TRANSPORTATION FOR TALCHER FERTILIZERS LIMITED TALCHER, ODISHA.				
(B)	TENDER NO. & DATE	PNMM/PC-183/E-4015/NCB DATED 02.09.2022				
(C)	TYPE OF BIDDING SYSTEM	<table border="1"><tr><td>SINGLE BID SYSTEM</td><td style="text-align: center;">X</td></tr><tr><td>TWO BID SYSTEM</td><td style="text-align: center;">√</td></tr></table>	SINGLE BID SYSTEM	X	TWO BID SYSTEM	√
SINGLE BID SYSTEM	X					
TWO BID SYSTEM	√					
(D)	TYPE OF TENDER	<table border="1"><tr><td>E-TENDER</td><td style="text-align: center;">√</td></tr></table>	E-TENDER	√		
E-TENDER	√					

		MANUAL TENDER	X
(E)	COMPLETION/CONTRACT PERIOD	Please Refer Clause 2.0 of Special Conditions of Contract.	
(F)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	i. CPP Portal (https://eprocure.gov.in/eprocure/app) ii. TFL (http://tflonline.co.in) iii. PDIL (https://www.pdilin.com)	
(G)	BID EVALUATION CRITERIA (BEC)	APPLICABLE	√
		NOT APPLICABLE	X
(H)	LAST DATE OF RECEIPT OF BIDDER'S PRE-BID QUERIES	07.09.2022	
(I)	PRE-BID MEETING		
i.	DATE, TIME & VENUE OF PRE-BID MEETING	Date : 09.09.2022 Time : 11:30 hrs.(IST) Venue : (Through Video Conferencing)	
ii.	PRE-BID MEETING LINK	Click here to join the meeting	
(J)	BID SUBMISSION START DATE	Date : 16.09.2022 Time : 15:00 Hrs	
(K)	DUE DATE & TIME OF BID-SUBMISSION	Date : 23.09.2022 Time : 15:00 Hrs	
(L)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 24.09.2022 Time : 15:00 Hrs	
(M)	Address for Communication:		
(i)	PDIL	M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India) Kind Attention: Mrs. Anjali Thakur - Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063 E-mail : anjali@pdilin.com alam@pdilin.com	
(ii)	TFL	M/s Talcher Fertilizers Ltd. (TFL), C/O GAIL Training Institute, PARC Building, Plot No. 24, Sector-16A, Film City, Noida District – G.B. Nagar, U.P. - 201301	

		Kind Attention : Mr. Satyabrata Mishra General Manager (Projects) Tel No. : +91-9927339444 E-mail : smishra@gail.co.in; mannapaul@gail.co.in
(N)	Original Documents to be submitted at	Projects & Development India Limited, (Materials Management Department) P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India) Kind Attention: Mrs. Anjali Thakur, Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063. E-mail : anjali@pdilin.com
(O)	Contact Person for Site visit	M/s Talcher Fertilizers Ltd. (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode-759106, Odisha Kind Attention: Mr. Satyabrata Mishra, General Manager (Projects) Tel No. : +91- 9927339444 E-mail : smishra@gail.co.in

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 10 of ITB depending upon Type of Tender as mentioned at Clause no. 2.0 (D) of IFB. The IFB is an integral and inseparable part of the Tender Document.
- 4.0 Being an e-tendering process, the following documents in addition to uploading its scanned copy(ies) in the bid on CPP e-Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date to the address mentioned in Bid Data Sheet(BDS):
- Power of Attorney
 - Declaration for Bid Security
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 The Tender Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
- 8.0 Clarification(s)/Corrigendum(s) if any shall also be available on above referred websites. Any revision, clarification, addendum, corrigendum, time extension, etc. to

this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.

- 9.0 All the bidders including those who are not willing to submit their bid are required to submit F-4 (Acknowledgement cum Consent letter) duly filled within 7 days from receipt of tender information.
- 10.0 The bidder shall submit the bid ONLINE through Central Public Procurement (CPP) Portal. Bids complete in all respects should be uploaded in the CPP portal on or before the Bid Due Date and time mentioned in at SI No. 2(K) above. Bids through Post/ Fax / E-mail /CD/ any other mode other than that specified in NIT will not be accepted.
- 11.0 TFL/PDIL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.
- 12.0 Procurement through GeM in future by TFL

Government of India has introduced an online procurement portal – 'Government e-Marketplace (GeM)' with the aim to transform the way in which public procurement of goods and services is done by the Government Ministries/Departments, PSUs, autonomous bodies etc. GeM aims to enhance transparency, efficiency and speed in public procurement.

TFL is already registered on GeM and have started procurement through GeM. You are, therefore, requested to kindly register your organization and your products on GeM at the earliest. The detailed process of registration is available on GeM Portal (i.e. <https://gem.gov.in/>).

This is not an Order.

Thanking You



(Anjali Thakur)
Dy. General Manager (M.M)
Projects & Development India Limited
Tel No. : +91-120-2544063
E-mail : anjali@pdilin.com

DO NOT OPEN - THIS IS A QUOTATION

PHYSICAL DOCUMENTS

Bid Document No. :

Description : ENGAGEMENT OF AGENCY FOR ROUTE SURVEY FOR ASH DISPOSAL THROUGH PIPELINE & COAL CONVEYING THROUGH BELT CONVEYER SYSTEM FOR COAL TRANSPORTATION FOR TALCHER FERTILIZERS LIMITED TALCHER, ODISHA.

Due Date& Time :

From:	To: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India) Kind Attention: Mrs. Anjali Thakur, Dy. General Manager (M.M)
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(To be pasted on the envelope containing Physical documents i.e. Power of Attorney& Declaration for Bid Security)



SECTION-II

1. BID EVALUATION CRITERIA

i. Technical Criteria:

The bidder must have completed one job of Route Survey (which must include Cadastral Survey) for a route of minimum length of 10.5 KM **OR** minimum completed job of Rs. 8.69 Lakh (including taxes), under a single contract during the last Seven (7) Years reckoned from the original bid opening date.

Note:

To meet the Technical Criteria 3 (i) above, only work executed under a single contract is acceptable. In case bidder has executed and completed composite job which includes the qualifying job stated above, then such qualifying job/value out of the total composite job shall be considered for the purpose of qualification of BEC.

Notes for (i) above:

- a) A Job executed by a bidder for its own in-house purpose/ sister concern/ subsidiary cannot be considered as experience for the purpose of meeting BEC.
- b) The bidder must submit the completion certificate/acceptance certificate issued by Order issuing authority/end user/ owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of job in all aspects.
- c) Only documents (Work order, completion certificate, execution certificate etc.) which have been referred /specified in the bid shall be considered in reply to the queries during evaluation of bids.
- d) 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.
- e) Experience of bidder acquired as a sub-contractor is acceptable against submission of certificate from end user by such bidder along with other specified documents.

Bids from Consortium / Joint Venture shall not be accepted.

ii. **Applicability of Policy for providing preference to Domestically manufactured Iron & Steel products**

Not Applicable for this tender

iii. **Financial Criteria**

Not Applicable

iv. **General Notes**

Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in a currency other than INR, 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 for this Tender
- (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>

v. **BEC for STARTUPS**

Prior experience criteria as mentioned in above shall not be applicable for start-ups [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 .

Wherever the “Certificate of Recognition” is stipulating the domain of startup, the domain of startup is 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.

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.

2. **Documents to be submitted for Compliance to BEC:**

i. **Technical Criteria of BEC:**

To meet the criteria of 3 (i) above, Bidder must submit copy of Detailed Letter of Acceptance (DLOA)/ Work Order/relevant extract of work Order/ Contract Agreement along with detailed scope of work and Completion/ Acceptance Certificate. Such certificate shall be issued by Owner/End user/Work order issuing authority.

The Detailed Letter of Acceptance (DLOA)/ Work Order/ Contract Agreement inter alia include Scope of work, completion time, contract value, etc. Similarly, the Completion Certificate must clearly indicate reference of relevant work Order/ DLOA/ Contract Agreement, Name of Work, Contract Value/ Route Length, Completed Order Value and date of Completion/ Commissioning.

In cases where bidder has executed the work as a sub-contractor, such Completion certificate [for compliance to 3 (i)] 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.

ii. Financial Criteria:

Not applicable for this Tender

iii. Bidder shall submit Checklist as per prescribed format in respect of documents to be submitted by bidder towards BEC

3. Authentication of documents submitted against BEC:

i. Technical BEC:

Not applicable for this tender.

ii. Financial BEC

Not applicable for this Tender

4. Evaluation Methodology:

The subject work is indivisible and complete work shall be awarded to successful overall lowest bidder as per evaluation methodology described below.

- i. Total Lump sum quoted price as per SOR inclusive of all taxes & duties including GST.
- ii. In case any cess on GST is applicable, same shall also be considered in evaluation.
- iii. In case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue).
- iv. The Price Evaluation will be subject to applicability of Purchase Preference Policies as mentioned in the tender document.

5. Applicability of Public Procurement (Make in India) Policy

The said policy shall be applicable for this package. Further, as the work is non divisible/non-splittable, therefore, the relevant provisions of policy shall be applicable. The minimum local content and all other provisions shall be as per Public Procurement (Make in India) Policy latest policy no. P-45021/2/2017-PP (BE-II) dated 16th September, 2020 or as updated from time to time.

6. Applicability of purchase preference of MSE's

Considering that the subject work falls under "Consultancy Service", Purchase preference to MSE's Bidders shall be applicable as per government guidelines.

SECTION-III

INSTRUCTION TO BIDDERS

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

INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1. SCOPE OF BID

- 1.1 The Employer/Client as defined in the "Bidding Data Sheet [BDS]", wishes to receive Bids as described in the Invitation For Bid (the "**Tender Document /Bid Document**") issued by Employer. Employer/Owner/Client occurring herein under shall be considered synonymous.
- 1.2 Scope of Bid: The Scope of Work/ Terms of Reference 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' 'Proposal' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2. ELIGIBLE BIDDERS

- 2.1 Provision for procurement from a bidder which shares a land border with India has been attached as **Annexure-VI** herewith.
- 2.2 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 35" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.3 The Bidder is not put on 'Holiday' by TFL or Public Sector Consultant (like EIL, MECON only due to "poor performance" or "corrupt and fraudulent practices") or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. 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 or the Ministry of Chemicals & Fertilizers

If the Tender Documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award. Further, the Bidder should not be under any liquidation, court receivership or similar proceedings on due date of submission of bid.

In case of change in status of above declaration prior to award of contract and during execution, it shall be bidder's sole responsibility to inform the same to TFL on immediate basis. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 35 of ITB.

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

It shall be the sole responsibility of the bidder to inform TFL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no.35 of ITB.

- 2.5 It is Bidder's responsibility to meet the Bid Evaluation Criteria (BEC), and also to furnish all necessary supporting documentary evidence in support of the tender requirement.

2.6 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. Any consequence resulting due to such signing shall be binding on the Bidder.

- (l) 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.

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

- 2.7 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. **ONE BID PER BIDDER**

- 3.1 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.
- 3.2 More than one bid means bid(s) by bidder(s) having same Proprietor / Partners / Limited Liability Partner in any other Bidder (s). Further, more than one bids shall also include two or more bidders having common power of attorney holder.

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

- 3.3 Alternative Bids shall not be considered.
- 3.4 The provisions mentioned at sl. no. 3.1 and 3.2 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.

(Note: BIDS FROM "JOINT VENTURE"/"CONSORTIUM"- NOT APPLICABLE)

4. **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.

5. SITE VISIT

- 5.1 The Bidder is advised to visit and examine the site of job and its surroundings, obtain all information that may be necessary for preparing the Bid and entering into a Contract, on its own costs.

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.

- 5.2 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

6. CONTENTS OF TENDER DOCUMENTS

- 6.1 The contents of Bidding Documents / Tender Documents are those stated below and should be read in conjunction with any 'Addendum / Corrigendum' issued in accordance with "ITB: Clause-8":

- Section-I : Invitation for Bid [IFB]
- Section-II : Bid Evaluation Criteria & Evaluation methodology
- Section-III : Instructions to Bidders [ITB] with Annexures & Formats
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Technical Scope / Scope of Work
- Section-VII : Schedule of Rates

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

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

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

7. CLARIFICATION OF TENDER DOCUMENTS

- 7.1 In case of any clarification(s) on the Tender Documents, the prospective Bidder should furnish relevant format duly filled properly and mentioning the query(ies) to Authorized Signatory in writing or by fax or email 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 case of No pre-bid meeting is scheduled). TFL reserves the right to ignore the bidders clarification if received after the aforesaid period. TFL may respond in writing to the request for relevant clarification(s). TFL's response to such query, but

without identifying the source of the query will be uploaded on TFL's tendering web site /portal and also shall be communicated to prospective bidders by e-mail/ fax.

- 7.2 Any clarification not received by the Employer within time period, is liable to be considered as "no clarification / information required".

8. AMENDMENT OF TENDER DOCUMENTS

- 8.1 At any time prior to the 'Bid Due Date', Owner 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 addenda/ corrigendum.
- 8.2 Any addendum/ corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on the websites where Tender Document was uploaded. Bidders have to take into account all such addendum/ corrigendum before submitting their Bid.
- 8.3 If consider necessary, TFL may extend the date of submissions of Bid in case any amendment is issued.

[C] – PREPARATION OF BIDS

9. LANGUAGE OF BID:

All the contents of the bid as prepared by the Bidder and all correspondence(s) shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation as per instructions mentioned in Section-II. Metric measurement system shall be applied.

10. DOCUMENTS COMPRISING THE BID

10.1 Deleted

- 10.2 Bidders are requested to refer instructions for participating in E-Tendering enclosed herewith as Annexure-III to Section-III and the ready reckoner for bidders available in <https://eprocure.gov.in/eprocure/app>. Bids submitted manually shall be rejected, the bids must be submitted on E-tendering website of CPP portal (<https://eprocure.gov.in/eprocure/app>) comprising following documents:-

10.2.1 PART-I: "TECHNO-COMMERCIAL/UN-PRICED BID" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) As a confirmation that the prices are quoted in requisite format complying with the requirements copy of Schedule of Rate (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item.
- (d) 'Letter of Authority' on the Letter Head, as per 'Form F-2'
- (e) Relevant 'Agreed Terms and Conditions', as per 'Form F-3'
- (f) 'Acknowledgement cum Consent Letter', as per 'Form F-4'
- (g) Checklist for Bid Evaluation Criteria (BEC) qualifying documents for bidder as per 'Form F-18'
- (h) Deleted
- (i) Power of Attorney /copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.6 of ITB

- (j) Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form 1 and Form-2 attached with Annexure VI.
- (k) All forms and Formats including Annexures.
- (l) Power of Attorney (F-14).
- (m) Integrity Pact (F-15)-Not Applicable for this tender
- (n) Tender Document along with all Amendments/Corrigendum/Addendum, if any duly signed/ digitally signed by the Authorized Signatory.
- (o) Additional document specified in Bidding Data Sheet (BDS).
- (p) Any other information/details required as per Tender Document
- (q) Declaration for Bid Security as per provision of ITB.
- (r) Undertaking as per Form-1 to Annexure-V to Section-III by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (s) Declaration by bidder as per Form-I and Form-II of Annexure-V.

Further, Bidders must submit the original " Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document (as per clause no.4.0 of IFB, Section-I) to the address mentioned in IFB, in a sealed envelope, super scribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

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

10.2.2 PART-II: PRICE BID

The Prices are to be filled strictly in the Schedule of Rate of the Tender Documents and provision mentioned below and to uploaded in SOR attachment/Conditions of E-tendering portal.

- i. The Prices are to be submitted strictly as per the Schedule of Rate of the Tender Documents. TFL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii. Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format 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 "Schedule of Rates (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.

11.0 **SCHEDULE OF RATES / BID PRICES**

- 11.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole Scope of Work 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 except **GST (CGST & SGST/UTGST or IGST)**.
- 11.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 11.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works 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.
- 11.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder. Bidder shall indicate applicable rate of GST (CGST & SGST/ UTGST or IGST) in SOR.
- 11.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account.
- 11.6 Further, Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in Agreed Terms & Conditions.

12 **GST (CGST & SGST/ UTGST or IGST)**

- 12.1 Bidders are required to mention the GST Registration number in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable
- 12.2 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 tax 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, TFL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 12.3 In case CBIC (Central Board of Indirect Taxes and Customs)/ any equivalent Central Government agency/ State Government agency brings to the notice of TFL that the Supplier of Goods / Services (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 a 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.

- 12.4 For statutory variation in GST (CGST & SGST/UTGST or IGST), please refer clause no. 8.0 of GCC (Section IV of NIT)
- 12.5 TFL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Contractor at actuals against submission of Tax Invoices as per format specified in rules/ regulation of GST, subject to any statutory variations, except variations arising due to change in turnover.
- 12.6 TFL will prefer to deal with registered Contractor 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, their prices will be loaded with applicable GST (**CGST & SGST/UTGST or IGST**) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue).

- 12.7 In case TFL is required to pay entire/certain portion of applicable **GST (CGST & SGST/UTGST or IGST)** and remaining portion, if any, is to be deposited by Bidder directly as per **GST (CGST & SGST/UTGST or IGST)** laws, entire applicable rate/amount of **GST (CGST & SGST/UTGST or IGST)** to be indicated by bidder in the SOR.

Where TFL has the obligation to discharge **GST (CGST & SGST/UTGST or IGST)** liability under reverse charge mechanism and TFL has paid or is /liable to pay **GST (CGST & SGST/UTGST or IGST)** to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to TFL or ITC with respect to such payments is not available to TFL for any reason which is not attributable to TFL, then TFL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by TFL to Contractor.

12.8 RECONCILIATION BETWEEN GSTR 2A AND INPUT TAX CREDIT

Supplier 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 Bidder under this contract or under any other contract.

In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority/ any equivalent government agency brings to the notice of TFL that the Bidder has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from TFL to the government exchequer, then, that Bidder shall be put under Holiday list of OWNER for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ / Bidders/Contractor. This action will be in addition to the right of recovery of financial implication arising on TFL.

- 12.9 The amount of statutory levies like, CGST, SGST & IGST will be released when the same will appear in the GSTR-2A of OWNER, in the common portal of GST and Bidder has filed the valid return in accordance with the provisions of the GST act and the rules made thereunder. If, input tax credit is not available to OWNER for any reason attributable to the bidder, then OWNER shall not be obligatory or liable to pay

or reimburse GST claimed in invoice and shall be entitled to deduct /setoff/ recover such GST together with all the penalty and interest if any, against any amount paid or payable to bidder. Further in this case, OWNER reserves the right to upload the name of such defaulter on the Company website and may also consider for putting under Holiday list of OWNER for period of six months as mentioned in Procedure for Evaluation of Performance of Vendors/ Suppliers/ / Bidders/Contractor.

12.10 **Anti-profiteering clause**

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

12.11 In case the GST rating of vendor 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 work, then TFL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by TFL.

12.12 The Contractor shall mention the particulars of Talcher Fertilizers Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of Talcher Fertilizers Limited are required to be mentioned, under GST rules/ regulations, the same shall also be mentioned on the Invoice.

12.13 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters zero GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the quoted GST rate. No request for change in GST will be entertained after submission of bids. In case GST column is left blank in the SOR, the quoted prices shall be considered as "Inclusive of GST" and evaluation shall be done accordingly.

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.

12.14 The Contractor confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its SCHEDULE OF RATES. In case, Contractor has not included any such taxes, duties, levies etc., at all and/or at prevailing rates and Contractor has to pay such taxes, duties, levies etc., OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to Contractor.

12.15 Wherever TDS under GST Laws has been deducted from the Tax invoices raised / payments made to the Contractor, as per the provisions of the GST law / Rules, Vendors should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Vendors should also

download the GST TDS certificate from GST common portal (reference path: Services>User Services> View/Download Certificates option).

- 12.16 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the Contractor on submission of copy of notification(s) issued from State/ Central Govt. Authorities along with documentary evidence for proof of payment of such taxes & duties, but only after ascertaining it's applicability with respect to the Contract.
- 12.17 **Provision w.r.t. E- Invoicing requirement as per GST laws:** Contractor(s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by TFL as no ITC is allowed on such invoices.

Therefore, all the payments to such Contractor 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 Contractor(s) with requisite details.

If input tax credit is not available to TFL for any reason attributable to Contractor (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 Contractor under this contract or under any other contract.

To ensure compliance, undertaking in requisite format is to be submitted by Contractor as per format enclosed at Form F-10 along with documents for release of payment.

13 **BID CURRENCIES:**

The prices are to be quoted in Indian Rupees only.

14 **BID VALIDITY**

- 14.1 Bids shall be kept valid for period specified in BDS from the final Due date of submission of bid'. A Bid valid for a shorter period may be rejected by TFL as 'non-responsive'.
- 14.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by fax/email. A Bidder may refuse the request. A Bidder agreeing to the request will not be required or permitted to modify his Bid.

15 **PRE-BID MEETING (IF APPLICABLE)**

- 15.1 The Bidder(s) or his designated representatives are invited to attend a "Pre-Bid Meeting" which will be held through video conferencing only. The bidder shall send the list of representatives (not more than two) with their email IDs (on which meeting link will be sent) who wishes to attend the Pre Bid meeting to PDIL, at least two days before the scheduled Pre-bid meeting.
- 15.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.
- 15.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on e-tendering website against the Tender. Any modification of the Contents of Tender Documents listed in "ITB: Clause-6.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Addendum / Corrigendum pursuant to "ITB: Clause-8", and not through the minutes of the Pre-Bid Meeting.
- 15.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

16 **FORMAT AND SIGNING OF BID**

- 16.1 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.
- 16.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.
- 16.3 Digitally signed documents to be uploaded as detailed in addendum to ITB.

16.A **DECLARATION FOR BID SECURITY**

Earnest Money Deposit/Bid Security is not applicable.

However, all the bidder (including MSMEs & Startups) is required to submit Declaration for Bid Security in bid as per proforma at Form F-9.

17 **ZERO DEVIATION AND REJECTION CRITERIA**

- 17.1 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 27 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. TFL reserves the right to raise technical and/or commercial query(s), if required, may be raised on the bidder(s). The response(s) to the same shall be in writing, and no change in the price(s) or substance of the bids

shall be sought, offered or permitted. The substance of the bid includes but not limited to prices, completion, scope, etc. Bidders are requested to not to take any deviation/exception to the terms and conditions laid down in this "Tender Documents", and submit all requisite documents as mentioned in this "Tender Documents", failing which their offer 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.

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

- (a) Bidder not meeting Bid Evaluation Criteria as per Tender Document.
- (b) Firm Price
- (c) Scope of Work / Terms of Reference
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Period of Contract/ Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule for delay in completion(if applicable)
- (h) Guarantee / Defect Liability Period (if applicable)
- (i) Arbitration / Resolution of Dispute/Jurisdiction of Court
- (j) Force Majeure & Applicable Laws
- (k) Integrity Pact, if applicable
- (l) Bid Security declaration, as applicable
- (m) Undertaking forms, Form I & II of Annexure VI for provision for procurement from a bidder which shares a land border with India
- (n) Bidder quoting less than 20% as minimum Local content (as per PP-LC policy)
- (a) 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.

18 **E-PAYMENT**

OWNER has initiated payments to Suppliers /Contractors/PMCs/AGENCY electronically, and to facilitate the payments electronically through '**e-banking**'.

[D] – SUBMISSION OF BIDS

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

- 19.1 Bids shall be submitted through e-tender mode on CPP portal (<https://eprocure.gov.in/eprocure/app>) in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable.
- 19.2 All the bids shall be addressed to the owner at address specified in IFB.
- 19.3 Bids submitted under the name of AGENT/ REPRESENTATIVE / RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted. Direct bid from Bidder shall be considered.

20 **DEADLINE FOR SUBMISSION OF BIDS**

20.1 The bids must be submitted through e-tender mode not later than the date and time specified in the tender documents/BDS.

20.2 Deleted

20.3 OWNER may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8 of ITB refers). In which case all rights and obligations of OWNER 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 website as mentioned in Clause No. 2.0(F) of IFB / communicated to the bidders.

21 **LATE BIDS**

21.1 Deleted.

21.2 CPP Portal (eprocure.gov.in) shall close immediately of after the due date for submission of bid and no bids can be submitted thereafter. Fax/E-mail offers or offers submitted in physical/hard copy whether sent directly or submitted by local agent in India will not be considered and shall be rejected.

21.3 Unsolicited Bids or Bids 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.

22 **MODIFICATION AND WITHDRAWAL OF BIDS**

22.1 The bidder may withdraw or modify its bid after bid submission but before the due date and time for submission as per tender document.

22.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.

22.3 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 rejection of Bid.

22.4 The latest Bid submitted by the Bidder shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

22.5 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, such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s). Further, such bidder will be put on holiday for a period of six months after following the due procedure.

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

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

[E] – BID OPENING AND EVALUATION

24 BID OPENING

24.1 Unpriced Bid Opening:

Due to COVID-19 situation, TFL/ PDIL will not be able to open Unpriced bid in the presence of bidders' designated representatives. However, bidders can log onto CPP portal at the designated date & time to view the status of bids received.

24.2 Priced Bid Opening:

24.2.1 TFL will open the price bids of those bidders who meet the qualification requirement and whose bids are determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Due to COVID-19 situation, TFL/ PDIL will not be able to open priced bids in the presence of bidders' designated representatives. However, bidders can log onto CPP portal at the designated date & time to view the status of price bids.

24.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened. The Price bids for acceptable bidder shall be opened by Contractor/ OWNER.

24.3 Discussions & Availability of Professional staff/experts

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

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

24.4 Conclusion of the discussions

Discussions will conclude with a review of the draft Contract. To complete discussion TFL/PDIL and the Contractor will initial the agreed Contract.

After completing discussions, TFL/PDIL shall award the Contract to the selected Contractor.

If the discussions with the selected successful bidder fail, the employer/owner/TFL shall cancel the bidding process and re-invite the bids.

25 **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.

26 **CONTACTING THE EMPLOYER**

26.1 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, it should do so in writing. Information relating to the examination, clarification, evaluation & recommendation for award shall not be disclosed.

26.2 Any effort by the Bidder to influence the Employer in the Employer's 'Bid Evaluation', 'Bid Comparison', or 'Contract Award' decisions may result in the rejection of the Bidder's Bid and action shall be initiated as per procedure in this regard.

27 **EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

27.1 The Owner'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 Tender Documents (if applicable);
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Bid Security Declaration'.
- (d) Is substantially responsive to the requirements of the Tender Documents; and
- (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-27.2"

27.2 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.

27.3 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.

27.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.

27.5 If a Bid is not substantially responsive, it may be rejected by the Employer and may not subsequently be made responsive by correction or withdrawal of the material deviation, reservation or omission.

28 **Deleted**

29 **CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS**

Not Applicable. All bids submitted must be in the currency specified at clause 13 of ITB.

30 **EVALUATION AND COMPARISON OF BIDS**

The Bids shall be evaluated as per evaluation methodology mentioned in Section-II of Tender Document.

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 (Form -I of Annexure V). The option once exercised cannot be modified subsequently.

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.

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.

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:-

- (a) Purchase Preference under Public Procurement Policy for MSEs (Micro Small Enterprises) Order 2012
- (b) Purchase Preference under Public Procurement (Preference to Make in India)

Example:

- (I) **Non divisible item**
 - L1 bidder is non MSE, non PP-LC bidder
 - L2 bidder is PP-LC (within 20%)
 - L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L-1 price. If bidder matches the L-1 price, order shall be placed on him, otherwise, option for matching the L-1 price shall be given to L-2 bidder (PP-LC).

(II) **Divisible item-Case 1(Not Applicable for this Tender)**

(III) **Divisible item-Case 2(Not Applicable for this Tender)**

(IV) In case L1 bidder is a MSE bidder, the entire work shall be awarded to him without resorting to purchase preference to PP-LC bidders.

(V) In case L1 bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder as per PPP 2012 only.

31 **PURCHASE PREFERENCE (Indian bidders only)**

Purchase Preference to Local Content (PP-LC) bidders and Micro and Small Enterprises (MSEs) shall be allowed as per Government instructions in vogue as applicable from time to time.

The policy for providing Purchase Preference (linked with Local content) is enclosed as Annexure-V herewith.

[F] – AWARD OF CONTRACT

32 **AWARD**

Subject to "ITB: Clause-27", TFL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the Lowest (L1) evaluated bidder provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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

33 **NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

33.1 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. The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. TFL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.

33.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract as per "ITB: Clause-34".

33.3 Order/Contract value is subject to Price Reduction Schedule, if any, as per SCC.

34 **SIGNING OF AGREEMENT**

- 34.1 TFL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to TFL.
- 34.2 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] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the Tender by the successful Bidder . Failure on the part of the successful Bidder to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for Action as per Bid Security declaration.
- 34.3 The format for signing Contract Agreement in English is attached in this Tender Document.

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

- 35.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I.
- 35.2 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ PMC INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC and other "CONTRACT DOCUMENTS", in case it is found that the Vendors/ Suppliers / Contractors/Bidders/ PMC indulged in fraudulent/ coercive practices at the time of bidding, during execution of the contract etc., and/or on other grounds as mentioned in TFL's "Procedure for action in case Corrupt/Fraudulent/Collusive/Coercive Practices" (Annexure-I), the contractor/bidder/PMC shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by TFL, to such Vendors/ Suppliers / Contractors/Bidders/ PMC.

TFL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices" (Annexure-I), the contractor/bidder shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by TFL, to such Vendors/ Suppliers / Contractors/ Bidders/ PMC.

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

36 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES (MSEs) [applicable for Indian bidders only]

36.1 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) Deleted
- ii) Deleted
- 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%, 5% (20% of 25%) 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.

Further, the definition of MSEs owned by Women shall be as per the definition for MSEs owned by SC/ST entrepreneurs.

The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.

As the tendered item is non-splitable or non- dividable (specified in Bid Data Sheet) , MSE quoting lowest 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.

36.2 The MSEs owned by SC/ST & Women entrepreneurs

36.2.1 The MSEs owned by SC/ST entrepreneurs:

- a) In case of proprietary MSE, Proprietor(s) shall be SC/ST.
- b) In case of partnership MSE, the SC/ST partners shall be holding atleast 51% share in the unit
- c) 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.

36.2.2 The MSEs owned by Women entrepreneurs 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.

36.3 In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium

Enterprises Development Act, 2006, the bidder shall submit the following:

- ❖ Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 has notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <https://msme.gov.in>).
- ❖ Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

An enterprises registered prior to 30.06.2020 and who are not re-registered with Udyam Registration, shall continue to be valid for a period upto 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.

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.

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.

- 36.4 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 registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises 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.
- 36.5 The benefit of policy is not extended to the traders/dealers/ Distributors/ Stockiest / Whole sellers.
- 36.6 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 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.

36.7 Interest Payment on Delayed Payments to MSMEs is payable in line with the Micro, Small and Medium Enterprises Development Act, 2006

37 VENDOR PERFORMANCE EVALUATION

Shall be as stipulated Annexure II to ITB herewith.

38 INCOME TAX & CORPORATE TAX

38.1 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.

38.2 Corporate Tax liability, if any, shall be to the Contractor's account.

38.3 TDS

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

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

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

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

(II) Twice the rate or rates in force

(III) 5%

38.4 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/PMC services exceeding Rs. 2 Lacs per transaction or as amended from time to time.

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

Payment of supplier/ contractor / service provider/ PMC shall be processed only after fulfilment of above requirement.

39 Deleted

40 DISPUTE RESOLUTION MECHANISM

1.0 CONCILIATION

Where invitation for Conciliation has been accepted by the other party, the Parties shall attempt to settle such dispute(s) amicably under Part-III of the Arbitration and Conciliation Act, 1996. It would be only after exhausting the option of Conciliation as an Alternate Dispute Resolution Mechanism that the Parties hereto shall invoke Arbitration Clause. For the purpose of this clause, the option of 'Conciliation' shall be deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

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

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

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

OR

2.2 If a dispute arises out of or in connection with this contract, the party invoking the Arbitration shall submit that dispute to any one of the Arbitral Institutions i.e ICADR/ICA/DIAC/SFCA and that dispute shall be adjudicated in accordance with their respective Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Supreme Court/High Court Judge to be appointed/ nominated by the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.

2.3 The cost of arbitration proceedings shall be shared equally by the parties.

2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.

2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder/PMC 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/TDL has been made final and binding in terms of the Contract.

2.7 Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

3 GOVERNING LAW AND JURISDICTION:

The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.

41 **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 only 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.40 & 41 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.

42 **AGENCY/CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractor(s) 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.

43 QUARTERLY_CLOSURE OF THE CONTRACT [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:-

During execution of contracts/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 issues related to the contract execution will be monitored on quarterly basis for resolution.

Contractor are required to co-operate with EIC for proper implementation of this mechanism for smooth execution of the contract.

44 Deleted

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

As mentioned in Section-II, Technical and Financial BEC shall not be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise].

Further, the Startups are also 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.

46 CONFLICT OF INTEREST

46.1 The Contractor shall not receive any remuneration in connection with the assignment except as provided in the contract. The Contractor and its affiliates shall not engage in consulting or other activities that conflict with the interest of the Employer under the contract.

46.2 TFL policy requires that Contractor provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Contractor shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of TFL. Without limitation on the generality of the foregoing, Contractor shall not be hired under the circumstances set forth below:

a. Conflict between consulting activities and procurement of goods, works or services (other than consulting services covered by these Guidelines): A firm that has been engaged by TFL to provide goods, works, or services (other than consulting services covered by these Guidelines) for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services for the Project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services (other than consulting services covered by these Guidelines) resulting

from or directly related to the firm's consulting services for such preparation or implementation.

- b. Conflict among consulting assignments: Neither Contractors (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Contractors. As an example, Contractors hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and contractors assisting a client in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, Contractors hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- c. Relationship with Employer's staff: Contractors (including their personnel and sub-consultants) that have a business or family relationship with a member of the Employer's staff (or of the project implementing agency's staff) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract (ii) the selection process for such contract or (iii) supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
- d. A consultant, who prepares Detailed Feasibility Report (DFR) of a Project is not debarred from participating as Project Management Consultant for the same Project as both are services in nature.
If a Contractor is engaged for preparation of TOR of an assignment, such Contractor shall not be allowed to participate in bidding process of the assignment in question.
- e. A Contractor, who has been appointed by TFL to assist in a bidding process where TFL is a bidder, should not be a Contractor to any other prospective bidder(s) for the same assignment. Similarly, a Contractor appointed by any competitor of TFL in a bidding process shall not be qualified in TFL's tender for the same assignment.

46.3 Contractors have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Contractor or the termination of its Contract.

46.4 No agency or current employees of the Client shall work as Contractors under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Contractor nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Contractor as part of his technical proposal.

46.5 **Unfair Advantage:** Fairness and transparency in the selection process require that Contractors or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Employer shall make available to all the short-listed Contractors together with the request for proposals all information that would in that respect give a Contractor a competitive advantage.

47 PROFESSIONAL LIABILITY

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

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

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

48 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS [FOR APPLICABILITY REFER BDS]

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

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

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

49 POLICY TO PROVIDE PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC)

The policy for providing purchase preference (linked with Local content) is enclosed as Annexure V to ITB herewith.

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

The clause regarding provision for procurement from a bidder which shares a land border with India is enclosed as Annexure-VI to ITB herewith.

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

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

A Definitions:

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

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

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

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

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

A.5 "Vendor/Supplier/Contractor/PMC/Bidder" is herein after referred as "Agency"

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

A.7 "Competent Authority" shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the "Director" concerned.

A.8 "Allied Agency" shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:

- (a) Whether the management is common;
- (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
- (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.

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

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

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

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

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

B.2 Irregularities noticed after award of contract

(i) During execution of contract:

If an agency, is found to have indulged in corrupt/fraudulent/ collusive /coercive practices, action shall be initiated for putting the agency on banning list.

After conclusion of process and issuance of Speaking order for putting party on banning list 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 person of TFL.

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

(ii) After execution of contract and during Defect liability period (DLP)/ Warranty/Guarantee Period:

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after execution of contract and during DLP/ Warranty/Guarantee Period, the agency shall be banned for future business with TFL for a period specified in para B 2.2 below from the date of issue of banning order.

Further, the Contract cum Performance Bank Guarantee (CPBG)/Contract Performance Security (CPS) submitted by agency against such order (s)/ contract (s) shall be forfeited.

(iii) After expiry of Defect liability period (DLP)/ Warranty/Guarantee Period

If an agency is found to have indulged in corrupt/fraudulent/ collusive/coercive practices, after expiry of Defect liability period (DLP)/ Warranty/Guarantee Period, the agency shall be banned for future business with TFL for a period specified in para B 2.2 below from the date of issue of banning order.

B.2.2 Period of Banning

The period of banning of agencies indulged in Corrupt/ Fraudulent/ Collusive/Coercive Practices shall be as under and to be reckoned from the date of banning order:

S. No.	Description	Period of banning from the date of issuance of Banning order
1	<p>Misrepresentation/False information other than pertaining to BEC of tender but having impact on the selection process.</p> <p>For example, if an agency/Contractor confirms not being in holiday in TFL/PSU's or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.</p>	02 years
2 2.1	<p>Corrupt/Fraudulent (except mentioned sl. no. 1 above) / Collusive / Coercive Practices</p> <p>Corrupt/Fraudulent (pertaining to BEC of tender) /Collusive/Coercive Practices</p> <p>If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above pertaining to BEC of tender) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity and following shall be the period of banning:</p> <p>(i) Repeated once</p>	<p>03 years</p> <p>7 years (in addition to the period already served)</p> <p>15 years (in addition to the period already served)</p>

	(ii) Repeated twice or more	
3	Indulged in unauthorized disposal of materials provided by TFL	7 years
4	If act of vendor/ Contractor is a threat to the National Security	15 years

C Effect of banning on other ongoing contracts/ tenders

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:
- C.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- C.3.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/ mis-appropriation of facts committed in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

D. Procedure for Suspension of Bidder

D.1 Initiation of Suspension

Action for suspension business dealing with any agency/(ies) shall be initiated by Corporate C&P Department when

- (i) Corporate Vigilance Department based on the fact of the case gathered during investigation by them recommend for specific immediate action against the agency.
- (ii) Corporate Vigilance Department based on the input from Investigating agency, forward for specific immediate action against the agency.
- (iii) Non performance of Vendor/Supplier/Contractor/ leading to termination of Contract/ Order.

D.2 Suspension Procedure:

- D.2.1 The order of suspension would operate initially for a period not more than six months and is to be communicated to the agency and also to Corporate Vigilance Department. Period of suspension can be extended with the approval of the Competent Authority by one month at a time with a ceiling of six months pending a conclusive decision to put the agency on banning list.
- D.2.2 During the period of suspension, no new business dealing may be held with the agency.
- D.2.3 Period of suspension shall be accounted for in the final order passed for banning of business with the agency.
- D.2.4 The decision regarding suspension of business dealings should also be communicated to the agency.
- D.2.5 If a prima-facie, case is made out that the agency is guilty on the grounds which can result in banning of business dealings, proposal for issuance of suspension order and show cause notice shall be put up to the Competent Authority. The suspension order and show cause notice must include that (i) the agency is put on suspension list and (ii) why action should not be taken for banning the agency for future business from TFL.

The competent authority to approve the suspension will be same as that for according approval for banning.

D 3 Effect of Suspension of business:

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
- D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
- D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
- D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of TFL and (ii) bidder is not banned by any Government department/ Public Sector.

F. Appeal against the Decision of the Competent Authority:

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

1.0 GENERAL

A system for evaluation of Vendors/ Suppliers/Contractors/ 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/ need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a 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/ 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/ associated with TFL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

3.0 METHODOLOGY

i) Preparation of Performance Rating Data Sheet

Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/ for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.

ii) Measurement of Performance

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ 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/ .

Response of Vendor/ Supplier/Contractor/ would be considered before deciding further course of action.

iv) Implementation of Corrective Measures:

Based on the response of Vendor/ Supplier/Contractor, 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/ :

- i) Orders/Contracts below the value of Rs. 50 Lakhs if Vendor/ Supplier/Contractor/ is not on watch list/ holiday list/ banning list.
- ii) Orders for Misc./Administrative items/ Non stock Non valued items (PO with material code ending with 9).

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

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

5.1 FOR PROJECTS

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

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

iv) Reply from concerned Vendor/ Supplier/Contractor/ 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/ along with sharing the performance rating)

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

(a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ shall be put on watch list for a period of Three (3) Years.
Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ .

(b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/**

(i) Poor Performance due to reasons other than Quality:
Putting on Holiday for a period of One Year

(ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):
Putting on Holiday for a period of Two Years

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/ (under Clause no.3.16.1 of GCC-Consultancy)

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor / shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ .
- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ : **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/ : **Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**

- (C) Where Performance rating is "FAIR":
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ 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 3.1 for Projects.

5.3 FOR OPERATION & MAINTENANCE

- i) Evaluation of performance of Vendors/ Suppliers/Contractors/ in case of Operation and Maintenance shall be done immediately after execution of order/ contract.
- ii) After execution of orders a Performance Rating Data Sheet (Format at Annexure-2) shall be prepared for Orders by Site C&P and for Contracts/Services by respective Engineer-In-Charge.
- iii) Depending upon Performance Rating, following action need to be initiated by Site C&P:

Sl. No.	Performance Rating	Action
1	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/ 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/ along with sharing the performance rating)

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

(b) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ shall be put on watch list for a period of Three (3) Years.
Such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ .

(b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/**

- (i) Poor Performance due to reasons other than Quality:
Putting on Holiday for a period of One Year
- (ii) Poor Performance on account of Quality (if any mark obtained against Quality parameter is less than 30):
Putting on Holiday for a period of Two Years

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

B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/ (under Clause no.3.16.1 of GCC-Consultancy)

(d) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor / shall be put on watch list for a period of Three (3) Years.
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all

other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken. However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequent instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ .

(e) Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ : **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.

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

(C) Where Performance rating is "FAIR":

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ 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/ PMC is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ PMC, 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/ PMC is put on Holiday, such Vendor/ Supplier/Contractor/ PMC should not be considered in ongoing tenders/future tenders.

7.2 However, if such Vendor/ Supplier/Contractor/ PMC 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 party shall be returned; the offer of the

party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.

- 8.0 While putting the Vendor/ Supplier/Contractor/ PMC on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ PMC 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.

10.0 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).

11.0 ERRANT BIDDER

In case after price bid opening the lowest (L1) is not awarded the job for any mistake committed by him in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof leading to re-tendering, TFL shall forfeit EMD paid by the bidder and such bidders shall be debarred from participation in re-tendering of the same job(s)/item(s).

Further, such bidder will be put on holiday for a period of six months after following the due procedure.

- 12.0 In case CBIC (Central Board of Indirect Taxes and Customs)/ any tax authority / any equivalent government agency brings to the notice of TFL/PDIL that the Contractor has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from TFL to the government exchequer, then, that Contractor shall be put under Holiday list of TFL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.

**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/ PMC :
- 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/PMC 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	Signature of Authorised Signatory:
1	60 & below	POOR	Name: Designation:
2	61-75	FAIR	
3	76-90	GOOD	
4	More than 90	VERY GOOD	

Signature of Authorised Signatory:

Name:

Designation:

Instructions for allocation of marks

1. Marks are to be allocated as under :

1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

1.2 QUALITY PERFORMANCE 40 Marks

For Normal Cases : No Defects/ No Deviation/ No failure: 40 marks

i) Rejection/Defects 10 marks
 Marks to be allocated on prorata basis for acceptable quantity as compared to total quantity for normal cases

ii) When quality failure endanger system integration and safety of the system 0 marks
 - Moderate nature 5 marks
 - low severe nature 10-25 marks

marks	iii) Number of	1. No deviation	5
marks	deviations	2. No. of deviations ≤ 2	2
marks		3. No. of deviations > 2	0

1.3 RELIABILITY PERFORMANCE**20 Marks**

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

ADDENDUM TO INSTRUCTIONS TO BIDDERS

(INSTRUCTIONS FOR PARTICIPATION IN E-TENDER)
INSTRUCTIONS FOR SUBMISSION OF BID ONLINE THROUGH CPP PORTAL

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.
2. **REGISTRATION**
 - i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
 - ii. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
 - iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
 - iv. Bidders are advised to make ensure the accessibility & availability of java software in their system (PC) either download & install the latest version of java software or click on the below link to install the java in their system prior to proceed further.
<https://www.oracle.com/technetwork/java/javase/downloads/index.html>
 - v. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
 - vi. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
 - vii. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.
3. **SEARCHING FOR TENDER DOCUMENTS**
 - i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

5. SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- iv. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard SOR format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the SOR file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the SOR file is found to be modified by the bidder, the bid will be rejected.
- v. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vi. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- vii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- ix. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

6. ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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

A. GENERAL	
ITB clause	Description
1.1	The Employer/Owner/Client is: TALCHER FERTILIZERS LIMITED(TFL)
B. TENDER DOCUMENT	
ITB clause	Description
7.1	For <u>clarification purposes</u> only, the communication address is: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India) Kind Attention: Mrs. Anjali Thakur, Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063 E-mail : anjali@pdilin.com alam@pdilin.com
C. PREPARATION OF BIDS	
ITB clause	Description
10.2 .1 (s)	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) : as per SCC/Scope of Work.
11	Additional Provision for Schedule of Rate/ Bid Price are as detailed in 11 of ITB
14	The bid validity period shall be 3 (Three) Months from final 'Bid Due Date'.
D. SUBMISSION AND OPENING OF BIDS	
ITB clause	Description
16	Not applicable.
19.3 and 4.0 of IFB	For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Attention: Mrs. Anjali Thakur, Dy. General Manager (M.M) M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India)
24	The bid opening shall take place at: M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. GautamBudh Nagar (UP). (India)
F. AWARD OF CONTRACT	
ITB clause	Description

34	State of which stamp paper is required for Contract Agreement: Uttar Pradesh (U.P.) / State where Bidder's Corporate or Registered Office is located				
36	Whether tendered item is non-split able or not-divisible : <table border="1" data-bbox="448 331 1110 472"> <tr> <td data-bbox="448 331 783 398">YES</td> <td data-bbox="791 331 1110 398">✓</td> </tr> <tr> <td data-bbox="448 398 783 472">NO</td> <td data-bbox="791 398 1110 472">x</td> </tr> </table>	YES	✓	NO	x
YES	✓				
NO	x				
44	Quarterly Closure of Contract <table border="1" data-bbox="448 539 1110 663"> <tr> <td data-bbox="448 539 783 584">APPLICABLE</td> <td data-bbox="791 539 1110 584">x</td> </tr> <tr> <td data-bbox="448 584 783 663">NOT APPLICABLE</td> <td data-bbox="791 584 1110 663">✓</td> </tr> </table>	APPLICABLE	x	NOT APPLICABLE	✓
APPLICABLE	x				
NOT APPLICABLE	✓				
46	Applicability of provisions relating to Startups: <table border="1" data-bbox="448 779 1110 925"> <tr> <td data-bbox="448 779 783 846">APPLICABLE</td> <td data-bbox="791 779 1110 846">✓</td> </tr> <tr> <td data-bbox="448 846 783 925">NOT APPLICABLE</td> <td data-bbox="791 846 1110 925">x</td> </tr> </table>	APPLICABLE	✓	NOT APPLICABLE	x
APPLICABLE	✓				
NOT APPLICABLE	x				
49	Applicability of provisions regarding invoice for reduced value or credit note towards PRS: <table border="1" data-bbox="448 1059 1110 1193"> <tr> <td data-bbox="448 1059 783 1115">APPLICABLE</td> <td data-bbox="791 1059 1110 1115">x</td> </tr> <tr> <td data-bbox="448 1115 783 1193">NOT APPLICABLE</td> <td data-bbox="791 1115 1110 1193">✓</td> </tr> </table>	APPLICABLE	x	NOT APPLICABLE	✓
APPLICABLE	x				
NOT APPLICABLE	✓				

**PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA , ORDER 2017 (Rev dated
16.09.2020)**

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: 16th 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.

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'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.

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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.

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(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

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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.

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- 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.

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- 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.

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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

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

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

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

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

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

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



(Rajesh Gupta)
Director

Tel: 23063211

rajesh.gupta66@gov.in

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

1. Order (Public Procurement No.1) dated 23.07.2020, Order (Public Procurement No.2) dated 23.07.2020 and Order (Public Procurement No.3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.

2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No.1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit 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', 'agency' '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 accompany 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 percent 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 share holding 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 for entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v) In case of a trust; the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

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

Bidders shall submit a certificate in this regard as Form-I.

If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid / termination and further action as per "Procedure for Action in case of Corrupt / Fraudulent / Collusive / Coercive Practices" of tender document.

8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply other than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

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

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

PREAMBLE TO SCHEDULE OF RATES

1. The "Schedule of Rates (SOR)" will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and bidder will quote price on this Excel file for entire scope of work as per NIT. Thereafter, the bidder will upload the same Excel file during bid submission.
2. The SOR format is provided in a spread sheet file (BoQ_xxxx.xls). The rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The SOR template must not be modified / replaced by the bidder; else the bid submitted shall be rejected.
3. Bidder shall quote all Prices in INR only. The quoted price will remain firm and fixed till completion of the contract.
4. SOR consists of Schedule of Rates containing Total Price & GST. The "Total in Figures" shall be read as "TOTAL CONTRACT PRICE"
5. Total Price shall be as per scope of work defined in NIT. The Contractor is deemed to have studied Scope of Work, Technical specifications and details of works to be done within the time schedule and should have acquainted himself of the condition prevailing at site.
6. In case of any discrepancy between the description of items given in the "Schedule of Rates" and Specifications, drawings and other documents, the decision of the PDIL/TFL in writing shall be final, binding and conclusive for the purpose of this contract.
7. The Contractor confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates for the completion of this job in its SCHEDULE OF RATES. In case, Contractor has not included any such taxes, duties, levies etc., at all and/or at prevailing rates, Contractor has to pay such taxes, duties, levies etc., OWNER shall not be liable for payment of such liabilities and/or OWNER shall not reimburse such taxes, duties, levies etc. to the Contractor.
8. The rates to be inserted in the "Schedule of Rates" are to be inclusive of the value of the work described under Scope of work including all costs and expenses which may be required for the execution of the work described together with all taxes, general risks, liabilities and obligations such as temporary buildings / hutments, fencing, watching, lighting, insurance, labour regulations, indemnity, maintenance and the like. The prices shall be inclusive of Supply of materials, construction, erection, all labors, materials, tools and tackles, plants, equipment, hoists, scaffoldings, the sundries, etc., as may be necessary for the completion of the work in all respects. All costs and expenses for mobilization, equipment, transport and personnel to complete the fieldwork and preparation of Detailed Survey Report within the stipulated time schedule shall be included in the item rate for survey work.
9. The payments of works shall be made against actual work executed duly certified by the Engineer-in-charge during the course of execution of works. Certified copies of measurements shall form the part of the invoice.
10. A copy of SOR, with prices/figures completely blanked out but with the word "QUOTED" in all columns is to be uploaded along with the unpriced bid, as a confirmation of price/data quoted against each head.

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	LETTER OF AUTHORITY
F-3	AGREED TERMS & CONDITIONS
F-4	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-5	FORMAT OF LETTER OF NO DEVIATION
F-6	BIDDER'S QUERIES FOR PRE BID MEETING
F-7	CHECK LIST
F-8	E-BANKING FORMAT
F-9	DECLARATION FOR BID SECURITY
F-10	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-11	FORMAT OF CONTRACT AGREEMENT
F-12	FREQUENTLY ASKED QUESTIONS (FAQ)
F13	DECLARATION REGARDING BANNED/BLACKLISTED/ DELISTING AND LIQUIDATION,COURT RECEIVERSHIP
F-14	FORMAT FOR POWER OF ATTORNEY
F-15	INTEGRITY PACT
F-16	BIDDER'S EXPERIENCE
F-17	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-18	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS FOR BIDDER
FORM-I of Annexure-V	UNDERTAKING FOR APPLICABILTY OF POLICY
FORM-II of Annexure-V	DECLARATION BY THE BIDDER AS PER ATTACHED FORM
FORM-III of Annexure-V	SALIENT POINTS OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) POLICY
Form-I of Annexure-VI	UNDERTAKING ON LETTERHEAD
Form-II of annexure-VI	CERTIFICATE FOR SUB-CONTRACTING OF WORKS

BIDDER'S GENERAL INFORMATION

To,
M/s TALCHER FERTILIZERS LTD

TENDER NO:

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited/Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor/Partners/Directors of the firm/company	1. 2. 3.
4	Number of Years in Operation	
5	Address of Registered Office: In case of Partnership firm, enclose letter mentioning current address of the firm and the full names and current addresses of all the partners of the firm.	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. <i>(In case supply of Goods/ Services are from multiple locations, addresses and GST no. of all such locations are to be provided).</i> (Indian Bidder only)	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number of address where order is to be placed	_____ (Country Code) _____ (Area Code) _____ (Telephone No.)
9	E-mail address	

10	Website	
11	Fax Number:	(Country Code) (Area Code) (Telephone No.)
12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	[Enclose copy of PAN Card]
14	GST No.(refer sl. no. 7 above)	[Enclose copy of GST Certificate]
15	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 36)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 36)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.36)</i>
16	Type of Entity	Corporate/ Non-Corporate (As per CGST/SGST/UTGST Act). (In case of Non-Corporate Entity, bidder will submit documentary evidence for same).

Note: * TFL intent to place the order/contract directly on the address from where Goods are produced/dispached are Services are rendered. In case, bidder wants order/ contract at some other address or supply of Goods/ Services from multiple locations, bidder is required to provide in their bid address on which order is to be placed

Place:
Date:

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

F-2
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings' /'Un-priced Bid Opening' /
'Price Bid Opening']

Ref:
To,
M/s TALCHER FERTILIZERS LTD

Date:

SUB:
TENDER NO:

Dear Sir,

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

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

[2] Name & Designation _____ Signature _____
Phone/Cell:
Fax:
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 Meetings' /'Un-priced Bid Opening' / 'Price Bid Opening'.
 - (ii) Bidder's authorized representative is required to carry a copy of this authority letter while attending the 'Pre-Bid Meetings' /'Un-priced Bid Opening'.

F-3

AGREED TERMS & CONDITIONS

To,
M/s TALCHER FERTILIZERS LIMITED
NOIDA

SUB:
TENDER NO:

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	
2.	Bidder confirms currency of quoted prices is in Indian Rupees	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order.	
3.1	Bidder confirms that they have quoted rate of GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates (SOR)	Confirmed
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	
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. _____
4.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
5.	Bidder confirms compliance to Completion Period as specified in Bid document. Confirm contract period shall be reckoned from the date of FOA.	
6.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in completion schedule specified in Bid document. (ii) In case of delay, the bills shall be submitted after deducting the Price Reduction due to delay (refer PRS Clause).	
7	Bidder have furnished Bid Security Declaration.	
8.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
9.	Bidder confirms that their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.	
10.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
11.	All correspondence must be in ENGLISH language only	
12.	Bidder confirms the contents of this Tender Document have not been modified or altered by them. 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.	
13.	Bidder confirms that all Bank charges associated with Bidder's Bank shall be borne by Bidder.	
14.	<p><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.</p>	
15.	<p>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:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & 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>	
16.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid.	
17.	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, Conditions of Contract, or any other part of Bidding 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.	
18.	Bidder hereby confirms that they are not on 'Holiday' by OWNER or any of the JV partners of OWNER (viz. GAIL, RCF, CIL, FCIL) or Public Sector Consultant (like PDIL, EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>submission of bid.</p> <p>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.</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/PDIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to TFL/PDIL by them.</p>	
19.	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.	
	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).	

Place:
Date:

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

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/fax to concerned executive in TFL/PDIL issued the tender, by filling up the Format)

To,

M/s TALCHER FERTILIZERS LTD,

SUB:
TENDER NO:

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 :
Fax 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 :

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FORMAT OF LETTER OF NO DEVIATIONS

(ON BIDDER'S LETTERHEAD)

(NIT NO : PNMM/PC183/E-4014/NCB DATED 10.12.2021)

We * hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and all Addenda / Corrigenda / Amendment/ Clarifications issued by OWNER.

We further hereby confirm that the bid is submitted in accordance of Tender Document and contains no deviation and the price bid submitted may be treated to conform to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda/ Amendment /Clarifications.

For and on behalf of* :

Stamp & Signature** :

Name :

Designation :

Date :

F-6

BIDDER'S QUERIES FOR PRE BID MEETING

To,

M/s TALCHER FERTILIZERS LTD

Sub :

Tender No :

SL · N O.	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 fax and also by e-mail before due date for receipt of Bidder's queries.

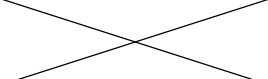
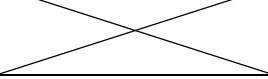
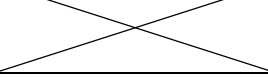
SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

F-7
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 bid 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	Digitally signed (in case of e-tendering) tender document along with drawings and addendum (if any)		
iii	Power of Attorney in the name of person signing the bid.		
iv	Confirm submission of documents alongwith unpriced bid as per tender requirement.		
2.0	Confirm that all forms duly filled in are enclosed with the bid duly signed by authorised person(s) – Refer cl.no.11 of Section-III		
3.0	Confirm that the price part as per Schedule of Rates format submitted with Bidding Document/ uploaded in case of e-bid.		
4.0	Confirm that Undertaking as per Form-I & Form-II of Annexure-VI to Section-III have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
5.0	Confirm that Undertaking as per Form III of Annexure-V to Section-III has been submitted (applicable for MSE and PP-LC bidder).		
6.0	Confirm that Undertaking as per Form-II to Annexure-V to Section-III and Certification 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 other than companies) as per Form-I to Annexure-V to Section-III are submitted.		

Place
Date

Signature of Authorized Signatory of Bidder
Name:
Designation:
Seal

F-8

E-Banking Mandate Form

(To be issued on vendors letter head)

- i. 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 TFL 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 TFL 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)

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

To,
M/s Talcher Fertilizers Limited

SUB:
TENDER NO:

Dear Sir

After examining / reviewing provisions of above referred tender documents (including all corrigendum/ Addenda), 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 TFL 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 TFL during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
 - (iii) fail or refuse to accept 'arithmetical corrections' as per provision of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

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

F-10

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

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

To,

M/s TALCHER FERTILIZERS LIMITED

SUB:

LOA NO:

Dear Sir,

We _____ (Name of the Supplier/Contractor/Service Provider/ AGENCY) 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/ AGENCY 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/ AGENCY (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/ AGENCY under this contract or under any other contract.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Bidder Name:

Seal:

Contract Agreement Form

AGREEMENT for “_____”(hereinafter called the "Job") made on _____ day of _____, 20__ between M/s _____, hereinafter called the “AGENCY” (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 “TFL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

TFL being desirous of having provided for execution of certain work mentioned, enumerated or referred to in the DLOA including Completion Schedule of job has called for proposal.

- A. The AGENCY has examined the Job specified in TENDER of TFL and has satisfied himself by careful examination before submitting his proposal as to the nature of the Job and local conditions, the nature and magnitude of the Job, the availability of manpower and materials necessary for the execution of Job and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in DLOA or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interference's to or with the execution and completion of the Job to be carried out under the Agreement, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the completion of the Job and which might have included him in making his proposal.
- B. The DLOA including Completion Schedule of Job and Letter of Acceptance of proposal form part of this Agreement though separately set out herein and are included in the expression Agreement wherever herein used.

AND WHEREAS

TFL/PDIL accepted the bid of the AGENCY for the provision and the execution of the said Job at the values stated in bid and finally approved by TFL upon the terms and subject to the conditions of Agreement.

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

- 1. In consideration of the payment to be made to the AGENCY for the Job to be executed by him the AGENCY hereby covenants with TFL that the AGENCY shall and will duly provide, execute and complete the said Job and shall do and perform all other acts and things in the Agreement mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said Job and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the Agreement.

2. In consideration of the due provision execution and completion of the said Job, TFL does hereby agree with the Agreement that TFL will pay to the AGENCY the respective amounts for the Job actually done by him and approved by TFL at the amount specified in this DLOA, such payment to be made at such time in such manner as provided for in the Agreement and DLOA.

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

Signed and Delivered for
for and on behalf of

Signed and Delivered
and on behalf of

M/s TALCHER FERTILIZERS LIMITED

M/s _____

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

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FREQUENTLY ASKED QUESTIONS (FAQs)

SL.NO.	QUESTION	ANSWER
1.0	Can any vendor quote for subject Tender?	<i>All Domestic Bidder meeting the BEC can quote.</i>
2.0	Should the Bid Evaluation Criteria documents be attested?	<p><i>i. All documents in support of Technical Criteria of BEC to be furnished by the Bidder, shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.</i></p> <p><i>ii. For authentication of document submitted in support of Financial Criteria of BEC, copy of audited annual financial statements submitted with bid shall be duly certified/ attested by Notary Public with legible stamp.</i></p> <p><i>Further, bidder shall submit “Details of financial capability of Bidder” in prescribed format duly signed and stamped by a Chartered Accountant/ Certified Public Accountant (CPA).</i></p>
3.0	Is attending Pre Bid Meeting mandatory.	<i>No. Refer Clause No. 15 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.</i>
4.0	Can a vendor submit more than 1 offer?	<i>No. Please refer Clause No. 3 of Instruction to Bidders of Tender Document.</i>
5.0	Is there any Help document available for e-Tender.	<i>Yes. Refer, E-tendering website of CPP portal (https://eprocure.gov.in/eprocure/app)</i>
6.0	Are there are any benefits available to Startups?	<i>Refer Clause No. 46 of Instructions to Bidders of Tender Document.</i>
7.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	<i>Refer Clause No. 36 of Instructions to Bidders of Tender Document.</i>

All the terms and conditions of Tender remain unaltered.

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**DECLARATION REGARDING BANNED/BLACKLISTED/DELISTING
AND LIQUIDATION,COURT RECEIVERSHIP
(TO BE PROVIDED ON COMPANY'S LETTER HEAD)**

To,

M/s Talcher Fertilizers Limited,

SUB: TENDER NO:

Dear Sir,

We hereby confirm that we have not been banned or blacklisted or de-listed or put on Holiday by any Government / Quasi-Government / Public Sector Undertaking on due date of submission of bid.

We also confirm that we are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.

If it is found at a later date that the Contractor has secured the contract by furnishing wrong information or by suppressing facts in the bid submitted, Talcher Fertilizers Limited (TFL) reserves the right to cancel the contract and forfeit the EMD/ Security cum Performance Guarantee and put the CONTRACOR on Holiday / Banned / Blacklist list of TFL and of it's JV partners.

Further, we also confirm 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 us.

Place:
Date:

[Signature of Authorized Signatory of Bidder]

Name:
Designation:

Seal:

F-14
POWER OF ATTORNEY (POA)
(To be submitted on the Non-Judicial stamp paper / Company's Letter Head)

TENDER NO:

Description of work:

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.

(*) 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.

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.: _____

FORM F-15

Deleted

F-16
BIDDER'S EXPERIENCE

To,

M/s TALCHER FERTILIZERS LTD,

SUB:

TENDER NO:

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>	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:

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Not Applicable

CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS FOR BIDDER

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder
Technical BEC			
1.	Experience	<p><i>Copy of Detailed Letter of Acceptance (DLOA)/ Work Order/relevant extract of work Order/ Contract Agreement along with detailed scope of work and Completion/ Acceptance Certificate. Such certificate shall be issued by Owner/End user/Work order issuing authority.</i></p> <p><i>The Detailed Letter of Acceptance (DLOA)/ Work Order/ Contract Agreement inter alia include Scope of work, completion time, contract value, etc. Similarly, the Completion Certificate must clearly indicate reference of relevant work Order/ DLOA/ Contract Agreement, Name of Work, Contract Value/ Route Length, Completed Order Value and date of Completion/ Commissioning.</i></p> <p><i>In cases where bidder has executed the work as a sub-contractor, such Completion certificate [for compliance to Technical criteria] 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.</i></p>	
Financial BEC –Not Applicable			

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

UNDERTAKING FOR APPLICABILITY OF POLICY

**To,
M/s Talcher Fertilizers Limited**

SUB:

TENDER NO:

Dear Sir

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

Description	Preference
Purchase Preference under Public Procurement Policy for MSE	<input type="checkbox"/>
Policy to Provide Purchase Preference (linked with local content)	<input type="checkbox"/>

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 is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against only one of the two policies i.e. either PP-LC and MSE policy.
- (iv) 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 for MSE 2012.
- (v) The option once exercised cannot be modified subsequently.

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

FORM-II of ANNEXURE-V

CERTIFICATE FROM 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) TOWARDS MINIMUM LOCAL CONTENT

To,
M/s Talcher Fertilizers Limited

SUB:
TENDER NO:

Dear Sir,

A. We..... the Statutory Auditor / Cost Auditor / Practicing Cost Accountant / Practicing Chartered Accountant) have verified relevant records of M/s (Name of the bidder) and certify that M/s (Name of the bidder) meets the following:

Sl. No.	Description	Confirmation
A	Bidder meets 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	The bidder meets 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.		

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

FORM-III of ANNEXURE-V

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

Sr. No.	Description	Parameter / Document
1	Minimum Local Content (LC) for Availing Preference under this Policy	50%
2	Margin of Purchase Preference	20%
3	Local Content (LC) % declared by bidder (Documents to be submitted as per Sr. No. 4 below)	[Tick (✓) whichever is applicable] a) LC Equal to or more than 50% <input data-bbox="1230 842 1333 898" type="checkbox"/> b) LC More than 20% but less than 50% <input data-bbox="1300 936 1393 993" type="checkbox"/>
4	Documents to be submitted by bidder under this Policy	Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant as per Form-II to be submitted by bidder.
5	Whether tender is divisible or not divisible	Not Divisible; Clause No. 3A (c) of revised Policy dated 16.09.2020 shall be applicable

UNDERTAKING ON LETTERHEAD

To,

M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir,

We have read the Provisions for Procurement from a Bidder which shares a land border with India as per Annexure VI of Section-III. We certify that M/s(Name of Bidder)is:

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Name:

Date: Designation:

Seal:

CERTIFICATE FOR SUB-CONTRACTING OF WORKS

To,

M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir,

We have read the Provisions for Procurement from a Bidder which shares a land border with India as per Annexure VI of Section-III. We certify that bidder M/s(Name of Bidder) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

Place:

[Signature of Authorized Signatory of Bidder]

Name:

Date:

Designation:

Seal:

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

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

AGREEMENT means the agreement concluded on non-judicial stamp paper between TFL and CONTRACTOR for Services as per this Bid document.

TFL/OWNER shall mean Talcher Fertilizers Limited and shall include their, heirs, legal representatives, successors and permitted assigns.

TFL'S REPRESENTATIVE means the person appointed or authorized from time to time by TFL for execution of the contract.

TOTAL CONTRACT PRICE shall mean the "Total in Figures" as indicated in Schedule of Rates (SOR) i.e sum of sl 1.1 to 1.5 of Col (14) of SOR

CONSULTANT shall mean Projects & Development India Limited (PDIL) retained by OWNER for Talcher Project.

CONTRACTOR shall mean agency appointed for Pipeline Route Survey for Ash Handling System.

ENGINEER-IN-CHARGE (EIC) shall mean the person designated from time to time by PDIL/TFL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.

SIGN OFF means a recorded statement for completion of a milestone/major activity by Contractor as envisaged in this document and accepted by PDIL/TFL.

CONTRACT shall mean Letter of Acceptance and all attached exhibits and document referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

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

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

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

ARTICLE 2: PERFORMANCE OF DUTIES AND SERVICES BY CONTRACTOR

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

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

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

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

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

ARTICLE 3: PDIL/TFL'S REPRESENTATIVE

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

ARTICLE 4: CONTRACTOR'S REPRESENTATIVE

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

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

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

ARTICLE 5: Deleted

ARTICLE 6: Deleted

ARTICLE 7: CONFIDENTIALITY

- 7.1 Contractor shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by TFL/PDIL without the prior written consent of the latter.

- 7.2 Contractor further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Contractor shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

ARTICLE 8: TAXES AND DUTIES

8.1 Deleted

8.2 Statutory variation in taxes and duties, if any, within the contractual completion period shall be borne by TFL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.

8.3 Contractor will not claim from TFL any taxes paid by him.

8.4 TFL shall deduct Income tax at source at applicable rates.

ARTICLE 9: RESOLUTION OF DISPUTES / ARBITRATION

9.1 TFL/PDIL and Contractor shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.

9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Engineer-in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

TFL shall suggest a panel of three independent and distinguished persons to the other party (Contractor) 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 suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and TFL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the TFL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the 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 proceeding shall be in English language and the venue shall be at New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation Act, 1996 and the rules framed there-under shall be applicable. All matters relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the State of Delhi (India).

9.3 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 centres of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

ARTICLE 10: LEGAL CONSTRUCTION

10.1 Subject to the provisions of this Article, the Contract shall be, in all respects, constructed and operated as an Indian Contract and in accordance with Indian Laws as in force for the time being and is subject to and referred to the Court of Law situated at New Delhi.

ARTICLE 11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES

- 11.1 TFL/PDIL may suspend in whole or in part – the performance of services of Contractor any time upon giving not less than fifteen (15) days' notice.
- 11.2 Upon notice of suspension, Contractor shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.
- 11.3 Upon suspension of the performance of services, Contractor shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.
- 11.4 By fifteen days prior notice, TFL/PDIL may request Contractor to resume the performance of the services, without any additional cost to TFL.
- 11.5 In case of suspension of work by Contractor on PDIL/TFL's request for more than 10 days, demobilization and remobilization charges will be paid to Contractor as per Schedule of Rates.
- 11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 16 hereunder.

ARTICLE 12: PRICE REDUCTION SCHEDULE (PRS)

- 12.1 In case Contractor fails to complete the services within stipulated completion schedule then unless such failure is due to force majeure as defined in Article 19 hereinafter or due to TFL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of Total Contract Price. Price Reduction Schedule shall be applicable on Final report as per clause 2.0 of Special Conditions of Contract.
- 12.2 TFL/PDIL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Contractor from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Contractor and PDIL/TFL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which TFL would have suffered on account of delay/ breach on the part of Contractor and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of TFL in the matter of applicability of price reduction shall be final and binding.

ARTICLE 13: ASSIGNMENT

Contractor shall not have the right to assign or transfer the benefit and obligations of the contract or any part thereof to the third party without the prior express approval in writing of TFL which it shall do at its discretion. However, in event of that all legal/contractual obligations shall be binding on Contractor only.

ARTICLE 14: INDUSTRIAL AND INTELLECTUAL PROPERTY

- 14.1 In order to perform the services, Contractor must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep TFL harmless and indemnify TFL/PDIL from and against claims, proceedings, damages, costs and expenses

(including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

14.2 All documents, report, information, data etc. collected and prepared by Contractor in connection with the scope of work submitted to TFL/PDIL will be property of TFL.

14.3 Contractor shall not be entitled either directly or indirectly to make use of the documents, reports given by TFL/PDIL for carrying out of any services with any third parties.

14.4 Contractor shall not without the prior written consent of TFL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

ARTICLE 15: LIABILITIES

15.1 Without prejudice to any express provision in the contract, Contractor shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

15.2 Contractor shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract.

15.3 The amount of liability will be limited to 10% of the contract value.

ARTICLE 16: TERMINATION OF CONTRACT

16.1 Termination for Default

TFL/PDIL reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of CONTRACT, by giving one month notice if Contractor fails to perform any obligation(s) under the CONTRACT and if Contractor, does not cure his failure within a period of 30 days (or such longer period as TFL/PDIL may authorise in writing) after receipt of the default notice from TFL/PDIL.

16.2 Termination for Insolvency

TFL/PDIL may at any time terminate the CONTRACT by giving written notice without compensation to Contractor, if Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TFL/PDIL.

16.3 Termination for convenience

TFL/PDIL may by written notice sent to Contractor, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by TFL till the date upon which such termination becomes effective.

ARTICLE 17: MODIFICATION

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties.

ARTICLE 18: CONTRACT/AGREEMENT

The notification of award along with agreement on non judicial stamp paper of appropriate value as per proforma annexed within 10 days from the date of receipt of FOA (Fax of Acceptance) / DLOA (Detailed Letter of Acceptance), the cost of stamp paper is to be borne by Contractor, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements, arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

ARTICLE 19: FORCE MAJEURE

Shall mean and be limited to the following:

- a) War/hostilities
- b) Riot or Civil commotion
- c) Earthquake, flood, tempest, lightening or other natural physical disaster.
- d) Restrictions imposed by the Government or other statutory bodies which prevents or delays the execution of the Contract by Contractor.

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

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

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

ARTICLE 20: RECTIFICATION PERIOD

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

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

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

ARTICLE 21: SUB CONTRACT

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

ARTICLE 22: NOTICES

21.1 Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by telegram or fax, telex/cable confirmed in writing.

21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

ARTICLE 23: ACQUISITION OF DATA

If required, Contractor shall be responsible for carrying out any surveys and acquisition of all data from necessary sources. TFL/PDIL, if requested in writing by Contractor, may assist the Contractor in the said acquisition by way of issue of recommendatory letters only. All requisite clearances, coordination, fees, charges, etc. and compliance to the local laws required for completion of the job shall be the responsibility of the Contractor.

SECTION-V

SPECIAL CONDITIONS OF CONTRACT

INDEX

1. GENERAL
2. TIME SCHEDULE
3. PAYMENT TERMS
4. PERFORMANCE GUARANTEE
5. PRICE REDUCTION SCHEDULE (PRS)
6. SUBMISSION OF FINAL BILL/ CORRESPONDENCE
7. CONTRACTOR's OBLIGATION
8. INSURANCE
9. LIABILITY OF GOVERNMENT OF INDIA
10. TERMS AND CONDITIONS

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, scope of Services and any other documents forming part of this Contract wherever the context so requires.
- 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 materials, design, and workmanship shall satisfy the relevant Indian Standards, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work(s) or making the supply with reference which the conflict exists.
- 1.7 Any work, though not specifically detailed out in this document, but needed for effective completion of job shall also be deemed to be included in the scope of the Contractor.
- 1.8 Contractor shall perform the work promptly in an efficient, orderly and workmanlike manner and shall deploy necessary qualified and skilled persons according to the requirement of the work, enforce discipline and order among its employee and observe the safety and security instructions of Owner while operating at the site. Owner reserves the right to accept or replace the Contractor Project Coordinator, site in charges or any other manpower depending upon the requirements.
- 1.9 Contract value/Contract price shall mean Total Contract Price Quoted by the bidder for the complete scope of work.
- 1.10 **Order of Precedence**

In case of an irreconcilable conflict between Indian or other applicable standards, General Conditions of Contract, Special Conditions of contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- (i) Detailed Letter of Acceptance along with Statement of Agreed Variations & its enclosures and any corrigendum/ addendum.
- (ii) Fax/ Letter of Intent/ Fax of Acceptance.
- (iii) Schedule of Rates as enclosures to Letter of Acceptance.
- (iv) Special Conditions of Contract.
- (v) Instructions to Bidders
- (vi) General Conditions of Contract
- (vii) Specifications, Special notes regarding specifications and Drawings, all three in conjunction with each other.

2.0 Time Schedule/Completion Schedule:

The Completion Period is 4 months from the date of issuance of FOA for the complete scope of work as defined in Technical Specification.

The following are the milestone for completion of activities/submission of deliverables:

Sl. No.	Activity/Deliverables	Time Schedule
1.0	Submission of Draft Report(s) for complete scope of work.	Within 2.5 months from date of issue of FOA.
2.0	Submission of Final Report(s) for complete scope of work.	Within 1.5 months from date of issue of FOA.

All survey reports including final approved survey data / documents shall be submitted in two(02) hard copies as well as one soft (01) copies in via Hard Disc/CD/pen drive to TFL/PDIL

3.0 PAYMENT TERMS

3.1 Payment terms will be as follows:

- 15 % of TOTAL CONTRACT PRICE after submission of Reconnaissance Survey Report for all routes as per the Technical Specification.
- 20% of TOTAL CONTRACT PRICE after submission of Detailed Route Survey draft Report for final selected route as per the Technical Specification.
- 15% of TOTAL CONTRACT PRICE after submission of Cadastral Survey draft Report as per the Technical Specification.
- 25% of TOTAL CONTRACT PRICE after approval of Detailed Route Survey Final Report with all documents, as per the Technical Specification.
- 25% of TOTAL CONTRACT PRICE after approval of Cadastral Survey Final Report with all documents, as per the Technical Specification.

3.2 No variation on account of taxes and duties, statutory or otherwise, shall be payable by OWNER to AGENCY except for GST. However, any statutory variation for GST shall be payable up to the completion schedule mentioned above against documentary evidence. Any reduction in the amount of GST resulting from a reduction in the rate of GST or remission or exemption from GST with respect to Goods and Services provided to the TFL shall be refundable to the TFL at actual within the completion period and also during the delayed contractual completion period, if any.

3.3 In case of disputes concerning invoice(s), TFL shall return said invoice(s) to CONTRACTOR within fifteen (15) days from its/their receipt specifying in writing the reasons for its /their rejection.

3.4 Mode of Payment:

All Bills/Invoices of Contractor shall be vetted by PDIL before payment thereof from TFL. Contractor shall render all data/documents to the satisfaction of PDIL/TFL for enabling them to review & certify the Bills/Invoices as good for payment.

TFL shall pay for the services rendered as per stipulation in the tender through E-Banking only. All Bank charges of Contractor's Bankers shall be to the Contractor's account.

3.5 Payment shall be released within 45 days from the date of receipt of acceptance of invoice duly certified by EIC (Engineer-in-Charge) in Finance Department.

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

3.7 Please note that the GSTN of Talcher Fertilizers Ltd., Noida is **09AAFCT8667A1Z3**.

3.10 PAYING AUTHORITY

Director (Finance)
Talcher Fertilizers Limited
GAIL Training Institute
Plot No. 24, Film City,
Sector 16A,
Noida – 201301

4.0 PERFORMANCE GUARANTEE

Not applicable.

5.0 PRICE REDUCTION SCHEDULE (PRS)

5.1 In case of delay beyond the Completion Schedule (Final Report), then unless such failure is due to force majeure as defined in clause 19.0 of GCC or due to PDIL/OWNERS's default, there will be a reduction in Consultancy Fees @ 1/2% for each week of Delay or part thereof

subject to maximum of 5 % of Consultancy Fees (excluding GST). Price Reduction Schedule shall be applicable on submission of Final Report of Detailed Route Survey (including Cadastral survey Report complete in all respect as per TS) as per clause 2.0 above.

- 5.2 TFL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Contractor from its obligations and liabilities under the contract. Both Contractor and TFL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which TFL would have suffered on account of delay/ breach on the part of Contractor and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of TFL in the matter of applicability of price reduction shall be final and binding.
- 5.3 In case delay of in execution of contract, Contractor will raise invoice for reduced value as per Price Reduction Clause. If Contractor has raised the invoice for full value, then Contractor will issue Credit Note towards the applicable PRS amount.
- 5.4 In case Contractor fails to submit the invoice for reduced value or does not issue credit note as mentioned above, TFL will release the payment to Contractor after effecting the PRS clause.
- 5.5 In the event of any financial implication arises on TFL due to issuance of invoice without reduction in price or non-issuance of Credit Note, the same shall be to the account of Contractor.

6.0 SUBMISSION OF FINAL BILL/ CORRESPONDENCE

- 6.1 The final bill complete in all respect shall be submitted after certified completion of work. The bill should be accompanied with the following documents:
- i. Job completion certificate.
 - ii. No claim certificate on TFL's prescribed proforma.
- 6.2 No claim shall be entertained after receipt of final bill. Settlement of final bill shall be made within 1 (one) month period subject to furnishing of all required documents /clarification and extension of time, if any, by TFL's competent authority.
- 6.3 In case any claim with regard to the wages of any labour employed by Contractor for the subject job is pending/ reported, TFL/PDIL shall be fully entitled to withhold payment of final bill pending finalization of such claims.
- 6.4 Invoice for payment against Work Order /Contract shall be addressed to PDIL/TFL. The WORK Order/Contract number shall be shown on all invoices and communications.
- 6.5 All correspondence from Contractor shall be forwarded in duplicate (2 copies) to PDIL and 02 copies to Owner at following addresses:

PDIL(CONSULTANT)/ TFL(OWNER)

PDIL

Mr. R.N. Satyarathy
Mob. : 09555445021
E-mail:rnsatyarthypdil.in.com

TFL

Mr. Satyabrata Mishra,
General Manager (Projects)
Mob. : +91-9927339444
E-mail: smishra@gail.co.in;

7.0 CONTRACTOR'S OBLIGATION

- a) Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- b) Special safety equipment e.g. safety belts, helmets, hand gloves, goggles, safety Shoes etc. shall be provided to the personnel engaged by the Contractor.
- c) In case of accident, injury and death caused to the employee of the Contractor while executing the Work under the contract, the AGENCY shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify TFL/PDIL from such liabilities.
- d) The Contractor shall also undertake to obtain necessary group insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.
- e) 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.
- f) 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.
- g) 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.

8.0 INSURANCE

Necessary insurance(s) to cover accident risk for his employees loss of life, material etc. to crew or the third party to be arranged by Contractor at his cost.

- 9.0 Liability of Government of India:** It is expressly understood and agreed by and between Bidder or/Contractor and M/s Talcher Fertilizers Limited, and that M/s Talcher Fertilizers Limited, 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 M/s Talcher Fertilizers Limited 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/ Contractor expressly agrees, acknowledges and understands that M/s Talcher Fertilizers Limited 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/Contractor 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.

10.0 TERMS AND CONDITIONS

10.1 Deleted

10.2 Contractor shall take approval from TFL/PDIL before deploying the qualified and experienced personnel on its direct payroll. Contractor shall also submit deploying employees.

10.3 Contractor shall deploy adequate number of qualified and experienced personnel on its direct payroll, e.g. professional engineers, subordinate engineering personnel, etc. and other specialists of appropriate levels to ensure Quality in all stages and aspects as per best engineering practices, requirement of codes, standards, specifications, timely & expeditious completion of the project and Economize project expenses. The team should be dedicated to TFL project.

10.4 Contractor shall adhere to project schedule.

10.5 All recommendations related to Survey report shall be prepared by Contractor after being duly reviewed and approved at requisite level at Contractors's end and then the signed copy is to be forwarded to PDIL through covering letter. AGENCY to proceed further only after receipt of approval of recommendation from PDIL/TFL.

10.6 PDIL/TFL will assign the nodal persons for this job with whom AGENCY will coordinate for day to day activities.

10.7 Contractor shall perform the work under this CONTRACT with diligence and conforming to the best international practices available. Further, the Contractor shall perform their obligations conforming to rules, regulations and procedures prescribed by law of the land.

10.8 Contractor shall attend and provide its feedback in Review Meetings undertaken by PDIL/TFL, which shall be attended by the AGENCY's personnel at appropriate level.

10.9 Contractor shall not without the prior written consent of TFL be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

SECTION-VI

TECHNICAL SPECIFICATION/SCOPE OF WORK

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Talcher Fertilizer Limited

**TENDER DOCUMENT
 FOR
 ROUTE SURVEY
 FOR
 BELT CONVEYOR LINE AND ASH SLURRY PIPELINE**

**PLANT: AMMONIA-UREA PLANT BASED ON COAL
 GASIFICATION**

**PROJECT:
 INTEGRATED COAL BASED FERTILIZER COMPLEX AT TALCHER, ANGUL,
 DISTRICT- ODISHA, INDIA**



0	01.09.2022	01.09.2022	ISSUED FOR TENDER	SK	SS	RNS
REV	REV DATE	EFF DATE	PURPOSE	PREPD	REVWD	APPD

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SECTION VI		
1	SCOPE OF WORK	PC183/E/207/S-VI/1.0
2	TECHNICAL SPECIFICATION	PC183/E/207/S-VI/2.0



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SCOPE OF WORK

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1.0 **PROJECT DESCRIPTION**

M/s Talcher Fertilizers Ltd., hereinafter also referred to as “OWNER” & “TFL” is a joint venture company of four major Public Sector Units – M/s GAIL (India) Limited (GAIL), M/s Rastriya Chemicals & Fertilizers Ltd. (RCF), M/s Coal India Ltd. (CIL) and M/s Fertilizers Corporation of India Ltd. (FCIL) has decided to build a world class Coal based fertilizer complex.

The fertilizer complex is to be built at Talcher, Angul District, Odisha (India) and will consist of Coal Gasification Plant (CGP), Ammonia Plant and Urea Plant, Steam generation plant (SGP) along with Offsite and Utility Plants.

The fertilizer complex will require huge quantity of coal which is to be procured from nearby allotted coal mines. This coal will be brought from coal mines to TFL plant via conveyor.

As fertilizer complex will be Coal based, ash and slag shall be generated from Coal Gasification Plant and Steam Generation Plant. For proper handling of ash & slag, an Ash handling plant has been envisaged.

PDIL being Project Management Consultant (PMC) aims to select a reputed agency to carry out Reconnaissance and Detailed Route Survey for the following:

- (a) Route survey of Ash slurry pipeline from plant “Ash Pond” site to allotted coal mine consisting of Survey Segment of approximately 8 Km.

Allotted coal mine for safe disposal of ash slurry and slag generated in the plant is known as “Quarry IV under Jagannath OCP mine” which is approx 8 km away from Talcher Fertilizer Complex. Following mode of transport has been envisaged for transfer of fly ash, bed ash & slag generated to allotted “abandoned” coal mine:-

- Fly ash/Bed ash through Pipeline
- Slag By road transport (via trucks)

- (b) Route survey of conveyor belt line from allotted coal mines to TFL plant at Talcher consisting of survey segment of approximately 13 Km.



TFL has been allotted with coal mine known as “Bhubaneswari Mines (Take-1)” approx 13 km away from Fertilizer Complex for acquiring coal. Coal will be brought from coal mines to TFL plant via belt conveyor line.

- (c) Study to determine the shortest possible route of truck movement for disposal of slag with proper facility i.e. Terminal point for disposal required for slag unloading from Ash Pond (which is inside the Fertilizer Complex) through trucks at allotted coal mine. Study shall also include modification (if required) of existing route, identification of obstructions like encroachment, rail road crossing, bottlenecks, etc.

2.0 **OBJECTIVES**

The main objectives of the survey work are as follows:

- i. Obtaining topographical details along the pipeline and conveyor line route after physical verification of most optimized route and collecting information about the existing facilities, development plans, restricted area etc. located along and in the vicinity of the proposed route.

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- ii. The continuous profile of the proposed pipeline and conveyor line route shall be established from the reduced levels (RL) taken as described in the Technical specification and scope.
- iii. Collection of revenue maps, latest ownership of land with Part / Hissa details, collection of FMB (Field Measurement Book) preparation of cadastral maps along the pipeline as well as conveyor line route including preparation of land schedule in hard copies as well as in soft copies (In English & Hindi languages both).
- iv. Identification and marking of Govt. land and private land along pipeline and conveyor line route (if any).
- v. Obtaining Geospatial features of the area [such as District /Taluk / Village details, Roads (NH, SH & other major/minor roads), Police station, Hospitals etc.] so as to visually represent the geographical locations.
- vi. Obtaining details of crossings en-route pipeline as well as conveyor line with name and complete address of concerned state / central govt. authorities under whom the crossing locations falls.
- vii. Obtaining pipeline as well as conveyor line- Point-of-Interest (POI) information en-route Right of Use (RoU).
- viii. Contractor shall also suggest shortest possible route of truck transfer for disposal required for slag

3.0 **SCOPE OF WORK**

The scope of work under present assignment shall consist of Reconnaissance and Detailed Route Survey for pipe line.

3.1 **Table top study / Reconnaissance Survey :**

Carrying out table top study based on the Latest Survey of India Maps / Satellite Images of the area / Development plan of the areas as received from concerned Authority as well as field survey. The reconnaissance survey to be carried out for different options of routes wherever possible and critical evaluation of route to be done considering survey efficiency. Techno-commercial feasible route shall be properly mentioned in the reconnaissance survey report for approval of Owner/PMC. The Contractor has to submit at least three routes for both ash slurry pipeline and conveyor line. However, if there is no possibility of alternate reconnaissance survey route, unwanted efforts to generate optional routes may be avoided. (Payment shall be released only for final routes selected by Owner/PMC).



3.1.1 **Establishing the areas where:**

- a. Difficulty is expected in mobilization of ash slurry pipeline and conveyor line construction equipment.
- b. RoW/RoU is likely to be restricted due to built up areas/habitation
- c. Areas earmarked for future developments

3.1.2 **Obtaining permissions for carrying out route survey work from the concerned authorities.**

3.2 **Detailed Route Survey**

- a. Carrying out detailed route survey work for the entire route of the proposed ash slurry pipeline and conveyor line as established by Contractor and approved by Owner/PMC. Detailed route survey works shall be carried out in accordance with technical specifications including detailed

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study of crossings like Railways, Roads, Rivers, Canals, Forest Areas and Hilly Terrains etc. Survey shall also cover an area of 50 meters on either side of centerline of surveyed route. The survey shall also include locating all existing underground pipeline(s), utilities such as water line sewer line etc. using cable / pipeline locators etc. and plotting the same on alignment sheets etc.

- b. Carrying out detailed engineering survey of final route of both Belt conveyor line and ash slurry pipeline including setting of Ground Control Points using DGPS at an interval of 2-3 km on permanent structures en-route by providing all manpower, tools, tackles, materials, equipments and others support / facilities necessary for the works. The work shall also include.
 - i. Locating and fixing of centreline for the Belt Conveyor line and ash slurry pipeline route using DGPS/Total Station, Carrying out field measurement, topographical survey of entire route and establishing TP/IP along the centreline
 - ii. Submission of route map, Alignment sheets, longitudinal cross sectional drawings, crossings en-route for entire length
 - iii. detailed study of crossings like Railways, Roads, Rivers, Canals, Forest Areas and Hilly Terrains etc including locating all existing underground pipeline(s), utilities such as water line sewer line etc. using cable / pipeline locators etc
 - iv. Submission of survey report, other drawing / documents / detail etc as per Technical Specifications.
- c. Contractor has to deploy sufficient survey teams so as to complete the work in schedule time.

3.2.1 Submission of Missing, incomplete & wrong data / details



It is overall responsibility of the Contractor to furnish accurate and complete data / details pertaining to survey activities. However, if the data / details provided by the Contractor is found to be in-accurate, incomplete, missing etc. then contractor have to make good the same by taking appropriate action immediately at no extra cost to Owner/PMC.

3.2.2 Supply and installation of the pillars as per requirements of the specifications and instructions of the OWNER/PMC.

3.2.3 Tie-in of the starting and termination point of the proposed ash slurry pipeline and conveyor belt line survey to the grid control system being used for end facilities. A global geo-referencing system to be used for complete integration of the survey database.

3.2.4 Contractor shall also identify the earthquake prone area along the pipeline and conveyor route and shall define the seismic zone and its category with proper marking on the route map. A separate list of elevation difference to be submitted, wherever major differences have occurred. The elevation details / ground profile has to be with reference to MSL.

3.2.5 Preparation of survey reports/drawings/documents and submission of the same to OWNER/PMC for review & approval.

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3.2.6 Locating all buried / above ground pipelines, other utilities within a distance of 50 meters on either side of the centre line of the proposed RoU/RoW with the help of pipelines locator or other suitable instruments.

3.2.7 Major features /land marks should be included:

- All built-up areas such as religious places, school, hospitals, houses etc.
- District / Village and Panchayat roads
- Water bodies
- Overhead and underground utility crossings
- Marshy Land / waste Land/forest land
- Any other relevant information not covered above

The Scope of work shall also include any other item/activity required to complete the work in all respects as per specifications, drawings, implementation schedule, and instructions of OWNER/PMC whether specifically mentioned herein or not, but is required to fulfill the intended purpose of this tender.

3.3 Scope of Cadastral Survey:

Carrying out cadastral survey as per technical specification for the proposed ash slurry pipeline and belt conveyor line.

- 3.3.1 The contractor has to mobilize Cadastral survey team from the beginning itself so that details related with RoU/RoW are obtained well in time for collection of Village Maps (Revenue Maps), digitization of Village Maps (cadastral maps) and transfer of alignment and RoU/ROW in the maps for RoU/ROW acquisition.
- 3.3.2 Proposed RoU/RoW width shall be up to 30 meters, hence the Cadastral survey shall be carried out covering a corridor of up to 30 meters unless otherwise specific instruction is given regarding change in RoU/RoW width. In the restricted area, the width of RoU/RoW will be decided in consultation with the concerned authorities and as per respective Government regulations/laws. Accordingly, land schedule to be submitted for RoU/RoW notifications.
- 3.3.3 Collection of certified Ownership details, all the latest revenue and other related records/maps duly authenticated by concerned revenue authorities of respective Village/Tehsil/District,
- 3.3.4 Collection of Field Measurement Book (FMB) required for carrying out this survey shall be arranged by the Contractor at his own cost and responsibility.
- 3.3.5 The Contractor shall digitize revenue maps, data/records and mark the pipeline route on maps. Contractor shall submit following details in cadastral survey report:
- 3.3.6 Providing Land schedules (in English, Hindi) giving the survey numbers, area and details of owners, marking on Khasra map, tree enumeration as per the latest official revenue records.



The Detail shall be provided as per the following format in Hindi and English:

Sr. No.	District	Tehsil	Village	Survey No.	Area	Ownership Detail	Land Use Detail

Major features/landmarks including:

All built-up areas such as Religious places, schools, hospitals, houses etc.

- District/village and Panchayat roads.
- Water bodies

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- Forest land
- Overhead and underground utility crossings
- Marshy land/ waste Land
- Any other relevant information not covered above

Note: 1) Contractor shall be fully responsible for collection of correct and Up-to-date records/ data.
2) Any defects noticed in the above information shall be rectified at the risk and cost of the Contractor.

3.4 Study to determine the shortest possible route of truck movement for disposal of slag with proper facility

Report should cover description regarding best possible route for disposal of slag (from Ash Pond located inside the Fertilizer Complex) through trucks at Terminal point for disposal for slag unloading inside allotted coal mine. Study shall also include modification (if required) of existing route, identification of obstructions like encroachment, rail road crossing, bottlenecks, rules & regulations etc.



4.0 CHECK-LIST

The check list points consist for (a) Reconnaissance route survey (b) Detailed route survey for both Belt Conveyor Line and Ash Slurry pipeline (to be provided separately) as follows:-

(a) Check list points as detailed below to be covered in Reconnaissance route survey reports.

CHECK LIST Table Top Study & Reconnaissance Surveys

S.N.	Activities	Status / Remarks			
1.	Fixing of start and end locations				
2.	Carry out a Table Top Study of relevant SOI maps / Satellite images				
3.	Carry out field verification for route identified based on table top study				
4.	Carry out critical evaluation of all the alternate routes, considering the following check list				
S.No.	Description	Route - 1	Route - 2	Route - 3	
1.	Total distance of the route from start point to end point				
2.	Consideration for selecting a route in the existing corridors Record, if any existing corridors are possible				
3.	Check for the shortest route w.r.t. crow fly distance as far as possible				
4.	Check for Wild Life Sanctuary / National Park / CRZ- Avoid the same as far as possible				
5.	Check the protected forest / Reserved Forest – Avoid the same as far as possible				
6.	Check for social forest. Avoid them as far as possible				



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7.	Avoiding areas reserved for planned development including strategic / defense establishment				
8.	Check minimum major crossing of rivers, roads railways, streams, canals & power transmission line				
9.	Check for approachability for transportation of material and equipment for construction & future maintenance of the pipeline/conveyor line. Record, if any problems envisaged				
10.	Check for habituated areas, public utilities etc. – avoid the same				
11.	Check for feasibility of pipeline /conveyor line route considering limitation of topography and terrain. Record, if any problems envisaged				
12.	Check for tidal wave region, if exists avoid & preferably route the pipeline / conveyor line on safer side of the highway/railway				
13.	Check for unstable ground feature i.e. sourcing etc. if any sign exists then locate the pipeline / conveyor line at safer side				
14.	Any other problems envisaged with regard to construction of P/L like Terrain / Topography of the route				
15.	Any other problems envisaged with regards to obtaining of RoU/RoW				

(b) Following points to be ensured during detailed route survey, in addition to check list points for Reconnaissance Survey

CHECK LIST
Detailed Route Survey

S.N.	Activities	Status / Remarks
1.	Re-confirmation and Fixing of start and end locations of survey	
2.	Transfer of nearby benchmarks (with reference to MSL) Fixing of Co-ordinates of start / end locations	
3.	Check for calibration / accuracy / performance of Total station & other instruments used for Survey. Indicate details of instruments used	
4.	Check for the Surveyor experience and their operating skills of survey instruments	
5.	Certification for route not passing through CRZ / National Park / Sanctuary / Coral reef / Ecologically sensitive areas including LNG terminals	Certificate to be provided in the survey report itself
6.	Certification for route not passing through Critically Polluted areas as per latest MoEF Notification, if required.	
7.	Check for any other existing underground cables / pipeline, using cable/pipeline locators and determination of cover (depth)	
8.	Check to avoid major obstacles / dense plantation /	

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	permanent structures / very hilly terrain etc.	
9.	Major highlights of the route-	
a.	Major highlights of the route	
b.	Co-ordinates of starting point	
c.	Co-ordinates of Terminating point	
d.	Total Chainage	
e.	RLs at intervals	
f.	Total TP Points	
g.	Total TP Points	
h.	Major Crossings Rlys/NH/SH/River/Canal/Forest	



Techno-commercial feasible route selected for route survey, based on merits and demerits as per above criterion.

5.0 CONTRACTOR'S RESPONSIBILITY

- 5.1 Contractor shall carryout Reconnaissance Survey and finalizes the route in consultation with OWNER/PMC. Deviation from route, if considered essential by Contractor, shall be brought to the notice of the OWNER/PMC.
- 5.2 Contractor to arrange all manpower and equipments etc. required to complete the work as per the tender and as directed EIC.
- 5.3 Contractor shall be responsible to arrange permissions from concerned authorities, licensing with authorities and local people during the execution of the job and other support facilities etc. to complete the work.
- 5.4 Any dispute arising out of any damages caused by Contractor or Contractor's workmen during the execution of the work has to be settled by the Contractor.
- 5.5 Ground profile shall be prepared based on MSL.
- 5.6 Collection of all information and proposed development plans in nearby vicinity of proposed pipeline/conveyor line.
- 5.7 Arranging of SOI maps in scale of 1:50,000 / 1:25,000 and also other maps like development authorities map etc. as per the requirement.
- 5.8 Contractor shall carryout all works in strict compliance with applicable specifications as per the tender and as directed by EIC.
- 5.9 All maps procured by the Contractor under this contract shall be property of the OWNER/PMC and shall be handed over to OWNER/PMC after completion of work.
- 5.10 Procurement of all required Survey of India maps /Satellite imageries / any other map necessary to undertake reconnaissance survey and detail route survey of proposed pipeline and conveyor line shall be in Contractor's Scope without any additional cost to OWNER/PMC. However, general assistance in procurement of maps, if required, shall be provided by OWNER/PMC.

6.0 DOCUMENTS / DATA SUBMISSION

- 6.1 All drawings, reports, formats etc. forming the part of submission to OWNER/PMC shall be prepared on latest computer package. All drawings, including, but not limited to alignment sheets, crossing drawings, Ground profiles etc. shall be prepared using latest version of AutoCAD. All reports,

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formats, write-ups, charts shall be prepared on computer using software package compatible with MS Office latest version.

6.2 Distance mentioned for route surveys in the Technical Scope (i.e. 20 Km) is tentative. Contractor will not be allowed to claim any compensation but only up to +10% increment as per actual. But if in case, the length of route survey exceeds beyond 10%, contractor shall be compensated on pro-rata basis with base length as 20 Km. Bidder to quote accordingly.

6.3 Contractor has to submit survey data; drawings etc. to OWNER/PMC for review and incorporate the comments, if any, provided by Owner/PMC for final approval. The Contractor shall prepare all deliverables for both type of route survey (Belt Conveyor line and Ash slurry pipeline) SEPARATELY and submit the following as per the schedule provided below within stipulated time period as mentioned elsewhere in NIT:

(a) Reconnaissance Survey for all routes as described in the Technical Specification and SOR

- Interim Survey Report in 2 hard copies and one soft copy
- Contractor to submit the 2 copies of final Reconnaissance Survey after incorporating OWNER/PMC comments/observations/requirements

(b) Draft Detailed Route Survey including study to determine the shortest possible route of truck movement for disposal of slag, complete as per Technical Specification and SOR: for final selected route

- in 3 hard copies and one soft copy

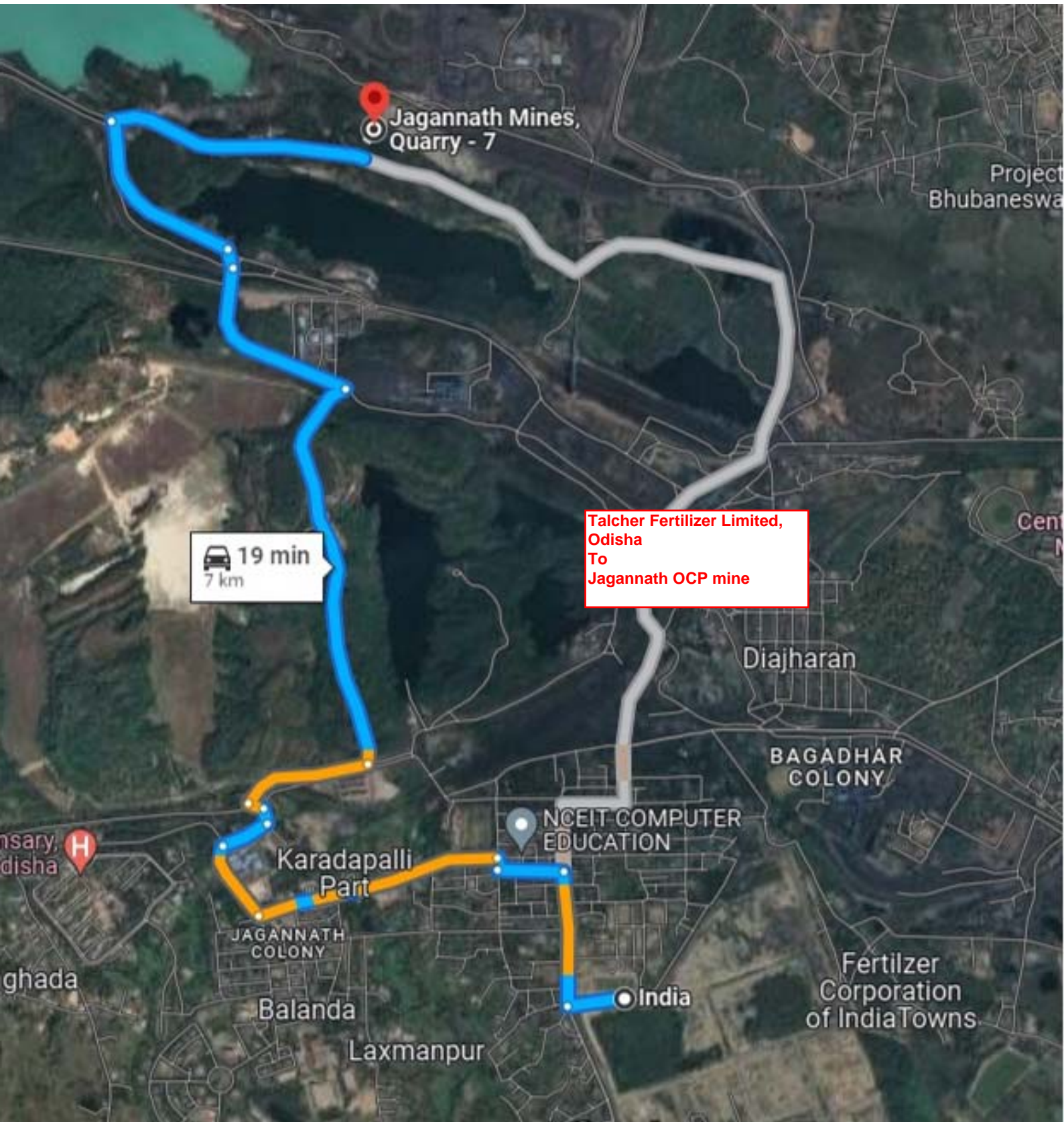
(c) Cadastral survey Report complete as per Technical Specification and SOR: for final selected route

- in 3 hard copies and one soft copy

(d) Final Reports (Detailed Route Survey Report, the shortest possible route of truck movement for disposal of slag and Cadastral Survey Report complete in all respect) based on Owner's/PMC comments : in 3 hard copies and one soft copy

In addition, final approved survey data / documents shall be submitted in three hard copies as well as one soft copy in via Hard Disc/CD/pen drive to OWNER/PMC along with e mail.

6.4 Pictorial representation from Google Earth pictures attached for reference purpose only. Actual route may be different as per route survey.



Jagannath Mines,
Quarry - 7

Talcher Fertilizer Limited,
Odisha
To
Jagannath OCP mine

19 min
7 km

Diajharan

BAGADHAR
COLONY

NCEIT COMPUTER
EDUCATION

Karadapalli
Part

JAGANNATH
COLONY

Balanda

Laxmanpur

India

Fertilizer
Corporation
of India Towns

Bhubaneswari mines new patch

Madanmohanpur

Ambamunda

Langijoda

Hensamul

Lingaraj Open

Deracolliery Twp

Talcher Fertilizer Limited, Odisha To Bhubaneshwari Mine

25 min
11 km

Rodhasar

Central Hospital, MCL, Talcher

Diajharan



Tentulei, Odisha 759116

Jaganathpu Part



Balanda

Fertilizer Corporation of India Ltd

Scotlandpur



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TECHNICAL SPECIFICATIONS

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1.0 **SCOPE**

This specification covers the minimum requirements of route survey including locating the centre-line of pipeline alignment on the ground, field measurements for Planimetry and profile and preparation of drawings and documents. Kindly note that the specification for route survey shall apply for both Ash slurry pipeline route survey and Conveyor belt line route survey.

2.0 **REQUIREMENTS**

2.1 All survey works shall be performed by or under the supervision of a qualified land surveyor.

2.2 All measurements shall be in metric units.

2.3 The readings and noting shall be neat, legible and scorings and over-writing shall be dully initialled by the Surveyor.

2.4 All survey shall be carried out using approved methodology and equipments e.g. DGPS, GPS. Total Stations, Auto levels, High precision Theodolite etc.

3.0 **PRELIMINARY AND LOCATION SURVEY**

3.1 **Reconnaissance surveys**

3.1.1 OWNER/PMC will provide only start and end location of survey and contractor will procure required SOI map, satellite imageries and other document at his own cost. Contractor has to carry out table top study and subsequently field verification for route identified based on table top study'.



3.1.2 Contractor has to make critical evaluation of alternate routes and will recommended for techno-commercial feasible route based on merits and demerits to OWNER/PMC and shall obtain approval of most feasible route before start of detailed engineering survey.

3.2 **Alignment and location surveys:**

3.2.1 A preliminary survey for locating the centre-line of pipeline alignment on the ground shall be carried out and where it becomes apparent that a better route could be followed, the Surveyor shall consult OWNER/PMC for authorization to make change.

3.2.2 Turning Points (TPs) shall be located by Surveyor considering the following :

- To avoid obstruction along the line, by ranging on ground and shifting the Turning Points if need be
- Check for terrain gradient by using hand clinometers / other suitable equipment.
- Ensure proper angle of crossing by keeping as nearly right angle to road / rail / streams etc. as far as possible.

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- To check from construction point of view and avoid objects like power, telephone and telegraph poles, walls, tube wells or such other structures falling in the strip of land, 50 m on either side of pipeline alignment.

3.3 Staking of pipeline

3.3.1 The pipeline defining trench centre line shall be staked by placing suitably painted marker stakes at Turning Points (TPs) and at Intermediate Points (IPs) between consecutive TPs. All turning points (TPs) and intermediate points are referred as Intersection Points.

The pipeline centre line shall be staked on the ground as follows:

First, the Turning Points (TPs) shall be staked on the ground. After locating and marking the TPs, the intermediate points shall be staked while measuring slack distance. The staking shall normally be done at intervals of 250 m approx along the centre line of the pipeline.

3.3.2 The intersection Points shall be serially numbered from the starting point. The serial number of each Intersection Point shall be boldly inscribed on the marker stake. In addition, the Turning Point (TP) marker stake shall identify the Turning Point reference number from the starting point.

3.3.3 For Intermediate Points (IPs) letter "P" shall precede the serial number of the intersection Point maker. For Turning Points, the letters "IP" shall precede the Turning Point reference number and the letter "P" shall precede the serial number of the Intersection Point.

3.3.4 The marker stakes at Turning Points (TPs) shall be referred with three reference stakes around the TP. The reference stakes shall carry the Turning Point reference number and their respective distance from the TP marker stake.

3.3.5 Change in direction of line shall be marked on the TP marker stakes. In addition, direction markers near TPS and other locations shall be placed wherever necessary.



3.4 Stakes and Marker

3.4.1 All marker stakes shall be of pre-cast reinforced cement concrete (1:2:4) pillars or stone, having tentative dimensions of 150 X 200 X 800 mm and shall be buried to a depth of about 500 mm at intervals of 250 m approx along the centre line of the pipeline.

If, pre-cast RCC markers are provided, it should have reinforcement of 04 nos-6 mm dia bars with 04 equally spaced rings of 6 mm dia. All pre-cast RCC pillars should be engraved with OWNER name on one shorter vertical face. In case of stone pillars, OWNER to be written with the paint.

The exposed surface of the blocks shall have a smooth finish and shall be painted with Red Paint. All letters and figures shall be paint marked on the surface of the blocks in white.

3.4.2 On the top surface of the marker, a cross inside a circle shall be engraved at the centre or a nail shall be put centrally inside an engraved circle, to indicate the exact position of the Intersection Point. The circle shall be of approximately 50 mm diameter. In case of stone markers, a cross inside the circle at the centre of stone shall be made with the paint.

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3.4.3 Surveyor can, however, propose to OWNER/PMC other types of stakes / markers which are better suited to site conditions.

4.0 **BENCH MARKS**

4.1 Bench Marks (BM) at approx. every 5 Km on permanent structures along the Right-of-Use (ROU) i.e. within 100 m side of RoU, shall be established and described. Additional bench marks shall be established near the major pipeline crossing sites, if any.

5.0 **CROSSINGS**

5.1 **General**

As far as possible, crossings shall be made right angles. The surveyor shall record the angles of crossing for all fences, property lines, utilities, railways, canals streams, etc. that are crossed. In addition, the true bearings of the centerline of the road, railway, canal as well as that of the pipe centre-line shall be recorded. Turning Points (TPs) provided near crossings shall be located, at least 50m from the crossing's boundaries, in stable and firm ground.

5.2 **Railway Crossings**

The angles for all railway crossings shall be as close to 90 degree as possible, but in no case less than 85 degrees to the centre-line of the railway. The details of other features of railway track such as electric & telephone pole no & their respective distance from the centre line of the pipeline. Also distance of nearest railway station to be given along with MSL, of the crossing.

5.3 The angles of crossing for secondary roads shall be as close to 90 degrees as possible, but in no case less than 45 degrees to the centre-line of the roads. All temporary roads, unpaved village roads, cart-tracks, etc. come under the category.

5.4 **River/Stream/Nala Crossings**



These crossings shall be established as close as possible to the locations shown on the route map. Crossings shall be located in a comparatively straight each of the river where the banks are stable and there is sufficient area for construction. Angle of crossing shall be as close to 90 degree as possible.

5.5 **Canals/Drainages Ditch Crossings**

The angle of crossing shall be as close to 90 degrees as possible but in no case less than 60 degrees to the centre-line of the canal / drainage. Crossings shall be located where there is no evidence of slumping or corrosion of banks or bed.

5.6 **Utility Crossings**

Utilities crossed shall be located at centre-lines with stakes containing station numbers in the survey. The angle or crossing shall be measured and locations established relative to their

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above-ground facilities. The names and sizes of all utility lines shall be included in the survey notes. In cases of overhead power and telephone lines, the distance to the poles and towers on each side of the survey line shall be measured, and the numbers of poles or towers noted. Line voltage shall also be recorded. Wherever possible, the survey shall be established so that there is a minimum distance of 50 meters from the survey line to the nearest High Tension pole or tower.

6.0 **ACCURACIES IN MEASUREMENT**

- 6.1 Surveyor shall incorporate corrections to the linear ground measurement due to standard errors, variations from standard errors, variations from standard temperature and pull.
- 6.2 The error for angular closure for the work shall not exceed one minute per station and for linear measurements it shall be read to the nearest 0.005 M
- 6.3 The observations for measurement of vertical distances on bench marks shall be read to accuracy to the nearest 5 mm and for Intersection Points and other points also Pipeline route and at crossing to the nearest 10 mm.

7.0 **CHAINAGE**



- 7.1 Distance between Intersection Points staked along the pipeline route shall be measured and recorded. In addition, distance between level points shall also be measured and recorded.
- 7.2 Chainage will be continuous in the direction of survey.
- 7.3 The true bearing of all straights shall be observed and recorded.
- 7.4 Data on nature of terrain, viz sandy, stony, marshy, vegetation, etc. and type of ground will also be recorded along with chainages of change of points.

8.0 **MEASUREMENT OF HORIZONTAL ANGLES**

- 8.1 Horizontal angles are measured to indicate the change in direction of alignment and specify the horizontal bend at the Turning Points.
- 8.2 The line at both ends shall be tied to the grid control system being used for end facilities. True bearing at the beginning, end and every 15-20 KM shall be observed to keep a check on errors in angular measurement.

9.0 **PROFILE**

- 9.1 The continuous profile of the proposed pipeline route shall be established from the reduced levels (RL) taken
- i) At starting point
 - ii) At all Turning Points (TPs)
 - iii) At all Intermediate Points staked on the ground.

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- iv) At all points on the pipeline route where there is a change in slope.
- v) Profile of obstructed area by depth/height

9.2 When the terrain is flat, reduced level shall be additionally recorded along the pipeline route at 100m interval.

9.3 When the terrain is undulating observation of reduced level shall be made at a sufficient number of points so as to given an accurate plotting of the ground profile along the route.

9.4 For road and railway crossings, the reduced levels shall be recorded at all points along the pipeline alignment wherever there is a change in slope within the entire width of the Right-of-Use of the road/railway. Contractor shall prepare a detailed drawing for the crossing in scale 1:100 (in both horizontal and vertical directions) which shall be truly representative of the crossing profile.

9.5 For river / stream/nala/canal crossings, levels shall be taken at intervals of 5M up to 30M beyond the highest banks on both sides. Levels shall be taken at closure intervals, if there is a change in slope. Contractor shall prepare a detailed drawing for the crossing in scale 1:100 (in both Horizontal and Vertical directions) which shall be truly representative of the crossing profile.

9.6 In Right-of-Use having slope across the pipeline alignment, as encountered in hilly areas, Ghat regions, ravines and other similar areas as directed by OWNER/PMC, cross-section at 50M interval and for a length of 50M on either side of the pipeline alignment shall be observed and recorded.

9.7 For major water crossing sites, cross section as above shall be observed at both banks.

9.8 Maximum misclosure shall not exceed $24 \sqrt{K}$ mm where 'K' is the distance in Km Maximum length of line of sight shall not exceed 100M.

9.9 All levels shall be with respect to Mean Sea Level (MSL).

10.0 **BUILT-UP AREAS**



10.1 **Monuments and Properties**

The pipeline alignment shall run clear of the existing monuments, properties and structures etc., as indicated in pipeline and conveyor Route Survey Data Sheet (Annexure-IV).

For congested areas, closer distance may be adopted; however, location shall be approved by OWNER/PMC.

10.2 **Parallel Alignment**

The pipeline alignment wherever runs parallel to an existing or planned under / over ground facility will be treated as parallel alignment. For underground facilities surveyor shall identify and locate them with suitable special ground laths. The following clearances shall be observed in case of parallel alignment defined above.

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- Between existing / planned electrical power cable /lines and the proposed line – 50.0 metres.
- Between existing/planned communication cables/lines and the proposed line – 25.0 metres.

10.3 Parallel Encroachment

Unless otherwise stated, when the pipeline alignment runs generally parallel to a road or railway ist shall be kept sufficiently clear of the Right of way limits of the facility.

11.0 SURVEY NOTES, OBSERVATIONS AND COMPUTATIONS



- 11.1 The procedures followed both for field and office calculations shall be such that the results obtained shall be maintained by surveyor.
- 11.2 All up-to-date notes and observations related to the basis for determination of boundary lines and corners shall be maintained by surveyors.
- 11.3 Survey records must contain schematic diagrams of all horizontal controls pertinent to the project showing all existing and established control points, bench marks, any triangulation station and boundary lines.
- 11.4 Geo-graphical and UTM co-ordinates of all Centre line, Turning Points and starting/end points of the pipeline shall be computed and furnished to the OWNER/PMC.

12.0 MAPS AND DRAWINGS

12.1 All maps and drawings shall be made on standard format. Surveyor shall perform mapping and drawing work so as to contain all relevant data consistent with the survey notes and observations. The drawings shall also contain details of roads, streets, highways, structures, all types of crossings, terrain, surface vegetation and all other details which will be required for the purpose of engineering design.

12.2 Following types of detailed survey drawings will be made

- Right-of –Use Planimetry in UTM grid : 1:2500 along the line
: 1:2500 across the line
- Ground Profile : 1:2500 Horizontal
: 1:250 Vertical
- Crossing Details (Road, Railway, Stream, Nala & Canal) : 1:100 Horizontal
: 1:100 Vertical
- Crossing Details (River Crossing), Up-to 250 M width : 1:200 Horizontal
: 1:200 Vertical
- Up to 500 M width : 1:500 Horizontal
: 1:500 Vertical

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- Greater than 500 M width : 1:1000 Horizontal
Up-to 250 M width) : 1:100 0 Vertical
- Detailed Pipeline Route Map : 1:50,000 on SOI Topo Map
- Additional Route Map for Hilly, Ghat and ravenous regions : 1:15,000
- Crossing Section for sloping Right-of Use : 1:100 Horizontal
: 1:100 Vertical

Note: Crossing drawings shall be prepared using same horizontal and vertical scale as indicated above. No. of sheets may increase, if required.



13.0 **PRESENTATION OF FIELD SURVEY DATA**

13.1 **Survey Drawing**

- Survey drawing shall contain the following data as a minimum requirement.
- Right-of-Use Planimetry drawings shall show all objects within 50 metres on either side of the Pipeline in Plain.
- In case of all rail, road, river, stream, canal and utility crossings, the angle of crossing shall be mentioned.
- In case of rail, road, river, stream and canal crossings wider than 10m, the distances at the start and at the end of the crossing from the nearest IP shall also be mentioned. For crossings less than 10m, the distance of the centre line of crossing from the nearest IP shall be given.
- For all river, stream and Nala crossings, the level of water at the time of survey and the approximate surface velocity of the flowing stream shall be observed and recorded and reported in the survey drawings. Also, the general nature of the surface soil (soft/hard, normal soil or rock/boulders) at the bed and banks of the River/Stream/Nala shall be observed and mentioned in the drawings.
- “Ground profile (chainage vs ground elevation) for the entire pipeline route shall be prepared and presented in a tabular format.

13.2 **Pipeline Route Map**

- Sanctuary, National Park, Coastal Regulatory Zone (CRZ), Eco Sensitive Zone (as notified by the respective authorities / Govts.), Reserved forest and the like that are located within a distance of 10 km radius from the pipeline centre-line. These details are to be highlighted in the route map.
- Pipeline route map shall show all features including, but not limited to roads and railroads, canals, streams, lakes, rivers, villages, towns, etc. within a distance of 10 km radius from the pipeline centre-line.
- Other points of interest like Hospital, Police Stations, Fire Stations, Office of the District Authorities and the like within a distance of 10 km radius from the pipeline centre-line.

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- Additional information like cultivated areas, barren land, areas prone to flooring, rocky areas and forests including access path/roads to Right-of Use shall also be shown on the route maps.
- Additionally for areas which are undulating such as hilly areas, Ghat regions, ravines, and other areas as directed by OWNER/PMC, Pipeline route map to a scale 1:15,000 shall be drawn over a distance of 1.0 Km from the pipeline centre-line on either side of it. For such areas, contours shall be plotted at 10 m contour interval.
- Right-of Use Planimetry drawings shall show all objects within 50 metres on either side of the Pipeline in Plains.
- In case of all rail, road, river, steam, canal and utility crossings, the angle of crossing shall be mentioned.
- In case of rail, road, river, stream and canal crossings wider than 10m, the distances at the start and at the end of the crossing from the nearest IP shall also be mentioned. For crossings less than 10m, the distance of the centre line of crossing from the nearest IP shall be given.
- For all river, stream and nala crossings, the level of water at the time of survey and the approximate surface velocity of the flowing stream shall be observed and recorded and reported in the survey drawings. Also, the general nature of the surface soil (soft/hard, normal soil or rock/boulders) at the bed and banks of the river/stream/nala shall be observed and mentioned in the drawings.
- “Ground profile (chainage vs ground elevation) for the entire pipeline route shall be prepared and presented in a tabular format using Microsoft Access Database format”.

14.0 **DOCUMENTS/DATA SUBMISSION**



All drawings/reports/formats etc. submitted to the OWNER/PMCOWNER/PMC shall be prepared on electronic media. All drawings/sketches shall be prepared using latest version of AutoCAD.

15.0 **INSTRUCTIONS FOR SURVEYOR**

The Tenderers shall note that the quantities of the different Items, as given in the "Schedule of Rates" are tentative based on tentative information available with Owner / Consultant and are subject to variation and they shall not be entitled to claim any higher rate or compensation on this account. Quantity of some or all the items may increase or decrease up to any extent (or gets deleted) at the time of actual execution and payment shall be made as per actual measurements. For variation in value of contract, please refers relevant clause of GCC.

The Contractor shall be exclusively responsible for the provision and maintenance of horizontal and vertical alignments and levels and for the correctness of every part of the work in accordance there with and shall at his own cost rectify any errors or imperfections therein.

The rates to be inserted in the "Schedule of Rates" are to be inclusive of the value of the work described under several items including all costs and expenses which may be required for the construction of the work described together with all taxes, general risks, liabilities and obligations such as temporary buildings / hutments, fencing, watching, lighting, insurance, labour regulations, indemnity, maintenance and the like. The prices shall be inclusive of Supply of materials,

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construction, erection, all labors, materials, tools and tackles, plants, equipment, hoists, scaffoldings, the sundries, etc., as may be necessary for the completion of the work in all respects.

No compensation shall be made by the OWNER/PMC for any damage done by rain or traffic during the execution of the work.