



**TALCHER FERTILIZERS LIMITED (TFL)**

**[A JOINT VENTURE OF RCF, GAIL (I) LTD.,  
COAL INDIA LTD. AND FCIL]**

# **TENDER DOCUMENT**

**TENDER NO.**

**TFL/TALCHER/C&P/VT-PUMPS/MM/24-25  
FOR**

**PROCUREMENT OF SPARES FOR VT PUMPS  
ON OEM BASIS FROM M/S FLOWMORE FOR  
TFL, TALCHER**

**SECTION-I**  
**"INVITATION FOR BID (IFB)"**

**Ref No: TFL/TALCHER/C&P/VT-PUMPS/MM/24-25\_**

**Date: 12.02.2025**

**To,**  
**M/s. Flowmore Limited,**  
**28A & 28 A-1, Site-IV**  
**Industrial Area, Sahibabad,**  
**Ghaziabad (U.P)-201010**  
**Email ID:- [dash@flowmoregroup.com](mailto:dash@flowmoregroup.com)**  
**Mobile No.:- 8800138004**

**SUB: Procurement of Spares for VT Pumps on OEM Basis from M/S Flowmore Ltd. for TFL, Talcher**

**Dear Sir/Madam,**

**1.0 Talcher Fertilizers Limited (Hereinafter refer to as TFL), a Joint Venture of GAIL India Ltd., RCF, Coal India Limited and FCIL, having its Registered office at TALCHER FERTILIZERS LIMITED (TFL), TALCHER, DISTRICT-ANGUL, ODISHA PINCODE-759106, invites bids from bidders for the subject supply/job, in complete accordance with the following details and enclosed Tender Documents.**

**1.0 The brief details of the tender are as under:**

<b>(A)</b>	<b>SCOPE OF SUPPLY/ PROCUREMENT</b>	<b>PROCUREMENT OF SPARES FOR VT PUMPS ON OEM BASIS FROM M/S FLOWMORE LTD. FOR TFL, TALCHER</b>
<b>(B)</b>	<b>TENDER NO. &amp; DATE</b>	<b>TFL/TALCHER/C&amp;P/VT-PUMPS/MM/24-25 Dated 12.02.2025</b>
<b>(C)</b>	<b>DELIVERY COMPLETION PERIOD</b>	<b>within 50 days from the date of issuance of Purchase Order</b>
<b>(D)</b>	<b>VALIDITY OF OFFER</b>	<b>The offer should remain valid for not less than 3 months from the bid opening date</b>
<b>(E)</b>	<b>BID DUE DATE AND TIME (ON OR BEFORE)</b>	<b>22.02.2025 @ 15:00 hrs. OR EARLIER</b>
<b>(F)</b>	<b>CONTACT DETAILS OF TENDER DEALING OFFICER</b>	<b>Name : Moupiya Mallick Designation: Manager (C&amp;P) Contact no. : 8638047687 e-mail : moupiyamallick@tflonline.co.in  Sh. Vivek Mishra Chief Manager [Contract &amp; Procurement] E-mail: vivekmishra@tflonline.co.in</b>

(G)	DEALING TFL'S OFFICE ADDRESS	TALCHER FERTILIZERS LIMITED (TFL), TALCHER, DISTRICT-ANGUL, ODISHA PINCODE-759106
(H)	Name and contact details of nodal officer	Name : Amartya Paul Designation: Sr. Engineer(Project-Construction) Contact no. : 9123019511 e-mail : amartya.paul@tflonline.co.in

- 2.0 Offer must be sent **through e-mail to undersigned on 22.02.2025 @ 15:00 hrs. OR EARLIER** (as scanned document) followed by Originals through Courier so as to reach office of:

**Ms. Moupiya Mallick (Manager - C&P), Talcher Fertilizers Limited, Talcher, Odisha, First Floor , New Administrative Building, Talcher, Post-Vikrampur, Dist-Angul, PIN-759106**

- 3.0 Direct offer from the bidder addressed to TFL shall only be considered.
- 4.0 All forms & formats, terms & conditions that are enclosed with this RFQ has to be submitted duly filled, signed & stamped by authorized person and submitted along with your offer.
- 5.0 It is advised to include the Rebate / Discount, if any, in the unit rate of Schedule of Rates (SOR) itself and NOT to mention the same separately.
- 6.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 7.0 The Tender Document is not transferable.
- 5.0 Bids should be valid for 3 (Three) months from the date of submission of bid/offer. The bidder is not allowed to modify or withdraw his bid once it is submitted to TFL. In exceptional circumstance, TFL may request bidder to extend bid validity.
- 6.0 The Tender Document calls for offer on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works as specified in Tender Document.
- 7.0 Bidder is requested to quote strictly as per tender and no deviation to terms & conditions of Tender Document is allowed. To assist in the examination, evaluation and comparison of bid if it becomes absolutely necessary, TFL may, at its discretion, ask the bidder for a clarification on the bid. The request for such clarification and the response shall be in writing and no change in the price or substance of bid shall be sought, offered or permitted.
- 8.0 **Power of Attorney:**  
Power of Attorney (POA) 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.  
The Power of Attorney shall be issued as per the constitution of the bidder as below:
- In case of Proprietorship:** by Proprietor
  - In case of Partnership:** by all Partners or Managing Partner
  - 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 to successful bidder.

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

- 9.0 In view of long business relationship with TFL, you are requested to quote your best discounted price to TFL.
- 10.0 TFL reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of  
TFL (India) Limited  
(Authorized Signatory)



Name : Moupiya Mallick  
Designation : Manager (C&P)  
E-mail ID : moupiyamallick@tflonline.co.in  
Contact No. : 8638047687

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

***Tender No.*** : TFL/TALCHER/C&P/VT-PUMPS/MM/24-25 Dated 12.02.2025

***Description*** : ***PROCUREMENT OF SPARES FOR VT PUMPS  
ON OEM BASIS FROM M/S FLOWMORE LTD.  
FOR TFL, TALCHER***

***Due Date & Time*** : ***22.02.2025 @ 15:00 hrs. OR EARLIER***

***From:*** ***To:***

.....	Name : Moupiya Mallick
.....	Designation : Manager (C&P)
	E-mail ID : <a href="mailto:moupiyamallick@tflonline.co.in">moupiyamallick@tflonline.co.in</a>
	Contact No. : 8638047687

***(To be pasted on the envelope containing Physical documents)***

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**SECTION-II**  
**INSTRUCTION TO BIDDERS**

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**INSTRUCTIONS TO BIDDERS [ITB]**  
**[A] – GENERAL**

**1 SCOPE OF BID**

- 1.1 The Purchaser [TFL (India) Limited] wishes to receive bids as described in this invitation to offer (the “**Tender Document /Bid Document**”) issued by the Purchaser. Purchaser/Owner occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of Supply shall be as defined in the Tender Document.
- 1.3 The successful Bidder (the “**Supplier/Seller**”) shall complete delivery of Goods alongwith its incidental Services (if any) as per Specification, Scope of Supply/Job within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'. The definitions of Capitalized word(s) used herein, shall be as per definitions provided in GCC-Goods.
- 1.5 Bidder shall submit only one bid and no alternate bid should be submitted.

**2 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, document authentication charges, site visit 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.

**3 CONTENTS OF TENDER DOCUMENT**

- 3.1 The contents of Tender Document are those stated below, and should be read in conjunction with any 'Addendum / Corrigendum and Clarification(s)':
  - Section-I : Invitation for Bid [IFB]
  - Section-II : Instructions to Bidders [ITB], Annexures and Forms & Formats
  - Section-III : General Purchase Conditions [GPC]
  - Section-IV : Technical Specifications / Scope of Work [SOW] / Special Conditions of Contract [SCC] /Drawings Enclosed
  - Section-V : Price Schedule / Schedule of Rates [SOR]

It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the Tender Documents including its corrigendum (if any), before submission of bid.

**4 LANGUAGE OF BID**

- 4.1 The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and TFL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder is in a language other than English, the same should be accompanied by an English

translation duly authenticated by the Chamber of Commerce of Bidders Country, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

- 4.2 In the event of submission of any document/certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder.

## **5. DOCUMENTS COMPRISING THE BID**

- 5.1 The Bid prepared by the Bidder shall comprise the following components:

- (a) 'Covering Letter' on Bidder's 'Letter head' clearly specifying the enclosed contents with index.
- (b) 'Agreed Terms and Conditions', as per 'Form F-1'
- (c) Power of Attorney in favour of the authorized signatory of the Bid, as per clause no.8.0 of Section-I (IFB).
- (d) Integrity Pact
- (e) All other forms and Formats including Annexures.
- (f) 'Price Schedule / SOR' - The Prices are to be submitted strictly as per the Price Schedule / SOR of the Tender Document.
- (g) Tender Document, its Corrigendum/Amendment/Clarification(s) (if any) duly signed on each page by the Authorized Signatory holding POA.
- (h) Any other information/details required as per Tender Document

**Note:** All the pages of the Bid must be signed by the "Authorized Signatory" as mentioned in POA submitted.

## **6. BID PRICES**

- 6.1 The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required supply/job. The costs of visiting the site and cost of bidding shall be borne by the Bidder.
- 6.2 The bidder must quote their prices in price schedule format, indicating all break-up of prices. The prices should be inclusive of all taxes & duties except GST on finished goods as applicable. Freight upto site shall be quoted as per "Price Schedule/ Schedule of Rates [SOR]". The prices shall remain firm and fixed and valid until completion of the Contract and will not be subject to variation on any account, whatsoever; until any price escalation/variation is allowed elsewhere in the Tender Document.
- 6.3 Prices must be filled exactly in the format for "Price Schedule/ Schedule of Rates [SOR]" enclosed as part of Tender Document. If quoted in separate typed sheets and any variation in item description, unit, quantity, any conditions of SOR etc. is noticed, the Bid is liable to be rejected.

As stated elsewhere in tender, bidder is required to quote all components of Price Schedule. In case, it is found that some of components of Price schedule viz. Freight, Ocean/Air Freight Charges, Incidental Services Component, etc. are left blank or quoted "Nil/Zero" in Price Bid, the same shall be considered inclusive in total quoted price for evaluation and ordering. No confirmation from the bidder shall be sought in this regard.



- 6.4 The delivery basis of the goods is mentioned in SCC. If the Goods are dispatched through dedicated full truck load, date of receipt of Goods by Purchaser at its designated site(s) /Store shall be considered as the date of delivery. Similarly, in case of break-bulk dispatches, the date of LR/GR shall be considered as date of delivery. The delivery terms [other than those mentioned in BDS] shall be interpreted as per INCOTERMS®2020 or its latest version.
- 6.5 Further, Bidder shall also mention the Harmonized System Nomenclature (HSN) at the designated place in Price Schedule/Agreed Terms & Conditions.
- 6.6 Materials are to be transported through a registered common carrier as per Section 3 of Carriage by the Road Act, 2007.
- 6.7 PURCHASER reserves the right, within 6 months of order to place repeat order upto 50% of the original ordered quantity (s) without any change in unit price or other terms and conditions.

## **7 GST (CGST & SGST/UTGST or IGST)**

- 7.1 Within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services shall be to TFL's account. Beyond the contractual delivery period, in case TFL is not entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then any increase in the rate of GST (CGST & SGST/UTGST or IGST) beyond the contractual delivery period shall be to Supplier's account whereas any decrease in the rate GST (CGST & SGST/UTGST or IGST) shall be passed on to the Purchaser.
- Beyond the contractual delivery period, in case TFL is entitled for input tax credit of GST (CGST & SGST/UTGST or IGST), then statutory variation in applicable GST (CGST & SGST/UTGST or IGST) on supply and on incidental services, shall be to TFL's account. The base date for the purpose of applying statutory variation shall be the Bid Due Date. In case of statutory variation(s) in the taxes & duties mentioned at clause no. 6.1 above, the Supplier shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid Due Date and on the date of revision. Claim for payment of Statutory variation should be raised preferably along with the Invoice. Any claim for arrears on account of statutory variation shall be submitted to Purchaser within two [02] months from the date of issue of such 'Government Notification', otherwise such claim may not be entertained.
- 7.2 **New Taxes & duties:** Any new taxes & duties, if imposed by the State/ Central Govt. of India on the finished goods after the due date of bid submission but before the Contractual Delivery/Completion Date, shall be reimbursed to the Supplier 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 its applicability with respect to the Contract.
- 7.3 Supplier shall ensure timely submission of correct invoice(s), **as per GST rules/ regulation**, with all required supporting document(s) to enable TFL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details under GST laws & rules should be timely filed by the Supplier. 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 (CGST & SGST/UTGST or IGST)** together with all penalties and interest, if any, against any amounts paid or payable by TFL to the Supplier.
- 7.4 The supplier shall mention the particulars of TFL (India) Limited, (place specified in BDS) on the Invoice. Besides, if any other particulars of TFL are required to be mentioned, under **GST rules/ regulations** on the date of dispatch, the same shall also be mentioned on the Invoice.
- 7.5 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**  
Supplier shall ensure timely submission of correct 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 Supplier of Goods / Services 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 Supplier/Contractor 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 Supplier has not remitted the amount towards GST (CGST & SGST/UTGST or IGST) collected from TFL to the government exchequer, then, that Supplier shall be put under Holiday list of TFL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.
- 7.6 TFL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable **GST (CGST & SGST/UTGST or IGST)** during evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where TFL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.
- 7.7 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 for supply of goods / services, then TFL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** to such vendor and shall also be entitled to deduct / recover such **GST (CGST & SGST/UTGST or IGST)** along with all penalties / interest, if any, incurred by TFL.
- 7.8 **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 bidder may note the above and quote their prices accordingly.
- 7.9 GST (CGST & SGST/UTGST or IGST) is implemented w.e.f. 01.07.2017 which subsumed various indirect taxes and duties applicable before 01.07.2017. Accordingly, the provisions of General Purchase Condition relating to taxes and duties which are subsumed in GST are modified to aforesaid provisions mentioned in clause no. 2 and 6 of ITB.

- 7.10 GST, as quoted by the bidder in Price Schedule, 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/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

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

7.12 **Provision w.r.t. E- Invoicing requirement as per GST laws:**

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

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

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

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

8 **BID CURRENCIES**: Bidders must submit Bid in Indian Rupees only.

9 **FORMAT AND SIGNING OF BID**

- 9.1 The Bid shall be signed by a person(s) duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) has been made, shall be initialed by the person or persons signing the Bid.
- 9.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person(s) signing the Bid.

## **10 E-PAYMENT**

Talcher Fertilizer Limited (TFL) has initiated payments electronically to Suppliers / Contractors electronically through ‘e-banking’.

## **11 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 bidders or any other person not officially concerned with such a process until the award to the successful bidder.

## **12 AWARD**

- 12.1 TFL will place order to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest 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 Goods are produced/dispatched . In case, bidder wants order/ contract at some other address or supply of Goods from multiple locations, bidder is required to provide in their bid, the address on which order is to be placed”.*

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

- 13 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]:** Prior to the expiry of ‘Period of Bid Validity’, Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by TFL either by E - mail /Letter or like means defined as the “Fax of Acceptance (FOA)”. The Contract shall enter into force on the date of FOA and the same shall be binding on TFL and successful Bidder (i.e. Supplier/Seller). The Notification of Award/FOA will constitute the formation of a Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein. Notification of Award/FOA will be followed by detailed order.

Contract/ Delivery/Completion Period shall commence from the date of Notification of Award/FOA or as mentioned therein.

Order value mentioned in the FOA/Purchase Order is subject to Price Reduction Schedule clause.

## **14 DISPATCH SCHEDULE**

- 14.1 If Purchase Order issued based on FOT (Free on Truck) / FOR (Free on Rail) project site basis, materials shall be delivered at the destination on freight prepaid & door delivery basis

and for the cases where order(s) are finalized on Ex-Works basis the transportation will be arranged by supplier(s) / TFL on 'freight to pay' basis and the freight will be paid at the destination.

Seller shall submit the following details of goods/cargo within 15 days from Notification of Award to the designated authority as per Purchase Order:

- (i) Shipments Schedule
  - (ii) Dimension details of packages
  - (iii) Detailed technical write-up along with Catalogue (if applicable)
  - (iv) Any other document/details, if mentioned in Purchase Order
- 14.2 The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by TFL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.
- 14.3 It shall be responsibility of the seller to send intimation immediately on dispatch of the material so that necessary arrangements can be made at site. Delays on account of the same shall solely be attributable to the Supplier.
- 14.4 Wherever, part shipment is allowed (refer BDS), the Supplier is allowed to make part shipment. However, until specified elsewhere in Tender Document, Payment for such part supplied Goods shall be made after supply of complete quantity of respective item.
- 14.5 Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to TFL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.

Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transshipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

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

- 15.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive is available on TFL's website ([www.tflonline.co.in](http://www.tflonline.co.in)).
- 15.2 The Fraud Prevision Policy document is available on TFL's website ([www.tflonline.co.in](http://www.tflonline.co.in)).
- 15.3 Name and contact details of nodal officer :

Name : Amartya Paul  
Designation: Sr Engineer(Project-Construction)  
Contact no. : 9123019511  
e-mail : [amartya.paul@tflonline.co.in](mailto:amartya.paul@tflonline.co.in)

#### **15.4 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GPC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in TFL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices", the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by TFL (India) Ltd., to such Bidder/Supplier. The Bidder /Supplier / understands and agrees that in such cases where Bidder /Supplier 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 the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GPC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

#### **16 PACKING INSTRUCTIONS**

Refer General Purchase Conditions. Further refer below instructions w.r.t Green Packaging.

##### **16.1 GREEN PACKAGING:**

Green packaging, also known as **sustainable packaging makes use of materials and manufacturing methods for the packaging of goods** that has a significantly low impact on both energy consumption and the environment thus resulting in improved sustainability. In order to promote Green Packing, vendors/suppliers may use packaging that are preferably biodegradable. Multilayer packaging may not be used, wherever applicable. While packaging, the following may be preferred:

- (i) Adopt green packaging practices for packaging
- (ii) Packaging may be recyclable with appropriate recycling labels on packaging or goods. The product may be packaged in material that is recyclable after use and be certified for this.
- (iii) If plastic packaging is unavoidable, then the packaging shall be reusable plastics or made of recycled material. The packaging should have appropriate recycling label on it.
- (iv) The paper to be packaged in material that is recyclable/reusable or biodegradable.
- (v) Alternate packaging materials like aluminium, cardboard, paper, paper board, jute bag etc. may be explored.
- (vi) Use of reusable containers or packaging to transport products;
- (vii) Styrofoam, thermocols, thin film plastics, polystyrene etc. may be avoided
- (viii) Avoid the use of materials toxic to humans or the environment

##### **17 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 transactions related to procurement of goods / services/ exceeding Rs. 2 Lacs per transaction or as amended from time to time. Accordingly, Supplier should mention their PAN no. in their invoice/ bill for

any transaction exceeding Rs. 2 lakhs. As provided in the notification, in case Supplier do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction. Payment of Supplier shall be processed only after fulfilment of above requirement.

## **18 PROVISION W.R.T. TDS ON PURCHASE OF GOODS UNDER SECTION 194Q OF INCOME TAX ACT**

18.1 TDS as applicable will be deducted by TFL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.

18.2 Since TFL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.

### **18.3 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%

## **52. DOCUMENTS FOR PAYMENT:**

Payment terms shall be as mentioned in GPC/SCC.

However, for release of payment, the following documents is to be submitted by supplier/ vendor:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;
- iii) LR/GR/consignment note;
- iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
- v) Inspection certificate issued by purchaser's inspector (wherever applicable); and
- vi) Any other document(s) as and if required in terms of the contract.

The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

## **19 SIGNING OF AGREEMENT-NOT APPLICABLE**

**20 PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA**

1. OM no. 7/10/2021-PPD(1) dated 23.02.2023, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website <https://doe.gov.in/procurement-policy-divisions>.
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement no. 4) dated 23.02.2023.

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

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India

3. **"Bidder"** (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) **for purpose of this provision** means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
4. **"Bidder from a country which shares a land border with India"** for the purpose of this:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
5. **"Beneficial owner"** for the purpose of above (4) will be as under:
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.  
Explanation—



- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
  - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

Note :

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
  - (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]
7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

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

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

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

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

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

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

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

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

**UNDERTAKING ON LETTERHEAD**

To,

M/s. TFL (INDIA) LIMITED  
VISAKHAPATNAM

TENDER NO: TFL/VIZP123561/MECH FOR PROCUREMENT OF MECHANICAL SEAL  
SPARES FOR MAINLINE PUMP AT DT VIZAG

REF: OM NO.7/10/2021-PPD (1) DATED 23.02.2023 of Dept. of Expenditure, Ministry of Finance,  
Government of India (<https://doe.gov.in/procurement-policy-divisions> )

Dear Sir

We, M/s \_\_\_\_\_ (*Name of Bidder*), have read the clause regarding restrictions  
on Procurement from a Bidder of a Country which shares a land border with India as mentioned  
in the tender document in line with the above referred guidelines dated 23.02.2023 for Procurement  
from a bidder which shares land border with India and we certify that:

- (i) Bidder is not from such a country [       ]
- (ii) If bidder is from such a country [       ]  
which shares a land border with India, has been registered  
with the Competent Authority.  
(Evidence of valid registration by the  
Competent Authority to be attached by the bidder)

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

We hereby certify that we fulfill all requirements in this regard and is eligible to be considered  
against the subject tender.

Place:  
Date:

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

## SECTION -II

# **FORMS & FORMAT**

<b>Form No.</b>	<b>Description</b>
F-1	BIDDER'S GENERAL INFORMATION
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	AGREED TERMS & CONDITIONS
F-4	E-BANKING MANDATE FORMAT
F-5	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

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

To,  
M/S. TALCHER FERTILIZERS LIMITED (TFL) ,  
A JV OF GAIL, RCF, COAL INDIA LIMITED AND FCIL,  
ADMINISTRATIVE BUILDING, VIKRAMPUR,  
TALCHER, ANGUL, ODISHA – 759106

TENDER NO:  
PROCUREMENT OF SPARES FOR VT PUMPS ON OEM BASIS FROM M/S FLOWMORE  
LTD. FOR TFL, TALCHER

1	Bidder Name	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others  If Others Specify: _____  [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/Partners/Directors of the firm/company [As per cl.no.4.0 of Section-III of Tender Document]	
3b	Name of Power of Attorney holders of bidder	
4	Address of Registered Office:  *In case of Partnership firm, provide current address of the firm for ordering purpose.	_____ City: District: State: PIN/ZIP:
5	Telephone Number & Contact Information of Registered Office	_____ (Country Code) (Area Code) (Telephone No.) Mobile No. : ..... E-mail ID: .....
6	Bidder's address where order/contract is to be placed	_____ City: District: State: PIN/ZIP:
7	Address from where Goods/ Services are to be dispatched/ provided along with GST no. (In case supply of Goods / Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	_____ City: District: State: PIN/ZIP: GST No.:

8	Mobile Number:	
9	PAN No. [Enclose relevant documents as applicable]	
10	GST No. [Enclose relevant documents as applicable]	
11	Whether Micro or Small Enterprise . Yes / No (If Yes, Bidder has to submit the requisite documents)	

Note: \*

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

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**FORMAT F-2**  
**DECLARATION FOR BID SECURITY**

To,

M/S. TALCHER FERTILIZERS LIMITED (TFL) ,  
A JV OF GAIL, RCF, COAL INDIA LIMITED AND FCIL,  
ADMINISTRATIVE BUILDING, VIKRAMPUR,  
TALCHER, ANGUL, ODISHA – 759106

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TENDER NO: TFL/VIZP123561/MECH FOR PROCUREMENT OF MECHANICAL SEAL  
SPARES FOR MAINLINE PUMP AT DT VIZAG

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 policies 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-3**  
**AGREED TERMS & CONDITIONS**

To,

M/S. TALCHER FERTILIZERS LIMITED (TFL) ,  
A JV OF GAIL, RCF, COAL INDIA LIMITED AND FCIL,  
ADMINISTRATIVE BUILDING, VIKRAMPUR,  
TALCHER, ANGUL, ODISHA – 759106

TENDER NO: TFL/VIZP123561/MECH

FOR Procurement of Spares for VT Pumps on OEM Basis from M/S Flowmore for TFL, Talcher

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

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address	Bidder's name : Address:
2	Bidder furnishes bid security declaration	
3.	Bidder confirms quoted prices will remain firm and fixed	
4	Bidder confirms quoted prices are strictly as per Price Schedule format of the Tender Document.	
5	Bidder to specify the Dispatch Point [Location, Dist. & State from where material will be dispatched]:	
6	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
7	Bidder confirms compliance to Delivery/ Completion Period as specified in Bid Document and the same shall be reckoned from the date of Fax of Acceptance (FOA).	
8.	(i) Bidder confirms acceptance of Price Reduction Schedule (PRS) for delay in delivery as specified in Bid Document. (ii) In case of delay, the bills shall be submitted after reducing the price reduction due to delay (refer PRS Clause).	
9.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections & enclosures). b) Bidder confirms that printed terms and conditions of Bidder are not applicable.	
10.	Bidder confirms bidder's offer is valid for 03 months from the final 'Bid Due Date'.	
11.	Bidder confirms that 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 the bidder shall be liable for rejection".	
12.	Bidder confirms that they are not on 'Holiday' by TFL or Public Sector Project Management Consultant (like EIL, Mecon only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector as on due date of submission of bid. Bidder further confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of	



Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of TFL or the Ministry of Petroleum and Natural Gas	
13.	Bidder confirms that they have read and understood the General Purchase Conditions (GPC) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GPC.	
14.	Bidder confirms that (i) none of Directors of bidder is a relative of any Director of TFL or (ii) the bidder is a firm in which any Director of TFL or his relative is a partner.	
15.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
16.	Bidder hereby confirms that the quoted prices is in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 6 of ITB (Anti-profiteering clause).	
17.	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid.	
18.	Whether bidder is liable to raise E-Invoice as per GST Act.	Yes/No
	If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
19.	Bidder confirms that they have mentioned Harmonized System Nomenclature (HSN)/Service Accounting Code (SAC) in Price Bid	
20.	Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.	
21.	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, their Bid may be rejected.	
22.	If the Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable:  Bidder agrees and acknowledges 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. Bidder expressly agrees, acknowledges and understands that the	

Sl.	DESCRIPTION	BIDDER'S CONFIRMATION
	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, Bidder hereby expressly waives, releases and foregoes 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."	
23	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.	
24	Bidder certifies that they would adhere to the Fraud Prevention Policy of TFL [available on TFL's website ( <a href="http://www.TFLonline.co.in">www.TFLonline.co.in</a> )] and shall not indulge themselves or allow others (working in TFL) to indulge in fraudulent activities and that they would immediately apprise TFL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of TFL is liable to be treated as crime and dealt with by the procedures of TFL as applicable from time to time.	
25	Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender). If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.	Not Applicable
26	Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**F-4**  
**Format**

**REAL TIME GROSS SETTLEMENT (RTGS) / NATIONAL ELECTRONIC FUNDS  
TRANSFER (NEFT) MANDATE FORM**

(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account:
  - a) Account Holder / Beneficiary Name
  - b) Name of Bank:
  - c) Name of branch:
  - d) Branch code:
  - e) Address:
  - f) Telephone number:
  - g) Type of account (current/saving etc):
  - h) Account Number:
  - i) IFSC code of the bank branch:
  - j) Reason (if) Vendor (S.N.1) and Account Holder / Beneficiary name (S.N. 5 (a)) is not the same

I/We hereby authorize Talcher Fertilizer Limited (TFL)& its wholly owned subsidiary 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(India) Limited responsible.

(Signature of vendor/customer)

**BANK CERTIFICATE**

We certify that Account Holder/Beneficiary\_\_\_\_\_has an  
Account no. \_\_\_\_\_and IFSC Code : \_\_\_\_\_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)

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

To,  
M/S. TALCHER FERTILIZERS LIMITED (TFL) ,  
A JV OF GAIL, RCF, COAL INDIA LIMITED AND FCIL,  
ADMINISTRATIVE BUILDING, VIKRAMPUR,  
TALCHER, ANGUL, ODISHA – 759106

PO NO: .....

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

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

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## **SECTION-III**

### **GENERAL PURCHASE CONDITIONS (GPC)**

- 1.0 CONSIGNEE:** C & P In-charge, TFL (India) Ltd, (complete address .....). Any expenditure and/or demurrage incurred in respect of a wrong delivery shall be recovered from supplier.

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

The documents forming the Contract [i.e. all obligations, commitments, promises agreed upon between parties for supply of Goods including execution of the Services (if any) as per Purchase Order (PO) and its subsequent amendment(s), if any] are to be read together and interpreted as mutually explanatory of one another. In case of direct inconsistency, then unless otherwise provided in the Contract, the priority of the Contract Documents shall be in accordance with following sequence:

- (i) Purchase Order
- (ii) Fax of Acceptance
- (iii) Specific Technical Specification/Job Specifications (pertaining to Scope of Supply)
- (iv) Drawings
- (v) Special Purchase Conditions (SPC) / Special Conditions of Contract (SCC)
- (vi) General Technical Specifications (if applicable)
- (vii) Instructions to Bidders (ITB)
- (viii) General Purchase Conditions (GPC)
- (ix) Any other document forming part of the Contract

Amendment issued after Purchase Order shall take precedence over respective clauses of Contract Document.

In case any provision of the Contract Document is found to be invalid, illegal or otherwise not enforceable by any court of law, such finding shall not affect the remaining provisions hereto and they shall remain binding on the parties hereto.

- 3.0 TAXES & DUTIES:** Supplier shall be entirely responsible for all taxes, duties, licence fees etc. incurred until the delivery of the contracted goods to the Purchaser. However, GST on finished products shall be reimbursed by Purchaser. Further, within the contractual delivery period, the statutory variation in applicable GST (CGST & SGST/UTGST or IGST) shall be to TFL's account.

#### **TDS**

- (i) TDS as applicable will be deducted by TFL under section 194Q of the Income Tax Act, 1961 on Purchases exceeds Rs. 50 Lakhs or limit defined therein from time to time during the financial year.
- (ii) Since TFL is liable to deduct Income Tax TDS under section 194Q, the provision of TCS as per section 206C(1H) of the Income Tax Act, 1961 shall not be applicable.
- (iii) 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 Rs. 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%

**4.0 PRICE REDUCTION SCHEDULE (PRS) FOR DELAYED DELIVERY:** In case of delay in delivery of equipment/materials or delay in completion, total Contract Price / Purchase Order Value shall be reduced by ½% (half percent) of the total Contract Price / Purchase Order Value per complete week of delay or part thereof [which is genuine pre-estimate of the loss/damage agreed between the Supplier and Purchaser without any proof of the actual loss/or damage caused by such breach/delay] subject to a maximum of 5% (five percent) of the total Contract Price / Purchase Order Value. Decision of the Purchaser in the matter of applicability of price reduction shall be final and binding on the Supplier. The Purchase Order Value referred in this PRS clause is the FOT Dispatch point value including value of incidental Services (i.e. excluding GST and Freight/Inland Transportation).

Delivery shall be deemed to have been made:

- a) In case of FOT despatch point Purchase Order, on evidence that the goods have been loaded on the carrier. The date of LR/GR shall be considered as the date of delivery.
- b) In case of FOT site Purchase Order, date of receipt of Goods by Purchaser at the designated site(s) shall be considered as the date of delivery.

In a supply Contract, if a portion of supply completed in all respect within the contractual delivery period and which can be used for commercial operation, the PRS shall be applicable only on remaining supplies which are completed beyond the contractual delivery period, @½ % (half percent) of the delayed delivery value maximum upto 5% (five percent) of the total Purchase Order Value.

Decision of the Purchaser in the matter of usage for commercial operation shall be final and binding

In case of Annual Rate Contract (ARC), the PRS shall be applicable on the value of Release Order /Individual Order(s) and not on the value of ARC. The Purchase Order Value is subject to Price Reduction Schedule clause.

PRS is the reduction in the consideration / Purchase Contract Value on account of delays in delivery and in such case Supplier should submit invoice for reduced value as per PRS clause. If Supplier has raised the invoice for full value, then Supplier should issue Credit Note towards the applicable PRS amount with applicable taxes, failing which TFL will release the payment after giving effect of the PRS clause with corresponding reduction of taxes charged on Supplier's invoice.

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 Supplier. TFL shall be entitled to deduct / setoff / recover such implication(s) together with penalties and interest, if any, against any amounts payable by TFL to the Supplier under this Purchase Order or under any other contract.

The Purchase Order shall be continued to be in force till the delivery of Goods or written Notice from Purchaser to Supplier for cancellation/termination of Purchase Order.

**5.0 WARRANTY/GUARANTEE:**

Material/spares supplied shall be guaranteed for defect originating from design, materials, workmanship, operating characteristics etc. for 12 months from date of commercial operation or 24 months from the date of shipment, whichever is earlier.

In case of rejection of goods supplier shall replace/repair the same at no extra cost to TFL and till such time the rejected goods shall be lying at site at the risk and cost of supplier.

Supplier shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

In case material shall have to be taken to Supplier's works for rectification etc., after giving necessary undertaking or security, Supplier shall take the Goods at his costs or Purchaser may, if so required by the Supplier, dispatch the Goods by quickest mode on "Freight-to-pay" basis to the Supplier's works. After repairs Supplier shall deliver the Goods at Site on freight pre-paid basis. All risks in transit to and fro and all expenses on account of to and fro freight, insurance, customs clearance, transportation and handling, port charges and customs duty etc. shall be borne by the Supplier.

However, in no case, warranty of repaired/replaced part shall exceed 24 months from the date of commissioning of original equipment or 36 months from last supply, whichever is earlier. This period excludes repair/replacement/rectification period of defective goods.

#### **6.0 PAYMENT TERMS:**

100% Payment will be released within 15 days of receipt and acceptance of material / installation (wherever installation is in scope of Supplier) at site/stores through e-banking. In case of payment through bank, all bank charges shall be borne by the vendor.

No interest charges for delay in payments, if any, shall be payable by Purchaser.

For release of payment, the following documents is to be submitted by supplier/ vendor:

- i) Supplier's Invoice indicating, inter alia description and specification of the goods, quantity, unit price, total value;
- ii) Packing list;
- iii) LR/GR/consignment note;
- iv) Manufacturer's guarantee certificate and in-house inspection certificate (wherever applicable);
- v) Inspection certificate issued by purchaser's inspector (wherever applicable); and
- vi) Any other document(s) as and if required in terms of the contract.

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for transactions related to procurement of goods / services exceeding Rs. 2 Lacs (as amended from time to time) per transaction. In case Supplier do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

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

The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

#### **7.0 PACKING & MARKING AND TRANSPORTATION:**

While dispatching ordered material/stores, it will be the responsibility of the supplier to properly pack the consignment so as to enable its delivery at destination free from loss, damage or pilferage. Each packing must contain a list of items and sub-item(s) in case UOM is Set, and quantity packed therein. Each packing/bundle must be prominently marked with Purchase Order no. and packing no. & consignee name & address.

In case Purchase Order is on FOT destination point basis, transport of the Goods upto the destination point shall be specified in the Purchase Order shall be arranged and paid by the Supplier and the cost thereof shall be included in the Purchase Order Value.

As per the Section 3 of the “Carriage by Road Act 2007”, no person can engage in the business of a common carrier unless granted a certificate of registration to do so and any transportation of goods through unregistered common carrier is illegal. Accordingly, Goods should be transported through registered common carriers only.

The Supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection. Packaged equipment or material showing damage, defects or shortages resulting from improper packaging material or packing procedures or having concealed damage or shortages, at the time of unpacking shall be to the Supplier’s account.

**E-way bill:** The consignment should be handed over to transporter with E-way bill, wherever required as per law/act. In case such e-way bill is required to be issued by TFL, the concerned designated order issuing authority may be contacted in this regard. It will be the responsibility of the supplier to ensure the compliance of the provisions relating to E-Way bill before dispatch of the consignment and any financial implication arising due to non-compliance in this regard will be to the account of the supplier.

Wherever the items make a full truck load, the suppliers to dispatch such items in a full truck direct to the consignee on a door delivery basis to the site. In such cases, the supplier to send a consignee copy of the lorry receipt to the consignee along with the consignment and the consignment shall be booked to TFL and not "self". The supplier should dispatch the consignments to the designated consignee. All dispatch documents, that is, railway/lorry receipt, goods consignment note, airway bill, invoices, packing list, freight memos, test certificate, and so on, shall be sent to the concerned authority which will arrange to make the payment. If the payment is to be made through the bank, all original documents are to be sent through the designated bank.

Where critical equipment is involved, suitable special instructions will be provided in SCC to the supplier about the mode of transport, loading, avoidance of transshipment and, if necessary, provision of escorts. In case of chemicals, powdery materials, liquid materials, and so on, supplier is to ensure proper packaging to avoid spillage en route, so as to avoid pollution problems and also to conform to the ISO 14001 standard (wherever applicable).

#### **8.0 TRANSIT INSURANCE & DESPATCH DOCUMENTS:**

Transit Risk Insurance shall be arranged by TFL unless mentioned specifically elsewhere in the Purchase Order. Immediately after shipment, the Supplier shall inform through e-mail / fax the Purchaser’s insurance agent and Purchaser giving the details of shipment regarding LR number and date, invoice no. & date with value, number of packages/cases, gross/net weight, value of goods and Purchase Order number along with Insurance policy no., for arranging insurance of the consignment against transit risk from the despatch point to the Site/warehouse of the consignee.

##### **Purchaser’s Insurance Agent & Insurance policy no.:**

[The name and address of Insurance Agent and Insurance policy no. shall be mentioned in Tender Document/Purchase Order]

The dispatch documents shall consists of Invoice, Challan, Packing List, GR/LR, inspection/Test Certificate and any other document(s) as mentioned in the Purchase Order. Copies of dispatch documents should reach TFL well in advance failing which any demurrage/wharfage etc. incurred



on account of late/ non-receipt of dispatch document/wrong dispatches of consignment will be recovered from supplier. In case of documents through Bank, it may be noted that the documents will be retired only if the dispatches are made as per the terms of the purchase order.

Invoice must bear the purchase order no. with date and should also indicate the dispatch particulars.

**9.0 REPEAT ORDER:** Purchaser reserves the right within six months of order to place repeat order up to 25% of ordered quantity without any change in unit price or other terms and conditions.

**10.0 FORCE MAJEURE:**

Force Majeure shall mean and be limited to the following:

- (i) Act of terrorism;
- (ii) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (iii) Ionizing, radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (iv) Pandemic, Epidemics, earthquakes, flood, natural fire / wildfire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (v) Freight embargoes, strikes at national or state-wide level or industrial disputes (more than 7 consecutive days) at a national or state-wide level where supplier's Works is located.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials [other than conditions mentioned above at sl. no. (i) to (v)] or commercial hardship shall not constitute a Force Majeure event.

The Supplier shall advise Purchaser/Consultant by a registered letter/courier duly certified by the local Chamber of Commerce or statutory authorities, the beginning and end of the above causes of delay within ten (10) days of the occurrence and cessation of such Force Majeure Conditions.

The extension of time for a period upto the period of delay attributable to the causes of Force Majeure shall be the sole remedy of the Supplier for any delay under this clause and the Supplier shall not be entitled in addition to or in lieu of such extension to claim any damages or compensation on any account whatsoever whether under the law governing contracts or any other law in force, and the Supplier hereby waives and disclaims any and all contrary rights.

In case force majeure conditions persists for period exceeding 02 (Two) Months, the Purchaser reserves the right to cancel the Purchase order or part of it.

Supplier 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, the Supplier or the Purchaser shall not be liable for delays in performing their obligations under this order and the delivery dates will be extended to the Supplier without being subject to price reduction for delayed deliveries, as stated elsewhere.

**Payment in case of termination due to Force Majeure**

In case of termination of Order/contract due to Force Majeure, the Supplier will get payment of goods supplied and/ or services performed as at the date of the commencement of the relevant event of Force Majeure.

The Supplier has no entitlement and Purchaser has no liability for:

- (i) Any costs, losses, expenses, damages or the payment of any part of the Order/ Contract Price during an event of Force Majeure; and
- (ii) Any delay costs in any way incurred by the Supplier due to an event of Force Majeure

## **11.0 DISPUTE RESOLUTION MECHANISM**

### **11.1 CONCILIATION**

Talcher Fertilizer Limited (TFL) has framed the Conciliation Rules 2010 in conformity with Part – III of the Arbitration and Conciliation Act 1996 as amended from time to time for speedier, cost effective and amicable settlement of disputes through conciliation. All issue(s)/dispute(s) arising under the Contract, which cannot be mutually resolved within a reasonable time, may be referred for conciliation in accordance with TFL Conciliation Rules 2010 as amended from time to time. A copy of the said rules have been made available on TFL's web site i.e. [www.TFLonline.com](http://www.TFLonline.com).

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 and Talcher Fertilizer Limited (TFL) Conciliation Rules, 2010. 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.

### **11.2 ARBITRATION**

All issue(s)/dispute(s) excluding the matters that have been specified as excepted matters and listed at clause no. 11.2.6 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 11.2.1 below or Institutionalized Arbitration as provided at Clause 11.2.2 below, the remaining clauses from 11.2.3 to 11.2.7 shall apply to both Ad-hoc and Institutional Arbitration:-

11.2.1 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

11.2.2 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.

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

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

11.2.5 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.

**11.2.6 List of Excepted matters:**

- (i) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- (ii) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
- (iii) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the Contract.

11.2.7 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.

**11.3 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.

**11.4 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 its administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no. 11.1 to 11.4 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned elsewhere in tender document.

**11.5 CONTINUANCE OF THE CONTRACT:**

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract and no payment due or payable to the Supplier shall be withheld on account of such proceedings.

#### **11.6 NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / BIDDERS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

Notwithstanding anything contained contrary in GCC or elsewhere in the Purchase Order, in case it is found that the Bidder/ Supplier indulged in fraudulent/ coercive practices at the time of bidding, during execution of the Contract and/or on other grounds as mentioned in TFL's "Procedure for action in case Corrupt/ Fraudulent/ Collusive/Coercive Practices", the Bidder/Supplier shall be banned (in terms of aforesaid procedure) from the date of issuance of such order by TFL (India) Ltd., to such Bidder/Supplier.

The Bidder /Supplier understands and agrees that in such cases where Bidder /Supplier 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 the Bidder /Supplier and the 'Arbitration Clause' mentioned in the GCC or elsewhere in the Purchase Order shall not be applicable for any consequential issue /dispute arising in the matter.

#### **12.0 FALL CLAUSE:**

The price charged for the items supplied under the contract by the Supplier shall in no event exceed the lowest price at which the Supplier or his Agent/Principal/Dealer, as the case may be, sells the goods or offer to sell goods of identical description to any persons/organizations around the world during the currency of the contract.

If at any time during the said contract period, Supplier or his Agent/Principal/Dealer, as the case may be, reduces the sale price, sells or offers to sell such goods to any persons/organizations at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the TFL and the price payable under the contract for the goods supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

However, the above stipulation will not apply to:

- (i) Export/Deemed Export by the Supplier or
- (ii) Sale of goods or services as original equipment prices lower than the price charged for normal replacement;
- (iii) Sale of goods such as drugs, which have expiry date;
- (iv) Sale of goods or services at lower price on or after the date of completion of sale/placement of order of goods or services by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

The Supplier shall furnish the following certificate to the concerned paying authority along with each bill for payment for supplies made against this order.

"I/We certify that there has been no reduction in sale price of the goods of description identical to the goods supplied to the TFL under the contract herein and such goods have not been offered/sold by me/us to any person/organization around the world upto the date of bill/ during the currency of the contract whichever is later, at a price lower than the price charged to the TFL under the order".

Such a certificate shall be obtained except for quantity of items/goods/materials categories under sub clause (i), (ii) (iii) & (iv) above, of which details shall be furnished by the Supplier.

**13.0 INDEMNITY:** Supplier shall protect and fully indemnify TFL from any claim from infringement of patents, copyright, trademark and the like. In case of any claim in this regard, Supplier shall be solely responsible for any consequences/damages.

**14.0 LIMITATION OF LIABILITY:** Notwithstanding anything contrary contained herein, the aggregate total liability of Supplier, excluding his liability towards infringement of patent & trade mark or industrial design rights or willful misconduct or fraud, under the Purchase Order or otherwise shall be limited to 100% of value of Purchase order.

However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

**15.0 CONFIDENTIALITY:**

The Supplier and their personnel shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information related to work / Project, this Contract, or Purchaser's business or operations without the prior consent of the Purchaser.

**16.0 ACTION IN CASE OF CORRUPT/ FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES & POOR PERFORMANCE VENDOR PERFORMANCE EVALUATION**

The Bidder(s)/Suppliers(s) are required to abide by the following documents available on TFL's website ([www.TFLonline.co.in](http://www.TFLonline.co.in)):

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

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

(ii) **PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

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

(iii) **FRAUD PREVENTION POLICY OF TFL**

Further, Bidder/Supplier accepts and certifies that they would adhere to the Fraud Prevention Policy of TFL and shall not indulge themselves or allow others (working in TFL) to indulge in fraudulent activities and that they would immediately apprise the Owner/TFL/Employer / Organization(s) of the fraud/ suspected fraud as soon as it comes to their notice.

## **SECTION IV**

### **SPECIAL CONDITIONS OF CONTRACT & TECHNICAL SPECIFICATIONS**

#### **1.0 INTRODUCTION:**

The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, Details, and any other documents forming part of contract, wherever the context so requires.

#### **2.0 BRIEF DESCRIPTION ABOUT COMPANY:**

Talcher Fertilizers Limited (TFL) is a Joint Venture company of GAIL (India) Limited (GAIL), Rastriya Chemicals & Fertilizers Limited (RCF), Coal India Limited (CIL) and Fertilizer Corporation of India Limited (FCIL).

TFL is setting up an integrated fertilizer and chemical complex comprising of Coal Gasification and Gas Purification Unit, Ammonia Synthesis Unit, Urea Plant, along with necessary offsite and utility facilities, within the premises of existing closed coal-based Ammonia-Urea Complex of Fertilizer Corporation of India Limited (FCIL) at Talcher Unit, Angul district, in the state of Odisha, India.

GAIL (India) Limited is a Public Sector Unit under the Ministry of Petroleum & Natural Gas and Rastriya 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.

#### **3.0 DELIVERY PERIOD:**

The Delivery Period shall be the essence of the contract. Ordered goods shall be delivered to the consignee location within 50 days from the date of issuance of Purchase Order (PO) by TFL. The bidder shall specify their best possible delivery period which must not be beyond 50 days. TFL has sole discretion to accept & evaluate or reject such bids in which the delivery period has been quoted by the bidders more than 50 days.

The ordered materials are to be delivered by the Supplier to the following address:

TALCHER FERTILIZERS LIMITED (TFL),  
ADMINISTRATIVE BUILDING,  
TALCHER, POST- VIKRAMPUR,  
DIST- ANGUL, ODISHA: 759106

Transit Insurance shall be under the Scope of Supplier.

#### **4.0 TECHNICAL SPECIFICATION FOR VT PUMP:**

<b>SR. NO.</b>	<b>PUMP S. NO.</b>	<b>MODEL</b>	<b>CAPACITY &amp; HEAD</b>	<b>PLANT</b>	<b>MAKE</b>	<b>TYPE</b>
1	19013967-102	9M	100 m <sup>3</sup> , 275.6 m	TFL	M/S Flowmore Ltd.	VT Pump (Construction Water Supply)

##### **4.0.1. NOTES:**

1. All the spare items shall be interchangeable with the existing spare parts. Vendor shall submit the Interchangeability Certificate.
2. MOC of the spare items procured shall conform to the existing MOC of the same or superior.
3. Any deviation from the existing specifications shall be indicated for approval.

#### **5.0 TERMS OF PAYMENT:**

Successful bidder or Supplier shall submit error free tax invoice in triplicate along with relevant documents such as Warranty/Guarantee Certificate for the goods to be supplied by them duly addressing to the consignee for certification and onward submission at paying authority for release of payment. Payment shall be made by TFL within 15 days of receipt of error free bills.

#### **PAYING AUTHORITY**

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

#### **6.0 GUARANTEE:**

Materials/Spares to be supplied shall be guaranteed for defect originating from design, materials workmanship, operating characteristics, etc. for 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier.

In case of rejection of goods, supplier shall replace / repair the same at no extra cost to TFL and till such time, the rejected goods shall be lying at the risk and cost of the supplier.

#### **7.0 TRANSPORTATION:**

Freight will be under the scope of the Vendor.

#### **8.0 PACKING AND FORWARDING:**

All the Dispatched Items shall be securely packed to avoid any Transit Damage.

All the Items shall be marked properly with Item code/ Part No., PO No., Material Description, etc.

Each Packing Box shall be supplied with Separate packing List for proper Incoming Material Inspection.

#### **9.0 INSPECTION & MTC CERTIFICATES:**

Inspection and Material Test Certificates against each supply material/ lot to be attached to verify the soundness of the Spare parts.

Rotary Parts such as Impellers shall be dynamically balanced as per Standard Engineering practices.

Parts like Shaft shall be checked for Trueness and other properties as applicable as per Standard Engineering practices.

Vendor shall submit the Inspection Reports (Internal or External Agency authorized under to do so) considering within the quoted rates.

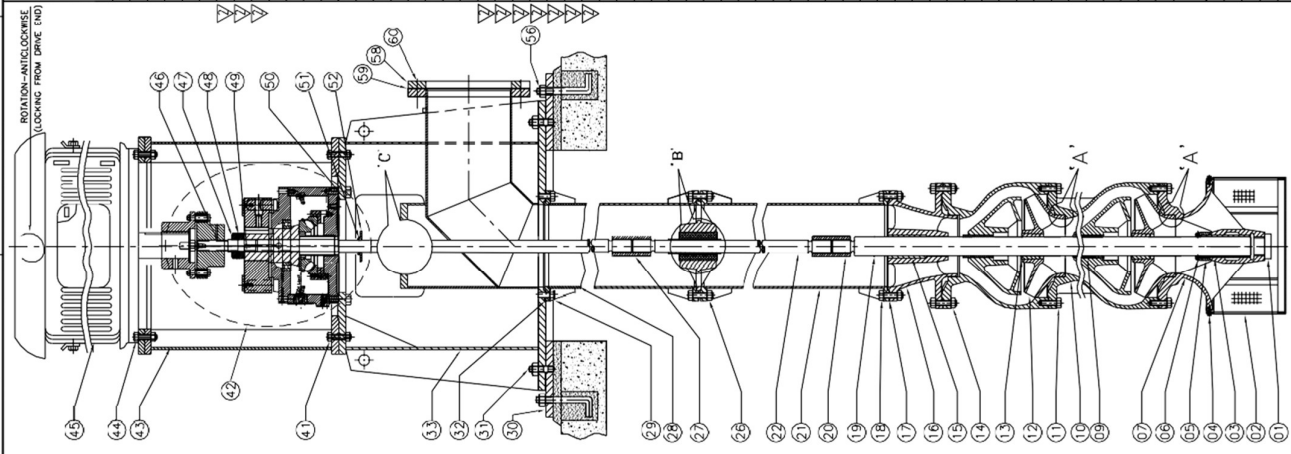
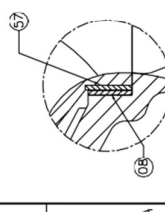
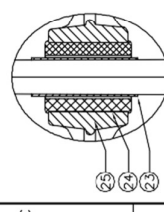
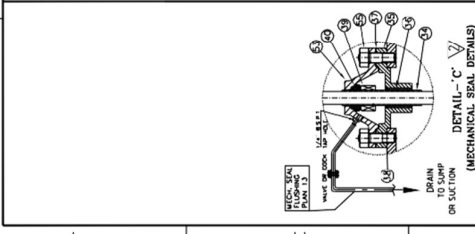
#### **Procurement of Spares for VT Pumps**

<b>Sl. No.</b>	<b>Description</b>	<b>Part No</b>	<b>Unit of Measurement (UOM)</b>	<b>Total Est. Qty.</b>
<b>1</b>	TOP SHAFT SLEEVE	CSD-34	NOS.	<b>1</b>
<b>2</b>	TOP SHAFT	CSD-46	NOS.	<b>1</b>
<b>3</b>	WATER SEAL RING	CSD-61	NOS.	<b>1</b>
<b>4</b>	PACKING GLAND	CSD-62	NOS.	<b>1</b>
<b>5</b>	STUD BOLT WITH NUT	CSD-63	NOS.	<b>4</b>
<b>6</b>	PACKING PCS	CSD-64	NOS.	<b>8</b>



NOTE:-  
1. PLEASE READ THIS DRG. WITH DRG. NO.- TSA-SALE19013967 10.

ROTATION-ANTICLOCKWISE  
(LOOKING FROM DRIVE END)



S.NO.	DESCRIPTION	QTY.	MAT'L.
60	HX. HD. BOLT WITH NUT	12	H.T. STEEL (S-1367 GR. 8.8)
59	GASKET	1	REINFORCED RUBBER
58	COMPANION FLANGE	1	MILD STEEL (S-2062)
57	IMPELLER WEARING RING	9	S.S.-CF-8M-ASTM-A743
56	FOUNDATION BOLT WITH NUT	4	MILD STEEL
55	DELETED		
54	DELETED		
53	SEAL HOUSING COVER	1	C.I. (S-210.FG-260)
52	WATER Slinger ASSY.	1	C.I. (S-210.FG-260)
51	HX. HD. BOLT WITH NUT	2	H.T. STEEL (S-1367 GR. 8.8)
50	HX. HD. CAP SCREW	4	H.T. STEEL (S-1367 GR. 8.8)
49	GIB KEY	1	MILD STEEL
48	ALLEN SET SCREW	48	H.T. STEEL (S-1367 GR. 8.8)
47	ADJUSTING NUT	1	MILD STEEL
46	TOP SHAFT	1	S.S.-410-ASTM-A276
45	MOTOR	1	C.G.L.-MAKE
44	HX. HD. BOLT WITH NUT	8	H.T. STEEL (S-1367 GR. 8.8)
43	MOTOR STOOL	1	M.S. (S-2062)
42	THRUST STAND ASSY.	1	SEE NOTE
41	HX. HD. BOLT WITH NUT	8	H.T. STEEL (S-1367 GR. 8.8)
40	STATIONARY SEAL ASSY.	1	EAGLE BURMAN/TOWNS/ECUVALENT
39	ROTARY SEAL ASSY.	1	REINFORCED RUBBER
38	GASKET	1	REINFORCED RUBBER
37	GASKET	1	REINFORCED RUBBER
36	PACKING BOX BUSH	1	BRONZE (S-318, LTB-II)
35	PACKING BOX	1	Cost Steel-ASTM-A216, GR. WCB
34	TOP SHAFT SLEEVE	1	S.S.-410(H)-ASTM-A276
33	SURFACE DISCHARGE HEAD	1	M.S. (S-2062)
32	GASKET	1	REINFORCED RUBBER
31	STUD BOLT WITH NUT	8	H.T. STEEL (S-1367 GR. 8.8)
30	SOLE PLATE	1	M.S. (S-2062)
29	HX. HD. CAP SCREW	8	H.T. STEEL (S-1367 GR. 8.8)
28	FLOD. TOP COL. PIPE	1	M.S. (ERW) (S-2062) 8mm. Thk.
27	LINE SHAFT COUPLING	1	S.S.-410-ASTM-A276 (200-225BHN)
26	HX. HD. BOLT WITH NUT	16	H.T. STEEL (S-1367 GR. 8.8)
25	BRG. RETAINER	16	Cost Steel-ASTM-A216, GR. WCB
24	LINE SHAFT BRG.	16	CUTLASS NATURAL RUBBER
23	LINE SHAFT SLEEVE	16	S.S.-410(H)-ASTM-A276
22	LINE SHAFT	16	S.S.-410-ASTM-A276
21	FLOD. COL. PIPE	16	M.S. (ERW) (S-2062) 8mm. Thk.
20	PUMP SHAFT COUPLING	1	S.S.-410-ASTM-A276 (200-225BHN)
19	PUMP SHAFT	1	S.S.-410-ASTM-A276 "H" Condition
18	HX. HD. BOLT WITH NUT	8	H.T. STEEL (S-1367 GR. 8.8)
17	GASKET	1	REINFORCED RUBBER
16	DISCHARGE CASE	1	Cost Steel-ASTM-A216, GR. WCB
15	DISCH. CASE BEARING	1	BRONZE (S-318, LTB-V)
14	HX. HD. BOLT WITH NUT	8	H.T. STEEL (S-1367 GR. 8.8)
13	IMPELLER LOCK COLLET	9	S.S.-316-ASTM-A276
12	IMPELLER	9	S.S.-CF-8M-ASTM-A743
11	HX. HD. CAP SCREW	72	H.T. STEEL (S-1367 GR. 8.8)
10	INTER BOWL	9	Cost Steel-ASTM-A216, GR. WCB
09	BRG. INTERBOWL	9	BRONZE (S-318, LTB-V)
08	BOWL WEARING RING	9	Cost Steel-ASTM-A216, GR. WCB
07	SUCTION BELL	2	Cost Steel-ASTM-A216, GR. WCB
06	ALLEN SET SCREW	2	H.T. STEEL (S-1367 GR. 8.8)
05	SAND CAP	1	MILD STEEL
04	HX. HD. CAP SCREW	6	H.T. STEEL (S-1367 GR. 8.8)
03	BRG. SUCTION	1	BRONZE (S-318, LTB-V)
02	STRAINER (BASKET TYPE)	1	S.S.-AISI-316
01	PIPE PLUG	1	S.S.-AISI-304

NAME	DATE	SCALE
DRW. MANOJ	04.02.2019	N.T.S.
CHECKED RAKESH	04.02.2019	SHEET 1 OF 1
APPROVED P.K.S.	04.02.2019	REV. 1

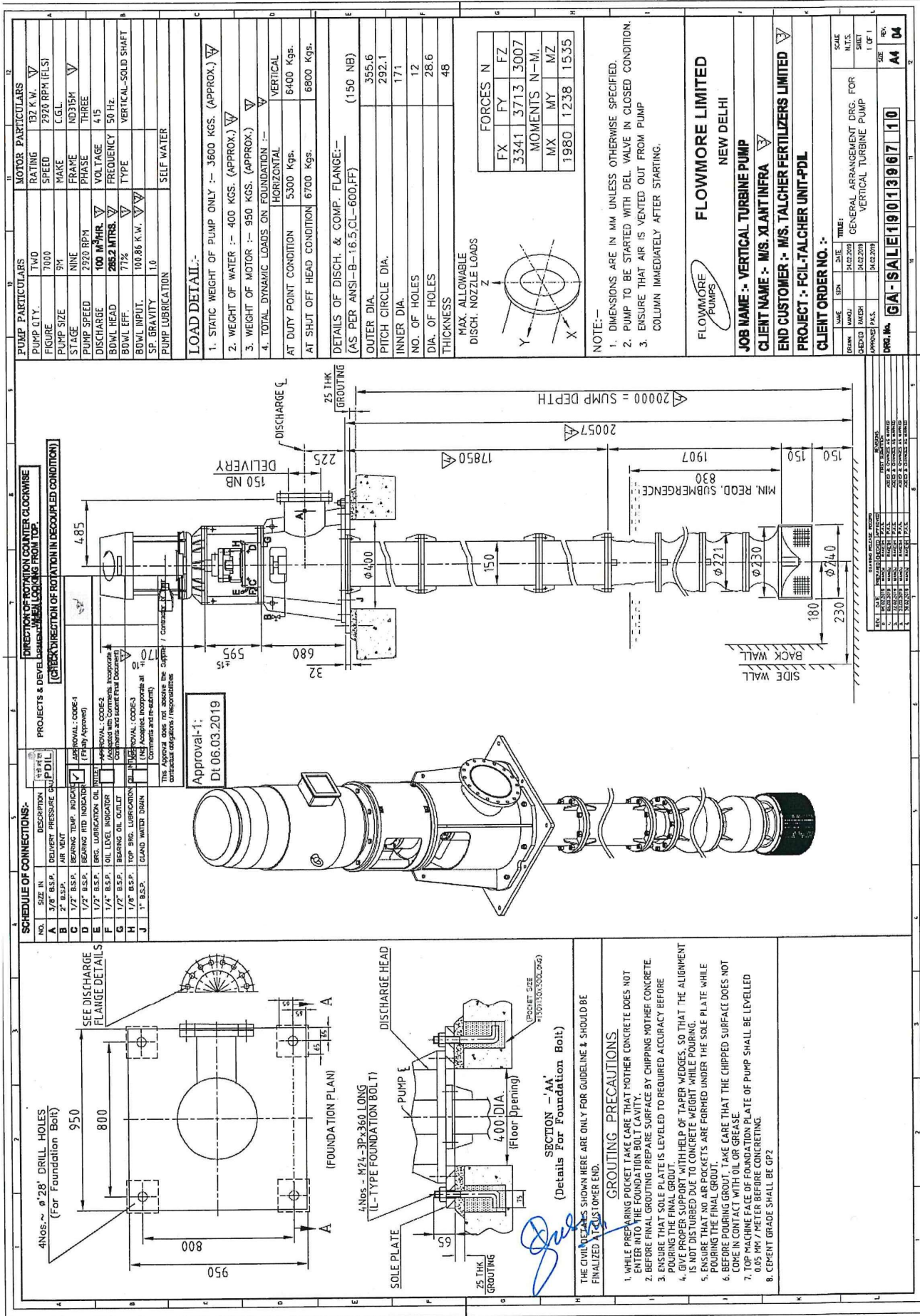
NC. OF PUMP	IWO
FIGURE	7000
MODEL	9M
STAGE	NINE
LUBRICATION	SELF WATER

DRG. No.	CSD-SALE19013967
REV.	10
SIZE	A4
REV.	02

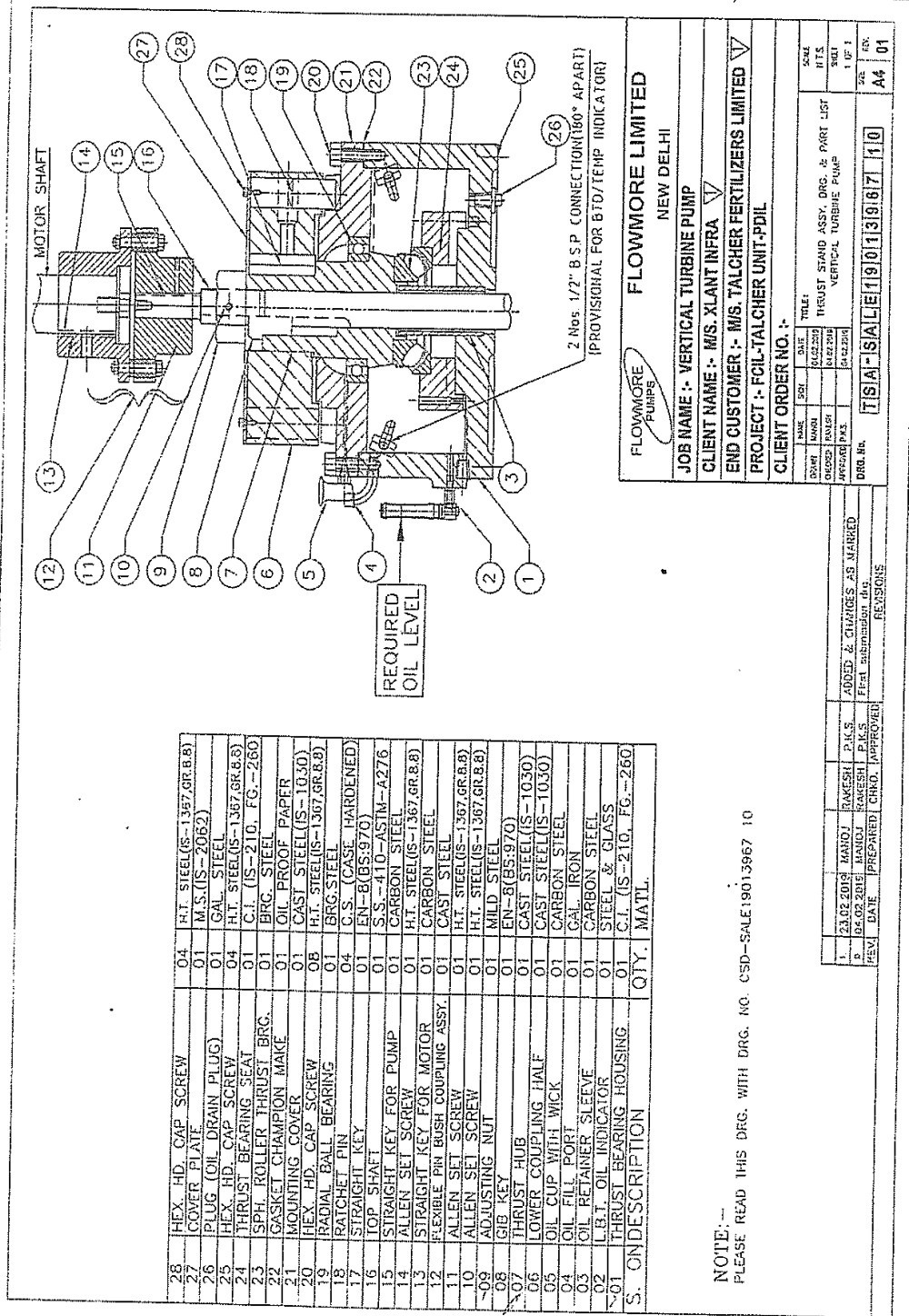
JOB NAME :- VERTICAL TURBINE PUMP  
CLIENT NAME :- M/S. XLANT INFRA  
END CUSTOMER :- M/S. TALCHER FERTILIZERS LIMITED  
PROJECT :- FCIL-TALCHER UNIT-PDIL  
CLIENT ORDER NO. :-

NAME	DATE	SCALE
DRW. MANOJ	04.02.2019	N.T.S.
CHECKED RAKESH	04.02.2019	SHEET 1 OF 1
APPROVED P.K.S.	04.02.2019	REV. 1

DRG. No.	CSD-SALE19013967
REV.	10
SIZE	A4
REV.	02



# THRUST STAND ASSEMBLY DRAWING



NOTE:-  
PLEASE READ THIS DRG. WITH DRG. NO. CSD-SALE19013967 10

**SECTION-V**  
**SCHEDULE OF RATES**

RFQ NO. - TFL/TALCHER/C&P/VT-PUMPS/MM/24-25 Dated 12.02.2025

SUB:- Procurement of Spares for VT Pumps on OEM Basis from M/S Flowmore for TFL, Talcher

**SCHEDULE OF RATES (SOR)**

Sl. No. (1)	Description (2)	Part No	Unit of Measureme nt (UOM) (3)	Total Est. Qty. (4)	Per Unit Rate including all taxes & duties but excluding GST (in ₹)	Total Amount including all taxes & duties but excluding GST (in ₹)	Total Applicable GST (In Figures)		Total Amount including GST (In ₹)
					IN FIGURES (5)	(6) = (5)X(4)	% (7)	Applicable GST Amount (In ₹) (8) = (7)X(6)/100	(9) = (6) +(8)
1	TOP SHAFT SLEEVE	CSD-34	NOS.	1					
2	TOP SHAFT	CSD-46	NOS.	1					
3	WATER SEAL RING	CSD-61	NOS.	1					
4	PACKING GLAND	CSD-62	NOS.	1					
5	STUD BOLT WITH NUT	CSD-63	NOS.	4					
6	PACKING PCS	CSD-64	NOS.	8					
<b>GRAND TOTAL INCLUSIVE OF GST (IN ₹):</b>									
<b>GRAND TOTAL INCLUSIVE OF GST (IN WORDS):</b>									
					<b>Note:</b>  <b>1. Bidder shall quote the unit rate in column no. 5 (in figures) considering all the charges including service charges, taxes &amp; duties applicable but excluding GST and required to accomplish, achieve, execute, fulfil, and submit the tender. No additional charges other than awarded contract value shall be paid to the supplier in order to discharge the responsibilities.</b>				

	<p>2. The job is non-splitable and the evaluation shall be carried out based on the amount quoted under Column No. 9.</p> <p>3. Bidder has to quote for all the blank SOR items failing which bid shall not be evaluated.</p> <p>4. If there is any variation in item description, unit or quantity of SOR, the bid is liable to be rejected.</p> <p>5. The Contractor confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in its Schedule of Rates (SOR). 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 etc. to contractor.</p>	
	Signature of authorized person submitting the tender on behalf of the Bidder (s):	
	Name & Designation of authorized person:	
	Date:	