



**तालचेर फर्टिलाइजर्स लिमिटेड**  
**TALCHER FERTILIZERS LIMITED (TFL)**  
[A JOINT VENTURE OF RCF, GAIL (I) LTD., COAL INDIA LTD. AND FCIL]

**REQUEST FOR QUOTATION (RFQ)**

**FOR**

**ENGAGEMENT OF FINANCIAL ADVISOR FOR  
FINANCIAL APPRAISAL & DEBT SYNDICATION FOR  
TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR  
TFL**

**(RFQ NO: TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED  
17.07.2025)**

<b>EMD/BID SECURITY/BID BOND</b>	<b>:</b>	<b>Not Applicable</b>
<b>DUE DATE &amp; TIME FOR BID SUBMISSION</b>	<b>:</b>	<b>19.07.2025 at 17:00 Hrs. (IST)</b>
<b>DUE DATE &amp; TIME FOR BID OPENING</b>	<b>:</b>	<b>19.07.2025 at 17:30 Hrs. (IST)</b>

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

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**“INVITATION FOR BID (IFB)”**

Ref No: TFL/TALCHER/PROJ/C&amp;P/SBICAPS/2025/BSP

Date: 17.07.2025

To,

M/s SBI Capital Markets Limited,  
 4th Floor, Sood Towers (East Tower),  
 25, Barakhamba Road, New Delhi-110001  
 E-mail: [Shravan.Yadav@sbicaps.com](mailto:Shravan.Yadav@sbicaps.com), [Nikhil.Bhagat@sbicaps.com](mailto:Nikhil.Bhagat@sbicaps.com),

**SUB:REQUEST FOR QUOTATION (RFQ) FOR ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL**

Dear Sir/Madam,

**1.0 Talcher Fertilizers Limited (Hereinafter refer to as “TFL”), a Joint Venture of GAIL, RCF, Coal India Limited (CIL) and FCIL, having its Registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar – 751014, CIN No. U24120OR2015PLC019575], invites bid under single stage from M/s. SBI Capital Markets Limited for the subject job, in complete accordance with the following details and enclosed RFQ.**

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

<b>(A)</b>	NAME OF JOB / BRIEF SCOPE OF SERVICE/WORK	ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL	
<b>(B)</b>	RFQ NO. & DATE	TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025	
<b>(C)</b>	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	✓
		TWO BID SYSTEM	X
<b>(D)</b>	TYPE OF TENDER	E-TENDER	X
		MANUAL TENDER	✓
		Bid /offer (offer / bid size should not be more than 10 MB per attachment in case of mode of submission through email) shall be submitted through email to undersigned email ID (i.e. <a href="mailto:sunilpatroftl@gmail.com">sunilpatroftl@gmail.com</a> ) on or before <b>19.07.2025</b> followed by <u>original hard copy of the bid (duly signed)</u> shall be couriered / speed post / submitted by hand at the following mentioned <u>hereinunder:</u>  TALCHER FERTILIZERS LTD. (TFL), Administrative Building, P.O. Vikrampur, Talcher, District Angul, Odisha – 759106	
<b>(E)</b>	COMPLETION/CONTRACT PERIOD	Shall be as per Clause No. 3.0 of Special Conditions of Contract (Section-IV) of RFQ	

(F)	CONTACT DETAILS OF TENDER DEALING OFFICER	Mr. B. Sunil Patro / Mr. Vivek Mishra, Manager (C&P) / Chief Manager (C&P) E-mail: <a href="mailto:sunilpatrotfl@gmail.com">sunilpatrotfl@gmail.com</a> / <a href="mailto:vivekmishra@tflonline.co.in">vivekmishra@tflonline.co.in</a> Mobile: 8286527177 / 9690016068
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In case of the days specified above happens to be a holiday in TFL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III) of this RFQ. The IFB is an integral and inseparable part of the RFQ.
- 4.0 Bids complete in all respect should submitted through email to undersigned email ID (i.e. [sunilpatrotfl@gmail.com](mailto:sunilpatrotfl@gmail.com)) on or before **17.07.2025** followed by original hard copy of the bid (duly signed) shall be couriered / speed post / submitted by hand.
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the RFQ and not to stipulate any deviations/exceptions.
- 6.0 The RFQ calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works as specified in this RFQ.
- 7.0 Any revision, clarification, addendum, corrigendum, time extension, etc. to this RFQ will be intimated through email to the bidder.
- 8.0 TFL reserves the right to reject the bid/offer received from the bidder at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of  
Talcher Fertilizers Limited (TFL)

(Authorized Signatory)  
Name: B. Sunil Patro  
Designation: Manager (C&P)  
E-mail ID: [sunilpatrotfl@gmail.com](mailto:sunilpatrotfl@gmail.com)  
Contact No.: 08286527177



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

**RFQ No. : TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025**

**Job Description: ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL**

**Due Date : 19.07.2025**

**From: To:**

.....	<b>B. SUNIL PATRO</b>
.....	<b>MANAGER (C&amp;P)</b>
	<b>TALCHER FERTILIZERS LIMITED(TFL)</b>
	<b>ROOM NO.-213, FIRST FLOOR, NEW</b>
	<b>ADMINISTRATIVE BUILDING</b>
	<b>TALCHER, POST- VIKRAMPUR,</b>
	<b>DIST- ANGUL, ODISHA: 759106</b>

**(To be pasted on the envelope containing Bid)**

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## **INSTRUCTIONS TO BIDDERS [ITB]**

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

#### **[A] – GENERAL**

##### **1. SCOPE OF BID**

- 1.1 The Employer/Client as defined in the "Bidding Data Sheet [BDS]", wishes to receive Bids as described in the Invitation For Bid (the “**Tender Document /Bid Document/ Request For Quotation (RFQ)**”) issued by Employer. Employer/ Owner/ Client/ TFL occurring herein under shall be considered synonymous.
- 1.2 Scope of Bid: The Scope of Work/ Terms of Reference shall be as defined in the RFQ.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the RFQ, the terms 'Bid', 'Tender' 'Proposal' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

##### **2. Power of Attorney:**

Power of Attorney (POA) to be issued by the bidder in favour of the authorized employee(s), in respect of the particular tender, for purpose of signing the documents including bid, all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the bidder (including Consortium). Any consequence resulting due to such signing shall be binding on the Bidder (including Consortium).

The Power of Attorney shall be issued as per the constitution of the bidder as below:

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

The Power of Attorney should be valid till award of contract 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.

##### **3. DELETED**

##### **4. DELETED**

##### **5. COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, TFL will in no case, be responsible or liable for these costs.

##### **6. SITE VISIT– NOT APPLICABLE**

## **[B] – TENDER DOCUMENTS**

### **7. CONTENTS OF TENDER DOCUMENTS**

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

- Section-I : Invitation for Bid [IFB] & Cut-out slip
- Section-II : Instructions to Bidders [ITB] with Annexures & Formats\*
- Section-III : General Conditions of Contract [GCC]\*\*\*
- Section-IV : Special Conditions of Contract [SCC]
- Section-V : Scope of Work [SOW] or Terms of Reference
- Section-VI : Schedule of Rates [SoR]

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

\*\* General Conditions of Contract - Consultancy is enclosed.

7.2 It shall be considered that the Bidder has read, examined, understood and accepted all the instructions, forms, terms & conditions in the RFQ.

### **8. DELETED**

### **9. DELETED**

## **[C] – PREPARATION OF BIDS**

### **10. LANGUAGE OF BID:**

All the contents of the bid as prepared by the Bidder and all correspondence(s) shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the bidder shall submit English translation copy of the same duly certified, stamped and signed by Local Chamber of Commerce or Indian Embassy in their Country or their Embassy in India or any translator in India recognized /authorized by their Embassy along with the original/copy of the same in it's original language. For the purpose of interpretation, the English translation shall govern.

### **11. DOCUMENTS COMPRISING THE BID**

The Bid/offer prepared by the bidder to be submitted through email followed by hard copy & bid/offer must be sealed in single envelope or folder or packet and should comprise following documents mentioned hereinunder:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) 'Agreed Terms and Conditions', as per 'Form -4'
- (d) Copy Power of Attorney (as per prescribed format F-7)/copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.4 of ITB, if applicable.
- (e) Undertaking as per *Form-1 to Annexure-V to Section-III* by MSE bidders and Bidders seeking preference under Policy for purchase preference linked with Local Content (PP-LC), if applicable.
- (f) Undertaking as per *Form-2 to Annexure-V to Section-III* and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per *Form-3 to Annexure-V to Section-III*.
- (g) All forms and Formats including Annexures
- (h) 'Integrity Pact' as per 'Form F-9'

- (i) Undertaking as per *FORM-I TO ANNEXURE-IV TO SECTION II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (j) Tender Document duly signed by the Authorized Signatory holding POA.
- (k) Additional document specified in BDS, SCC, Scope of Work or Terms of Reference or mentioned elsewhere in the RFQ.
- (l) Any other information/details required as per RFQ.
- (m) **Price Bid**
  - (i) The Prices are to be submitted strictly as per the Schedule of Rate of the RFQ. TFL shall not be responsible for any failure on the part of the bidder to follow the instructions.
  - (ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR format or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the "Schedule of Rates (SOR)" and indicate the discounted unit rate(s) only.
  - (iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.

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

## **12. BID PRICES**

- 12.1 Unless stated otherwise in the RFQ, the Contract shall be for the whole Scope of Work or Terms of Reference as described in RFQ, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties inclusive of **GST (CGST & SGST/UTGST or IGST)**.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of RFQ. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 12.3 Bidder shall quote for all the items of "SOR" after careful analysis of cost involved for the performance of the completed item considering all parts of the RFQ. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Scope of Work / Service/ Terms of Reference, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of RFQ, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] except the **GST (CGST & SGST/ UTGST or IGST)** payable by the Consultant under the Contract, or for any other cause shall be included in the rates / prices only and the final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the total bid-price submitted by the Bidder. Bidder shall indicate applicable rate of **GST (CGST & SGST/ UTGST or IGST)** in SOR.
- 12.5 The Bidder shall quote the prices in 'figures' & 'words'. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.6 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account until any price escalation/variation is allowed elsewhere in the RFQ.

- 12.7 Further, bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR & Agreed Terms & Conditions (F-4).

**13. TAXES & DUTIES**

- 13.1 Bidders are required to mention the GST Registration No. at designated place under Bidder's General Information (F-1) duly enclosing signed photocopy of GST Registration Certificate while submitting the bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.

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

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

- 13.3 In case of statutory variation in **GST (CGST & SGST/UTGST or IGST)**, other than due to change in turnover, payable on the contract value during contract period, the Consultant shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

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

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

The input tax credit of quoted **GST (CGST & SGST/UTGST or IGST)** shall be considered for evaluation of bids, as per evaluation criteria of tender document.

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

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

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

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

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

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

13.8 **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 Consultant may note the above and quote their prices accordingly.

13.9 In case the GST rating of Consultant on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by TFL. Further, in case rating of bidder is negative / black listed after award of job, then TFL shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by TFL.

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

13.11 **Regarding Reconciliation between GSTR 2A and Input Tax Credit**

Consultant shall ensure timely submission of correct invoice(s)/e-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 Consultant 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 Consultant 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 Consultant has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from TFL to the government exchequer, then, that Consultant shall be put under Holiday list of TFL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.

- 13.12 GST, as quoted by the bidder, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the lowest evaluated bidder (L-1) will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised / payments made to the Consultants, 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, Consultants should also download the GST TDS certificate from GST common portal (reference path: Services > User Services > View/Download Certificates option).

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

Consultant 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 service provider 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 Services with requisite details.

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

To ensure compliance, undertaking in requisite format is to be submitted by Service Provider as per **format F-10** along with documents for release of payment.

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

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

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

**14. BID CURRENCIES:**

The prices are to be quoted in Indian Rupees only.

**15. BID VALIDITY**

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidder to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. Bidder may refuse the request. Bidder agreeing to the request will not be required or permitted to modify his Bid.

**16. DELETED**

**17. PRE-BID MEETING  
NOT APPLICABLE**

**18. FORMAT AND SIGNING OF BID**

18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing, must be typed or printed below the signature. All pages of the Bid except for unamendable printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.

18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

**19. DELETED**

**20. E-PAYMENT**

Talcher Fertilizers Limited (TFL) has initiated payments to Consultants electronically, and to facilitate the payments electronically through 'e-banking'/RTGS/NEFT. The successful bidder should give the details of his bank account as per the E-Banking Mandate Form (F-5).

**[D] – SUBMISSION OF BIDS**

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

21.1 Bids submitted under the name of AGENT/REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted. Direct bid from Bidder shall be considered.

**22. DELETED**

**23. DELETED**

**24. DELETED**

**[E] – BID OPENING AND EVALUATION**

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

TFL reserves the right to accept or reject Bid, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or any obligations to inform the affected Bidder of the ground for TFL's action.

**26. DELETED**

**27. DELETED**

**28. DELETED**

**29. DELETED**

**30. CORRECTION OF ERRORS**

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors in in Price Schedule/Schedule of Rates (SOR) will be corrected by the Employer as follows:

- (i) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Bidder (i.e. by multiplying the quantity and rate) shall be taken as correct.
- (ii) When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the contractor shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iv) In case a Price Schedule/ Schedule of Rate is having provisions of sub-total and grand total and there is a difference between “sum of sub totals” and “grand total”, “sum of sub totals” shall be taken as correct.

30.2 The amount stated in the bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors. If the bidder does not accept the corrected amount of bid, its bid will be rejected.

31. **DELETED**

32. **DELETED**

33. **DELETED**

34. **DELETED**

### **[F] – AWARD OF CONTRACT**

35. **DELETED**

### **36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE**

36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by TFL either by E-mail/Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on TFL and successful Bidder (i.e. Consultant). The Notification of Award/FOA will constitute the formation of a Contract. The Detailed Letter of Acceptance (DLOA) shall be issued thereafter incorporating terms & conditions of RFQ, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. TFL may choose to issue Notification of Award in form of Detailed Letter of Acceptance (DLOA) without issuing FOA and in such case the Contract shall enter into force on the date of Detailed Letter of Acceptance (DLOA) only.

36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".

36.3 Order/contract value is subject to Price Reduction Schedule, if any.

36.4 TFL will award the Contract to the Consultant, who, within 'fifteen [15] days' of receipt of the same, shall sign and return the acknowledged copy to TFL.

### **37. SIGNING OF AGREEMENT**

37.1 The Consultant shall be required to execute an 'Agreement' in the proforma given in this RFQ on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the Consultant] and of 'State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA]" of the RFQ by the Consultant.

### **38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]**

38.1 Within 30 days of the receipt of the notification of award/Fax of Acceptance (FOA)/ Detailed Letter of Acceptance (DLOA) from TFL, the consultant shall furnish the Contract Performance Security (CPS) in accordance with the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, there shall be no Contract Performance security/ PBG requirement for contracts placed through Bids / RA with estimated bid value up to Rs. 5 Lakh.

38.2 The contract performance security shall be for an amount equal to specified in Bidding Data

Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)**.

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

- 38.3 The Service Provider shall submit CPS as per Form F-3(A) or Form F-3(B) of RFQ in case they wish to submit the CPS in form of Bank Guarantee (BG) or Insurance Surety Bond. Further, they are also required to submit covering letter along with CPS as per format at F-3(A) or F-3(B).
- 38.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award.
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.6 Further, Ministry of Finance (MOF) Department of financial service has issued direction for submission of Bank Guarantee through online vide letter ref number F.No.7/112/2011-BOA dated 17<sup>th</sup> July 2012. The successful bidder can submit CPS online through issuing bank to TFL directly as per the above direction including its revisions, if any. In such cases confirmation will not be sought from issuing banker by TFL.
- 38.7 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee/Letter of Credit) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of TFL's Bank Account is mentioned in BDS.

While remitting such online transaction, the bidder must indicate **"Security Deposit/ Contract Performance Security against FOA/DLOA no. \_\_\_\_\_ (service provider to specify the FOA/DLOA No.)"** under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of issuance of FOA/DLOA.

- 38.8 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of contract, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL. The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of contract.
- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the consultant.

38.10 The first payment to vendor is to be released only after submission of CPS/Security Deposit (SD).

38.11 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the consultant.

**38.12 In case, TFL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/DLOA /Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA/DLOA.**

38.13 The Fixed Deposit Receipt (FDR) submitted by consultant from a Bank based in India shall be duly pledged / lien in favour of "Talcher Fertilizers Limited" (TFL).

The FDR shall be in the name of the Talcher Fertilizers Limited (TFL) A/c .....(Name of consultant) and the consultant cannot encash / pre-mature this FDR without the discharge letter / NOC / approval of TFL. However, TFL can encash this FDR without the approval of the consultant in case of non-compliance of the terms of the contract.

The original FDR shall be accompanied by a confirmation letter in original on letter head from the issuing bank to TFL as per the format of "**Third Party Deposit Confirmation Letter**" placed as **Forms & Format F-11**.

Note: FDR (free from any encumbrance payable at place mentioned in BDS) along with original confirmation letter in the manner mentioned above shall be submitted by the consultant within 30 days of the receipt of the notification of award/ FOA/ DLOA from TFL.

Here Bank means - Any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of "Fixed Deposit" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Fixed Deposit" itself or separately on its letterhead. TFL will verify the Fixed Deposit Receipt from issuing bank.

38.14 The FDR submitted by consultant should have a validity of at least 'three [03] months' beyond the Warranty Period/Defect Liability Period.

38.15 Any dispute arising out of or in relation to the said FDR shall be subject to the exclusive jurisdiction of courts at New Delhi.

38.16 FDR in Original and Third-Party Deposit Confirmation Letter in Original has to be kept in Custody of TFL.

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is enclosed at Annexure-I to Section-II.

39.2 The Fraud Prevention Policy document is available on TFL's website (<https://tflonline.co.in/index.html>).

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

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

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

40. **DELETED**

41. **VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to Section-II herewith.

42. **INCOME TAX & CORPORATE TAX**

42.1 Income tax deduction shall be made from all payments made to the contractor as per the rules and regulations in force and in accordance with the Income Tax Act prevailing from time to time.

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

42.3 **TDS**

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

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

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

- (I) Twice the rate mentioned in relevant TDS section.
- (II) Twice the rate or rates in force
- (III) 5%

42.4 **MENTIONING OF PAN NO. IN INVOICE/BILL**

As per CBDT Notification No. 95/2015 dated 30.12.2015, mentioning of PAN no. is mandatory for procurement of goods / services/works/consultancy services exceeding Rs. 2 Lacs per transaction or as amended from time to time.

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

Payment of Consultant shall be processed only after fulfilment of above requirement

#### **43. DISPUTE RESOLUTION MECHANISM**

##### **43.1 QUARTERLY CLOSURE OF THE CONTRACT AND SAMADHAN MECHANISM:**

During execution of orders, various issues may arise. In order to timely detect and to address the contractual issue(s) during the execution of contracts, TFL has introduced a mechanism of Quarterly Closure of the contract, under which all the related issues / disputes will be monitored and addressed on quarterly basis for resolution. Vendor/Consultant (hereinafter referred 'Vendor') should first refer any issues/disputes to Executive-in-Charge (EIC) and co-operate them for smooth execution of the contract and to timely address the issues, if any. For applicability of 'Quarterly Closure', please refer BDS.

In case issue is not resolved by above, Consultant may submit their issue(s) to "Samadhan" committee of TFL, which will be addressed by TFL within 15 days.

Accordingly, the methodology for resolution of issue(s)/ grievance (s) of Vendor shall be as under:

- (i) Any issue should be first referred to EIC.
- (ii) In case issue is not resolved, Vendor may submit their issue/ grievance to "Samadhan" committee.
- (iii) In case, Vendor is not satisfied, there is a provision of escalation of issue to higher authority in TFL. This option is available two times to vendor.
- (iv) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract.
- (v) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

##### **43.2 CONCILIATION AND ARBITRATION**

###### **1.0 CONCILIATION**

Talcher Fertilizers 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.

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 Fertilizers 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.

###### **2.0 ARBITRATION**

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

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



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

OR

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

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

### 3. 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.

**44. 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. 44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

**45. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS**

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

**46. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS**

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

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

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

**47. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS**

Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them as per provisions of RFQ.

However, UDIN may not be required for documents being attested by Chartered Accountants in terms of provisions of RFQ.

**48. CONSULTANT TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY**

While engaging the contractual manpower, Contractors are required to make efforts to provide opportunity of employment to the people belonging to Scheduled Castes and weaker sections of the society also in order to have a fair representation of these sections.

**49. DELETED**

**50. DELETED**

**51. CONFLICT OF INTEREST**

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

52.2 TFL policy requires that consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be engaged for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of TFL.

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

**52. PROFESSIONAL LIABILITY**

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

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

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

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

**A Definitions:**

- A.1 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution.
- “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- A.2 “Fraudulent Practice” means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order.
- A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- A.5 “Vendor/Supplier/Contractor/Consultant/Bidder” is herein after referred as “Agency”
- A.6 “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (Operations) for works centers under Managing Director. For all other cases committee of Directors shall consist of Director (Finance) & Director (Operations).
- A.7 “Competent Authority” shall mean the authority, who is competent to take final decision for Suspension of business dealing with an Agency/ (ies) and Banning of business dealings with Agency/ (ies) and shall be the “Director” concerned.
- A.8 “Allied Agency” shall mean all the concerns within the sphere of effective influence of banned/ suspended agencies. In determining this, the following factors may be taken into consideration:
- (a) Whether the management is common;
  - (b) Majority interest in the management is held by the partners or directors of banned/ suspended firm.
  - (c) substantial or majority shares are owned by banned/ suspended agency and by virtue of this it has a controlling voice.
- A.9 “Investigating Agency” shall mean any department or unit of TFL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the TFL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.

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

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

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

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

## **B.2 Irregularities noticed after award of contract**

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

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

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

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

### **Suspension of order/ contract:**

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

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

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment.

Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of TFL.

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

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

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

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

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

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

**B.2.2 Period of Banning**

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

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

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

- C.1 If an agency is put on Banning, such agency should not be considered in ongoing tenders/future tenders.
- C.2 However, if such an agency is already executing other order (s)/ contract (s) where no corrupt/fraudulent/ collusive/coercive practice is found, the agency should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract.
- C.3 If an agency is put on the Banning List during tendering and no irregularity is found in the case under process:

- C.3.1 after issue of the enquiry /bid/tender but before opening of bid, the bid submitted by the agency shall be ignored.
- C.3.2 after opening of bid, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on banning list for fraud/mis-appropriation of facts committed in the same tender/other tender where errant agency emerges, then such tender shall also be cancelled and re-invited.

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

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

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

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

### **D.2 Suspension Procedure:**

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

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

### **D 3 Effect of Suspension of business:**

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

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

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

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

D.3.2.2 after opening of bid, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. If the agency is put on Suspension list for fraud/ mis-appropriation of facts conducted in the same tender/other tender where errant agency emerges, then such tender shall also be cancelled and re-invited.

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

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

**F. Appeal against the Decision of the Competent Authority:**

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

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

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

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



**PROCEDURE FOR EVALUATION OF PERFORMANCE OF VENDORS/ SUPPLIERS/ CONTRACTORS/ CONSULTANTS****1.0 GENERAL**

A system for evaluation of Vendors/ Suppliers/Contractors/ Consultants and their performance is a key process and important to support an effective purchasing & contracting function of an organization.

Performance of all participating Vendors/ Suppliers/Contractors/ Consultants need to be closely monitored to ensure timely receipt of supplies from a Vendor, completion of an assignment by a Consultant or complete execution of order by a contractor within scheduled completion period. For timely execution of projects and meeting the operation & maintenance requirement of operating plants, it is necessary to monitor the execution of order or contracts right from the award stage to completion stage and take corrective measures in time.

**2.0 OBJECTIVE**

The objective of Evaluation of Performance aims to recognize, and develop reliable Vendors/ Suppliers/Contractors/ Consultants so that they consistently meet or exceed expectations and requirements.

The purpose of this procedure is to put in place a system to monitor performance of Vendors/ Suppliers/Contractors/ Consultants associated with TFL in Projects and in O&M so as to ensure timely completion of various projects, timely receipt of supplies including completion of works & services for operation and maintenance of operating plants and quality standards in all respects.

**3.0 METHODOLOGY****i) Preparation of Performance Rating Data Sheet**

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

**ii) Measurement of Performance**

Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.

**iii) Initiation of Measures:**

Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

**iv) Implementation of Corrective Measures:**

Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of TFL.

- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

#### 4.0 **EXCLUSIONS:**

The following would be excluded from the scope of evaluation of performance of Vendors/ Suppliers/Contractors/ Consultants:

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

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

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

##### 5.1 FOR PROJECTS

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

- A) Where performance rating is “POOR” (as per Performance Rating carried out after execution of Order/ Contract and where no reply/ unsatisfactory reply is received from party against the letter seeking the explanation from Vendor/Supplier/Contractor/ Consultant along with sharing the performance rating)  
Recommend such defaulting Vendor / Supplier / Contractor / Consultant for the following action:

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

(a) **First Instance: Holiday (Red Card) for Two Years**

- (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
- (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Three (3) Years.
- (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
- (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Three Years.**
- B) **Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under Clause no.3.16.1 of GCC- Consultancy)**
- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.
- Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.
- However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).
- The Yellow card will be automatically revoked after a period of three years unless the same is converted into Red Card due to subsequence instances of poor/ non-performance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant.
- (b) **Second instances in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of One Year and they shall also to be considered for Suspension.**
- (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for period of Three Years and they shall also to be considered for Suspension.**

- (C) Where Performance rating is “FAIR”:  
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

## 5.2 FOR CONSULTANCY JOBS

Monitoring and Evaluation of consultancy jobs will be carried out in the same way as described in para 5.1 for Projects.

## 5.3 FOR OPERATION & MAINTENANCE

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

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

- iv) Reply from concerned Vendor/ Supplier/Contractor/ Consultant shall be examined. In case of satisfactory reply, Performance Rating data Sheet to be closed with a letter to the concerned for improving performance in future.
- v) When no reply is received or reasons indicated are unsatisfactory, the following actions need to be taken:

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
  - (a) **First Instance: Holiday (Red Card) for Two Years**
  - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contract (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Three Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):

- (a) **First such instance:** Advisory notice (Yellow Card) shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on **watch list for a period of Three (3) Years.**
- (b) **Second such instance** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on **Holiday (Red Card) for a period of One Year**
- (c) **Subsequent instances** (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on **Holiday (Red Card) for a period of Three Years.**

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

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Three (3) Years.

Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.

However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

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

- (C) Where Performance rating is “FAIR”:  
Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

## 6.0 **REVIEW & RESTORATION OF PARTIES PUT ON HOLIDAY**

- 6.1 An order for Holiday passed for a certain specified period shall deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

Further, in case Vendor/ Supplier/Contractor/ Consultant is put on holiday due to quality, and new order is placed on bidder after restoration of Vendor/ Supplier/Contractor/ Consultant, such order will be properly monitored during execution stage by the concerned site.

**7.0 EFFECT OF HOLIDAY**

7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant should not be considered in ongoing tenders/future tenders.

7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.

7.3. Effect on other ongoing tendering:

7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.

7.3.2 after opening of bid, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges, then such tender shall also be cancelled and re-invited.

8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list.

Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

9.0 If an unsuccessful bidder makes any vexatious, frivolous or malicious complaint against the tender process with the intention of delaying or defeating any procurement or causing loss to TFL or any other bidder, such bidder will be put on holiday for a period of six months, if such complaint is proved to be vexatious, frivolous or malicious, after following the due procedure.

**10.0 APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

(a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.

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

(c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.

(d) “Appellate Authority” shall mean Committee of Directors consisting of Director (Finance) and Director (Operations) for works centers under Managing Director. For all other cases committee of Directors shall consist of Director (Finance) & Director (Operations).

**11. ERRANT BIDDER**

In case after bid opening, the job is not awarded for any mistake committed by the bidder in bidding or withdrawal of bid or modification of bid or varying any term in regard thereof

leading to re-tendering, TFL shall be debarred such bidders from participation in retendering of the same job(s)/item(s).

Further, such bidder will be put on Watch List (Yellow Card) for a period of three years after following the due procedure. However, during the period in watch list such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

In case of subsequent instances of default in other tender(s) during aforesaid watch list period, the action shall be initiated as per provision of sl. no. 2 of para A of Clause no. 5.1 (v) and 5.3 (v).

The Yellow card will be automatically revoked after specified period unless the same is converted into Red Card

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

**Talcher Fertilizers Limited (TFL)**  
**PERFORMANCE RATING DATA SHEET**  
**(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

PERFORMANCE RATING (\*\*)

Note :

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

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

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

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

Signature of  
Authorized Signatory:

Name:

Designation:



## Instructions for allocation of marks

1. Marks are to be allocated as under:

### 1.1 DELIVERY/ COMPLETION PERFORMANCE 40 Marks

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

### 1.2 QUALITY PERFORMANCE 40 Marks

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

### 1.3 RELIABILITY PERFORMANCE 20 Marks

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

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

A. GENERAL													
ITB clause	Description												
1.1	The Employer/Owner/Client is: Talcher Fertilizers Limited (TFL)												
B. RFQ													
ITB clause	Description												
8.1	For <b><u>clarification purposes</u></b> only, the communication address is: Attention: B. SUNIL PATRO, MANAGER (C&P) TALCHER FERTILIZERS LIMITED (TFL) FIRST FLOOR, ADMINISTRATIVE BUILDING TALCHER, POST- VIKRAMPUR, DIST- ANGUL, ODISHA: 759106 EMAIL - <a href="mailto:sunilpatrotfl@gmail.com">sunilpatrotfl@gmail.com</a> MOBILE NO. – 8286527177												
C. PREPARATION OF BIDS													
ITB clause	Description												
13	Whether TFL will be able to avail input tax credit in the instant tender <table border="1" style="margin: 10px auto; width: 50%;"> <tr> <td style="text-align: center;">YES</td> <td style="text-align: center;"><input type="text"/></td> </tr> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table> <p>Details of Buyer:</p> <table border="1" style="margin: 10px auto; width: 80%;"> <tr> <td>Services to be rendered at</td> <td>Talcher Fertilizers Limited (TFL), Talcher, Post- Vikrampur, Dist: Angul, Odisha</td> </tr> <tr> <td>PAN No.</td> <td>AAFCT8667A</td> </tr> <tr> <td>GST no.</td> <td>21AAFCT8667A1ZH</td> </tr> <tr> <td>TFL Bank details</td> <td>Account No.: - 41256023769 IFSC Code: - SBIN0017313 Bank Name: - STATE BANK OF INDIA Branch address: - CAG-II, NEW DELHI</td> </tr> </table>	YES	<input type="text"/>	NO	<input checked="" type="checkbox"/>	Services to be rendered at	Talcher Fertilizers Limited (TFL), Talcher, Post- Vikrampur, Dist: Angul, Odisha	PAN No.	AAFCT8667A	GST no.	21AAFCT8667A1ZH	TFL Bank details	Account No.: - 41256023769 IFSC Code: - SBIN0017313 Bank Name: - STATE BANK OF INDIA Branch address: - CAG-II, NEW DELHI
YES	<input type="text"/>												
NO	<input checked="" type="checkbox"/>												
Services to be rendered at	Talcher Fertilizers Limited (TFL), Talcher, Post- Vikrampur, Dist: Angul, Odisha												
PAN No.	AAFCT8667A												
GST no.	21AAFCT8667A1ZH												
TFL Bank details	Account No.: - 41256023769 IFSC Code: - SBIN0017313 Bank Name: - STATE BANK OF INDIA Branch address: - CAG-II, NEW DELHI												
15	The bid validity period shall be <b>Four (04) Months</b> from final 'Bid Due Date'.												
D. SUBMISSION AND OPENING OF BIDS													
ITB clause	Description												
22.2 and 26 of ITB and 4.0 of IFB	For <b><u>bid submission purposes</u></b> only (Manual) as per cl. no. 4.0 of IFB & 22.2 of Section-II and Bid Opening Purpose as per cl.no. 26 of Section-II, the Owner's address is: Attention: B. SUNIL PATRO, MANAGER (C&P) TALCHER FERTILIZERS LIMITED (TFL) FIRST FLOOR, ADMINISTRATIVE BUILDING TALCHER, POST- VIKRAMPUR, DIST- ANGUL, ODISHA: 759106												
F. AWARD OF CONTRACT													
ITB clause	Description												
37	State of India which stamp paper is required for Contract Agreement: <b>Odisha</b>												

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## Contract Performance Security/ Security Deposit

APPLICABLE	<input checked="" type="checkbox"/>
NOT APPLICABLE	<input type="checkbox"/>

The value/ amount of Contract Performance Security/ Security Deposit

Contract Performance Security or SD @5% of Total Order / Contract value (Exclusive of GST) OR Initial security deposit (ISD) @ 2.5% of Total Order / Contract value and deduction @2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Total Order / Contract value.

In case “**Contract Performance Security**” is in the form of '**Demand Draft**' or '**Banker's Cheque**'/'**Insurance Surety Bond**'/ '**Fixed Deposit Receipt**', the same should be favor of **Talcher Fertilizers Limited**, payable at **CAG-II NEW DELHI**.

In case of submission through online banking transaction i.e. IMPS/NEFT/RTGS, etc., the details of TFL's Bank account are as under:

Account Holder's Name: **Talcher Fertilizers Limited**

Account Number: **41256023769**

IFSC Code: **SBIN0017313**

Other details

Bank Name: - **STATE BANK OF INDIA**

Branch address: - **CAG-II, NEW DELHI**

Bidder to mention reference no. “CPS/.....” in narration while remitting the CPS amount in TFL's Bank Account.

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## Quarterly Closure of Contract

APPLICABLE	<input checked="" type="checkbox"/>
NOT APPLICABLE	<input type="checkbox"/>

49

## Applicability of provisions regarding invoice for reduced value or credit note towards PRS:

APPLICABLE	<input checked="" type="checkbox"/>
NOT APPLICABLE	<input type="checkbox"/>

**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 per Prescribed Format FORM-I.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-I-B if applicable. However, this is not applicable for this case. 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. Talcher Fertilizers Limited (TFL), Talcher

SUB: ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT  
SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL

RFQ NO: TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025

Dear Sir

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

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

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

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

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



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

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

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.....Contd. p/3



### 3A. Purchase Preference

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

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

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

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

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

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

**3B. Applicability in tenders where contract is to be awarded to multiple bidders -**  
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

.....Contd. p/5



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

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

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

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

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

**d. Reciprocity Clause**

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

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

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

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

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

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

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

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

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

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

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

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

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

.....Contd. p/9



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

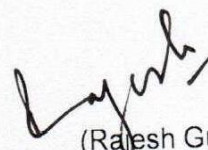
**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

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

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

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

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



(Rajesh Gupta)  
Director

Tel: 23063211

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

**FORM-1 TO ANNEXURE-V TO SECTION-II**

**Salient Points of Public Procurement (Preference to Make in India) Policy**  
**(On Company's letterhead)**

To,  
M/s. Talcher Fertilizers Limited, Talcher

SUB: ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT  
SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL

RFQ NO.: TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025

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



**CERTIFICATE BY STATUTORY AUDITOR/COST AUDITOR/ CHARTERED  
ACCOUNTANT OF BIDDER WHO CLASS-I /CLASS-II LOCAL SUPPLIER TOWARDS  
MANDATORY MINIMUM LOCAL CONTENT**

To,  
M/s. Talcher Fertilizers Limited, Talcher

SUB: ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT  
SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL

RFQ NO.: TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025

Dear Sir,

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

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

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

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

Name of Audit Firm / Chartered Accountant:

[Signature of Authorized Signatory]

Name:

Designation:

Seal:

Date:

Membership No.:

UDIN:

**Note:**

- This certificate it to be furnished by the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).

# **FORMS & FORMAT**

## **LIST OF FORMS & FORMAT**

<b>Form No.</b>	<b>Description</b>
F-1	BIDDER'S GENERAL INFORMATION
F-2	LETTER OF AUTHORITY
F-3 (A)	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-3 (B)	PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4	AGREED TERMS & CONDITIONS
F-5	E-BANKING MANDATE FORM
F-6	NO CLAIM CERTIFICATE
F-7	POWER OF ATTORNEY
F-8	FORMAT OF CONTRACT AGREEMENT
F-9	INTEGRITY PACT
F-10	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-11	PRESCRIBED PROFORMA FOR THIRD PARTY DEPOSIT CONFIRMATION LETTER
F-12	FALL CLAUSE CERTIFICATE

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

To,  
M/s. Talcher Fertilizers Limited, Talcher

RFQ NO: TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025

1	Bidder Name	
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/Private 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]	1. 2. 3.
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	Bidder's address where contract is to be placed *	City: District: State: PIN/ZIP:
6	Telephone Number & Contact Information of address where contract is to be placed	_____ (Country Code) (Area Code) (Telephone No.) Mobile No.: ..... e-mail ID: .....
7	PAN No.	
8	GST No.	
9	Whether Micro or Small Enterprise	Yes / No

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 to be rendered from multiple locations, bidder is required to provide in their bid, the address on which order is to be placed

Place:  
Date:

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

**F-2**  
**LETTER OF AUTHORITY**

[Pro forma for Letter of Authority for Attending 'Bid Opening'/'Negotiation' (If any)]

Ref:

Date:

To,

M/s. Talcher Fertilizers Limited, Talcher

SUB: ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT  
SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL

RFQ NO: TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025

**Dear Sir,**

I/We, \_\_\_\_\_ hereby authorize the following representative(s)  
for attending any 'Meetings', 'Bid Opening' and 'Negotiation' (If Required) against the above RFQ:

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Phone/Cell:

Fax:

E-mail: ..... @ .....

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Note:

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

**F-3 (A)**

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY  
/ SECURITY DEPOSIT"**

**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

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

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

**Dear Sir(s),**

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the “contractor/supplier/consultant” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of \_\_\_\_\_ vide Contract Order No. \_\_\_\_\_ dated \_\_\_\_\_ for Talcher Fertilizers Limited (TFL) having registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar – 751014 (herein after called the “TFL” which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the Supplier/Contractor/Consultant shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) as full Contract Performance Guarantee in the form therein mentioned. The form of payment of Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify Talcher Fertilizers Limited (TFL), in case of default.

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

1. We \_\_\_\_\_ and having net worth more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency, hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Talcher Fertilizers Limited (TFL) we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to TFL in such manner as TFL may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said \_\_\_\_\_ M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said Supplier/Contractor/Consultant but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by TFL in writing. However, if for any reason, the Supplier/Contractor/Consultant is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the Supplier/Contractor/Consultant fails to perform the supply/work fully, the bank hereby agrees to further extend this guarantee at the instance of the Supplier/Contractor/Consultant till such time as may be determined by TFL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (Supplier/Contractor/ Consultant ) on whose behalf this guarantee is issued.
6. Bank also agrees that TFL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the Supplier/Contractor/Consultant and notwithstanding any security or other guarantee that TFL may have in relation to the Supplier's/Contractor's/Consultant's liabilities.
7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by TFL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor/Consultant up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier/Contractor/Consultant to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. The Bank do the hereby declare that Shri /Ms. \_\_\_\_\_ who is the \_\_\_\_\_ (designation) of the Bank is authorized to sign this undertaking on behalf of the Bank and to bind the Bank thereby.
10. Notwithstanding anything contained herein:
  - a) The Bank's liability under this Guarantee shall not exceed (currency in figures) ..... (currency in words only ) .....
  - b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
  - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of ..... (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last

extension of this Guarantee. If a claim has been received by us within the said date, all the rights of TFL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Details of next Higher Authority of the Officials who have issued the Bank Guarantee:

Name .....

Designation .....

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly Authorized to sign on behalf of the Bank

**Confirmation Email Id:**

**IFSC Code of Issuing Bank:**

**INSTRUCTIONS FOR FURNISHING**  
**"CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "BANK**  
**GUARANTEE"**

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in cl.no. 38.2 of ITB [Section-III] of Tender Document.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Purchaser.
4. Supplier/Contractor/Consultant shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.
5. In case BG is issued directly by a bank outside India (if allowed), it should be executed on Letter Head of the Bank and should be advised and made payable through their Indian Branch/Corresponding Bank in India (Applicable for ICB tender).

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR**  
**ALONG WITH BANK GUARANTEE**

1	<b>BANK GUARANTEE NO</b>	:				
2	<b>VENDOR NAME</b>	:	<b>NAME</b>			
3	<b>BANK GUARANTEE AMOUNT</b>	:				
4	<b>CONTRACT ORDER NO.</b>	:				
5	<b>NATURE OF BANK GUARANTEE</b>	:				
	<b>(Please Tick (√) Whichever is Applicable</b>		<b>PERFORMANCE BANK GUARANTEE</b>	<b>SECURITY DEPOSIT</b>	<b>EMD</b>	<b>ADVANCE</b>
6	<b>BG ISSUED BANK DETAILS</b>	(A)	<b>EMAIL ID:</b>			
		(B)	<b>ADDRESS:</b>			
		(C)	<b>PHONE NO:</b>			

**F-3 (B)**  
**PROFORMA OF "INSURANCE SURETY BOND" FOR "CONTRACT PERFORMANCE**  
**SECURITY / SECURITY DEPOSIT"**  
**(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To, M/s.Talcher Fertilizers Limited, Administrative Building, Talcher, Post- Vikrampur, Dist.- Angul, Odisha- 759106	<b>Insurance Surety Bond No.</b>	
	<b>Date of Insurance Surety Bond</b>	
	<b>Insurance Surety Bond Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**Dear Sir(s),**

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (herein after called the “Contractor/Supplier” which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of \_\_\_\_\_ vide Contract Order No. \_\_\_\_\_ dated \_\_\_\_\_ for Talcher Fertilizers Limited (TFL) having registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar – 751014 (herein after called the “TFL” which expression shall wherever the context so require include its successors and assignees).

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

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

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee in form of Insurance Surety Bond to TFL that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to TALCHER FERTILIZERS LIMITED (TFL) we shall on first demand, pay without demur, contest, protest and/ or without any recourse to the contractor to TFL in such manner as TFL may direct, the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this Insurance Surety Bond, to postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said \_\_\_\_\_ M/s. \_\_\_\_\_ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s. \_\_\_\_\_ and such postponement forbearance would not have the effect of releasing the insurer from its obligation under this debt.
3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any



other authority/forum and any demand made by you to the Insurer shall be conclusive and binding. The Insurer shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the insurer.

4. The Insurance Surety Bond herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier/contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.
5. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency without your previous consent and further agrees that the Insurance Surety Bond shall continue to be enforceable until it is discharged by TFL in writing. However, if for any reason, the Contractor/Supplier is unable to complete the supply/work within the period stipulated in the order/contract and in case of extension of the date of delivery/completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply/work fully, the insurer hereby agrees to further extend this Insurance Surety Bond at the instance of the Contractor/Supplier till such time as may be determined by TFL. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instruction from M/s. \_\_\_\_\_ (contractor) on whose behalf this Insurance Surety Bond is issued.
6. Insurer also agrees that TFL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer (as principal debtor) in the first instant, without proceeding against the Contractor/Supplier and notwithstanding any security or other guarantee that TFL may have in relation to the Contractor/Supplier's liabilities.
7. The amount under the Insurance Surety Bond is payable forthwith without any delay by Insurer upon the written demand raised by TFL. Any dispute arising out of or in relation to the said Insurance Surety Bond shall be subject to the exclusive jurisdiction of courts at New Delhi.
8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor/Supplier up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor/Supplier to be in default under the order/contract and without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.
9. We have power to issue this Insurance Surety Bond in your favor under our Memorandum and Articles of Association, and the undersigned has full power to sign and execute documents under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Insurer.
11. Notwithstanding anything contained herein:
  - a) The Insurer's liability under this Insurance Surety Bond shall not exceed (currency in figures) ..... (currency in words only) .....
  - b) This Insurance Surety Bond shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
12. The Insurer shall be released and discharged from all liability under this Insurance Surety Bond unless a written claim or demand is issued to the Insurer on or before the midnight of ..... (indicate date of expiry of claim period which includes minimum three months from the expiry of this Insurance Surety Bond) and if extended, the date of expiry of the last extension of this Insurance Surety Bond. If a claim has been received by us within the

said date, all the rights of TFL under this Insurance Surety Bond shall be valid and shall not cease until we have satisfied that claim.

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

Name .....

Designation .....

Yours faithfully,

Insurer by its Constituted Attorney

Signature of a person duly Authorized to sign on behalf of the Insurer

**INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT" BY "INSURANCE SURETY BOND"**

- The Insurance Surety Bond shall be from Insurance Regulatory and Development Authority of India (IRDAI) registered general insurance companies as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
- The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
- The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
- The Insurance Surety Bond by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing Insurer.
- The Insurance Surety Bond by Bidders will be given from insurer as specified in cl.no. 13 of ITB [Section-III] of Tender Document.
- A letter from the issuing insurer of the requisite Insurance Surety Bond confirming that said Insurance Surety Bond and all future communication relating to the Insurance Surety Bond shall be forwarded to Purchaser.
- Supplier/Contractor shall submit attached cover letter (Annexure) while submitting Contract Performance Security / Security Deposit.

**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH INSURANCE SURETY BOND**

1	<b>INSURANCE SURETY BOND NO</b>	:				
2	<b>VENDOR NAME</b>	:	<b>NAME</b>			
3	<b>INSURANCE SURETY BOND AMOUNT</b>	:				
4	<b>CONTRACT ORDER/ LOA NO</b>	:				
5	<b>NATURE OF INSURANCE SURETY BOND</b>	:				
	<b>(Please Tick (√) Whichever is Applicable</b>		<b>PERFORMANCE INSURANCE SURETY BOND</b>	<b>SECURITY DEPOSIT</b>	<b>EMD</b>	<b>ADV ANC E</b>
6	<b>INSURER DETAILS</b>	<b>A</b>	<b>EMAIL ID:</b>			
		<b>B</b>	<b>ADDRESS:</b>			
		<b>C</b>	<b>PHONE NO:</b>			

**F-4**  
**AGREED TERMS & CONDITIONS**

To,

M/s. Talcher Fertilizers Limited, Talcher

SUB:ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT  
SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL

RFQ NO: TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address  (FOA/Order shall be released in this name)	Bidder's Name: Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder Confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the RFQ).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Schedule of Rates (SOR) / Price bid.	
4.1	Bidder confirms that they have mentioned Service Accounting Codes (SAC) in SOR / price bid as well as here in this format.	
4.2	Bidder Confirms that the quoted prices are in compliance with the Section 171 of CGST Act/ SGST Act as mentioned as clause no. 13.1.8 of ITB (Anti-profiteering clause)	
4.3	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	Yes/ No
5.	Bidder Confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms that Contract Performance Security will be furnished as per RFQ within 30 days from the date of issuance of FOA/DLOA (whichever is issued first).	
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalized Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.	
8.	Bidder Confirms compliance to Completion Schedule as specified in RFQ and the same shall be reckoned from the date of FOA/DLOA whichever is issued first.	
9.	a) Bidder Confirms acceptance of Price Reduction Schedule for delay in completion schedule specified in Bid document. b) In case of delay, the invoices/e-invoices shall be submitted after reducing the price reduction due to delay ((refer PRS Clause)).	

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.	
11.	Bidder Confirms that their offer is valid for period specified in BDS from the date of final submission of bid documents.	
12.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of TFL or (ii) the bidder is not a firm in which any Director (in Board of Director) of TFL or their relative is a partner	
13.	All correspondence must be in ENGLISH language only.	
14.	Bidder Confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
15.	Bidder Confirms that the contents of this RFQ have not been modified or altered by them. In case, it is found that the RFQ has been modified / altered by them, the bid submitted by them may not be accepted.	
16.	<u>No Deviation Confirmation:</u> Bidder noted that any 'deviation / exception' in any form may not be accepted. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
17.	If 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 Purchaser/owner 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."	
18.	Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid	
19.	Bidder understands that RFQ 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 RFQ, the quoted rates will deemed to be inclusive of cost incurred for such	

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the job in all respect within the scheduled time frame and quoted price.	
20.	<p>Bidder hereby confirms that they are not on 'Holiday' by TFL or Public Sector Project Management Consultant (like PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of TFL or the Ministry of Chemicals and Fertilizers.</p>	
21.	Bidders should ensure that RFQ is complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the RFQ. TFL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the RFQ.	
22.	Bidder confirms that they have read and understood the General Conditions of Contract [GCC] – Consultancy Services & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of the GCC.	
23.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of TFL [available on TFL's website (<a href="https://tflonline.co.in/index.html">https://tflonline.co.in/index.html</a>)] and shall not indulge themselves or allow others (working in TFL) to indulge in fraudulent activities and that they would immediately apprise TFL of the fraud/suspected fraud as soon as it comes to their notice.</p> <p>Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of TFL is liable to be treated as crime and dealt with by the procedures of TFL as applicable from time to time.</p>	
24.	<p>Bidders confirm to submit signed copy of Integrity Pact.</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>	
25.	Confirm that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	
26.	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 dealt as per clause no. 13 of Section-II.	

Place:  
Date:

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

**E-Banking Mandate Form**

(To be issued on vendors letter head)

1. Vendor Name:
2. Vendor Address:
3. Vendor e-mail id:
4. Particulars of bank account
  - a) Name of Bank
  - b) Name of branch
  - c) Branch code:
  - d) Address:
  - e) Telephone number:
  - f) Type of account (current/saving etc.)
  - g) Account Number:
  - h) RTGS IFSC code of the bank branch
  - i) NEFT IFSC code of the bank branch
  - j) 9-digit MICR code

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp

Date

(Signature of authorized officer of bank)

**NO CLAIM CERTIFICATE**  
**(TO BE SUBMITTED BEFORE RELEASE OF CPS/SECURITY DEPOSIT)**

*[On the Letter-head of Contractor]*

We, \_\_\_\_\_, a company incorporated under the laws of India/ a Consortium between \*\_\_\_\_ and \*\_\_\_\_ (*name of Consortium partners to be inserted*)/ a Partnership Firm consisting of \*\_\_\_\_ and \*\_\_\_\_ (*name of Partners to be inserted*)/ a Sole Proprietorship (as the case may be), having its registered office at \_\_\_\_\_ and carrying on business under the name and style M/s. \_\_\_\_\_ were awarded the contract by Talcher Fertilizers Limited (TFL) in reference to Tender No. \_\_\_\_\_ dated \_\_\_\_\_ (“Order/Contract”).

After completion of the above-said items/job under the Order/Contract, we have scrutinized all our claims, contentions, disputes, issues and we hereby confirm that after adjusting all payments received by us against our R.A. Bills and final bill, we have no claims, dues, issues and contentions from Talcher Fertilizers Limited (TFL).

We further absolve Talcher Fertilizers Limited (TFL) from all liabilities present or future arising directly or indirectly out of the Contract.

There is no economic duress or any other compulsion on us for submission of this no claim certificate.

Place:

Date:

[Signature of Authorized Signatory of Service Provider]

Name:

Designation:

Seal:

**F-7**

**POWER OF ATTORNEY (POA)**

**(To be submitted on the non-judicial stamp paper or company/firm letter head)**

RFQ No. TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025

Description of work/Services: ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL

Name of Bidder: \_\_\_\_\_

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

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

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

(\*)

1. In case of a Limited Company, if the POA is issued by other than CEO/C&MD/Company Secretary, then the POA must be accompanied by a “Board Resolution” of the bidder’s company authorizing the “Legal Person” to issue POA. Further, for a Limited Company, POA shall not be required if “Board Resolution” of the bidder’s company is submitted authorizing the concerned person to sign the bid.
2. For a Partnership Firm, the POA must be signed by all Partners and a copy of Partnership Deed of the Company must be enclosed with bid.
3. For a Proprietorship firm, if the bid is signed by any person other than the Proprietor, then legal person shall be the Proprietor of the firm.

**SIGNATURE OF THE LEGAL PERSON**

\_\_\_\_\_  
(Name of person with Company seal)

**SIGNATURE OF THE AUTHORIZED PERSON  
(FOR SIGNING THE BID)**

\_\_\_\_\_  
(Signature)

Name of person: \_\_\_\_\_

E-mail id: \_\_\_\_\_



**F-8**  
**PROFORMA FOR CONTRACT AGREEMENT**  
**(To be executed on non-judicial stamp paper of appropriate value)**

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

TFL's PAN No. AAFCT8667A

AGREEMENT for “\_\_\_\_\_” (hereinafter called the "Job") made on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between M/s \_\_\_\_\_, hereinafter called the “CONSULTANT” (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and the Talcher Fertilizers Limited hereinafter called “TFL” (which term shall unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

**WHEREAS**

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

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

**AND WHEREAS**

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

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

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

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

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

Signed and Delivered for and on  
on behalf of EMPLOYER

TALCHER FERTILIZERS LIMITED

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

Place: \_\_\_\_\_

Signed and Delivered for and  
on behalf of the CONSULTANT

NAME OF CONSULTANT

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

Place: \_\_\_\_\_

**IN PRESENCE OF TWO WITNESSES**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**F-9**  
**INTEGRITY PACT**

**INTEGRITY PACT**

**INTRODUCTION:**

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

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

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


## ANNEXURE-1

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

### I COMMITMENTS AND OBLIGATIONS OF THE "COUNTERPARTY"

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

### II VIOLATIONS & CONSEQUENCES:

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

*Definitive*

A circular stamp with the text "TALCHER FERTILIZERS LIMITED" around the top and "TALCHER" at the bottom, separated by two stars.

### INDEPENDENT EXTERNAL MONITORS (IEMS)

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

- i) Shri Sanjeev Prasad Narain Singh (Email ID: [spns108@gmail.com](mailto:spns108@gmail.com))
- ii) Shri Anil Kumar Sharma (Email ID: [aksharma1512@gmail.com](mailto:aksharma1512@gmail.com))

This panel is authorised to examine / consider all references made to it under this tender/ contract. "The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Shri Sanjeev Prasad Narain Singh (Email ID: [spns108@gmail.com](mailto:spns108@gmail.com)) & Shri Anil Kumar Sharma (Email ID: [aksharma1512@gmail.com](mailto:aksharma1512@gmail.com)) or with CC to them through their Nodal Officer - Sh. Vivek Mishra, CM (C&P) – Email: [vivekmishra@tflonline.co.in](mailto:vivekmishra@tflonline.co.in), Address: Talcher Fertilizers Limited, Administrative Building, Post – Vikrampur, Dist. Angul, Odisha - 759106. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and TFL authorities concerned for their disposal as per extant guidelines."


**INTEGRITY PACT**

(To be executed on plain paper)

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

**AND**

\_\_\_\_\_ (here-in-after referred to as "The Bidder/  
Contractor").

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

**PREAMBLE**

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

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

**Section 1 – Commitments of the Principal**

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



*Admission*

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

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

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



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

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

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

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

**Section 4 – Compensation for Damages**

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

**Section 5 – Previous transgression**

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





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

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

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

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

#### **Section 8 –Independent External Monitor / Monitors**

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


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

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

#### **Section 9 – Pact Duration**

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

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

#### **Section 10 – Miscellaneous provisions**



Page 8 of 9

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

*[Handwritten Signature]*



(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of Bidder/Contractor)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

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

*[Handwritten Signature: Geogam]*  
SURA DEOGAM, MGR. (C&P)  
TALCHER FERTILIZERS LIMITED (TFL)  
TALCHER, ANGUL, ODISHA

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

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

**F-10**

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

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

To,

M/s. Talcher Fertilizers Limited, Talcher

SUB: ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT  
SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL

DLOA NO:

**Dear Sir,**

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

(i) Applicable to us [       ]

(ii) Not Applicable to us [       ]

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

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

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

**PRESCRIBED PROFORMA FOR THIRD PARTY DEPOSIT CONFIRMATION LETTER**

Date: \_\_/\_\_/\_\_\_\_

To,

Talcher Fertilizers Limited (TFL),  
Administrative Building,  
Vikrampur, Talcher,  
Angul, Odisha - 759106

**Sub: Issuance of Cumulative FDR..... amounting to ₹.....valid till.....**

Dear Sir/ Madam

It is hereby certified that Cumulative Fixed Deposit Receipt (FDR) bearing number.....dated..... amounting to ₹..... (Amount in figure and words) has been issued by ..... (Name of the Bank) branch address..... The maturity value is ₹..... on dated.....

This FDR has been issued on the request of M/s.....(Name of the contractor) under the Contract Order No./PO no. / W.O. No/Tender no.. .....This FDR can be encashed/ redeemed without any consent/ letter from the contractor M/s.....(Name of the contractor) on the demand by M/s. Talcher Fertilizers Limited (TFL) and the payment will be made to M/s. Talcher Fertilizers Limited (TFL) excluding the interest earned thereon. The Contractor cannot encash/ premature above FDR unless above original FDR is accompanied by the discharge letter/NOC/approval of TFL.

If the FDR is not withdrawn, till date of maturity, it may be renewed or treated as instructed by the Contractor & TFL for renewal.

This FDR has been issued by authorized signatory of the Bank.

For or on behalf of ..... [Name of the Bank & Branch details (Including IFS Code)]

Signature.....

Name:.....

Designation:.....

Contact no. ....

Email Id. ....

Stamp of Bank.....

**Note:**

- (i) **This letter forms an integrated part of FDR**
- (ii) **In case confirmation is required, the communication can be send to the following:**

Details for confirmations (including Address, Email Id, IFS Code and contact no.)

**FALL CLAUSE CERTIFICATE**  
**(On Company's Letterhead)**

TO,

Talcher Fertilizers Limited,  
Administrative Building,  
Talcher, Post- Vikrampur,  
Dist.- Angul, Odisha- 759106

Dear Sir,

With      Reference      to      Detailed      Letter      of      Acceptance      (DLOA)      No.  
\_\_\_\_\_ dated \_\_\_\_\_

I/We Certify that there has been no reduction on prices charged or sale prices for the services of description identical to the services provided to the TFL under this contract herein and such services have not been offered by me/us or any of our agent/principal/dealer 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 this contract.

If at any time during the contract period, consultant or his agent/principal/dealer, as the case may be, reduces the sale price or offers to provide services of identical description to the services provided to the TFL under this contract 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 services provided after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced.

Authorized Signatory as per POA: \_\_\_\_\_

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

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

**GENERAL CONDITIONS OF CONTRACT – CONSULTANCY**

**ARTICLE 1: DEFINITIONS AND INTERPRETATIONS**

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

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

**TFL/OWNER** shall mean Talcher Fertilizers Limited

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

**CONSULTANT'S REPRESENTATIVE** means the person appointed from time to time by CONSULTANT for execution of the Contract.

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

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

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

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

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

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

**ARTICLE 2: PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT**

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

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

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

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

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

### **ARTICLE 3: TFL'S REPRESENTATIVE**

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

### **ARTICLE 4: CONSULTANT'S REPRESENTATIVE**

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

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

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

### **ARTICLE 5: PAYMENT TERMS**

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

- 5.2 Consultant will invoice TFL according to the terms and conditions provided in the tender.

- ~~5.3 Payment terms will be as follows:-~~

- ~~5.3.1 For all consultancy jobs for preparation of reports, payment terms will be as follows:-~~

~~———— 60 % on submission & acceptance of Draft report.~~

~~Where outsourcing will be required, payment will be released on the basis of Milestones achieved within 60% such as submission of report for market survey, etc. The payment for such milestones will be restricted to actual payment made to outsourced agency/ies subject to 40% within 60% limit.~~

~~———— 40% on submission & acceptance of final report.~~

~~Where EMP/EIA/RRR is involved, the 40% payment will be divided as follows:-~~

~~———— 20% on submission and acceptance of final DFR/Report~~

~~———— 20% on submission and acceptance of EMP/EIA/RRR~~

~~If acceptance is not conveyed within 30 days, it will be presumed to be accepted.~~

- ~~5.3.2 For Acquisition/ Due diligence consultancy cases; the payment terms will be as follows:-~~



Stages	Payment (%age of lumpsum price)
a) On submission and acceptance of draft report	40%
b) On submission and acceptance of Final report by TFL	20%
c) On formulation and submission of Bid	15%
d) On negotiations, deal finalization and deal execution	25%

~~If acceptance is not conveyed within 30 days, it will be presumed to be accepted.~~

TFL reserves the right to enter into the next Stage or terminate the contract at the completion of the previous Stage as indicated above and submission of all the deliverables pertaining to the Stage completed. In such case the payment to the Consultant shall be restricted to payments payable for the Stage completed as indicated above.

**5.3.3 ~~FOR PMC JOBS/ PROJECT QUALITY CONSULTANTS~~**, payment terms shall be as follows:

On completion of Milestones against each activity	95%
of Project as identified in the scope of work	
progressively based on Fortnightly invoices	
After close out of Project on completion	5%
of job in all respects	

**5.3.4 For Back-up Consultants for Project Monitoring and for Third Party Inspection Services, payment will be based on Manday Rate (per diem)**

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

- TFL shall pay the undisputed amount of the invoice(s) according to Article - 5.3 hereof.
- The disputed amount, if any, shall be paid after mutual settlement between TFL and Consultant.
- Total or partial rejection of the invoice(s) shall not release Consultant from any of its obligations under the Contract.

## **ARTICLE 6: PERFORMANCE GUARANTEE**

6.1 Consultant shall submit to TFL an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 Crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The value of Contract Performance Guarantee shall be 5% of contract value for the due performance of the Contract. The Contract Performance Guarantee shall be valid for a period of three months beyond the guarantee/warranty period of the contract. The format of performance guarantee is annexed hereto (Annexure- C). All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

6.2 In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

## **ARTICLE 7: CONFIDENTIALITY**

- 7.1 Consultant/TFL shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by TFL/Consultant without the prior written consent of the latter.
- 7.2 Consultant further undertakes to limit the access to confidential information to those of its employees, Implementation Partners who reasonably require the same for the proper performance of the Contract provided however that Consultant shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.

## **ARTICLE 8: TAXES AND DUTIES**

- 8.1 Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties.
- 8.2 Statutory variation in taxes (CST, LST, WCT, withholding tax, service tax etc.) and duties, if any, within the contractual completion period shall be borne by TFL. No variation in taxes duties or levies other than statutory taxes & duties shall be payable.
- 8.3 Consultant will not claim from TFL any taxes paid by him.
- 8.4 TFL shall deduct Income tax at source at applicable rates.

## **ARTICLE 9: RESOLUTION OF DISPUTES / ARBITRATION**

- 9.1 TFL and Consultant shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 9.2 All disputes, controversies, or claims between the parties (except in matters where the decision of the Executive/Engineer -in-Charge is deemed to be final and binding) which cannot be mutually resolved within a reasonable time shall be referred to Arbitration by sole arbitrator.

TFL shall suggest a panel of three independent and distinguished persons to the other party (Consultant) to select any one among them to act as the sole Arbitrator.

In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication suggesting the panel of arbitrators, the right of selection of sole Arbitrator by the other party shall stand forfeited and TFL shall have discretion to proceed with the appointment of the sole Arbitrator. The decision of the TFL on the appointment of Sole Arbitrator shall be final and binding on the parties.

The award of the Sole Arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the Sole Arbitrator, the cost of arbitration proceedings shall be shared equally by the PARTIES. The arbitration proceeding shall be in English language and the venue shall be at New Delhi, India.

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

- 9.3 Consultant may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and

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

#### **ARTICLE 10: LEGAL CONSTRUCTION**

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

#### **ARTICLE 11: SUSPENSION OF THE PERFORMANCE OF DUTIES AND SERVICES**

11.1 TFL may suspend in whole or in part – the performance of services of Consultants any time upon giving not less than fifteen (15) days' notice.

11.2 Upon notice of suspension, Consultant shall suspend immediately the services and reduce expenditure to a minimum to be agreed upon by both the parties.

11.3 Upon suspension of the performance of services, Consultant shall be entitled to reimbursement of the costs which shall have been actually incurred prior to the date of such suspension. However, the total reimbursement shall be restricted to contract price.

11.4 By fifteen days prior notice, TFL may request Consultant to resume the performance of the services, without any additional cost to TFL.

11.5 In case of suspension of work by consultant on TFL's request for more than 10 days, demobilization and remobilization charges will be paid to consultant as per Schedule of Rates.

11.6 If the suspension of the duties and services exceeds six months, either party shall be entitled to terminate contract according to Article 16 hereunder.

#### **ARTICLE 12: PRICE REDUCTION SCHEDULE (PRS)**

12.1 In case Consultant fails to complete the services within stipulated period then unless such failure is due to force majeure as defined in Article 19 hereinafter or due to TFL's default, there will be a reduction in contract price @ 1/2% for each week of delay or part thereof subject to maximum of 5 % of contract price.

12.2 TFL may without prejudice to any methods of recovery, deduct the amount of such PRS from any money due or which may at any time become due to Consultant from its obligations and liabilities under the contract or by recovery against the Performance Bank Guarantee. Both Consultant and TFL agree that the above percentage of price reduction are genuine pre-estimates of the loss/damage which TFL would have suffered on account of delay/ breach on the part of Consultant and the said amount will be payable on demand without there being any proof of the actual loss/or damage caused by such breach/delay. A decision of TFL in the matter of applicability of price reduction shall be final and binding.

#### **ARTICLE 13: ASSIGNMENT**

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

#### **ARTICLE 14: INDUSTRIAL AND INTELLECTUAL PROPERTY**

14.1 In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents,

models, trademarks, names or other protected rights and shall keep TFL harmless and indemnify TFL from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.

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

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

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

#### **ARTICLE 15: LIABILITIES**

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

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

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

#### **ARTICLE 16: TERMINATION OF CONTRACT**

##### **16.1 Termination for Default**

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

##### **16.2 Termination for Insolvency**

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

##### **16.3 Termination for convenience**

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

#### **ARTICLE 17: MODIFICATION**

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

#### **ARTICLE 18: CONTRACT / AGREEMENT**

The notification of award along with agreement on non-judicial stamp paper of appropriate value as per proforma annexed within 10 days from the date of receipt of FOA (Fax of Acceptance) / DLOA (Detailed Letter of Acceptance), the cost of stamp paper is to be borne by Consultant, and its enclosures shall constitute the contract between the parties and supersedes all other prior agreements,

arrangements and communications, whether oral or written, between the parties relating to the subject matter hereof.

#### **ARTICLE 19: FORCE MAJEURE**

Shall mean and be limited to the following:

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

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

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

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

#### **ARTICLE 20: RECTIFICATION PERIOD**

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

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

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

#### **ARTICLE 21: SUB CONTRACT**

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

**ARTICLE 22: NOTICES**

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

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

**ARTICLE 23: ACQUISITION OF DATA**

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

**SPECIAL CONDITIONS OF CONTRACT (SCC)****1.0 GENERAL**

- a) Special Condition of Contract shall be read in Conjunction with the General Conditions of Contract, specification of work, Drawing and any other documents forming part of this contract wherever the context so requires.
- b) Where any portion of the General Condition of Contract is repugnant, to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to over- ride the provisions of the General Condition of Contract and shall to the extent of such repugnancy, or variations, prevail.
- c) Wherever it is mentioned in the specifications that the Consultant shall perform certain work or provide certain facilities, it is understood that the Consultant shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- d) In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence.
  - I. Detailed Letter of Acceptance (DLOA) along with Statement of Agreed Variations
  - II. Schedule of Rates (SOR) as of Detailed Letter of Acceptance (DLOA)
  - III. Special Conditions of Contract (SCC)
  - IV. Instructions to Consultants/Consultants
  - V. General Conditions of Contract (GCC)

**2.0 PAYMENT TERMS**

The payment shall be made to Consultant as per following milestone:

**a. Fee for Financial Appraisal Report (FAR)**

TFL shall pay for the preparation of Financial Appraisal Report as per following Milestones:

- Milestone I - 70% of Schedule of Rates (SOR) at S.no.1 shall be payable on submission of the draft Financial Appraisal Report to the Client after approval of TFL Board.
- Milestone II - 30% of Schedule of Rates (SOR) at S.no.1 shall be payable on submission of the final Financial Appraisal Report to the Client.

**b. Fee for Financial Information Memorandum (FIM)**

TFL shall pay fee for the preparation of the Financial Information Memorandum as per following Milestones:

- Milestone I - 70% of the Schedule of Rates (SOR) at S.no.2 shall be payable on submission of the draft Financial Information Memorandum to the Client.
- Milestone II - 30% of the Schedule of Rates (SOR) at S.no.2 on the submission of Final Financial Information Memorandum to the client.

**c. RTL Syndication & Documentation**

TFL shall pay the Debt Syndication Fee as per Schedule of Rates (SOR) at Sr. No. 3 of the aggregate Rupee Term Loan syndicated by the Financial Advisor. The fees under this clause would be payable as per the following milestones:

- Milestone I - 25% of the Debt Fee on the receipt of In-principle Sanctions from the Lenders.
- Milestone II - 50% of the Debt Fee on the receipt of Final Sanctions from the Lenders and the acceptance of the same by TFL.
- Milestone III - 25% of the Debt Fee on signing of the Loan Documents and first disbursement of loan.

**Note:**

Financial Advisor is to quote the Debt Fee under Schedule of Rates (SOR) Sr. No. 3 in percentage. No changes in debt fee percentage shall be entertained during contract validity.

**d. Out-of-pocket expenses (OPE)**

TFL shall reimburse all out-of-pocket expenses of the Financial Advisor actually incurred, Including, inter-alia, legal expense, travel, lodging, boarding, telephone, facsimile and photocopying expenses, monthly in arrears, and the claim submitted & certified by the Financial Advisor and further certified by Engineer In-charge (EIC). However, the out of pocket expenses will be capped as per Schedule of Rates (SCR) Sr No.5.

The payment as per above milestones shall be made within 21 days of receipt of GST compliant invoices by TFL duly certified by Engineer In-charge (EIC). The payment shall be released through cheque or electronic means. Consultant shall provide TFL with its bank account details to facilitate the same.

Payments w.r.t. out of pocket expenses shall be made on monthly basis within 21 days of receipt of documentary evidence of such expense.

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

**PAYING AUTHORITY**

Director (Finance)  
Talcher Fertilizers Limited  
Administrative Building, Vikrampur, Talcher

**3.0 COMPLETION SCHEDULE**

The service will commence from the date of issuance of Fax of Acceptance (FOA) or Detailed Letter of Acceptance (DLOA) whichever is issued first. Details of time schedule with breakup of activities are given as under:

Activities	Time Schedule
Submission of Draft Financial Appraisal Report	3 working days from the commencement of service.
Submission of Final Financial Appraisal Report	3 working days from the receipt of comments on the draft FAR
Submission of Final Financial Information Memorandum and Final Indicative Debt Term	3 working days from the receipt of TFL comments on Draft FIM & Indicative Debt



Sheet incorporating TFL comments	Term Sheet
Approval of Final Financial Information Memorandum and Final Indicative Debt Term Sheet by TFL	9 working days from the receipt of Final FIM & Indicative Debt Term Sheet
In-principle Sanctions from the Lenders	6 working days from approval of Final FIM & Indicative Debt Term Sheet
Final Sanctions from the Lenders and the acceptance of the same by TFL	6 working days from the receipt of In-principle Sanctions from the Lenders
Signing of the Loan Documents and first disbursement of loan.	60 working days from the receipt of Final Sanctions from the Lenders and acceptance of the same by TFL

**The timeline for above deliverables excludes time taken at TFL end including JV promoters/banks during the execution of the above activities. However, the total contract period shall be for six (06) months from the date of issuance of FAX of Acceptance (FOA) or Detailed Letter of Acceptance (DLOA) whichever is issued first with the provision of extension for another six (06) months at sole discretion of TFL, if required.**

#### **4.0 CONFIDENTIALITY**

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

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

#### **5.0 TFL'S OBLIGATION**

- 5.1 TFL will nominate a coordinator (Engineer-in-charge) from their end who shall be single point contact for all communication/correspondence with consultant pertaining to the assignment.
- 5.2 TFL will provide necessary documents/information to Consultant in connection with execution of the assignment.

#### **6.0 PRICE REDUCTION SCHEDULE**

Article 12.1 of General Conditions of Contract (GCC) is replaced by following clause:

Price Reduction Schedule (PRS) shall be applicable on the actual cumulative delay for the entire scope of work/service i.e. actual number of days for each activity (excluding the time taken at TFL end including JV promoters/banks during the execution of the above activities, as mentioned at point no. 4) minus scheduled number of days for each activity @ a/2% for each week of delay or part thereof subject to maximum of 5% of contract price.

#### **7.0 DEFECT LIABILITY PERIOD**

Not Applicable

#### **8.0 CONTRACT PERFORMANCE SECURITY**

Contract Performance Security or SD @5% of Total Order / Contract value (Exclusive of GST) OR Initial security deposit (ISD) @ 2.5% of Total Order / Contract value and deduction @2.5% of the RA bill subsequently from RA bills till the total amount of security deposit (including ISD and deducted amount) reaches 5% of Total Order / Contract value.

**SCOPE OF SERVICES****1.0 Financial Appraisal**

The Financial Advisor would conduct financial assessment of the Project, based on DFR, encompassing the following activities and prepare a Financial Appraisal Report based on the SCOD and Project Implementation schedule, Capital Expenditure, Operating expenses and macroeconomic factors etc.:

**a) Review of Project Progress and Project Implementation schedule**

The Financial Advisor shall review the Physical and Financial Project Progress and Project implementation schedule as provided by the Company/Technical Consultant. The Financial Advisor will also review the status of the Approvals and Clearances required for implementation and operation of the Project.

**b) Assisting in Estimation of “As-Built” Project Cost**

Based on the Project implementation schedule and Hard Cost estimates as per the information provided by the Company and/or its technical consultant, the Financial Advisor would assist the Company to arrive at the “As-Built” Project Cost estimate for lenders incorporating inter-alia Interest During Construction (IDC), Margin money for Working Capital etc.

**c) Development of Financing Plan**

The Financial Advisor will evaluate various funding options, including optimal funding mix of Debt and Equity, considering cost competitiveness and Bankability. Accordingly, the Financial Advisor will develop a financing plan for estimated “As-Built” Project Cost.

**d) Development of Financial Model**

The Financial Advisor will integrate all parameters relating to the Project and prepare detailed computer-generated financial model for assessment of the Projected Cash Flow and Financial Viability Parameters. The financial model will contain projected balance sheets, income statements, sources and uses of funds, debt service schedules, depreciation schedules, key ratios, and tax computations applicable to the Project.

**e) Sensitivity Analysis**

A sensitivity analysis will be performed in the Financial Model to assess the sensitivity of the base case projection to key macroeconomic parameters, Project Cost, Project utilization, operating variables and assumptions of Project Debt.

**f) Risk Analysis and Mitigation Strategies**

The Financial Advisor will identify the major areas of risk in the Project. The Financial Advisor will identify an appropriate risk matrix for the Project incorporating allocation of risks to the Project participants and suggesting the risk mitigation mechanism.

**g) Preparation of Financial Appraisal Report**

The above activities would culminate in the preparation of Financial Appraisal Report (“FAR”), comprising of financing plan and recommendations on financial viability of the Project.

**2.0 Debt Syndication services for tie-up of long-term Rupee Term loan (RTL) Facility of ~Rs.12,000 crore Considering the current dynamic situation of TFL the loan amount may vary (+/-) 10%**

**a) Preparation of Financial Information Memorandum**

The Financial Advisor will, in consultation with the Client, prepare the Information Memorandum (FIM) based on the approved Financial Appraisal report submitted by us for submission to Lenders. FIM will contain information on the Company, the Project, Project progress and status of regulatory and other approvals for the Project, Project Implementation plan, Project Cost estimate, Means of Finance, projection of detailed cash flow, profitability of operations, Sensitivity Analysis, Risk Analysis and Mitigation mechanism.

**b) Funding Strategy and Debt tie up Process**

The Financial Advisor would prepare comprehensive debt financing plan for the Project and strategy for achieving debt closure including bilateral negotiation of Pricing with Key lenders identified or through Book-building process for the debt tie up as advised by the Company.

**c) Preparation of Term Sheet**

The Financial Advisor will prepare a detailed Term Sheet document for the proposed RTL Facility. The Term Sheet shall include the key terms and conditions for the RTL Facility, such as pricing, security, key covenants (based on the Financial Model), Sponsors undertaking, major representations and warranties of Borrower, mandatory conditions of the lenders etc.

**d) Identification of Prospective Lenders and circulation of FIM incl. Term sheet**

In Conjunction with the client and Sponsors, and based on negotiations with major lenders, the Financial Advisor would assist the client in identifying lenders list for tie-up of RTL Facility for the Project. The FIM would be circulated to the lenders so identified.

**e) Assistance in Negotiations and Due Diligence of Banks**

The Financial Advisor will work with the company in furnishing the lenders' due diligence requirements, making presentations to the Lenders, and resolving their queries with respect to the Credit Proposals etc. for the RTL Facility.

**f) Obtaining Final Sanctions**

The Financial Advisor will assist the Company in obtaining final sanctions from the Lenders for the RTL Facility in consultation with the Company.

**g) Assistance in Execution of Facility Agreements**

The Financial Advisor would assist the Company from the Commercial perspective, in the discussions with the Lenders and the Lenders' Legal Counsel and assist the Client in finalizing the terms of the RTL Facility Agreement, Undertakings and covenants of the Borrower drafted by the Lender's Legal Counsel.

**h) Assistance in Co -ordination with Consortium lenders**

Financial advisor will assist TFL in coordinating with consortium lenders for disbursement of loan and other activities till commissioning.

*Note:*

- 1. The duties and responsibilities of the Financial Advisor shall be limited to those expressly set out in this Letter. For avoidance of any doubt, it is clarified that scope of Assignment shall not include giving advice on any aspects relating to regulatory requirements in or outside India. Further, for avoidance of doubt, the scope of the Financial Advisor shall not involve any due diligence relating to technical, accounting, marketing, tax or legal matters or performing any tests, validation or analysis for the purpose of expressing an opinion on the fairness and/or accuracy of any financial or technical information provided by the Client during the course of Assignment.*

2. *This Agreement shall not constitute or give rise to any obligation on the part of SBI Capital Markets Limited or State Bank of India to provide or underwrite any finance or constitute commitment, underwriting, representation, warranty or agreement that any advance, loans, or finance in any form will be arranged by the Financial Advisor or made available to the Client.*
3. *The Financial Advisor shall act as an independent contractor, and any duty arising out of the engagement under this Agreement shall be owed to the Client. Any obligation of the Financial Advisor shall be several (and not joint or joint and several).*
4. *For technical, tax, marketing, legal and other specialized technical requirements, the services of an external tax/marketing/technical/legal consultant may be sought by the Client. While the terms and conditions would be settled directly between the Client and the external consultant for tax and legal services, the Financial Advisor may consider assisting the Client in outlining the “Scope of Services” for tax/marketing/legal/technical services and negotiating the terms and conditions. The expenses incurred for other consultancies will be borne and paid directly by the actions/inactions of the external consultant appointed by the Client.*
5. *The Financial Advisor may, at its sole discretion, omit one or more of the above steps, if not felt essential, to execute the Assignment effectively.*

### **3.0 Deliverables and Time Frame**

Please refer Clause No. 3.0 of Special Conditions of Contract (Section-IV) of RFQ.

### **4.0 Documentation/ Reports**

The consultant will submit six (06) Copies of Draft financial information memorandums for comments. Subsequently six (06) Copies of the financial information memorandum incorporating TFLs comments shall be submitted. Consultant shall also furnish soft copy of the draft and final FIM along with the dynamic financial model (in MS Excel) and all backup information on CD/DVD, USB drive (03 copies).

### SCHEDULE OF RATES (SOR)

**SERVICE DESCRIPTION: ENGAGEMENT OF FINANCIAL ADVISOR FOR FINANCIAL APPRAISAL & DEBT SYNDICATION FOR TIE-UP OF LONG-TERM RUPEE TERM LOAN FOR TFL**

**RFQ NO. & DATE: TFL/TALCHER/PROJ/C&P/SBICAPS/2025/BSP DATED 17.07.2025)**

Sl. No.	Service Description	Unit of Measurement (UoM)	<u>Unit Rate including all taxes &amp; duties except GST (in INR)</u> Unit Rate (in ₹)			Total Amount including all taxes & duties in ₹ (Exclusive of GST)	Applicable GST		Total amount in ₹ (Inclusive of GST)
							Rate of GST in (%)	Amount of GST in ₹	
			In %	In Figures	In Words				
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	(11) = (8)+(10)
1.	Preparation of Financial Appraisal Report	Lump Sum	-----						
2.	Preparation of Financial Information Memorandum	Lump Sum	-----						
3.	Debt Syndication Charges & Documentation								
	Long Term Rupee Term Loan *	Lump Sum	%						
4.	Out of Pocket Expenses if any	Lump Sum	-----						
<b>Total Amount in Figures-</b>									
<b>Total Amount in Words: -</b>									
<b>Note –</b> 1) The Final Debt syndication amount shall be as per DFR & FAR 2) The Debt Syndication charge may be quoted as (%) of the total debt arranged by the Financial Advisor at Sl. No. 3. The debt fee quoted in percentage will remain fixed during the contract. 3) Rates Quoted above shall remain firm during the contract duration and no escalation on whatsoever account shall be entertained. 4) The Contractor Confirms that it has included all taxes, duties, levies etc., as applicable at prevailing rates, in the schedule of rates. In case, Contractor has not included any taxes, duties levies etc., TFL shall not be liable for payment of such liabilities and/or TFL shall not reimburse such taxes, duties, levies etc. to CONTRACTOR. 5) Out of pocket expenses shall be reimbursed at actuals subject to capped amount and submission of documentary evidence. The capped amount may be quoted at Sl.no.4									

Date: \_\_\_\_\_ Name & Designation of authorized signatory  
 Place: \_\_\_\_\_ Signature & Stamp of Consultant