



TALCHER FERTILIZERS LIMITED

**TENDER NO. TFL/PROJ/C&P/CANTEEN/2023/AP
DATED 21.12.2023**

**TENDER DOCUMENT FOR HIRING OF SERVICES FOR
CANTEEN, CATERING & PANTRY SERVICES FOR TFL
SITE, TALCHER, ODISHA FOR A PERIOD OF TWO
YEARS**

OPEN DOMESTIC TENDER

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

ATTENTION

THIS IS AN ELECTRONIC TENDER

For Participation in this tender please visit <https://gem.gov.in/>

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SECTION-I

INVITATION FOR BID (IFB)

SECTION-I
"INVITATION FOR BID (IFB)"

Ref No: TFL/PROJ/C&P/CANTEEN/2023/AP

Date: 21.12.2023

To,

PROSPECTIVE BIDDERS

SUB: TENDER DOCUMENT FOR "HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS".

Dear Sir/Madam,

1.0 **Talcher Fertilizers Limited (TFL)**, a Joint Venture of GAIL (India) Ltd., Coal India Ltd., RCF and FCIL, having its registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khordha, Bhubaneswar – 751014, Odisha, (CIN – U24120OR2015PLC019575) invites bids from eligible bidders for the subject job, in complete accordance with the following details and enclosed Tender Documents.

2.0 The brief details of the tender are as under:

(A)	NAME OF JOB / BRIEF SCOPE OF WORK / SERVICE	HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS".	
(B)	TENDER NO. & DATE	TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023	
(C)	TYPE OF BIDDING SYSTEM	SINGLE BID SYSTEM	x
		TWO BID SYSTEM	✓
(D)	TYPE OF TENDER	GEM	✓
		MANUAL	x
(E)	COMPLETION / CONTRACT PERIOD	Shall be as per Clause No.4 of Special Conditions of Contract (Section-V) of Tender Document	
(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	✓
		NOT APPLICABLE	x
		Amount: INR 4,02,000/- (Refer Clause No. 16 of ITB)	

(F.1)	DECLARATION FOR BID SECURITY	Bidders who are allowed for exemption as per Clause No. 16.8 (MSEs, Start-Ups and CPSEs) are required to submit Declaration for Bid Security in bid as per proforma at Form F-2A
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	From 21.12.2023 (17:00 hrs., IST) to 11.01.2024 (15:00 hrs., IST) on following websites: (i) GEM Portal – https://gem.gov.in/ (ii) TFL Website – http://tflonline.co.in
(H)	DATE & TIME OF PRE-BID MEETING	Through Google Meet Thursday, 28 Dec - 15:00 Hrs – 17:00 Hrs Google Meet joining info Video call link: https://meet.google.com/hty-ofxy-apr
(I)	DUE DATE & TIME OF BID-SUBMISSION	Date : 11.01.2024 Time : 15:00 hrs.
(J)	DATE AND TIME OF UN-PRICED BID OPENING	Date : 11.01.2024 Time : 15:30 hrs.
(K)	CONTACT DETAILS OF TENDER DEALING OFFICER	Name : Mr. Amlan Kumar Pani Designation: Manager (Chem) Mobile No.: 7303057161 e-mail : akpani@tflonline.co.in

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Instructions to Bidders). The IFB is an integral and inseparable part of the Tender document.
- 4.0 *Bid must be submitted only on GEM Portal (<https://gem.gov.in/>). Further, the following documents in addition to uploading the bid on GEM Portal shall also be submitted in Original (in physical form) within 7 (seven) days from the bid due date to the address mentioned in Bidding Data Sheet (BDS) [Annexure-II to Section-III], provided the scanned copies of the same have been uploaded in GEM by the bidder along with e-bid within the due date and time:-*
- i) EMD / Declaration for Bid Security**
 - ii) Power of Attorney**
 - iii) Integrity Pact**
 - iv) Line of Credit (if applicable)**
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from GeM portal and submit their Bid complete in all respect as per

terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.

- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III).

The Tender Document calls for offers on single point "Sole Bidder" responsibility basis (except where Consortium bid is allowed pursuant to clause no. 3.0 of ITB) and in total compliance of Scope of Works as specified in Tender Document.

- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the GeM portal only. Bidders are requested to visit the GeM portal regularly to keep themselves updated.
- 9.0 All bidders including those who are not willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from the date of receipt of tender information.
- 10.0 Bidders are required to update their GST registration details on GEM Portal to enable evaluation of bids after considering ITC of GST, wherever applicable. However, evaluation bids will be based on the confirmations & documents submitted by the bidder in their bid irrespective of the status/evaluation on GEM Portal. TFL's decision in this regard shall be final.

11.0 **Procurement through GeM in future by TFL**

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

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

- 12.0 TALCHER FERTILIZERS LIMITED reserves the right to reject any or all the bids received at its discretion without assigning any reason whatsoever.

This is not an Order.

For & on behalf of
Talcher Fertilizers Limited



(Authorized Signatory)

Name : Amlan Kumar Pani
Designation : Manager (Chem)
E-mail ID : akpani@tflonline.co.in
Contact No. : 7303057161

DO NOT OPEN - THIS IS A QUOTATION

Tender Document No. : TFL/PROJ/C&P/CANTEEN/2023/AP DATED 20.12.2023

GeM Bid No. : _____

Description : "HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS".

Due Date : 11.01.2024.

From:	To: Sh. Amlan Kumar Pani Manager (Chem) Talcher Fertilizers Limited, Room No-217, First Floor, New Administrative Building, Talcher, Post-Vikrampur, Dist-Angul, Odisha- 759106
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(To be pasted on the envelope containing Physical Document i.e. Power of Attorney, Integrity Pact & Declaration for Bid Security / EMD)



SECTION-II
BID EVALUATION
CRITERIA (BEC) &
EVALUATION
METHODOLOGY

SECTION-II

BID EVALUATION CRITERIA (BEC) & EVALUATION METHODOLOGY

1.0 Bid Evaluation Criteria (BEC):

1.1 Technical Bid Evaluation Criteria (BEC):

Bidder shall have experience of having successfully completed at least one orders / contracts each of value not less than INR 94.56 Lakhs (including taxes) for “Similar job” in previous seven (7) years prior to the scheduled last date of bid submission.

OR

Bidder shall have experience of having successfully completed at least two orders / contracts each of value not less than INR 59.10 Lakhs (including taxes) for “Similar job” in previous seven (7) years prior to the scheduled last date of bid submission.

OR

Bidder shall have experience of having successfully completed at least three order/ contract of value not less than INR 47.28 Lakhs (including taxes) for “Similar job” in previous seven (7) years prior to the scheduled last date of bid submission.

“Similar Job” shall mean the following –

Bidder shall have experience of having executed job of “Canteen, Catering and Pantry services” in Office/Guest house/Training institute of any Govt./Semi Govt./PSU/ Limited company.

Note for 1.1:

- a. Job executed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of this Tender Document. However, jobs executed for Subsidiary/Fellow subsidiary / Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice (s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job executed for Subsidiary/Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- b. In case of running contracts, if the contract value executed till one day prior to the due date of submission is equal to or more than minimum prescribed value as mentioned in Technical BEC, such experience will also be taken into consideration provided that the bidder has submitted satisfactory work / execution certificate to this effect issued by end user / owner/ or their consultant who has been authorized by them to issue such certificates.
- c. Only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.
- d. Experience of bidder acquired as a subcontractor can be accepted against submission of certificate from end user by such bidder along with other specified documents as per BEC.
- e. Relaxation of Prior turnover and prior experience for Startups (as defined in

1.2 Financial Bid Evaluation Criteria (BEC):

- (i) The minimum Average Annual Financial Turnover during preceding 3 financial years shall be Rs. 59.10 Lakh.
- (ii) Net Worth of the Bidder should be positive as per the last audited financial statement.
- (iii) The Bidder should have minimum Working Capital of Rs. Rs. 11.82 Lakhs as per the last audited financial statement.

Note for 1.2:

- a. Average Annual Turnover: Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered. In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.
- b. Net Worth/Working Capital: Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th Sept. of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered. Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Net worth/ Working Capital.
- c. If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in original in physical form within 7 days from the date of un-priced bid opening) from their bank having net worth not less than Rs.100 crores, confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per format at F-9 of tender document (in original) & issuing date by bank must be on or before bid submission date. The bank shall be required to issue the letter for declaration/ certificate of line of credit on their letter head along with the contact details of the issuing authority like email id, contact number etc.

The original document for 'Line of Credit' should be submitted along with other physical documents required as per tender conditions, or in response to commercial query failing which bid shall be rejected.

- d. Any shortfall information / documents on the Audited Annual Report / Financial Statement of the Bidder and/or line of credit for working capital issued on or before the final bid due date can only be sought against Commercial queries (CQs). Any information/ documents issued post final bid due date shall not be considered for evaluation.

3.0 Only documents (Purchase Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids. After submission of bid, only related shortfall documents will be asked for in TQ/CQ and considered for evaluation. For example, if the bidder has submitted a contract without its completion/ performance certificate, the certificate will be asked for and considered. However, no new reference/ PO/WO/LOA is to be submitted by bidder in response to TQ/CQ so as to qualify and such documents will not be considered by TFL for evaluation of Bid.

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

4.0 RELAXATION OF PRIOR TURNOVER AND PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY), AS AMENDMED TIME TO TIME

Prior turnover and prior experience as mentioned above in technical criteria of BEC shall not be required for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document.

For availing the relaxation, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce & Industry and relaxation is to be given to the specific goods / jobs domain wherein they are registered for.

Wherever the “Certificate of Recognition” is stipulating the domain of startup, the domain of startup is to be considered based “Certificate of Recognition” issued by Department of Promotion of Industry and Internal Trade (DPIIT). Startups having the “Certificate of Recognition” which do not mention Domain, in such case startups are also required to submit the documents for the same including the application submitted to DPIIT.

New startup “Certificate of Recognition” is stipulating “Industry” and “Sector” as domain of startup. Accordingly, “Industry” and “Sector” as domain of startups mentioned in certificate/ application (in case of old certificate which do not indicate domain) will be considered.

The above documents should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder’s company/firm) and notary public with legible stamp.

Domain (i.e., Industry & Sector) of Startups for the instant tender shall be under,

Domain	
Industry	Sector
Food & Beverages	Food Processing / Others

5.0 DOCUMENTS TO BE SUBMITTED FOR COMPLIANCE TO BEC

5.1 Technical BEC

- a) Copy of complete work order along with its Schedule of Rates (SOR) & Scope of Work issued by the End user/Owner/Authorized Consultant of End User or Owner.
- b) Completion Certificate issued by the End user/Owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work/supply in all aspect. The completion Certificate must contain the reference number of work order, actual date of completion of work, executed/completion value etc.
- c) In case bidder is submitting work order related to composite nature job to meet BEC, the submitted work order & its execution proof must have the minimum completed / executed value as indicated above for providing subject service.
- d) All documents submitted pertaining to Technical BEC must be duly certified/attested by Chartered Engineer and Notary Public with Legible Stamp.

5.2 Financial BEC

- a) Duly Certified Financial Capability (as per Format F-10 of tender document) by Chartered Accountant with UDIN.
- b) Audited Balance Sheets and Profit & Loss Account statement (duly signed by Chartered Accountant (of audit firm with membership number, firm registration number) with UDIN for preceding three financial years to be submitted duly certified/attested by notary public with legible stamp.
- c) The original document for 'Line of Credit', if applicable should be submitted along with other physical documents required as per tender conditions, or in response to commercial query failing which bid shall be rejected.

6.0 AUTHENTICATION OF DOCUMENTS SUBMITTED AGAINST BEC:

6.1 Technical Criteria of BEC:

All documents in support of Technical Criteria of BEC to be furnished by the Bidder shall necessarily be duly certified/ attested by Chartered Engineer and Notary Public with legible stamp.

6.2 Financial Criteria of BEC:

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA). further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

7.0 EVALUATION METHODOLOGY

- (i) The evaluation of bids shall be carried out on overall L-1 basis (i.e. summation of S.No. A & B of "Schedule of Rates", considering all applicable taxes & duties including GST).
- (ii) The subject service is non-splittable.
- (iii) In case of Tie at the lowest bid (L-1), position, evaluation and award shall be done as per Tie-breaker Criteria defined in Bidding Data Sheet (Annexure-III to ITB).
- (iv) Price Preference shall be applicable to MSE bidder & MII bidder as per Public Procurement Policy of Tender Document.

SECTION-III

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

SECTION-III
INSTRUCTION TO BIDDERS

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

[A] – GENERAL

1. SCOPE OF BID

- 1.1 The Employer as defined in the "General Conditions of Contract [GCC]", wishes to receive Bids as described in Invitation For Bid (the "**Tender Document /Bid Document**") issued by Employer. Employer/Owner/TFL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in the Tender documents.
- 1.3 The successful bidder will be expected to complete the scope of Bid within the period stated in Special Conditions of Contract.
- 1.4 Throughout the Tender Documents, the terms 'Bid', 'Tender', 'Offer' & 'Proposal' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

2 ELIGIBLE BIDDERS

- 2.1 Provision for procurement from a bidder which shares a land border with India has been attached as Annexure-I herewith.
- 2.2 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39" (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.3 The Bidder is not put on 'Holiday' by TFL or any of the JV partner of OWNER (viz. GAIL, RCF, CIL, FCIL) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid or during the process of evaluation of bids. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/Fraudulent/Collusive/ Coercive Practices) are on banning list of TFL or any of the JV partner of OWNER viz. GAIL, RCF, CIL, FCIL.

If the Tender documents were issued inadvertently/ downloaded from website, offers submitted by such bidders shall not be considered for opening/ evaluation/Award and will be returned immediately to such bidders.

In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to TFL by the bidder.

It shall be the sole responsibility of the bidder to inform about their status regarding para 1 of clause 2.3 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

It shall be the sole responsibility of the bidder to inform TFL there status on above on due date of submission of bid and during the course of finalization of the tender.

Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

2.5 Bidder shall not be affiliated with a firm or entity:

- (i) that has provided consulting services related to the work to the Employer during the preparatory stages of the work or of the project of which the works/services forms a part of or
- (ii) that has been hired (proposed to be hired) by the Employer as an Engineer/ Consultant for the contract.

2.6 Neither the firm/entity appointed as the Project Management Consultant (PMC) for a contract, nor its affiliates/ JV'S/ Subsidiaries shall be allowed to participate in the tendering process unless it is the sole Licensor/Licensor nominated agent/ vendor.

2.7 Pursuant to qualification criteria set forth in the Tender document, the Bidder shall furnish all necessary supporting documentary evidence to establish Bidder's claim of meeting qualification criteria.

2.8 **Power of Attorney:**

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

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

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

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

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

3 BIDS FROM CONSORTIUM

NOT APPLICABLE

4 ONE BID PER BIDDER

4.1 A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.

- 4.2 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- i. they have controlling partner (s) in common; or
 - ii. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - iii. they have the same legal representative/authorized signatory/agent for purposes of this bid; or
 - iv. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
 - v. Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
 - vi. a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
 - vii. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Bidders are required to submit a confirmation for no conflict of interest with other bidders in Format F-5.

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

- 4.3 Alternative Bids shall not be considered.
- 4.4 The provisions mentioned at Sl. No. 4.1 and 4.2 shall not be applicable wherein bidders are quoting for different Items / Sections / Parts / Groups / SOR items of the same tender which specifies evaluation on Items / Sections / Parts / Groups / SOR items basis.

5 COST OF BIDDING

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

6 SITE VISIT

- 6.1 The Bidder is advised to visit and examine the site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.
- 6.2 The Bidder or any of its personnel or agents shall be granted permission by the Employer to enter upon its premises and land for the purpose of such visits, but only upon the express conditions that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel, agents from and against all liabilities in respect thereof, and

will be responsible for death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of inspection.

- 6.3 The Bidder shall not be entitled to hold any claim against TFL for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

[B] – TENDER DOCUMENTS

7 CONTENTS OF TENDER DOCUMENTS

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

- Section-I : Invitation for Bid [IFB]*
- Section-II : Bid Evaluation Criteria (BEC) & Evaluation Methodology
- Section-III : Instructions to Bidders [ITB] with Annexures, Forms & Formats**
- Section-IV : General Conditions of Contract [GCC]***
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work / Service
- Section-VII : Schedule of Rates (SOR)

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

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

***General Conditions of Contract (GCC) – Services is available on TFL's website (<https://tflonline.co.in/general-conditions-of-contract-for-works.html>).

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Tender Documents. The "Request for Quotation [RFQ] & Invitation for Bid (IFB)" together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidders. Failure to furnish all information required by the Tender Documents or submission of a Bid not substantially responsive to the Tender Documents in every respect will be at Bidder's risk and may result in the rejection of his Bid.

8 CLARIFICATION OF TENDER DOCUMENT

- 8.1 A prospective Bidder requiring any clarification(s) of the Tender Documents may notify TFL in writing or email at TFL's mailing address indicated in the BDS or on GEM Portal no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. TFL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. TFL may respond in writing to the request for clarification. TFL's response including an explanation of the query, but without identifying the source of the query will be uploaded on GEM Portal / communicated to prospective bidders by e-mail.

- 8.2 Any clarification or information required by the Bidder but same not received by the Employer at clause 8.1 above is liable to be considered as "no clarification / information required".

9 AMENDMENT OF TENDER DOCUMENT

- 9.1 At any time prior to the 'Bid Due Date', Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Documents by corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted on GEM Portal website / communicated to prospective bidders by e-mail. Bidders have to take into account all such corrigendum before submitting their Bid.
- 9.3 The Employer, if consider necessary, may extend the Bid Due Date in order to allow the Bidders a reasonable time to furnish their most competitive bid taking into account the addenda / corrigendum issued thereof.

ICI – PREPARATION OF BIDS

10 LANGUAGE OF BID:

The bid prepared by the Bidder and all correspondence, drawing(s), document(s), certificate(s) etc. relating to the Bid exchanged by Bidder and TFL shall be written in English language only. In case a document, certificate, printed literature etc. furnished by the Bidder in a language other than English, the same should be accompanied by an English translation duly authenticated by the Indian Chamber of Commerce, in which case, for the purpose of interpretation of the Bid, the English translation shall govern.

11 DOCUMENTS COMPRISING THE BID

- 11.1 The bids must be submitted through GEM Portal (<https://gem.gov.in>). All pages of the Bid must be digitally signed by the "Authorized signatory" of the Bidder holding Power of Attorney. The bid prepared by the Bidder shall comprise the following components sealed in 2 (Two) different envelope.

11.1.1 ENVELOPE-I: "TECHNO-COMMERCIAL / UN-PRICED BID" shall contain the following:

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed contents with index.
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copy of Schedule of Rates (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (d) Copies of documents, as specified in tender document.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'Acknowledgement cum Consent Letter', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "Bid Evaluation Criteria (BEC)" establishing the qualification.
- (i) Copy of EMD / Declaration of Bid Security as per 'Form F-2A' in line with the provision of ITB
- (j) Power of Attorney as per 'F-12' / copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no. 2.8 of ITB (Original to be submitted physically).

- (k) Declaration by bidder towards Minimum Local Content as per 'Form – I & Form - II' of Annexure-II of ITB (***Applicable for all bidders including MSEs bidder irrespective of seeking purchase preference or not***).
- (l) DELETED
- (m) Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form F-16A'
- (n) Integrity Pact as per Form F-20
- (o) All forms and Formats including Annexures
- (p) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed/ digitally signed on each page by the Authorized Signatory holding POA.
- (q) Any other information/details required as per Tender Document
- (r) "E-Banking Mandate Form" as per 'Form F-11'

Note:

1. All the pages of the Bid must be signed/ digitally signed by the "Authorized Signatory" of the Bidder holding POA.
2. Form F-13 is only to be filled when bidder(s) is submitting Bank Guarantee towards CPS, if applicable & EMD, if applicable.
3. Form F-18, if applicable is to be submitted during release of payment.

11.1.2 ENVELOPE-II: Price Bid / Schedule of Rates (SOR)

- i) The Prices are to be submitted strictly as per the Price Bid / Schedule of Rate (SOR) of the Tender Document. TFL shall not be responsible for any failure on the part of the bidder to follow the instructions.
- ii) Bidders are advised NOT to mention Rebate/Discount separately, either in the SOR or anywhere else in the offer. In case Bidder(s) intend to offer any Rebate/Discount, they should include the same in the item rate(s) itself under the SOR and indicate the discounted unit rate(s) only.
- iii) If any unconditional rebate has been offered in the quoted rate the same shall be considered in arriving at evaluated price. However, no cognizance shall be taken for any conditional discount for the purpose of evaluation of the bids.
- iv) In case, it is observed that any of the bidder(s) has/have offered suo-moto Discount/Rebate after opening of unpriced bid but before opening of price bids such discount /rebate(s) shall not be considered for evaluation. However, in the event of the bidder emerging as the lowest evaluated bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the bidder shall be considered for Award of Work and the same will be conclusive and binding on the bidder.
- v) In the event as a result of techno-commercial discussions or pursuant to seeking clarifications / confirmations from bidders, while evaluating the un-priced part of the bid, any of the bidders submits a sealed envelope stating that it contains revised prices; such bidder(s) will be requested to withdraw the revised prices failing which the bid will not be considered for further evaluation.

Further, Bidders must submit the original "EMD, Integrity Pact, Power of Attorney and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from

the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

12 BID PRICES

- 12.1 Unless stated otherwise in the Tender Documents, the Contract shall be for the whole job as described in Tender Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer.
- 12.2 Prices must be filled in format for "Schedule of Rates [SOR]" enclosed as part of Tender document. If quoted in separate typed sheets and any variation in item description, unit or quantity is noticed; the Bid is liable to be rejected.
- 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 Tender Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the job as per Scope of Work / Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Tender Document, the prices quoted shall deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Bidder under the Contract, or for any other cause including final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.

Bidder shall indicate applicable rate of **GST (CGST & SGST/ UTGST or IGST)** in SOR.

- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract period (or any extension thereof) and will not be subject to variation on any account, unless any price escalation / variation is allowed elsewhere in the Tender Document.

13 GST (CGST & SGST/ UTGST or IGST)

- 13.1 Bidders are required to mention the GST Registration No. in bids wherever **GST (CGST & SGST/UTGST or IGST)** is applicable.
- 13.2 Quoted prices should be inclusive of all taxes and duties, except **GST (CGST & SGST or IGST or UTGST)**. Please note that the responsibility of payment of **GST (CGST & SGST or IGST or UTGST)** lies with the Service Provider only. Service Provider providing taxable service shall issue an e-Invoice / Invoice / Bill, as the case may be as per rules/ regulation of GST. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider with requisite details.

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

- 13.3 In case CBIC (Central Board of Indirect Taxes and Customs) / any tax authority / any equivalent government agency brings to the notice of TFL that the Service Provider has not remitted the amount towards GST (CGST & SGST / UTGST or IGST) collected from TFL to the government exchequer, then, that Contractor shall be put under Holiday list of TFL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.
- 13.4 In case of statutory variation in GST (CGST & SGST/UTGST or IGST), other than due to change in turnover, payable on the contract value during contract period, the Service Provider shall submit a copy of the 'Government Notification' to evidence the rate as applicable on the Bid due date and on the date of revision.

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

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

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

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

- 13.5 Where TFL is entitled to avail the input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.5.1 Owner/TFL will reimburse the **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST to enable Owner/TFL to claim input tax credit of **GST (CGST & SGST/UTGST or IGST)** paid. In case of any variation in the executed quantities, the amount on which the **GST (CGST & SGST/UTGST or IGST)** is applicable shall be modified in same proportion. Returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
- 13.5.2 The input tax credit of quoted GST (CGST & SGST/UTGST or IGST) shall be considered for evaluation of bids, as per evaluation criteria of tender document.
- 13.6 Where TFL is not entitled to avail/take the full input tax credit of **GST (CGST & SGST/UTGST or IGST)**:-
- 13.6.1 Owner/TFL will reimburse **GST (CGST & SGST/UTGST or IGST)** to the Service Provider at actuals against submission of E-Invoices/Invoices as per format specified in rules/ regulation of GST subject to the ceiling amount of **GST (CGST & SGST/UTGST or IGST)** as quoted by the bidder, subject to any statutory variations, except variations arising due to change in turnover. In case of any variation in the executed quantities (If directed and/or certified by the Engineer-In-Charge) the ceiling amount on which **GST (CGST & SGST/UTGST or IGST)** is applicable will be modified on pro-rata basis.
- 13.6.2 The bids will be evaluated based on total price including quoted **GST (CGST & SGST/UTGST or IGST)**.

- 13.7 TFL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet.

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of GST (CGST & SGST/UTGST or IGST), if not quoted. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

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

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

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

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

13.10 **Anti-profiteering clause**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14 **BID CURRENCIES:**

Bidder must submit bid in Indian Rupees only.

15 **BID VALIDITY**

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

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse the request without forfeiture of his EMD/Bid Security

A Bidder agreeing to the request will not be required or permitted to modify his Bid, but will be required to extend the validity of its EMD for the period of the extension and in accordance with "ITB: Clause-16" in all respects.

16 **EARNEST MONEY DEPOSIT**

16.1 Bid must be accompanied with earnest money deposit (**i.e Earnest Money Deposit (EMD)** also known as **Bid Security**) in the form of '**Demand Draft**' / '**Banker's Cheque**' / '**Insurance Surety Bond**' / '**Fixed Deposit Receipt**' [in favour of **Talcher Fertilizers Limited** payable at place mentioned in **BDS**] or '**Bank Guarantee**' strictly as per the format given in form F-2 of the **Tender Document (preferably) or format available in GEM Portal**. Bidder shall ensure that EMD submitted in the form of '**Bank Guarantee**' should have a validity of at least 'two [02] months' beyond the validity of the Bid. EMD submitted in the form of '**Demand Draft**' or '**Banker's Cheque**' should be valid for three months. Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

16.2 TFL shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a 'Bank Guarantee', the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with 'Reserve Bank of India' as Scheduled Foreign Bank. However, in case of 'Bank Guarantee' from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having net worth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the 'Bank Guarantee' itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.

16.3 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.2" may be rejected by TFL as non-responsive.

- 16.4 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than 'thirty [30] days' after finalization of tendering process.
- 16.5 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the 'Award' and signing the 'Agreement' and furnishing the 'Contract Performance Security (CPS)/ Security Deposit' pursuant to clause no. 38 of ITB.
- 16.6 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:
- (a) If a Bidder withdraws his Bid during the 'Bid Validity Period'
 - (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practices
 - (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
 - (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
 - (e) In the case of a successful Bidder, if the Bidder fails to:
 - (i) acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA]",
 - (ii) furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38"
 - (iii) accept 'arithmetical corrections' as per provision of the clause 30 of ITB.
- 16.7 In case EMD is in the form of 'Bank Guarantee', the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.
- 16.8 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.
- 16.9 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of EMD/Bid Bond, the bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. While remitting, the bidder must indicate EMD and tender/GEM no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD.
- In absence of submitting/ uploading the remittance details, the bids are likely to be considered as bid not accompanied with EMD. Further, in case of the above online transaction, submission of EMD in original is not applicable.
- 16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL. The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of order/ contract.
- 16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.
- 16A DECLARATION FOR BID SECURITY**
Bidder to whom exemption is allowed (MSEs, CPSEs and Stat-Ups) as per Clause no. 16.8 above are required to submit Declaration for Bid Security as per proforma at Form F-2A.

17 PRE-BID MEETING

- 17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held through Video Conferencing only. It is expected that a bidder shall depute not more than 02 representatives for the meeting. Therefore, interested bidders are requested to join the Pre-bid meeting infollowing link <https://meet.google.com/hty-ofxy-apr>
- 17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on GEM Portal (etenders.gov.in). Any modification of the Contents of Tender Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.
- 17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

18 FORMAT AND SIGNING OF BID

- 18.1 The original and all copies of the Bid shall be typed or written in indelible ink [in the case of copies, photocopies are also acceptable] and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder (as per POA). The name and position held by each person signing must be typed or printed below the signature. All pages of the Bid except for unamended printed literature where entry(s) or amendment(s) have been made shall be initialed by the person or persons signing the Bid.
- 18.2 The Bid shall contain no alterations, omissions, or additions, unless such corrections are initialed by the person or persons signing the Bid.

19 ZERO DEVIATION AND REJECTION CRITERIA

- 19.1 **ZERO DEVIATION:** Deviation to terms and conditions of "Tender Documents" may lead to rejection of bid. TFL will accept bids based on terms & conditions of "Tender Documents" only. Bidder may note TFL will determine the substantial responsiveness of each bid to the Tender Documents pursuant to provision contained in clause 29 of ITB. For purpose of this, a substantially responsive bid is one which conforms to all terms and conditions of the Tender Documents without deviations or reservations. TFL's determination of a bid's responsiveness is based on the content of the bid itself without recourse to extrinsic evidence.

Bidder is requested not to take any deviation(s)/exception(s) to the terms & conditions of Tender Document, and submit all requisite documents as mentioned in this Tender Document, failing which their Bid will be liable for rejection. If a Bidder does not reply to the queries in the permitted time frame then its Bid shall be evaluated based on the documents available in the Bid.

As a principle, clarifications from bidders after opening of tenders will not be sought. However, where clarifications / documents from the bidders on important aspects are absolutely necessary for finalization of tender, clarifications from bidder can be asked. The request for clarification shall be given in email/portal, asking the bidder to respond by a specified date, and also mentioning therein that, if the bidder does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, shall be offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents should be

sought only in case of historical documents which pre-existed bids and which have not undergone change since then.

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

- (a) Firm Price
- (b) Earnest Money Deposit / Bid Security / Bid Security Declaration, as applicable
- (c) Scope of Work / Service
- (d) Schedule of Rates / Price Schedule / Price Basis
- (e) Duration / Contract Period / Completion schedule
- (f) Period of Validity of Bid
- (g) Price Reduction Schedule
- (h) Contract Performance Security
- (i) Arbitration / Resolution of Dispute / Jurisdiction of Court
- (j) Force Majeure & Applicable Laws
- (k) Integrity Pact
- (l) Bidder not submitting Undertaking regarding Provisions for Procurement from a bidder which shares a land border with India as per 'Form F-16A'
- (m) Bidder having minimum Local Content equal to or less than 20%
- (n) Any other condition specifically mentioned in the tender document elsewhere that non-compliance of the clause lead to rejection of bid

Note: Further, it is once again reminded not to mention any condition in the Bid which is contradictory to the terms and conditions of Tender document.

20 **E-PAYMENT**

Talcher Fertilizers Limited has initiated payments to Service Providers electronically, and to facilitate the payments electronically through '**e-banking**'.

[D] – SUBMISSION OF BIDS

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

- 21.1 Bids shall be submitted on GEM Portal (<https://gem.gov.in/>) in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) / E-mail offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.
- 21.2 Bids submitted under the name of AGENT/ REPRESENTATIVE /RETAINER/ ASSOCIATE etc. on behalf of a bidder/affiliate shall not be accepted.

22 **DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 The bids must be submitted in GEM Portal (<https://gem.gov.in/>) not later than the date and time specified in the tender document.
- 22.2 TFL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (8.0 and/or 9 of ITB refers). In that case all rights and obligations of TFL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended. Notice for extension of due date of submission of bid will be uploaded on GEM Portal (etenders.gov.in) / communicated to the bidders.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.
- 23.2 GEM Portal shall close immediately after the due date for submission of bid and no bids can be submitted thereafter. Where the EMD/physical documents have been received but the bid is not submitted by the bidder in the GEM Portal, such EMD/ physical documents shall be returned immediately.
- 23.3 EMD /physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 Modification and withdrawal of bids shall be as follows: -

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

- 24.2 No bid shall be modified/ withdrawn after the Due Date & Time for Bid submission.
- 24.3 Any withdrawal/ modification/substitution of Bid in the interval between the Due Date & Time for Bid submission and the expiration of the period of bid validity specified by the Bidder in their Bid shall result in the Bidder's forfeiture of EMD pursuant to clause 16 of ITB /- invocation of action as per Bid Security declaration and rejection of Bid.
- 24.4 The latest Bid submitted by the Bidder before Bid Due Date & Time shall be considered for evaluation and all other Bid(s) shall be considered to be unconditionally withdrawn.

[E] – BID OPENING AND EVALUATION

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

- 25.1 TFL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for TFL's action. However, Bidder if so, desire may seek the reason (in writing) for rejection of their Bid to which TFL shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But such representation has to be sent till 10 (ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by TFL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- i) Only a bidder who has participated in tender can make such representation.
 - ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- 25.3 Further, following decisions of TFL shall not be subject to review:
- a) Determination of the need for procurement.
 - b) Selection of the mode of procurement or bidding system.
 - c) Choice of selection procedure.

- d) Provisions limiting participation of bidders in the procurement process.
- e) The decision to enter into negotiations with the L1 bidder.
- f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements.
- g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

26 BID OPENING

26.1 *Unpriced Bid Opening:*

TFL will open unpriced bids on GEM Portal at the schedule date & time.

26.2 *Priced Bid Opening:*

- 26.2.1 TFL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be informed to all bidders (including techno-commercially not qualified Bidders). Price Bid shall be opened on GEM Portal.
- 26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

27 CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and comparison of Bids, and recommendations for the award of a Contract, shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process until the award to the successful bidder.

28 CONTACTING THE EMPLOYER

- 28.1 From the time of Bid opening to the time of award of Contract, if any Bidder wishes to contact the Employer on any matter related to the Bid, except on request and prior written permission.
- 28.2 Any effort by the bidder to influence TFL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the TFL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 29.1 The Employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:-
- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents;
 - (b) Has been properly signed;
 - (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration
 - (d) Is substantially responsive to the requirements of the Bidding Documents; and
 - (e) Provides any clarification and/or substantiation that the Employer may require to determine responsiveness pursuant to "ITB: Clause-29.2"
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Tender Documents without material deviations or reservations or omissions for this purpose employer defines the foregoing terms below:-
- a) "Deviation" is departure from the requirement specified in the tender documents.
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirement in the tender documents.
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the tender document.
- 29.3 A material deviation, reservation or omission is one that,
- a) If accepted would,
 - i) Affect in any substantial way the scope, quality, or performance of the job as specified in tender documents.
 - ii) Limit, in any substantial way, inconsistent with the Tender Document, the Employer's rights or the tenderer's obligations under the proposed Contract.
 - b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.4 The employer shall examine all aspects of the bid to confirm that all requirements have been met without any material deviation, reservation or omission.
- 29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive (both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non-conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are:
- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
 - ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption.
 - iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria.
 - iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
 - v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the

equipment, install and commission it and also train the TFL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

30 CORRECTION OF ERRORS

30.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors 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 bidder shall be taken as correct and not the amount. The amount shall be re-calculated/ corrected accordingly.
- (iii) 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.
- (iv) 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.
- (v) In case any bidder does not quote for any item(s) of "Schedule of Rates" and the estimated price impact is more than 10% of the quoted price, then the bid will be rejected. If such price impact of unquoted items is 10% or less of his quoted price, then the unquoted item(s) shall be loaded highest of the price quoted by the other bidders. If such bidder happens to be lowest evaluated bidder, price of unquoted items shall be considered as included in the quoted bid price.

30.2 The discrepancy in bid shall be conveyed to the bidder asking to respond by a target date and if the bidder does not agree with observation, its Bid is liable to be rejected, and the EMD shall be forfeited / actions shall be invoked as per Declaration for Bid Security.

30.3 The above provision of Correction of Error shall not be applicable for GEMing.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at Clause No. 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned in Section-II of bidding documents on lowest bid.

Refer BDS for tie-breaker criteria.

33 COMPENSATION FOR EXTENDED STAY

NOT APPLICABLE.

34 PURCHASE PREFERENCE

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

Bidders are required to select the applicable purchase preference (i.e. preference category) option while submitting the bid on GEM portal. However, evaluation and applicability of purchase preference policy will be based on the confirmations & documents submitted by the bidder in their bid irrespective of selection made on GEMP portal.

The Public Procurement (Preference to Make in India) Policy is enclosed as Annexure-II of Section-III herewith.

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", TFL will award the Contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the overall lowest provided that bidder, is determined to be qualified to satisfactorily perform the Contract.

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

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

36 NOTIFICATION OF AWARD / FAX OF ACCEPTANCE

- 36.1 Prior to the expiry of 'Period of Bid Validity', Notification of Award for acceptance of the Bid will be intimated to the successful Bidder by TFL either by E - mail /Letter or like means defined as the "Fax of Acceptance (FOA)". The Contract shall enter into force on the date of FOA and the same shall be binding on TFL and successful Bidder (i.e. Service Provider). The Notification of Award/FOA will constitute the formation of a Contract. The detailed Letter of Acceptance shall be issued thereafter incorporating terms & conditions of Tender Document, Corrigendum, Clarification(s), Bid and agreed variation(s)/acceptable deviation(s), if any. TFL may choose to issue Notification of Award in form of detailed Letter of Acceptance without issuing FOA and in such case the Contract shall enter into force on the date of detailed Letter of Acceptance only.
- 36.2 Contract period shall commence from the date of "Notification of Award" or as mentioned in the Notification of Award. The "Notification of Award" will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Contract Agreement as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", TFL will promptly discharge his 'Earnest Money Deposit / Bid Security', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause.
- 36.5 TFL will award the Contract to the successful Bidder, who, within 'fifteen [15] days' shall acknowledge.

37 SIGNING OF AGREEMENT

- 37.1 The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Tender Document on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of ' State of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance [FOA] / Notification of Award" of the Tender by the successful Bidder/Contractor. Failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD / Action as per Bid Security declaration. However, signing of Agreement shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 10 Lakh (exclusive of GST).

38 CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD)

- 38.1 Within 30 days of the receipt of the notification of award/ Fax of Acceptance from TFL, the successful bidder shall furnish the Contract Performance Security (CPS) in accordance with of General Conditions of the Contract. The CPS shall be in the form of either Banker's Cheque or Demand Draft or Insurance Surety Bond or Fixed Deposit Receipt or Bank Guarantee or Letter of Credit and shall be in the currency of the Contract. However, Contract Performance Security (CPS) / Security Deposit (SD) shall not be applicable in cases wherein the individual contract value as specified in Notification of Award is less than INR 5 Lakh (exclusive of GST).

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

- 38.3 The Service Provider shall submit CPS (in the form of Bank Guarantee) as per Form F-4 of Tender Document only but not as per format of GeM. Further, they also submit covering letter along with CPS as per format at F-13.
- 38.4 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and forfeiture of the EMD / action as per declaration for Bid Security
- 38.5 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the Service Provider should furnish additional CPS.
- 38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract

Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of TFL's Bank Account is mentioned in BDS. While remitting such online transaction, the bidder must indicate "Security Deposit/ Contract Performance Security against FOA/DLOA no. _____ (service provider to specify the FOA/DLOA No.)" under remarks column of such transaction of respective bank portal. The contractor/vendor shall be required to submit the successful transaction details to the dealing officer immediately through email/letter and necessarily within 30 days from the date of Fax of Acceptance / Notification of Award."

- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL. The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of order/ contract.
- 38.8 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Service Provider.
- 38.9 The first payment to vendor is to be released only after submission of CPS / Security Deposit (SD).
- 38.10 Before the CPS / Security Deposit (SD) is released a "No Claim Certificate" is to be submitted by the supplier/vendor.
- 38.11 In case, TFL allows additional time for submission of CPBG/SD beyond 30 days, a penal interest of Marginal Cost of Fund based Lending Rate (MCLR) for one year charged by SBI (applicable on due date of submission of CPBG/SD i.e. 30th day after issuance of FOA/Notification of award) plus 4.0% p.a (on CPBG/SD amount) shall be charged for delay beyond 30 days i.e. from 31st days after issuance of FOA.

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

- 39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices is provided at Appendix-1 of General Conditions of Contract- Services.
- 39.2 **NON-APPLICABILITY OF ARBITRATION CLAUSE IN CASE OF BANNING OF VENDORS/ SUPPLIERS / CONTRACTORS/BIDDERS/ CONSULTANTS INDULGED IN FRAUDULENT/ COERCIVE PRACTICES**

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

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

40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES

40.1 Following provision has been incorporated in tender for MSEs, in line with notification of Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaiming the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs)

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security.
- iii) In Tender, participating Micro and Small Enterprises quoting price within price band of L1 + 15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to tendered quantity). Further, out of above 25%, 4% shall be reserved for MSEs owned by SC/ST entrepreneurs. Further, 3% shall be reserved for MSEs owned by women within above 25% reservation. The respective quota(s) shall be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs / MSEs owned by Women.
The quoted prices against various items shall remain valid in case of splitting of quantities of the items above.
In case tendered item is non-splitable or non-dividable (specified in Bid Data Sheet), MSE quoting price within price band L1 (other than MSE) + 15% , may be awarded for full/ complete supply of total tendered value subject to matching of L1 price.

40.2 The MSE(s) owned by SC/ST Entrepreneurs shall mean:-

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

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

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

40.3 In case Bidder is a Micro or Small Enterprise, the Bidder shall submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs-2012.

Vide Gazette notification dated 18.10.2022 of Ministry of MSME, the following is notified:

“In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change”

Accordingly, in case of upward change in status, MSE bidder is required to submit the previous certificate also to get the MSE benefits.

The above documents submitted by the bidder shall be duly certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP) 2012.

MSEs are advised to update their latest status on GEM Portal also to avoid complications during the evaluation.

Further, MSEs who are availing the benefits of the Public Procurement Policy (PPP) 2012 get themselves registered with MSME Data Bank being operated by NSIC, under SME Division, M/o MSME, in order to create proper data base of MSEs which are making supplies to CPSUs.

- 40.4 If against an order placed by TFL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.3 above with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 40.5 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 40.6 NSIC has initiated a scheme of "Consortia and Tender Marketing Scheme" under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia.

Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.

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

41 AHR ITEMS

(NOT APPLICABLE FOR THIS TENDER)

42 VENDOR PERFORMANCE EVALUATION

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

43 INCOME TAX & CORPORATE TAX

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

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

43.3 TDS

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

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

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

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

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

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

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

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

44 **DISPUTE RESOLUTION MECHANISM**

44.1 **QUARTERLY CLOSURE OF CONTRACT**

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

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

- (i) Any issue should be first referred to EIC for LOA/contracts/ Dealing C&P Executive for Purchase Orders.
- (ii) In case, Vendor is not satisfied, there is a provision of escalation of issue to higher authority in TFL. This option is available two times to vendor.
- (iii) Further, issue(s) can only be submitted upto 1 month after closure of respective Contract.
- (iv) Vendor should refer their issue/ grievance through above mode only. Issue/ grievance received through any other mode shall not be entertained.

44.2 **CONCILIATION AND ARBITRATION**

1.0 CONCILIATION

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

deemed to have been exhausted, even in case of rejection of 'Conciliation' by any of the Parties.

2.0 ARBITRATION

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

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

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

OR

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

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

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

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

2.6 List of Excepted matters:

- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
- b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.

c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the Contract.

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

3.0 GOVERNING LAW AND JURISDICTION:

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

45 DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS

Subject to conciliation as provided above, in the event of any dispute (other than those related to taxation matters) or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs / Port Trusts) inter se and also between CPSEs and Government Departments / Organizations, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in OPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through 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.

46 INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIAL PROVIDERS)

NOT APPLICABLE.

47 PROMOTION OF PAYMENT THROUGH CARDS AND DIGITAL MEANS

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

48 CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY

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

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

As mentioned in Section-II, Prior experience shall not be required for all Startups [whether

Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document and submission of document specified in Section -II. Further, the Startups are also exempted from submission of EMDs (if applicable).

If a Startup emerge lowest bidder, the LoA on such Startup shall be placed for entire tendered quantity/group/item/part (as the case may be). However, during the Kick of Meeting monthly milestones/ check points would be drawn. Further, the performance of such contractor/ service provider will be reviewed more carefully and action to be taken as per provision of contract in case of failure/ poor performance.

50 PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS

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

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

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

51 UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICING CHARTERED ACCOUNTANTS

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

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

52 ANJANI PORTAL

NOT APPLICABLE

53 DOCUMENTS FOR PAYMENT:

Payment terms shall be as mentioned in GCC-Services/SCC.

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

54 ORDER TRANSMITTAL SYSTEM:

NOT APPLICABLE

55 **ASSIGNMENT/SUBLET**

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

- (i) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.
- (ii) Sub-contracting by the contractor without the approval of TFL shall be a breach of contract, unless explicitly permitted in the contract.

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

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

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

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

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

- ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

Note :

A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.

7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)
8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

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

Bidder shall submit a certificate in this regard as Form F-16A.

For cases falling under the category of Transfer of Technology, Bidder shall submit a certificate in this regard as Form-16B.

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

10. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder

was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

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

The successful bidder shall not be allowed to sub-contract works to any 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-16A.

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

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

Sr. No.	Description	Parameter / Document
1	Minimum Local Content (LC) for Availing Preference under this Policy	50%
2	Margin of Purchase Preference	20%
3	Local Content (LC) % declared by bidder (Documents to be submitted as per Sr. No. 4 below)	[Tick (✓) whichever is applicable] a) LC Equal to or more than 50% <input type="checkbox"/> b) LC More than 20% but less than 50% <input type="checkbox"/>
4	Documents to be submitted by bidder under this Policy	Self-Declaration as per Form-II of Annexure II of ITB 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

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

To,
M/s Talcher Fertilizers Limited

SUB: "HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS".

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

Dear Sir,

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

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation: Seal:

Note:

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

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

Udyog Bhawan, New Delhi
Dated: 16th September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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3A. Purchase Preference

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

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

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

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

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

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

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

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

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

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

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

10. Specifications in Tenders and other procurement solicitations.

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

d. Reciprocity Clause

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

.....Contd. p/7

- 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.

.....Contd. p/8

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.

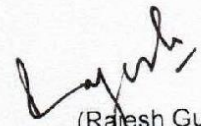
17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- 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 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

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



(Rajesh Gupta)
Director

Tel: 23063211
rajesh.gupta66@gov.in

BIDDING DATA SHEET (BDS)

ITB TO BE READ IN CONJUNCTION WITH THE FOLLOWING:

A. GENERAL							
ITB clause	Description						
1.1	The Employer/Owner is: Talcher Fertilizers Limited						
2.1	The name of the Services to be performed is: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS.						
3	BIDS FROM CONSORTIUM/ JOINT VENTURE- NOT APPLICABLE						
B. TENDER DOCUMENT							
ITB clause	Description						
8.1	For clarification purposes only, the communication address is: Sh. Amlan Kumar Pani Manager (Chem) Talcher Fertilizers Limited, Room No-217, First Floor, New Administrative Building, Talcher, Post-Vikrampur, Dist-Angul Odisha- 759106 Email: akpani@tflonline.co.in Mobile No. 07303057161						
C. PREPARATION OF BIDS							
ITB clause	Description						
12 & 13	Details of Buyers: <table border="1" data-bbox="459 1240 1331 1451"> <tr> <td>Services to be rendered at</td> <td>Talcher Fertilizers Limited, Administrative Building Talcher, Post-Vikrampur, Dist.- Angul, Odisha-759106</td> </tr> <tr> <td>PAN No.</td> <td>AAFCT8667A</td> </tr> <tr> <td>GST no.</td> <td>21AAFCT8667A1ZH</td> </tr> </table>	Services to be rendered at	Talcher Fertilizers Limited, Administrative Building Talcher, Post-Vikrampur, Dist.- Angul, Odisha-759106	PAN No.	AAFCT8667A	GST no.	21AAFCT8667A1ZH
Services to be rendered at	Talcher Fertilizers Limited, Administrative Building Talcher, Post-Vikrampur, Dist.- Angul, Odisha-759106						
PAN No.	AAFCT8667A						
GST no.	21AAFCT8667A1ZH						
14	The currency of the Bid shall be INR						
16.1, 16.10 & 38.6	In case “ Earnest Money Deposit / Bid Security ” or “ Contract Performance Security ” is in the form of ' Demand Draft ' or ' Banker's Cheque ', the same should be favor of TFL , payable at 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 Bank Name: State Bank of India Branch: CAG II, New Delhi Account number: 41256023769 Type (Current/Saving): Current IFSC code: SBIN0017313						

	Bidder to mention reference no. "EMD/CPS/....." in narration while remitting the CPS amount in TFL's Bank Account.				
D. SUBMISSION AND OPENING OF BIDS					
ITB clause	Description				
4.0 of IFB	For submission of physical document as per clause no. 4.0 of IFB, the Owner's address is : Sh. Amlan Kumar Pani Manager (Chem) Talcher Fertilizers Limited, Room No-217, First Floor, New Administrative Building, Talcher, Post-Vikrampur, Dist-Angul, Odisha- 759106				
E. EVALUATION AND COMPARISON					
ITB clause	Description				
32	Evaluation Methodology is mentioned in Section-II. In case of tie at lowest bid (L-1) position between 02 or more start-up/non-start-up bidders, GEM selected L-1 bidder shall be given preference for award of work.				
34	The following Purchase Preference Policy will be applicable as per provisions mentioned in tender: i. Public Procurement Policy for MSEs (Micro and Small Enterprises) ii. Policy to Provide Purchase Preference under Public Procurement (Preference to Make in India), Order 2017				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of which stamp paper is required for Contract Agreement: Uttar Pradesh / State where Bidder's Corporate or Registered Office is located.				
38	Contract Performance Security / Security Deposit: <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">APPLICABLE</td><td style="text-align: center;">✓</td></tr><tr><td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;">☐</td></tr></table> <p style="text-align: right;">The value/ amount of <u>Contract Performance Security (CPS) / Security Deposit (SD)</u> CPS / SD @ 10% of Annualized Order / Contract value (excluding GST). OR Initial security deposit (ISD) @ 2.5% of Annualized Order / Contract value (excluding GST) within 30 days of issuance of FOA / notification of award and deduction @ 7.5% of the Running Account (RA) bill / invoice / e-invoice till the total amount of security deposit (including ISD and deducted amount) reaches 10% of Annualized Order / Contract value (excluding GST).</p>	APPLICABLE	✓	NOT APPLICABLE	☐
APPLICABLE	✓				
NOT APPLICABLE	☐				
40	Whether tendered item is non-split able or not-divisible: <table border="1" style="margin-left: auto; margin-right: auto;"><tr><td style="text-align: center;">YES</td><td style="text-align: center;">✓</td></tr><tr><td style="text-align: center;">NO</td><td style="text-align: center;">✗</td></tr></table>	YES	✓	NO	✗
YES	✓				
NO	✗				

41	Provision of AHR items: <table border="1" data-bbox="464 208 1129 344"> <tr> <td data-bbox="464 208 804 271">APPLICABLE</td> <td data-bbox="804 208 1129 271">✘</td> </tr> <tr> <td data-bbox="464 271 804 344">NOT APPLICABLE</td> <td data-bbox="804 271 1129 344">✓</td> </tr> </table>	APPLICABLE	✘	NOT APPLICABLE	✓
APPLICABLE	✘				
NOT APPLICABLE	✓				
44.1	Quarterly Closure of Contract: <table border="1" data-bbox="464 432 1129 568"> <tr> <td data-bbox="464 432 804 495">APPLICABLE</td> <td data-bbox="804 432 1129 495">✘</td> </tr> <tr> <td data-bbox="464 495 804 568">NOT APPLICABLE</td> <td data-bbox="804 495 1129 568">✓</td> </tr> </table>	APPLICABLE	✘	NOT APPLICABLE	✓
APPLICABLE	✘				
NOT APPLICABLE	✓				
49	Applicability of provisions related to Startups : <table border="1" data-bbox="464 656 1129 792"> <tr> <td data-bbox="464 656 804 719">APPLICABLE</td> <td data-bbox="804 656 1129 719">✓</td> </tr> <tr> <td data-bbox="464 719 804 792">NOT APPLICABLE</td> <td data-bbox="804 719 1129 792">✘</td> </tr> </table>	APPLICABLE	✓	NOT APPLICABLE	✘
APPLICABLE	✓				
NOT APPLICABLE	✘				
50	Applicability of provisions relating to Order Transmittal System: <table border="1" data-bbox="464 880 1129 1016"> <tr> <td data-bbox="464 880 804 943">APPLICABLE</td> <td data-bbox="804 880 1129 943">✘</td> </tr> <tr> <td data-bbox="464 943 804 1016">NOT APPLICABLE</td> <td data-bbox="804 943 1129 1016">✓</td> </tr> </table>	APPLICABLE	✘	NOT APPLICABLE	✓
APPLICABLE	✘				
NOT APPLICABLE	✓				

LIST OF FORMS & FORMATS

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	PROFORMA OF "BANK GUARANTEE" FOR "EARNEST MONEY DEPOSIT"
F-2A	PROFORMA OF DECLARATION FOR BID SECURITY
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8(A)	CHECK LIST
F-8(B)	CHECK LIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT OF LINE OF CREDIT
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	E-BANKING FORMAT
F-12	FORMAT FOR POWER OF ATTORNEY (POA)
F-12A	BIDDER'S QUERIES FOR PRE-BID MEETING
F-13	MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE (BG)
F-14	FORMAT FOR CONTRACT AGREEMENT
F-15	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY WITHIN STIPULATED TIME LINE
F-16A & F-16B	UNDERTAKING REGARDING PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA
F-17	UNDERTAKING FOR APPLICABILITY OF POLICY
F-18	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)
F-19	FORMAT FOR NO CLAIM CERTIFICATE FOR RELEASE OF CPS/SECURITY DEPOSIT
F-20	INTEGRITY PACT

F-1

BIDDER'S GENERAL INFORMATION

To,
M/s Talcher Fertilizers Limited

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

1	Bidder's Name	
2	Offer No. & Date	
3	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant documents as applicable]
4	Name of Proprietor / Partners / Directors of the firm / company [As per Clause No. 4.0 of Section-II of Tender Document]	
5	Name of Power of Attorney holder(s) of bidder	
6	Address of Registered Office:	City:
		District:
		State:
		PIN/ZIP:
7	Bidder's address where order/contract is to be placed	City:
		District:
		State:
		PIN/ZIP:
8	Address from where Goods/ Services are to be dispatched/ provided along with GST no. * (In case Services are from multiple locations, addresses and GST no. of all such locations are to be provided).	City:
		District:
		State:
		PIN/ZIP:
		GST No.:

9	Mobile no. of address where order is to be placed	
10	E-mail address	
11	PAN No.	[Enclose copy of relevant documents]
12	GST No. (refer sl. no. 7 above)	[Enclose copy of relevant documents]
13	EPF Registration No.	[Enclose copy of relevant documents]
14	ESI Code No.	[Enclose copy of relevant documents]
15	Whether Micro or Small Enterprise	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
	Whether MSE is owned by Women	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)</i>
16	Whether Bidder is Startups or not	Yes / No <i>(If Yes, Bidder to submit requisite documents as specified in ITB: Clause No.50)</i>
	In case of Start-up confirm the following: (i) Date of its incorporation/ registration [The certificate shall only be valid for the entity upto ten years from the date of its incorporation/ registration] (ii) Whether turnover for any financial years since incorporation/ registration has exceed Rs.100 Crores.	

Note: * TFL intends to place the order/contract directly on the address from where Services are rendered. In case, bidder wants order/ contract at some other address or Services are to be

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

FORMAT F-2
PROFORMA OF "BANK GUARANTEE (BG)"
FOR "EARNEST MONEY / BID SECURITY"
 (To be stamped in accordance with the Stamp Act)

To, M/s Talcher Fertilizers Limited, Room No-217 New Administrative Building Talcher, Post-Vikrampur Dist-Angul, Odisha-759106	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

In accordance with Letter Inviting Tender under your reference No _____ M/s. _____ having their Registered / Head Office at _____ (hereinafter called the Tenderer), wish to participate in the said tender for _____

As an irrevocable Bank Guarantee against Earnest Money for the amount of _____ is required to be submitted by the Tenderer as a condition precedent for participation in the said tender which amount is liable to be forfeited on the happening of any contingencies mentioned in the Tender Document.

We, the _____ Bank at _____ having _____ our _____ Head _____ Office _____ (Local Address)

guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Talcher Fertilizers Limited (TFL), the amount _____ without any reservation, protest, demur and recourse. Any such demand made by Talcher Fertilizers Limited (TFL), shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

This guarantee shall be irrevocable and shall remain valid up to _____ [this date should be two (02) months beyond the validity of the bid]. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s. _____ whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Notwithstanding anything contained herein:

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) _____ (currency in words only) _____
- b) This Guarantee shall remain in force upto _____ (this expiry date of BG should be two months beyond the validity of bid) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of _____ (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of Talcher Fertilizers Limited (TFL) under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name:

Designation:

WITNESS:

(SIGNATURE)
(NAME)

(SIGNATURE)
(NAME)
Designation with Bank Stamp

(OFFICIAL ADDRESS)

Attorney as per
Power of Attorney No. _____
Date: _____

INSTRUCTIONS FOR FURNISHING "BID SECURITY / EARNEST MONEY" BY "BANK GUARANTEE"

1. The Bank Guarantee by Bidders will be given on non-judicial stamp paper as per "Stamp Duty" applicable. The non-judicial stamp paper should be in the name of the issuing Bank.
2. The expiry date should be arrived at in accordance with "ITB: Clause-16.1".
3. The Bank Guarantee by bidders will be given from Bank as specified in "ITB: Clause-16.2".
4. A letter from the issuing Bank of the requisite Bank Guarantee confirming that said Bank Guarantee / all future communication relating to the Bank Guarantee shall be forwarded to the Employer at its address as mentioned at "ITB".
5. Bidders must indicate the full postal address of the Bank along with the Bank's E-mail / Phone from where the Earnest Money Bond has been issued as per proforma given at F-13.
6. If a Bank Guarantee is issued by a commercial Bank, then a letter to Employer confirming its net worth is more than Rs. 1,000,000,000.00 [Rupees One Hundred Crores] or equivalent along with documentary evidence.

F-2A

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

To,

M/s TALCHER FERTILIZERS LIMITED

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS”.

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

Dear Sir,

After examining / reviewing provisions of above referred tender documents (including all corrigendum), we M/s_____ (Name of Bidder) have submitted our offer/ bid no._____.

We, M/s_____ (Name of Bidder) hereby understand that, according to your conditions, we are submitting this Declaration for Bid Security.

We understand that we will be put on watch list/holiday/ banning list (as per polices of TALCHER FERTILIZERS LIMITED in this regard), if we are in breach of our obligation(s) as per following:

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the TALCHER FERTILIZERS LIMITED during the period of bid validity:
 - (i) fail or refuse to execute the Contract, if required, or
 - (ii) fail or refuse to furnish the Contract Performance Security, in accordance provisions of tender document.
- (c) having indulged in corrupt/fraudulent /collusive/coercive practice as per procedure.

Place:
Date:

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

F-3
LETTER OF AUTHORITY

[Pro forma for Letter of Authority for Attending 'Pre-Bid Meetings']

Ref:

Date:

To,
M/s Talcher Fertilizers Limited

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS”.

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

Dear Sir,

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

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

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

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

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

Note:

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

F-4

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

To, M/s Talcher Fertilizers Limited, Room No-217 New Administrative Building, Talcher, Post-Vikrampur Dist-Angul, Odisha-759106	Bank Guarantee No.	
	Date of BG	
	BG Valid up to	
	Claim period up to (There should be three months gap between expiry date of BG & Claim period)	
	Stamp Sl. No./e-Stamp Certificate No.	

Dear Sir(s),

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

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

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

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to TALCHER FERTILZERS LIMITED we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to TFL in such manner as TFL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.
2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said _____ M/s. _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said _____

M/s. _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

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

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) _____ (currency in words only) _____
- b) This Guarantee shall remain in force upto _____ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of(indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of TFL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

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

Name

Designation

Yours faithfully,

Bank by its Constituted Attorney
Signature of a person duly
Authorized to sign on behalf of
the Bank

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

1. The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank.
2. The Bank Guarantee by Bidders will be given from bank as specified in clause no. 38.3 of ITB (Section-III) of Tender.
3. A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
4. If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency along with documentary evidence OR in the bank guarantee itself.
5. Service Provider shall submit attached cover letter as per Form F-13 while submitting Contract Performance Security.

F-5
AGREED TERMS & CONDITIONS

To,
M/s Talcher Fertilizers Limited

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS”.

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

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

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

6	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.					
7	Bidder confirms compliance to Contract Period as specified in Tender document.					
8.	a) Bidder confirms acceptance of all terms and conditions of Tender Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.					
9.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended bid due date of opening of Techno-commercial Bids.					
10.	Bidder furnishes EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/email-ID/Mob. no. [in case of BG] OR Bidder furnishes bid security declaration [applicable for bidders to whom exemption is allowed as per clause no. 16.8 of Section-III]					
11.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.					
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 Owner/ TFL or their relative is not a partner.	<table border="1"> <tr> <td>Confirmed</td> <td></td> </tr> <tr> <td>Not confirmed</td> <td></td> </tr> </table>	Confirmed		Not confirmed	
Confirmed						
Not confirmed						
13.	All correspondence must be in ENGLISH language only.					
14.	The contents of this Tender Document have not been modified or altered by Bidder. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.					

15.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
16.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
17.	If Bidder becomes a successful Bidder and pursuant to the provisions of the Tender Document, award is given to them against subject Tender Document, the following Confirmation shall be automatically enforceable: "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
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 Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work / Service, Conditions of Contract, or any other part of Tender document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
20.	Bidder hereby confirms that they are not on 'Holiday' by TFL or any of the JV partners of Owner viz. GAIL, RCF, CIL, FCIL or banned by Government department / Public Sector on due date of submission of bid.	

	<p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of TFL or any of the JV partners of Owner viz. GAIL, RCF, CIL, FCIL. Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of TFL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to TFL by them.</p>	
21.	<p>Bidder confirms that they have read and understood the General Conditions of Contract - Services available on TFL website (https://tflonline.co.in/general-conditions-of-contract-for-services.html) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC-Services.</p>	
22.	<p>Bidder certifies that they would adhere to the Fraud Prevention Policy of TFL [available on TFL's website (www.tflonline.co.in)] 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>	
23.	<p>Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST & SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be to bidder's account.</p>	
24.	<p>Bidder confirms that there is no conflict of interest with other bidders, as per clause no. 4.2 of Section-III (ITB) of Tender Document.</p>	
25.	<p>Bidder confirms that, in case of contradiction between the confirmations provided in this format and terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.</p>	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-6
ACKNOWLEDGEMENT CUM CONSENT LETTER

(On receipt of tender document/information regarding the tender, Bidder shall acknowledge the receipt and confirm his intention to bid or reason for non-participation against the enquiry /tender through e-mail to concerned executive in TFL issued the tender, by filling up the Format)

To,
M/s Talcher Fertilizers Limited

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS”.

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

Dear Sir,

We hereby acknowledge receipt of a complete set of tender document along with enclosures for subject item/job and/or the information regarding the subject tender.

- We intend to bid as requested for the subject item/job and furnish following details with respect to our quoting office:

Postal Address with Pin Code :

Telephone Number :

Contact Person :

E-mail Address :

Mobile No. :

Date :

Seal/Stamp :

- We are unable to bid for the reason given below:

Reasons for non-submission of bid:

Agency's Name :

Signature :

Name :

Designation :

Date :

Seal/Stamp :

F-7
BIDDER'S EXPERIENCE

To,
M/s Talcher Fertilizers Limited

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS".

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

Sl. No	Description of the Services	LOA /WO No. and date	Full Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge (for cases other than purchase)</i>	Postal & phone nos. of Client.	Value of Contract /Order (Specify Currency Amount)	Date of Commencement of Services	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any
(1)	(2)	(3)	(5)	(6)	(7)	(8)	(9)	(10)	

Place:
Date:

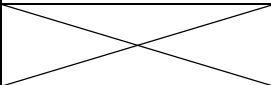
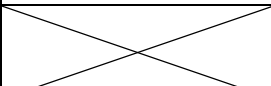
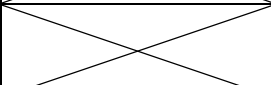
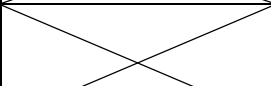
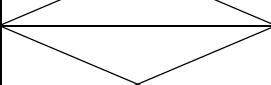
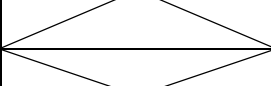
[Signature of Authorized Signatory of Bidder]
Name:
Designation:
Seal:

Note: As per Clause No. 4.0 of Section-II, only documents (Work Order / DLOA/ FOA / GeM Contract, Completion Certificate etc.) which have been referred / specified / indicated in above tabulation format and / or in the bid shall be taken into consideration in reply to queries during evaluation of Bids.

F-8(A)
CHECK LIST

Bidders are requested to duly fill in the checklist. This checklist gives only certain important items to facilitate the bidder to make sure that the necessary data/information as called for in the Tender document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX	REFERENCE PAGE NO. OF THE BID SUBMITTED
1.0	Confirm that the following details have been submitted in the Un-priced part of the bid		
I	Covering Letter, Letter of Submission		
li	EMD / Declaration for Bid Security as per provisions of Tender		
lii	Digitally Signed / Signed and Stamped on each page of Tender Document along with Corrigendum, if any		
lv	Power of Attorney in the name of person signing the bid along with necessary documents (like Board Resolution, etc.) as applicable.		
V	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III).		
3.0	Confirm that all format duly filled in are enclosed with the bid duly Signed and Stamped by authorised person(s) holding POA		
4.0	Confirm that the price part as per Schedule of Rates format submitted with Tender Document uploaded in GEM Portal.		
5.0	Confirm that Undertaking as per Form F-17 has been submitted (applicable for MSE and Class I Local Supplier).		
6.0	Confirm that Undertaking as per Form-I & Form-II to Annexure-II to Section-III are submitted. (Applicable for all bidders including MSEs bidders)		
7.0	Confirm that Undertaking as per Form F-16 have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)		
8.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)		

Place:
Date:

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

F-8(B)
CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
(refer Section II of Tender document)

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
1.	Experience	a) Copy of complete work order along with its Schedule of Rates (SOR) & Scope of Work issued by the End user/Owner/Authorized Consultant of End User or Owner. b) Completion Certificate issued by the End user/Owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work/supply in all aspect. The completion Certificate must contain the reference number of work order, actual date of completion of work, executed/completion value etc. c) In case bidder is submitting work order related to composite nature job to meet BEC, the submitted work order & its execution proof must have the minimum completed / executed value as indicated above for providing subject service. d) All documents submitted pertaining to technical BEC must be duly Certified/ attested. by Chartered Engineer and Notary Public with Legible Stamp.		Yes/No	
2	Experience of bidder acquired as a subcontractor	certificate from end user			

BEC Clause No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
Technical BEC					
3.	Job executed for Subsidiary / Fellow subsidiary/ Holding company.	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	
FINANCIAL BEC					
1.	Experience	a. Duly Certified Financial Capability (as per Format F-10 of tender document) by Chartered Accountant with UDIN.	Submitted <i>(Mention specific year.....)</i>	Yes/No	
		b. Audited Balance Sheets and Profit & Loss Account statement (duly signed by Chartered Accountant (of audit firm with membership number, firm registration number) with UDIN for preceding three financial years to be submitted duly certified/attested by notary public with legible stamp.	Submitted <i>(Mention specific year.....)</i>	Yes/No	
		c. The original document for 'Line of Credit', if applicable should be submitted along with other physical documents required as per tender conditions, or in response to commercial query failing which bid shall be rejected.	Submitted/ Not Applicable <i>(Bidder to tick appropriate option)</i>	Yes/No	
2.	Format for Details of financial capability of Bidder	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-9
FORMAT FOR CERTIFICATE FROM BANK IF BIDDER'S WORKING CAPITAL IS
INADEQUATE/NEGATIVE

(To be provided on Bank's letter head)

Date:

To,
M/s. GAIL (India) Limited

Dear Sir,

This is to certify that M/s (name of the Bidder with address) (hereinafter referred to as Customer) is an existing Customer of our Bank.

The Customer has informed that they wish to bid for GAIL's Tender No. dated for(Name of the supply/work/services/consultancy) and as per the terms of the said Tender Document they have to furnish a certificate from their Bank confirming the availability of line of credit.

Accordingly M/s (name of the Bank with address) confirms availability of line of credit to M/s (name of the Bidder) for at least an amount of Rs.

It is also confirmed that the net worth of the Bank is more than Rs. 100 Crores (or Equivalent USD) and the undersigned is authorized to issue this certificate.

Yours truly

for (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

Note:

This Declaration Letter for line of credit shall be from single bank only. Letters from multiple banks shall not be applicable. However, banking syndicate will be acceptable wherein a group of banks can jointly provide line of credit to the bidder.

F-10
FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE/ CERTIFIED PUBLIC
ACCOUNTANT (CPA) FOR FINANCIAL CAPABILITY OF THE BIDDER

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

A. AVERAGE ANNUAL FINANCIAL TURNOVER* DURING THE LAST THREE FINANCIAL YEARS:

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	
Total (A)	
Average Annual Financial Turnover during the last three financial years (A/3)	

B. NETWORTH* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Net Worth	

C. WORKING CAPITAL* AS PER LAST AUDITED FINANCIAL STATEMENT:

Description	Year _____
	Amount (Currency)
1. Current Assets	
2. Current Liabilities	
3. Working Capital (Current Assets-Current liabilities)	

****Refer Instructions***

Note:

- 1.0 It is further certified that the above mentioned applicable figures are matching with the returns filed with Registrar of Companies (ROC) [Applicable only in case of Indian Companies]**
- 2.0 We confirm that above figures are after referring instructions at page 2 of 2 of F-10**
- 3.0 Practicing Chartered Accountants shall generate Unique Document Identification Number (UDIN) for all certificates issued by them**

(Page 1 of 2)

Name of Audit Firm:
Chartered Accountant/CPA
Date:

[Signature of Authorized Signatory]
Name:
Designation:
Seal:
Membership No.:
UDIN:

Instructions:

1. The Separate Pro-forma shall be used for each member in case of JV/ Consortium.
2. The financial year would be the same as one normally followed by the bidder for its Annual Report.
3. The bidder shall provide the audited annual financial statements as required for this Tender document. Failure to do so would result in the Proposal being considered as non-responsive.
4. For the purpose of this Tender document:
 - (i) **Annual Turnover** shall be “Revenue from Operations” as per Profit & Loss account of audited annual financial statements.
 - (ii) **Working Capital** shall be “Current Assets less Current liabilities” and
 - (iii) **Net Worth** shall be Aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, if any, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
5. **In case the date of constitution/incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution/ incorporation shall be taken into account for minimum Average Annual Financial Turnover criteria.**
6. **Above figures shall be calculated after considering the qualification, if any, made by the statutory auditor on the audited financial statements of the bidder including quantified financial implication.**
7. This certificate is to be submitted on the letter head of Chartered Accountant/CPA.

F-11

E-Banking Mandate Form

(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-12
POWER OF ATTORNEY (POA)

(to be submitted on the Non-Judicial stamp paper / Company's Letter Head)

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS”.

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

Name of Bidder: _____

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

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

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

(*)

- (l) In case of a single Bidder, the power of Attorney shall be issued as per the constitution of the bidder as below.
- a) **In case of Proprietorship:** By Proprietor
 - b) **In case of Partnership:** by all Partners or Managing Partner.
 - c) **In case of Limited Liability Partnership:** by any bidder's employee authorized in terms of Deed of LLP.
 - d) **In case of Public /Limited Company:** POA in favour of authorized employee(s) by Board of Directors through Board Resolution or by the designated officer authorized by Board to do so. Such Board Resolution should be duly countersigned by Company Secretary / MD / CMD / CEO.

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

SIGNATURE OF THE AUTHORIZED PERSON
(FOR SIGNING THE BID)

(Signature)

Name of person: _____

E-mail id: _____

DSC (Digital Signature Certificate) No.: _____

F-12A
BIDDER'S QUERIES FOR PRE BID MEETING

To,
M/s Talcher Fertilizers Limited

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS”.

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

SL. NO.	REFERENCE OF TENDER DOCUMENT				BIDDER'S QUERY	TFL'S REPLY
	SEC. NO.	Page No.	Clause No.	Subject		

NOTE: The Pre-Bid Queries may be sent by e-mail before due date for receipt of Bidder's queries.

SIGNATURE OF BIDDER: _____

NAME OF BIDDER : _____

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

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

F-14

FORMAT FOR CONTRACT AGREEMENT

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

DLOA / FOA / GeM Contract No. dated -----

Contract Agreement for the work of ----- of TALCHER FERTILIZERS LIMITED made on -
----- between (Name and Address)-----, hereinafter called the "CONTRACTOR" (which
term shall unless excluded by or repugnant to the subject or context include its successors and
permitted assignees) of the one part and TALCHER FERTILIZERS LIMITED hereinafter called the
"EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include
its successors and assignees) of the other part.

WHEREAS

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

AND WHEREAS

The Employer accepted the Tender of the Service Provider for the provision and the execution of the said Services at the rates stated in the Schedule of Rates of the Services and finally approved by Employer (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of Contract.

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

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

A N D

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

It is specifically and distinctly understood and agreed between the Employer and the Service Provider that the Service Provider shall have no right, title or interest in the Site made available by the Employer for execution of the Services or in the goods, articles, materials etc., brought on the said Site (unless the same specifically belongs to the Service Provider) and the Service Provider shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the Site or structures and the Employer shall have an absolute and unfettered right to take full possession of Site and to remove the Service Provider, their servants, agents and materials belonging to the Service Provider and lying on the Site.

The Service Provider shall be allowed to enter upon the Site for execution of the Services only as a licensee simpliciter and shall not have any claim, right, title or interest in the Site or the structures erected thereon and the Employer shall be entitled to terminate such license at any time without assigning any reason.

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said Site shall, unless otherwise expressly agreed under this Contract, exclusively belong to the Employer and the Service Provider shall have no right to claim over the same and such excavation and materials should be disposed off on account of the Employer according to the instruction in writing issued from time to time by the Engineer-In-Charge.

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

Signed and Delivered for and on behalf of EMPLOYER

Signed and Delivered for and on behalf of the CONTRACTOR.

TALCHER FERTILIZERS LIMITED

NAME OF CONTRACTOR

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____
2. _____
- _____
- _____

1. _____
2. _____
- _____
- _____

F-15

UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY
WITHIN STIPULATED TIME LINE
(to be submitted on letter head of bidder)

To,

M/s Talcher Fertilizers Limited,

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS”.

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

Dear Sir,

We hereby confirm that we have clearly understood the requirement of Contract Performance Security (CPS) / Security Deposit (SD) as specified in the tender document.

We also hereby confirm that in case of award of contract / order, we will submit Contract Performance Security (CPS) / Security Deposit (SD) within 30 days from the date of issuance of Notification of Award / Fax of Acceptance.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Bidder Name:

Seal:

F-16A

**UNDERTAKING REGARDING PROVISIONS FOR PROCUREMENT FROM A BIDDER WHICH
SHARES A LAND BORDER WITH INDIA
(to be submitted on letter head of bidder)**

To,

M/s Talcher Fertilizers Limited,

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS”.

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

(<https://doe.gov.in/procurement-policy-divisions>)

Dear Sir

We have read the Annexure regarding Provisions for Procurement from a Bidder which shares a land border with India (i.e. Annexure-I of ITB). Accordingly, we certify that bidder M/s _____ **(Name of Bidder)** is :

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

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

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-16B
UNDERTAKING ON LETTERHEAD
(Applicable in case of Transfer of Technology cases only)

To,

M/s Talcher Fertilizers Limited

SUB: HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS”.

TENDER NO: TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

REF: OM No. 7/10/2021-PPD(1) dated 23.02.2023 of Dept of Expenditure, Ministry of Finance, Government of India

<https://doe.gov.in/procurement-policy-divisions>

Dear Sir

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

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

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

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

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

F-17
UNDERTAKING FOR APPLICABILITY OF POLICY

NOT APPLICABLE

F-18

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

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

To,
M/s Talcher Fertilizers Limited

SUB:
DLOA NO.:

Dear Sir,

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

(i) Applicable to us []

(ii) Not Applicable to us []

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

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

Place:
Date:

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

F-19

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

[On the Letter-head of Contractor]

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

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

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

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

Place:
Date:

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

F-20

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.

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.

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.
 - 1.1 If it received any demand, directly or indirectly, for a bribe/ favour or any illegal gratification/ payment / benefit;
 - 2.1 If it comes to know of any unethical or illegal payment / benefit;
 - 3.1 If it makes any payment to any TFL associate.
- f. The Counterparty shall not make any false or misleading allegations against TFL or its associates.

II VIOLATIONS & CONSEQUENCES:

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



INDEPENDENT EXTERNAL MONITORS (IEMS)

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

1. Shri Sanjeev Prasad Narain Singh (Email ID: spns108@gmail.com)
2. Shri Anil Kumar Sharma (Email ID: 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) & Shri Anil Kumar Sharma (Email ID: aksharma1512@gmail.com) or with CC to them through their Nodal Officer - Sh. Vivek Mishra, Sr. Mgr. (C&P) - Email: 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."

Vivek Mishra



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

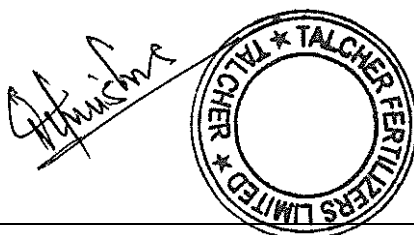
The Principal intends to award under laid down organizational procedures, contract/s for _____ . The Principal

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.

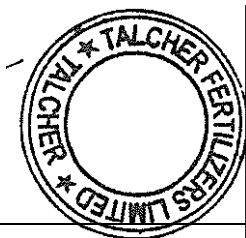
A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "TALCHER FERTILIZERS LIMITED" around the perimeter and "TALCHER" in the center, with two stars on either side of the center text.

- 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 Is/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,

Shishir



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".

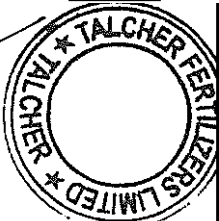
Section 4 - Compensation for Damages

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"

Prishma



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

- i) 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.
- ii) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- iii) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

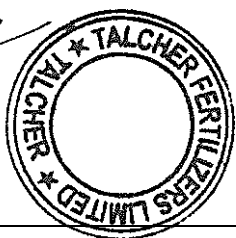
Section 7 - Criminal charges against violating Bidder (s) /Contractor (s) / Sub-contractor (s)

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

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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

Amish



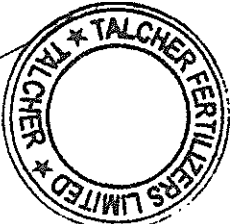
impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- v) 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.
- vi) 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.
- vii) 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.
- viii) The word 'Monitor' would include both singular and plural.
- ix) 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.
- x) 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.


Amish



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

- i) This agreement is subject to Indian Law. Place of performance and exclusive jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- ii) Changes and supplements as well as termination notices, if any, need to be made in writing. Side agreements have not been made.
- iii) 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.
- iv) 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.
- v) Issues like warranty/ guarantee, etc. shall be outside the purview of IEMs.
- vi) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in Integrity Pact will prevail.


Vivek Mishra
Senior Manager (C&P)
Talcher Fertilizers Limited
Talcher, Odisha

(For & on Behalf of Principal)

(Office Seal)

(For & on Behalf of Bidder/Contractor)

(Office Seal)

Place -----

Date _____

Witness 1:

(Sign, Name & Address)[FOR
PRINCIPAL]


.....
B. SUNIL PATRO, DY. MGR.
TFL, TALCHER, ANGIUL, ODISHA

Witness 2:

(Sign, Name & Address)

[FOR BIDDER/ CONTRACTOR]

SECTION-IV

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

GENERAL CONDITIONS OF
CONTRACT (GCC) FOR SERVICES IS
AVAILABLE ON TFL'S WEBSITE

<https://tflonline.co.in/general-conditions-of-contract-for-services.html>

SECTION-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT FOR CANTEEN, CATERING & PANTRY SERVICES

1.0 GENERAL:

- 1.1 The Special Condition of Contract shall be read in conjunction with the General Conditions of Contract, Schedule of rates, specifications, drawings, and any other documents forming part of contract whatsoever context so requires. Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 1.2 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 1.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 1.4 The materials, design, and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein, and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.5 Non-familiarity with site condition and unawareness of General Condition of contract will not be considered a reason either for extra claim or for not carrying out work in strict conformity with drawings and specifications.
- 1.6 No part of the contract nor any share or interest shall in any manner or degree be transferred, assigned, or sublet by the contractor directly or indirectly to any persons, firm or corporation who so ever without the consent in writing of the "OWNER".

2.0 SCOPE OF SERVICES:

The detailed Scope of Services is as mentioned in the Tender Document.

3.0 LOCATION OF SERVICES TO BE PROVIDED:

Vikrampur House & D1/D2/D10 Guest Houses for Catering & Pantry Services and Administrative building for Canteen Services of TFL. However, it is not limited to above said locations. It can be any other location inside the TFL plant / Township premises as instructed by EIC.

4.0 CONTRACT PERIOD:

The period of contract shall be 24 months from the date of commencement of services as per instruction of TFL on issuance of Contract Order through GeM

Portal. The period of contract can be extended for further period of up to maximum 06 (Six) months on the same rates, terms & conditions at the sole discretion of TFL.

Notice of intention to extend the contract (If required by TFL) will be given before the expiry of the contract.

- 5.0 It shall be the responsibility of the contractor to provide Police **Verification** documents of workers to the EIC before their deployment under this contract. TFL reserves the right to verify the antecedents of any worker and reject any of the contractor's employees. TFL shall be at liberty not to allow entry into its premises to any of the employees whose activities appear to be prejudicial to the safety, security, or other interest of the company.

6.0 MOBILISATION PERIOD:

Mobilization shall be as per the direction of EIC on issuance of the Contract Order through GeM Portal.

7.0 DEPLOYMENT OF PERSONNEL

- 7.1 **Deployment of number of manpower under various categories (along with their personal details) should be done with prior approval from EIC.** Service Provider shall ensure that his personnel deputed for or in connection with the provision of the Services shall be:

- (a) Trained, experienced and competent to do the jobs for which they are assigned.
- (b) Well dressed, well groomed, neat, and tidy and presentable to a standard reasonably required for the Service(s) for which they are assigned, and where required, shall be equipped with, and wear distinctive uniforms in keeping with their positions as well identify and distinguish them.
- (c) Polite, respectful, and courteous to all persons with whom they deal/interact.

- 8.0 Service provider shall provide at all times such supervisory personnel as are required to ensure observance of and compliance with the provisions of sub-clause (a) above by the service provider's personnel deputed to the Location(s) for and /or in connection with providing Services pursuant there to, for the distribution of work/job amongst such personnel and for controlling and supervising the performance of the works/jobs by them, and for controlling and supervising the performance of the works/jobs by them, and for ensuring deployment of substitutes (if and when necessary), and to gauge and understand on a continuous basis the requirements of TFL in relation to the Services and to communicate with TFL's Personnel for the purpose, and to ensure due, timely and proper performance of the Services. **The wages for the supervisors engaged by the contractor are not in the scope of this contract. It should be paid separately by the contractor.**

8.1 **RESPONSIBILITIES OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR/INDUSTRIAL LAWS:**

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

Sl. No.	Wage components	Rates
1.	Minimum Wage	Minimum Rates of wages as notified by Central Government or State Government whichever is higher, on the date of floating the tender and subsequently any escalation / de-escalation by the Govt. Notification.
2.	Provident Fund contribution including Employee Deposit Linked Insurance (EDLI)& Administrative Charges	13% of basic wages
3.	Employee State Insurance (ESI) contribution or Insurance Policy Coverage under Employee's Compensation Act, 1923	3.25% of basic wage in case ESI is applicable. Where ESI is not applicable, the cost of insurance coverage obtained under Employee's Compensation Act, 1923 up to 10.86 lacs (Rupees Ten Lacs Eighty-Six Thousand only) per contract worker will be reimbursed to the contractor by TFL on submission of copy of insurance policy.
4.	Bonus	8.33% of basic wage (To be paid to the contract workers during festival time by the contractor and seek reimbursement on submission of proof of payment of bonus).
5.	Death Gratuity	4.81% of Basic wage - Death gratuity in cases of death or permanent disablement during the currency of the contract as per the provisions of Payment of Gratuity Act, 1972 and will be reimbursed to the contractor on submission of copy of proof of disbursement of gratuity to the family members of the deceased contract employee. Nomination form as prescribed under Payment of Wages Act 1936 must be kept on record and should be considered for extending benefit.
6.	Leave wages as per Factories Act / Rules or Shops & Establishment Act of respective State	4.81% of basic wage will be paid in case contract worker does not avail earn leave. Compliance to be done in terms of the statutory provisions and same be reflected in Attendance. Register and Leave Records by the contractor.
7.	Overtime for working max. 50 hrs. per Qtr. to be paid quarterly on actual.	14% of the basic wage Over time as applicable under Factories Act, 1948 or Shops & Establishment Acts of respective State. Disbursement should be maintained in Overtime Register prescribed in CL(R&A) Act, 1970.
8.	Premium for Pradhan Mantri Suraksha Bima Yojana (PMSBY)	Rs.20 per Annum

9.	Premium for Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)	Rs.436 per Annum
10.	Premium for Group Personal Accident Insurance Policy with coverage of Rs.3 lakhs	0.33% of the Basic + DA

- 8.2 Contractor shall ensure that all its personnel deployed under this contract have obtained additional insurance coverage under the **Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY)** through the participating banks and submit the proof of such insurance coverage to the satisfaction of TFL. Further, the contractor shall ensure coverage of Rs.3 lakhs per contract Labour by taking a **Group Personal Accident Insurance Policy** and submit proof of the same to TFL.

Schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years.

The contractor is required to take a Group Personal Accident Insurance Policy of Rs.3 Lakhs per Contract Labour to cover expenses associated with any accident which may result in death, temporary/permanent disablement or any other medical expenses related to the accident.

- 8.3 Contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and extend benefits of Provident Fund, Employee Deposit Linked Insurance and Employee Pension Scheme, 1995.
- 8.4 The contractor shall have his own ESI code No. allotted by Employee state insurance Corporation (ESIC) as required under Employee state Insurance Act 1948.
- 8.5 The contractors shall submit the Electronic Challans cum Returns (ECR) along with bank receipts/bank statement on monthly basis for the proof of depositing of PF contribution with provident Fund Authorities and ESI contribution with ESI authorities.
- 8.6 The contractor is responsible for obtaining the Labour license under the provisions of the Contract Labour (R & A) Act, 1970 from the office of ALC (Central), Ministry of Labour, Govt. of India, Angul.
- 8.7 The Contractor shall discharge obligations as provided under various statutory enactment including the employees provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Employee's compensation Act, 1923, Employees' state insurance Act 1948, Inter- State Migrant Workmen (Regulation of E.C.S) Act, 1979, The Factories Act, 1948, The Maternity Benefit Act, 1961, Payment of Gratuity Act, 1972, The Payment of Bonus Act, 1965 and other relevant acts, rules and regulations enforced from time to time. Further, on changes in the Labour Laws as would be notified by the Central Govt. and as such the contractor is bound to abide by such changes and obliged to implement the same.

- 8.8 The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day for the subsequent month through e-banking. On disbursement of wages the authorized representative and Engineer In-charge have to certify the payment of wages to the contract workers and sign the e-banking wage sheet / bank statement jointly.
- 8.9 The contractor shall be solely responsible and indemnify the TFL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any deployed by him.
- 8.10 The contractor shall indemnify TFL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- 8.11 All personnel deployed by the contractor should be on the rolls of the contractor.
- 8.12 No contract worker below the age of 18 years shall be deployed on the work.
- 8.13 The contractor shall engage supervisors who shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations. **The wages for the supervisors engaged by the contractor are not in the scope of this contract. It should be paid separately by the contractor.**
- 8.14 Contractor shall provide proper identification cards for his employees to be deputed by him for work/services, duly signed by the contractor or authorized person on behalf of contract.
- 8.15 Contractor has to deploy the personnel with no past criminal records. Also, the contractor has to provide police verification for all the persons deployed by him.
- 8.16 While confirming to any of these conditions, the contractor should ensure that no law of state regarding Labour, their welfare, conduct etc., is violated, the contractor shall indemnify TFL for any action brought against him for violation, non-compliance of any act, rules & regulation of Centre/state/local statutory authorities.
- 8.17 Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages Act, 1948, payment of wages Act, 1936 & The Contract Labour(R&A) Act, 1970.
- 8.18 Payment of wages to Contract Worker must be made through E-Banking and duly stamped e-banking wage sheet / bank statement of the bank must be duly certified and signed by both the Contractor and EIC. Further, a copy of certified duly stamped e-banking monthly wage sheet / bank statement must be submitted to EIC along with subsequent monthly bill.
- 8.19 In case of accident, injury and death caused to the employee of the contractor while executing the work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify TFL from all such liabilities.
- 8.20 The contractor is required to deposit ESI contributions through banks with Employee State Insurance Corporation on monthly basis and has to arrange Smart

Cards to contract labours engaged by him from the Corporation.

- 8.21 The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome, or infectious disease. The contractor shall get examined his employees/ persons deployed from a civil govt. doctor before engagement and submit proof to TFL for the same.
- 8.22 No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner/ TFL will terminate the contract immediately and may refer the case to police.
- 8.23 The contractor hereby agrees to indemnify owner/TFL and harmless from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against owner/TFL.
- 8.24 The contractor is required to file Half Yearly Return in FORM - XXIV before concerned RLC (Central), the Licensing Officer within 30 days from the end of Half Year.

The following documents shall be submitted by the Agency/contractor to the Engineer in-Charge at various stages during the currency of the contract:

a) Immediately after issuance of Contract Order:

1. Application for issuance of Form-III for obtaining Labour License from Licensing Authority.
2. Copy of Labour License before commencement of work.
3. List of persons along with designation, Employee No., PF account, ESI card No., Insurance coverage No. etc.
4. Copies of Appointment Letters to the persons to be engaged in TFL by the contractor.
5. Copies of Employment/Identity Card issued by the contractor for the persons to be engaged in TFL.
6. Copy of Provident Fund Registration Certificate issued by concerned Regional Provident Fund Commissioner.
7. Copy of FORM 5 submitted by the contractor to Regional Provident Fund Commissioner in respect of contract workers who are eligible to become members of the fund for the first time along with copies of declaration in FORM 2 furnished by such contract workers.
8. Copies of allotment of Provident Fund A/c No. and contribution cards of all the individual contract workers engaged by him.
9. Copy of Employee State Insurance Registration Certificate issued by concerned ESIC. (Wherever applicable).
10. Copies of return in FORM 3 submitted by the contractor to the ESIC with respect to declaration by contract workers for enrolment with ESIC.
11. Copies of ESI Identity/smart Card of persons to be engaged in TFL
12. In case ESI is not applicable, copy of insurance coverage/policy along with details of contract workers and sum assured in terms of Employees Compensation Act, 1923 and copy of renewal of policy from time to time.
13. Documents relating to PMSBY & PMJJBY for each contract worker.
14. Policy towards Group Personal Accident Insurance Policy Coverage of Rs.3 Lakhs for each worker.

b) At the time of submission of monthly bills:

1. Monthly bill duly certified by the contractor or his authorized representative.
2. Copy of wage register duly certified by the contractor or his authorized bank and duly certified by the contractor or his authorized representative and EIC of TFL.
3. Copy of e-banking wage sheet / bank statement duly stamped by designated bank and duly certified by the Contractor or his authorized representative & TFL EIC.
4. Copy of e-banking wage sheet duly signed by authorized representative of the Contractor and TFL certifying as "Certified that the amount shown in the column No..... has been paid to workman concerned through E-banking on(date) at..... (place)."
5. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of provident Fund contribution with RPFC along with details of employees and provident Fund A/C No.
6. Copy of Electronic Challan cum Return (ECR) and bank remittance slip for the proof of deposit of ESI contribution with ESIC along with details of contributions of employees and employer etc. for the previous month.
7. Statement of disbursement of Quarterly Bonus/Ex gratia, Overtime & Leave Wages etc.

8.25 Contractor is required to maintain the statutory records and registers for applicable Labour laws as prescribed under the following rules-

- i. Ease of compliance to Maintain Registers under the various Labour laws, 2017.
- ii. Rationalization of Forms and Reports under certain Labour Laws Rules, 2017.

The contractor has to maintain the following (but not limited to) Registers/Forms/Reports>Returns at all times:

- a. Employee Register in Form-A
- b. Wage Register in Form-B
- c. Register of Loan/Recoveries in Form-C
- d. Attendance Registers in Form-D
- e. Register of Rest/Leave/Leave Wages in Form-E
- f. Copies of Wage Slips in Form-XIX
- g. Copies of Employment Card in Form-XII

On changes in the Labour Laws as would be notified by the Central Govt. and as such the contractor is bound to abide by such changes.

Contractor is also liable to comply with all applicable laws and regulations passed, modified, notified from time to time by the central Govt., State & Local Govt. Agencies/ Authorities. Specific attention of the contractor is drawn to the following Acts/Policies-

- a. The Minimum wages Act, 1948
- b. The Payment of Wages Act, 1936
- c. The Employees Provident Fund & Miscellaneous provisions Act, 1952
- d. The Employees State Insurance Act, 1948
- e. The Employees Compensation Act, 1923
- f. Group Personal Accident Insurance Policy

- g. The Payment of Bonus Act, 1965
 - h. Inter-State Migrant Workmen (Regulation of E.C.S) Act, 1979
 - i. The Contract Labour (Regulation & Abolition) Act, 1970
 - j. Payment of Gratuity Act, 1972
 - k. The Factories Act, 1948
 - l. The Maternity Benefit Act, 1961
 - m. Any other Act as would be applicable.
- iii. Employee State Insurance Act, 1948: During the currency of the contract, the contractor has to maintain registers e.g.:
- a. Register of employees in FORM-6
 - b. Accident Book in FORM-11
- iv. Provident Fund & Misc. Provisions Act, 1952
- a. Monthly return in FORM 5 for employees qualifying for membership of the PF fund.
 - b. Contribution card in FORM 4
 - c. Return of contribution card sent to the Commissioner on expiry of the Financial Year in FORM 6
 - d. Consolidated annual contribution statement in FORM 6. Copy of same should also be given to the individual contract worker and EIC every year.

8.26 At the time of closure of contract:

- i. The contractor has to submit Indemnity Bond of Rs.100/- duly notarized from Notary indemnifying TFL from all liabilities w.r.t. the persons engaged by the contractor regarding payment of wages, provident Fund/ESI contributions, Insurance and other payments in Performa Indemnity Bond.
- ii. Copy of the **Wage Register** in **FORM – B** for the last month.
- iii. Copies of **Service Certificates** issue to contract labours by the contractor in **FORM VIII** of The Contract Labour (R&A) Central Rules, 1971
- iv. Copy of the ECR related to EPF and ESIC Compliance in respect of Contract Labours.
- v. Details as required for issuance of **FORM - VII (Notice of Completion of Work)**
- vi. Copy of proof of payment towards Bonus/Ex-Gratia, Leave Wages & Over time to the Contract Labours.
- vii. Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.

8.27 Notwithstanding anything above, in case of any further requirements under the law or statues due to amendment or change in law, same should be complied by the contractor.

9.0 TERMS OF PAYMENT:

- 9.1 The contractor shall submit monthly bill along with the work details completed by them supported by all relevant documents in duplicate to the Engineer-in-Charge (EIC) after distribution of wages to the deployed manpower for certification, verification & onward submission to Finance Dept. for payments.
- 9.2 The contractor will be paid within 30 days from the date of submission of bill to EIC subject to the provision of adjustment of dues and statutory deductions as

applicable.

- 9.3 In case, any damage to TFL property occurs during the work by the contractor or his employees, deduction will be made from the total claims according to the evaluated cost of damage article. Evaluation of the damage will be at the sole discretion of TFL.
- 9.4 As per provisions contained in statutory Labour / Industrial Laws, copy of wage sheet, wage slip, PF and ESIC latest challans should be enclosed with the monthly bills.
- 9.5 No Mobilization advance shall be paid to the contractor.

9.6 **PAYING AUTHORITY**

Director (Finance),
Talcher Fertilizers Limited
Vikrampur, Talcher

10.0 **PRICE BASIS:**

- 10.1 For the purpose of calculating wages payable to the personnel providing Canteen services to TFL, of the following rates shall be considered:

Basic + DA as per Area "C" defined by Ministry of Labour and Employment under order pertaining to "CONSTRUCTION OR MAINTENANCE OF ROADS OR RUNWAYS OR IN BUILDING OPERATIONS INCLUDING LAYING DOWN UNDERGROUND ELECTRIC, WIRELESS, RADIO, TELEVISION, TELEPHONE, TELEGRAPH AND OVERSEAS COMMUNICATION CABLES AND SIMILAR OTHER UNDERGROUND CABLING WORK, ELECTRIC LINES, WATER SUPPLY LINES AND SEWERAGE PIPELINES" for Skilled and Unskilled Manpower. For purpose of evaluation of this tender, latest rates as per order no. F.No. 1/8(1)/2023-LS-II dated 26.09.2023 has been considered.

Monthly wage component structure considering higher of the above rates shall be as follows:

Sl. No.	Wage Component Description	% of Basic + DA	In INR per month per person (Unskilled Manpower) (26 days)	In INR per Month per person (Skilled Manpower) (26 days)
1	Basic + DA		13104.00	18434.00
2	PF including EDLI and Administrative Charges	13%	1703.52	2396.42
3	ESIC	3.25%	425.88	599.11
4	Bonus (Ex - gratia in lieu of bonus to be paid quarterly)	8.33%	1091.56	1535.55
5	Leave wage (to be paid quarterly)	4.81%	630.30	886.68
6	Gratuity (payable at the time of occurrence)	4.81%	630.30	886.68
7	Over time (max. 50 hrs. per quarter, to be paid quarterly on actuals)	14%	1834.56	2580.76
8	Premium for Group Personal Accident Insurance	0.33%	43.24	60.83
9	Premium for PMSBY	Rs 20 /Annum	1.67	1.67
10	Premium for PMJJBY	Rs 436 /Annum	36.33	36.33

10.2 The bidders will be quoting in Schedule of rates for the Service Charge (in % age) in the tender document. Quoted rate shall be firm and valid till the complete execution of the order as per the FOA/DLOA. In case, any upward revision in the minimum wages is notified by the Appropriate Govt. during the period of contract, TFL shall reimburse only the additional financial implication arising out of such upward revision in Minimum Wages including implications of associated wage components mentioned as above at Sl. No.- 1 to 10 (If any) to the contractor. The contractor is required to submit documentary proof for reimbursement of such additional financial implication. The arrear (if any) due to time gap between the date of notification and actual date of claim by the contractor shall also be paid.

However, there will be no reimbursement in such case towards (i.) the overhead towards Minimum infrastructure to be maintained by the contractor, running office expenses coordination with statutory authorities, charges towards bank guarantees (BG), interest on working capital, documentation charge and reasonable profit margin and (ii) quoted service charge amount.

10.3 For this Contract the minimum wages of Skilled & Unskilled Labour on the date of floating of the tender shall be taken. "The wages will be revised as and when the revision is effected by Office of CLC, New Delhi or State Govt., whichever is higher from time to time. It shall be the responsibility of the CONTRACTOR to inform OWNER of any Basic + DA rate revision done by the statutory authorities and submit documentary evidence of the same so that OWNER complies with latest such order.

10.4 In terms of Section (2) of the Maternity Benefit Act-1961, a woman will be entitled to maternity benefits admissible in case of delivery and miscarriage/medical termination of pregnancy. This shall be sole responsibility of the bidder. Thus, bidders should take into their account this liability while quoting service charges.

10.5 Security deposit shall be forfeited, and contract shall be terminated in case if complaint against contractor is received against less wages or non-payment of minimum wages. All payments including advance to Labour by the contractor should be through bank transaction only. Cash payment is strictly prohibited. In case, it is found that payment to workers is made in cash, this will be treated as default and such Act are liable for termination of contract also.

10.6 Bidders are advised in their own interest to visit office and ascertain the conditions and quantum of work before quoting.

10.7 Bidder should take care of GST (if applicable) while quoting rates and should separately indicate rate of GST to be charged in their monthly bills.

10.8 The rate quoted by the bidder shall be all inclusive for provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the Terms & Conditions of the Tender.

10.9 The services not provided during the month against each category shall be recovered proportionately on pro-rata basis for category from the monthly bills of the contractor.

11.0 **PENALTY:**

11.1 In case the contractor is not able to mobilize within the time specified by EIC, a penalty.

@ Rs.1000/- per day shall be imposed on the contractor up to a **maximum amount of Rs. 25000.00.**

In case, Contractor does not release the payment of wages and other dues to the personnel, if any, deployed by him latest by 7th day of the subsequent month, a penalty **@ Rs.100/- per day per contract Labour** shall be imposed on the contractor up to a **maximum amount of Rs. 25000.00 per monthly billing.**

11.2 On running meals during breakfast, lunch, dinner, tea etc. if any shortfall with respect to quality or quantity is found, a penalty up to **Rs.500/- per occasion** shall be imposed on the contractor or as decided by the EIC.

11.3 In case contractor procures materials, which are of sub-standard quality and not approved by the EIC or authorized representative of TFL, penalty of **Rs.500/- will be levied on each occasion.**

11.4 If any of the required material is found out of stock during the regular visit / surprise visit of EIC or his representative, a penalty up to **Rs.1000/- per day** would be imposed on the contractor.

11.5 Complaints of misbehavior or negligence on the part of contract Labour a penalty of **Rs.1000/-** per instance would be imposed on the contractor.

11.6 Non wearing of uniform/wearing on tidy uniform by the contract Labour on duty a penalty of **Rs.50/- per day per contract Labour** would be imposed on the contractor.

11.7 If any sort of adulteration, unwanted ingredients such as stones, soil, eggshell, human hair, glass or crockery chips, paper, wood insects, flies or non-usable liquid is noticed in Dishes, the same shall be rejected and a penalty up to **Rs. 1000/- will be imposed each time** or as decided by EIC.

11.8 Besides the above, for any deviation (s) from the execution of Scope of Services, a penalty up to **Rs.1000/- per occasion** shall be imposed.

SECTION-VI

SCOPE OF SERVICES / **WORK**

SCOPE OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES

1 Introduction:

Talcher Fertilizers Limited (TFL) is a joint venture company of GAIL (India) Limited, Rastriya Chemicals & Fertilizers Limited (RCF), Coal India Limited (CIL) & Fertilizer Corporation of India Limited (FCIL) and having its project office at GAIL Training Institute, NOIDA & Site office at administrative building in the premises of closed FCIL, Talcher, P.O-Vikrampur, Dist.: Angul (Odisha). Talcher Fertilizer Complex is located approximately 10 Kms. from Angul Town.

2 Scope of Services:

M/s. Talcher Fertilizers Limited is willing to line up a contract for Canteen, Catering & Pantry Services at **“Vikrampur House, Administrative building & D1/D2/D10 Guest Houses of Talcher Fertilizers Limited (TFL), P.O-Vikrampur, Dist.- Angul (Odisha)”** for **Two years** in strict compliance with mentioned Scope of Services detailed item wise as mentioned below and abiding to terms & conditions. **However, it is not limited to above said locations. It can be any other location inside the TFL plant / Township premises as instructed by EIC.**

The Bidder is advised to visit Talcher site of TFL for assessing the quantum workload and obtain on its own all information that may be necessary for preparing the Bid and entering a Contract for the required job. The costs of visiting the site shall be borne by the Bidder.

The Bidder shall not be entitled to hold any claim against TALCHER FERTILIZERS LIMITED for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information about site, surrounding, working conditions, weather etc. on its own before submission of the bid.

I. Vikrampur Guest House

Vikrampur house is having 40 Rooms, Kitchen, Panel room, etc. of having 1818sq.m. Of plinth area and other surround area excluding plinth area within the Boundary of Vikrampur House.

Service towards Catering/Pantry Services required at Vikrampur House is as under: -

a. Catering Manpower:

Manpower for Catering/pantry services for Vikrampur House, TFL, Talcher are as follows: -

S. No.	Category of Workmen	No. of Shift(s) / Day	No. of Workmen required/shift	Total Manpower required / day	Reliever
1	Caretaker (Skilled)	1	1	1	0
2	HD. Cook (Skilled)	2	1	2	1
3	Cook Helper (Un-Skilled)	2	2	4	1
4	Attendant (Un-skilled)	2	1	2	1
5	Dish Washer (Un-Skilled)	2	1	2	0
Total Manpower				11	3
Grand Total			14		

Manpower per day shall in no case exceed 11. Relievers are provided to give relief for weekly day of rest/holiday/etc. to the sanctioned manpower as per column no.- 5 as per the requirement.

Contractor shall make deployment of sufficient manpower along with relievers for weekly off as per **Annexure-1** to ensure that all the services specified in the Scope of Services towards the Catering/Pantry services are accomplished satisfactorily and to be completed as per time schedule on daily basis.

b. Catering/Pantry Services:

The Contractor shall provide the following type of catering services to officials/guests/dignitaries/participants at locations mentioned in **Annexure-2**. The Contractor should be ready to commence effective operation of catering services in all respect on shift basis from 06 AM to 10 PM on weekdays and from 06.30 AM to 10.30 PM on holidays/weekends. The Contractor must ensure that catering services are not adversely affected during the given timings and as per the requirements of the services. At all times, Supervisor, Cook and adequate support team is available with sufficient feed stock. Catering services shall broadly include the following: -

- Tea, Coffee, Soft beverages etc.
- Break-fast as per pre-approved menu.
- Hi-Tea
- Lunch-Continental/Indian/Chinese.
- Dinner- Continental/Indian/Chinese.
- Live food counters- Continental/Indian/Chinese.
- Snacks/Refreshments- Continental/Indian/Chinese.
- Packed Lunch/Dinner
- Outsourcing of food items from external vendors as per requirement.
- Any other type of catering requirement

The Contractor must always be equipped to arrange lunch & dinner with in 2hr notice & any other catering facility like high tea etc. within a short notice of 30 minutes.

Under catering/pantry services TFL will reimburse monthly charge to the vendor towards engaging 14 nos. of staffs inclusive of relievers and engagement of max. 11 nos. manpower on any day as mentioned in SOR. Further, Cook & Supervisors should have adequate knowledge in their respective fields. TFL will also pay towards food items ordered officially by EIC or its representative for official use as per rates mentioned in **Annexure- 3(A) & 3(B)**.

Contractor will display menu in professional manner at identified locations as per approval of EIC.

Contractor will be required to provide catering facility at special events. However, where rates for additional service are not available in the tender, the same shall be mutually decided on reasonable basis prior to organizing the event.

To provide hot tea/coffee, contractor may install vending machine at its own cost for this purpose. Any cost of vending machine, tea bags, milk, dry snacks, soft beverages, and other food items will be borne by the Contractor.

c. Accommodation & Transport arrangement:

The contractor must make own arrangement for accommodation for himself & deployed staff. Further, contractor must make arrangement of delivery van in good running condition for carrying its staff & food material at his own cost. Similarly, for delivery of food items in plant, contractor must make his own arrangement for delivery of items. **Bachelor accommodation shall be provided by TFL on chargeable basis @ Rs. 4 /sq. Feet of Plinth area depending on availability on the request of the contractor (Applicable taxes shall be extra) and the same shall be deducted from the bill.**

d. Cleanliness:

Contractor will be responsible for basic cleaning of Kitchen/Catering/Pantry and Kitchen equipment's used for providing catering facility and disposal of wet dry garbage/ waste material like Tea leaves, leftover food in proper refuse bins on daily basis. Plastic bags shall be used in all the dust bins in cafeteria/dining hall and kitchen for easy collection and disposal of waste requires to be done. Garbage should never be kept overnight in the premises.

e. Quality Maintenance:

Except for locations where kitchen is available, food items pertaining to menu may be cooked at the contractor's kitchen & transported to locations. However, contractor must seek prior permission from EIC for such an arrangement. In such cases, TFL will have the right to visit the contractor's kitchen at any time without giving any kind of notice. If required, statutory authorities shall also be informed to accompany during inspection.

The quality of service provided by vendor will be judged based on hygiene audit conducted as per CHS by representatives of TFL or EIC. The contractor must ensure that the CHS is not below 96%, failing which recovery will be imposed on the contractor & recovered from bills. Refer CHS indicative format at **Annexure-4**.

The eatables must be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, eggshell, human hair, glass or crockery chips, paper, wood, insects, flies, or non-useable liquid. Dishes

containing such things shall be rejected and recovery will be imposed each time if such unwanted materials are noticed.

All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Contractor will be responsible for their hygienic fitness. Milk and milk products such as curd, yogurt, butter, paneer, cottage cheese etc. shall be of acceptable standard and should be prepared and served fresh.

Contractor will ensure high quality of food items Aggmark, ISI standard, FSSAI. Meat should as per standards prescribed by FSSAI and it should be sourced only from government approved outlets. No unutilized cooked material is to be stored in TFL premises & vendor will be responsible for its day-to-day disposal. Cooking Oil must not be utilized for more than two times and thereafter it must be taken out of TFL premises. Unacceptable quality material will be liable for rejection/disposal and/or recovery. Therefore, Contractor must ensure that only pre-approved material is bought in TFL premises. For ready reference, list of acceptable quality of raw material is mentioned in **Annexure-5**.

For preparation of various food items adequate raw materials shall be always ensured to meet contingencies. Further, at TFL locations where it is difficult to procure raw materials on daily basis the contractor shall keep adequate stock of raw material for meeting requirements for at least 15 days. Also, during emergency contractor may be asked to keep more stocks to meet any eventuality. EIC shall have power to inspect & verify the same.

Adequate sets of uniform at least 2 sets per year should be ensured by the Contractor to the deployed staff to maintain proper hygiene in day-to-day functioning. Sample of such uniform shall be approved by EIC, Refer **Annexure-6**.

f. Inspection:

The Contractor shall allow the food inspector/company's authorized medical attendant to inspect the food items as per the provision of food adulteration Act. The Contractor shall abide by all laws applicable.

The Contractor shall submit in the prescribed format on daily basis a checklist regarding services within its scope to EIC, refer **Annexure-7**.

TFL shall not be responsible for any amount/dues of the Contractor arising out of supply of eatables to any person/individual unless order has been placed officially by EIC or its representative.

In case of dispute regarding the service, quality or the quantity of the food stuff, snacks, tea etc. the decision of the EIC (Engineer In-Charge) of TFL will be final and binding.

The Contractor shall inform in writing and declare one of his employees as authorized representative for day-to-day coordination. Contractor or its representative may also be required to attend the meeting as & when required basis.

g. Provision for Infrastructure:

TFL will provide electricity, water, and space for Kitchen. Contractor has to maintain at all-time kitchen appliances, gadgets, equipment's and utensils etc. provided by TFL, as required to cook, store & serve food in hygienic/temperate condition.

Contractor will be always responsible for the safe custody and storage of its own material.

Contractor will repair & maintain kitchen appliances, gadget, equipment's, and utensils provided by TFL at its own cost.

All equipment's will be serviced by the contractor from time to time and ensured that it is safe for operation and does not cause any loss to any living being and/or property.

The Contractor must always ensure that only permitted LPG Cylinders are brought in TFL premises for cooking purpose. The cylinders must be fitted with company (government approved supplier) approved regulators and gas supply pipe/equipment's always ensuring safety and LPG Cost shall be borne by the Contractor.

TFL shall provide other required infrastructure for the Vikrampur House as per requirements.

TFL shall provide kitchen appliances, gadgets, equipment's, and utensils etc. as per availability for the Vikrampur House. A list of such items shall be handed over to the contractor who shall handover at the time of closure of the contract. In case of failure to return possession of aforesaid infrastructure TFL may levy damages as deemed fit, which shall be binding on the contractor.

EIC shall assess the kitchen appliances, gadgets, equipment's and utensils & shall recover costs of damages from the monthly bills of the contractor.

The contractor shall be responsible for proper caretaking & maintenance of kitchen appliances, gadgets, equipment's, and utensils provided by TFL. In case of breakdown of the above due to carelessness & mishandling of canteen staff it shall be the responsibility of contractor to repair it at his own cost, however, in case the same is repaired by TFL then the cost of such repairs shall be recovered from the monthly bills of the contractor.

The contractor shall ensure that all kitchen appliances, gadgets, equipment's, and utensils are maintained in good running conditions. In case any of the above is not found in running condition then the contractor must get it repaired within a reasonable time but not more than 7 days up to satisfaction of EIC.

h. Medical:

The Contractor will ensure that all personnel engaged are medically fit and medical certificate shall be furnished in the prescribed format. The Contractor will furnish medical certificate of staff deployed once in a year preferably from Govt. Hospital or any other PVT. Hospital at its own cost, refer **Annexure-8**. During the medical examination, if any of the staff of the Contractor is found medically unfit for continuation under this contract, the Contractor will have to immediately relieve such employee forthwith and provide suitable substitute immediately. The Contractor will be responsible for any compensation to such employees who are declared as medically unfit.

II Administrative Building

Administrative Building is having 2 storied comprising of Office Rooms, Corridors, Staircases, Entry area, Toilets, Canteen, Model rooms, Peripheral

area & Panel room, etc. of having 1635sq.m. Of plinth area and other surround area (Excluding Plinth Area) within the Boundary of Administrative Building.

a. Canteen Services Manpower:

Manpower for Canteen Services for Administrative Building, TFL, Talcher are as follows: -

S.No.	Category of Workmen	No. of shift(s)/Day	No of Workmen required/shift	Total manpower required /day	Reliever
1	HD. Cook (Skilled)	1	2	2	1
2	Cook Helper (Un-Skilled)	1	1	1	1
3	Dish Washer (Un-Skilled)	1	1	2	0
4	Cook/Supervisor (Skilled)	1	1	1	0
5	Canteen Boy (Un-Skilled)	1	1	1	0
Total Manpower				7	2
Grand Total				9	

Manpower per day shall in no case exceed 7. Sanctioned manpower as per column no.-5 should be maintained.

Contractor shall make deployment of sufficient manpower as per **Annexure-1** to ensure that all the services specified in the Scope of Services towards the Canteen services are accomplished satisfactorily and to be completed as per time schedule on daily basis.

b. Catering/Pantry/Canteen Services:

The Contractor shall provide the following type of canteen services to officials/guests/dignitaries/participants at locations mentioned in **Annexure-2**. The Contractor should be ready to commence effective operation of canteen services in all respect from 08 AM to 06.00 PM excluding holidays. The Contractor must ensure that catering services are not adversely affected during the given timings and as per the requirements of the services. At alltimes, Hd. Cook, cook helper, Dish Washer, Canteen Supervisor, canteen boy and adequate support team is available with sufficient feed stock. Catering services shall broadly include the following: -

- Tea, Coffee, Soft beverages etc.
- Break-fast as per pre-approved menu.
- Lunch
- Snacks/Refreshments
- Packed Lunch/Dinner
- Any other type of catering requirement

The Contractor must always be equipped to arrange lunch as per the requirements & any other catering facility like tea, snacks, etc. within a short notice of 30 minutes.

Under canteen services TFL will reimburse monthly charges to the contractor towards engaging 09 nos. of staffs inclusive of relievers and engagement of max. 07 nos. of manpower on any day as mentioned in the SOR. Further, Hd. Cook, cook helper, Dish Washer, Canteen Supervisor, canteen boy should have adequate knowledge in their respective fields. TFL will also pay towards food items ordered officially by EIC or its representative for official use as per rates mentioned in **Annexure-3(A) & 3(B)**.

Contractor will display every day's menu in professional manner at identified locations as per approval of EIC.

Contractor will be required to provide catering/canteen facility at special events. However, where rates for additional service are not available in the tender, the same shall be mutually decided on reasonable basis prior to organizing the event.

To provide hot tea/coffee contractor may install vending machine at its own cost for this purpose. Any cost of vending machine, tea bags, milk, dry snacks, soft beverages, and other food items will be borne by the Contractor.

c. Accommodation & Transport arrangement:

The contractor has to make own arrangement for accommodation for himself & deployed staff. Further, contractor has to make arrangement of delivery van in good running condition for carrying its staff & food material at his own cost. Similarly, for delivery of food items in plant, contractor has to make his own arrangement for delivery of items. **Bachelor accommodation shall be provided by TFL on chargeable basis @ Rs. 4 /sq. Feet of Plinth area depending on availability on the request of the contractor (Applicable taxes shall be extra) and the same shall be deducted from the bill.**

d. Cleanliness:

Contractor will be responsible for basic cleaning of Kitchen/Catering/Pantry and Kitchen equipment's used for providing catering facility and disposal of wet dry garbage/ waste material like Tea leaves, leftover food in proper refuse bins on daily basis. Plastic bags shall be used in all the dust bins in cafeteria/dining hall and kitchen for easy collection and disposal of waste requires to be done. Garbage should never be kept overnight in the premises.

e. Quality Maintenance:

Except for locations where kitchen is available, food items pertaining to menu may be cooked at the Contractor's kitchen & transported to location. However, Contractor has to seek prior permission from EIC for such an arrangement. In such cases, TFL will have the right to visit the Contractor's kitchen at any time without giving any kind of notice. If required, statutory authorities shall also be informed to accompany during inspection.

The quality of service provided by contractor will be judged based on hygiene audit conducted as per CHS by representatives of TFL or EIC. The contractor must ensure that the CHS is not below 96%, failing which recovery will be

imposed on the contractor & recovered bills. Refer CHS indicative format at **Annexure-4**.

The eatables must be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, eggshell, human hair, glass or crockery chips, paper, wood, insects, flies, or non-useable liquid. Dishes containing such things shall be rejected and recovery will be imposed each time if such unwanted materials are noticed.

All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Contractor will be responsible for their hygienic fitness. Milk and milk products such as curd, yogurt, butter, paneer, cottage cheese etc. shall be of acceptable standard and should be prepared and served fresh.

Contractor will ensure high quality of food items Aggmark, ISI standard, FSSAI. Meat should as per standards prescribed by FSSAI and it should be sourced only from government approved outlets. No unutilized cooked material is to be stored in TFL premises & vendor will be responsible for its day-to-day disposal.

Cooking Oil must not be utilized for more than two times and thereafter it must be taken out of TFL premises. Unacceptable quality material will be liable for rejection/disposal and/or recovery. Therefore, vendor must ensure that only pre-approved material is bought in TFL premises. For ready reference, list of acceptable quality of raw material is mentioned in **Annexure- 5**.

For preparation of various food items adequate raw materials shall be always ensured to meet contingencies. Further, at TFL locations, where it is difficult to procure raw materials on daily basis the contractor shall keep adequate stock of raw material for meeting requirements for at least 15 days. Also, during emergency contractor may be asked to keep more stocks to meet any eventuality. EIC shall have power to inspect & verify the same.

Adequate sets of uniform at least 2sets per year should be ensured by the Contractor to the deployed staff to maintain proper hygiene in day-to-day functioning. Sample of such uniform shall be approved by EIC, Refer **Annexure-6**.

f. Inspection:

The Contractor shall allow the food inspector/company's authorized medical attendant to inspect the food items as per the provision of food adulteration Act. The Contractor shall abide by all laws applicable.

The Contractor shall submit in the prescribed format on daily basis a checklist regarding services within its scope to EIC, refer **Annexure-7**.

TFL shall not be responsible for any amount/dues of the Contractor arising out of supply of eatables to any person/individual unless order has been placed officially by EIC or its representative.

In case of dispute regarding the service, quality or the quantity of the food stuff, snacks, tea etc. the decision of the EIC (Engineer In-Charge) of TFL will be final and binding.

The Contractor shall inform in writing and declare one of his employees as authorized representative for day-to-day coordination. Contractor or its representative may also be required to attend the meeting as & when required basis.

g. Provision for Infrastructure:

TFL will provide electricity, water, and space for Kitchen. Contractor has to maintain at all-time kitchen appliances, gadgets, equipment's and utensils etc. provided by TFL, as required to cook, store & serve food in hygienic/temperate condition.

Contractor will be always responsible for the safe custody and storage of its own material.

Contractor will repair & maintain kitchen appliances, gadget, equipment's, and utensils provided by TFL at its own cost.

All equipment's will be serviced by the contractor from time to time and ensured that it is safe for operation and does not cause any loss to any living being and/or property.

The Contractor must always ensure that only permitted LPG Cylinders are brought in TFL premises for cooking purpose. The cylinders must be fitted with company (government approved supplier) approved regulators and gas supply pipe/equipment's always ensuring safety and LPG Cost shall be borne by the Contractor.

TFL shall provide other required infrastructure for the canteen as per requirements.

TFL shall provide kitchen appliances, gadgets, equipment's, and utensils etc. as per availability for the canteen. A list of such items shall be handed over to the contractor who shall handover at the time of closure of the contract.

In case of failure to return possession of aforesaid infrastructure TFL may levy damages as deemed fit, which shall be binding on the contractor.

EIC shall assess the kitchen appliances, gadgets, equipment's and utensils & shall recover costs of damages from the monthly bills of the contractor.

The contractor shall be responsible for proper caretaking & maintenance of kitchen appliances, gadgets, equipment's, and utensils provided by TFL. In case of breakdown of the above due to carelessness & mishandling of canteen staff it shall be the responsibility of contractor to repair it at his own cost, however, in case the same is repaired by TFL then the cost of such repairs shall be recovered from the monthly bills of the contractor.

The contractor shall ensure that all kitchen appliances, gadgets, equipment's, and utensils are maintained in good running conditions. In case any of the above is not found in running condition then the contractor has to get it repaired within a reasonable time but not more than 7 days up to satisfaction of EIC.

h. Medical:

The Contractor will ensure that all personnel engaged are medically fit and medical certificate shall be furnished in the prescribed format. The Contractor will furnish medical certificate of staff deployed once in a year preferably from Govt. Hospital or any other PVT. Hospital at its own cost, refer **Annexure-8**. During the medical examination, if any of the staff of the Contractor is found medically unfit for continuation under this contract, the Contractor will have to immediately relieve such employee forthwith and provide suitable substitute immediately. The Contractor will be responsible for any compensation to such employees who are declared as medically unfit.

I.D1/D2/D10 Guest Houses

D1/D2/D10 GUEST HOUSES consisting of 12 Bedrooms, 3 Conference Rooms, 3 Kitchens, 3 Dining Rooms, 6 Bathrooms, Balconies and Lawn Areas.

a. Catering/Pantry services Manpower:

Manpower for catering/pantry services for D1/D2/D10 GUEST HOUSES, TFL, Talcher are as follows: -

S. No.	Category of Workmen	No. of shift (s)/day	No of Workmen required/shift	Total manpower required /day	Reliever
1	Head Cook (Skilled)	1	2	2	0
2	Caretaker (Skilled)	1	1	1	0
3	Cook Helper (Un-skilled)	1	1	1	0
4	Dish Washer (Un-Skilled)	1	1	1	0
5	Attendant (Un-Skilled)	1	1	1	0
Total Manpower				6	1
Grand Total				7	

Manpower per day shall in no case exceed 6 as provided in the column – 5 above.

Contractor shall make deployment of sufficient manpower as per **Annexure-1** to ensure that all the services specified in the scope of services towards the Catering/Pantry services are accomplished satisfactorily and to be completed as per time schedule on daily basis.

b. Catering/Pantry Services:

The Contractor shall provide the following type of catering/pantry services to officials/guests/dignitaries/participants at locations mentioned in **Annexure-2**. The Contractor should be ready to commence effective operation of catering/pantry services in all respect from 08 AM to 06.00 PM including holidays. The Contractor has to ensure that catering/pantry services are not adversely affected during the given timings and also as per the requirements of the services. At all times Cook helper, Dish Washer & Attendant and adequate support team is available with sufficient feed stock. Catering/pantry services shall broadly include the following: -

- Tea, Coffee, Soft beverages etc.
- Break-fast as per pre-approved menu.
- Hi-Tea
- Lunch
- Dinner

- Snacks/Refreshments
- Outsourcing of food items from external vendors as per requirement.
- Any other type of catering requirement

The Contractor must always be equipped to arrange lunch & dinner as per requirements & any other catering facility like tea, snacks etc. within a short notice of 30 minutes.

Under canteen services TFL will reimburse monthly charges to the contractor towards engaging 07 nos. of staffs inclusive of relievers and engagement of max. 06 nos. of manpower on any day as mentioned in the SOR. Further, cook helper, Dish Washer & Attendant should have adequate knowledge in their respective fields. TFL will also pay towards food items ordered officially by EIC or its representative for official use as per rates mentioned in **Annexure-3(A) &3(B)**.

Contractor will display menu in professional manner at identified locations as per approval of EIC.

Contractor will be required to provide catering facility at special events. However, where rates for additional service are not available in the tender, the same shall be mutually decided on reasonable basis prior to organizing the event.

To provide hot tea/coffee contractor may install vending machine at its own cost for this purpose. Any cost of vending machine, tea bags, milk, dry snacks, soft beverages, and other food items will be borne by the Contractor.

c. Accommodation & Transport arrangement:

The contractor has to make own arrangement for accommodation for himself & deployed staff. Further, contractor has to make arrangement of delivery van in good running condition for carrying its staff & food material at his own cost. Similarly, for delivery of food items in plant contractor has to make his own arrangement for delivery of items. **Bachelor accommodation shall be provided by TFL on chargeable basis @ Rs. 4 /sq. Feet of Plinth area depending on availability on the request of the contractor (Applicable taxes shall be extra) and the same shall be deducted from the bill.**

d. Cleanliness:

Contractor will be responsible for basic cleaning of Kitchen/Catering/Pantry and Kitchen equipment's used for providing catering facility and disposal of wet dry garbage/ waste material like Tea leaves, leftover food in proper refuse bins on daily basis. Plastic bags shall be used in all the dust bins in cafeteria/dining hall and kitchen for easy collection and disposal of waste requires to be done Garbage should never be kept overnight in the premises.

e. Quality Maintenance:

Except for locations where kitchen is available, food items pertaining to menu may be cooked at the Contractor's kitchen & transported to location. However, Contractor has to seek prior permission from EIC for such an arrangement. In such cases, TFL will have the right to visit the Contractor's kitchen at any time without giving any kind of notice. If required, statutory authorities shall also be informed to accompany during inspection.

The quality of service provided by vendor will be judged based on hygiene audit conducted as per CHS by representatives of TFL canteen committee or EIC. The contractor has to ensure that the CHS is not below 96%, failing which recovery will be imposed on the contractor & recovered bills. Refer CHS indicative format at **Annexure- 4**.

The eatables must be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, eggshell, human hair, glass or crockery chips, paper, wood, insects, flies, or non-useable liquid. Dishes containing such things shall be rejected and recovery will be imposed each time if such unwanted materials are noticed.

All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Contractor will be responsible for their hygienic fitness. Milk and milk products such as curd, yogurt, butter, paneer, cottage cheese etc. shall be of acceptable standard and should be prepared and served fresh.

Contractor will ensure high quality of food items Aggmark, ISI standard, FSSAI. Meat should be as per standards prescribed by FSSAI and it should be sourced only from government approved outlets. No unutilized cooked material is to be stored in TFL premises & vendor will be responsible for its day-to-day disposal. Cooking Oil must not be utilized for more than two times and thereafter it must be taken out of TFL premises. Unacceptable quality material will be liable for rejection/disposal and/or recovery. Therefore, vendor must ensure that only pre-approved material is bought in TFL premises. For ready reference, list of acceptable quality of raw material is mentioned in **Annexure-5**.

For preparation of various food items adequate raw materials shall be always ensured to meet contingencies. Further, at TFL locations where it is difficult to procure raw materials on daily basis the contractor shall keep adequate stock of raw material for meeting requirements for at least 15 days. Also, during emergency contractor may be asked to keep more stocks to meet any eventuality. EIC shall have power to inspect & verify the same.

Adequate sets of uniform at least 2 sets per year should be provided by the Contractor to the deployed staff so as to maintain proper hygiene in day-to-day functioning. Sample of such uniform shall be approved by EIC, Refer **Annexure- 6**.

f. Inspection:

The Contractor shall allow the food inspector/company's authorized medical attendant to inspect the food items as per the provision of food adulteration Act. The Contractor shall abide by all laws applicable.

The Contractor shall submit in the prescribed format on daily basis a checklist regarding services within its scope to EIC, refer **Annexure- 7**.

TFL shall not be responsible for any amount/dues of the Contractor arising out of supply of eatables to any person/individual unless order has been placed officially by EIC or its representative.

In case of dispute regarding the service, quality or the quantity of the food stuff, snacks, tea etc. the decision of the EIC (Engineer In-Charge) of TFL will be final and binding.

The Contractor shall inform in writing and declare one of his employees as authorized representative for day-to-day coordination. Contractor or its representative may also be required to attend meeting as & when required basis.

g. Provision for Infrastructure:

TFL will provide electricity, water, and space for Kitchen.

Contractor has to maintain at all-time kitchen appliances, gadgets, equipment's and utensils etc. provided by TFL, as required to cook, store & serve food in hygienic/temperate condition.

Contractor will be always responsible for the safe custody and storage of its own material.

Contractor will repair & maintain its kitchen appliances, gadget, equipment's and utensils provided by TFL at its own cost.

All equipment's will be serviced from time to time and ensured that it is safe for operation and does not cause any loss to any living being and/or property.

The Contractor must always ensure that only permitted LPG Cylinders are brought in TFL premises for cooking purpose. The cylinders must be fitted with company (government approved supplier) approved regulators and gas supply pipe/equipment's always ensuring safety and LPG Cost shall be borne by the Contractor.

TFL shall provide kitchen appliances, gadgets, equipment's, and utensils etc. as per availability for the Guest Houses. A list of such items shall be handed over to the contractor who shall handover at the time of closure of the contract.

In case of failure to return possession of aforesaid infrastructure TFL may levy damages as deemed fit, which shall be binding on the contractor.

EIC shall assess the kitchen appliances, gadgets, equipment's and utensils & shall recover costs of damages from the monthly bills of the contractor.

The contractor shall be responsible for proper caretaking & maintenance of kitchen appliances, gadgets, equipment's, and utensils provided by TFL. In case of breakdown of the above due to carelessness & mishandling of canteen staff it shall be the responsibility of contractor to repair it at his own cost,

however, in case the same is repaired by TFL then the cost of such repairs shall be recovered from the monthly bills of the contractor.

The contractor shall ensure that all kitchen appliances, gadgets, equipment's, and utensils are maintained in good running conditions. In case any of the above is not found in running condition then the contractor has to get it repaired within a reasonable time but not more than 7 days up to satisfaction of EIC.

h. Medical:

The Contractor will ensure that all personnel engaged are medically fit and medical certificate shall be furnished in the prescribed format. The Contractor will furnish medical certificate of staff deployed once in a year preferably from Govt. Hospital or any other PVT. Hospital at its own cost, refer **Annexure-8**. During the medical examination, if any of the staff of the Contractor is found medically unfit for continuation under this contract, the Contractor will have to immediately relieve such employee forthwith and provide suitable substitute immediately. The

Contractor will be responsible for any compensation to such employees who are declared as medically unfit.

II. Plant Pantry:

a. Plant Pantry Manpower:

Manpower for Plant Pantry, TFL, Talcher is as follows: -

Sl. No.	Category of Workmen	No. of Shift(s)	No of Workmen required	Total manpower/day	Reliever
1	Canteen Boy (Un-Skilled)	1	2	2	0
Total Manpower					0
Grand Total					2

Manpower per day shall in no case exceed 2. Sanctioned manpower as per column no.-5 should be maintained.

The Contractor shall provide the following type of pantry services to officials/guests/dignitaries/participants at plant location.

- Tea, Coffee, Soft beverages etc.
- Snacks/Refreshments

The Contractor must always be equipped to arrange the above items as per requirements & any other catering facilities within a short notice of 30 minutes.

Under plant pantry service, TFL will reimburse monthly charges to the contractor towards engaging max. 02 nos. of staffs on any day as mentioned in the SOR. Further, Canteen boy should have adequate knowledge in their respective fields. TFL will also pay towards food items ordered officially by EIC or its representative for official use as per rates mentioned in **Annexure-3(A) & 3(B)**.

Contractor will display menu in professional manner at identified locations as per approval of EIC.

Contractor will be required to provide catering facility at special events. However, where rates for additional service are not available in the tender, the same shall be mutually decided on reasonable basis prior to organizing the event.

To provide hot tea/coffee contractor may install vending machine at its own cost for this purpose. Any cost of vending machine, tea bags, milk, dry snacks, soft beverages, and other food items will be borne by the Contractor.

b. Accommodation & Transport arrangement:

The contractor has to make own arrangement for accommodation for himself & deployed staff. Further, contractor has to make arrangement of delivery van in good running condition for carrying its staff & food material at his own cost. Similarly, for delivery of food items in plant contractor has to make his own arrangement for delivery of items. **Bachelor accommodation shall be provided by TFL on chargeable basis @ Rs. 4 /sq. Feet of Plinth area depending on availability on the request of the contractor (Applicable taxes shall be extra) and the same shall be deducted from the bill.**

c. Cleanliness:

Contractor will be responsible for basic cleaning of Kitchen/Catering/Pantry and Kitchen equipment's used for providing catering facility and disposal of wet dry garbage/ waste material like Tea leaves, leftover food in proper refuse bins on daily basis. Plastic bags shall be used in all the dust bins in cafeteria/dining hall and kitchen for easy collection and disposal of waste requires to be done Garbage should never be kept overnight in the premises.

d. Quality Maintenance:

Except for locations where kitchen is available, food items pertaining to menu may be cooked at the Contractor's kitchen & transported to location. However, Contractor has to seek prior permission from EIC for such an arrangement. In such cases, TFL will have the right to visit the Contractor's kitchen at any time without giving any kind of notice. If required, statutory authorities shall also be informed to accompany during inspection.

The quality of service provided by vendor will be judged based on hygiene audit conducted as per CHS by representatives of TFL canteen committee or EIC. The contractor has to ensure that the CHS is not below 96%, failing which recovery will be imposed on the contractor & recovered bills. Refer CHS indicative format at **Annexure- 4**.

The eatables must be completely hygienic, free from any sort of adulteration, unwanted ingredients such as stones, soil, eggshell, human hair, glass or crockery chips, paper, wood, insects, flies, or non-useable liquid. Dishes containing such things shall be rejected and recovery will be imposed each time if such unwanted materials are noticed.

All vegetables, fruits etc. used shall be fresh and shall not be rotten or overripe. The Contractor will be responsible for their hygienic fitness. Milk and milk products such as curd, yogurt, butter, paneer, cottage cheese etc. shall be of acceptable standard and should be prepared and served fresh.

Contractor will ensure high quality of food items Aggmark, ISI standard, FSSAI. Meat should as per standards prescribed by FSSAI and it should be sourced only from government approved outlets. No unutilized cooked material is to be stored in TFL premises & vendor will be responsible for its day-to-day disposal. Cooking Oil must not be utilized for more than two times and thereafter it must be taken out of TFL premises. Unacceptable quality material will be liable for rejection/disposal and/or recovery. Therefore, vendor must ensure that only pre-approved material is bought in TFL premises. For ready reference, list of acceptable quality of raw material is mentioned in **Annexure-5**.

For preparation of various food items adequate raw materials shall be always ensured to meet contingencies. Further, at TFL locations where it is difficult to procure raw materials on daily basis the contractor shall keep adequate stock of raw material for meeting requirements for at least 15 days. Also, during emergency contractor may be asked to keep more stocks to meet any eventuality. EIC shall have power to inspect & verify the same.

Adequate sets of uniform at least 2sets per year should be provided by the Contractor to the deployed staff so as to maintain proper hygiene in day-to-day functioning. Sample of such uniform shall be approved by EIC, Refer **Annexure- 6**.

e. Inspection:

The Contractor shall allow the food inspector/company's authorized medical attendant to inspect the food items as per the provision of food adulteration Act. The Contractor shall abide by all laws applicable.

The Contractor shall submit in the prescribed format on daily basis a checklist regarding services within its scope to EIC, refer **Annexure- 7**.

TFL shall not be responsible for any amount/dues of the Contractor arising out of supply of eatables to any person/individual unless order has been placed officially by EIC or its representative.

In case of dispute regarding the service, quality or the quantity of the food stuff, snacks, tea etc. the decision of the EIC (Engineer In-Charge) of TFL will be final and binding.

The Contractor shall inform in writing and declare one of his employees as authorized representative for day-to-day coordination. Contractor or its representative may also be required to attend meeting as & when required basis.

f. Provision for Infrastructure:

TFL will provide electricity, water, and space for Kitchen.

Contractor has to maintain at all-time kitchen appliances, gadgets, equipment's and utensils etc. provided by TFL, as required to cook, store & serve food in hygienic/temperate condition.

Contractor will be always responsible for the safe custody and storage of its own material. Contractor will repair & maintain its kitchen appliances, gadget, equipment's and utensils provided by TFL at its own cost. All equipment's will be serviced from time to time and ensured that it is safe for operation and does not cause any loss to any living being and/or property.

The Contractor must always ensure that only permitted LPG Cylinders are brought in TFL premises for cooking purpose. The cylinders must be fitted with company (government approved supplier) approved regulators and gas supply pipe/equipment's always ensuring safety and LPG Cost shall be borne by the Contractor.

TFL shall provide kitchen appliances, gadgets, equipment's, and utensils etc. as per availability for the Guest Houses. A list of such items shall be handed over to the contractor who shall handover at the time of closure of the contract.

In case of failure to return possession of aforesaid infrastructure TFL may levy damages as deemed fit, which shall be binding on the contractor.

EIC shall assess the kitchen appliances, gadgets, equipment's and utensils & shall recover costs of damages from the monthly bills of the contractor.

The contractor shall be responsible for proper caretaking & maintenance of kitchen appliances, gadgets, equipment's, and utensils provided by TFL. In case of breakdown of the above due to carelessness & mishandling of canteen staff it shall be the responsibility of contractor to repair it at his own cost,

however, in case the same is repaired by TFL then the cost of such repairs shall be recovered from the monthly bills of the contractor.

The contractor shall ensure that all kitchen appliances, gadgets, equipment's, and utensils are maintained in good running conditions. In case any of the above is not found in running condition then the contractor has to get it repaired within a reasonable time but not more than 7 days up to satisfaction of EIC.

g. Medical:

The Contractor will ensure that all personnel engaged are medically fit and medical certificate shall be furnished in the prescribed format. The Contractor will furnish medical certificate of staff deployed once in a year preferably from Govt. Hospital or any other PVT. Hospital at its own cost, refer **Annexure-8**. During the medical examination, if any of the staff of the Contractor is found medically unfit for continuation under this contract, the Contractor will have to immediately relieve such employee forthwith and provide suitable substitute immediately. The Contractor will be responsible for any compensation to such employees who are declared as medically unfit.

3. Other Terms & Conditions: -

- a. Contractor should provide all Catering/Canteen/ staff with suitable uniform & they should maintain personal grooming & hygiene.
- b. Contractor shall have to make his own arrangement for accommodation of his Employees.
- c. Contractor shall make available for the quality inspection of store & kitchen at anytime as per requirement of EIC/TFL Management.
- d. Contractor may be required to serve Food items as per requirement of TFL on specific order by EIC/Authorized representative of TFL.
- e. Safeguarding of Appliances, furniture, crockery, cutlery etc at Vikrampur House/ADM Building/D1-D2-D10 Guest Houses will be contractor's responsibility.

ANNEXURE-1**MANPOWER REQUIREMENT FOR CATERING, PANTRY & CANTEEN SERVICES AT TFL, TALCHER.**

Manpower required for Catering & Pantry at Vikrampur House & D1/D2/D10 Guest Houses and Canteen Services at ADM Building at TFL, Talcher. The no. of manpower mentioned against each location is tentative and it is subject to change as per the requirement. But at any case, the total no. of manpower has to be maintained as per the contract.

<u>CATERING, PANTRY & CANTEEN SERVICES</u>									
S.no.	Category	Vikrampur	Reliever	ADM	Reliever	D1/D2 /D10	Reliever	Plant Pantry	Total Manpower
1	Hd. Cook (Skilled)	2	1	2	1	2	0	0	8
2	Guest House Caretaker (Skilled)	1	0	0	0	1	0	0	2
3	Cook / Supervisor (Skilled)	0	0	1	0	0	0	0	1
4	Cook Helper (Un-Skilled)	4	1	1	1	1	0	0	8
5	Dish washer (Un-Skilled)	2	0	2	0	1	0	0	5
6	Canteen boy (Un-Skilled)	0	0	1	0	0	0	2	3
7	Attendant (Un-Skilled)	2	1	0	0	1	1	0	5
Total Manpower		11	3	7	2	6	1	2	32

Requirement of Manpower per day at Vikrampur Guest House on different categories are 14. Similarly at ADM building it is 09, D1, D2 & D10 – 07 & at Plant pantry is 02 respectively. However, Re-appropriation of manpower shall be done by EIC as required during the contract period.

Manpower has been taken as reliever and the same is reflected against category as per the requirement.

NOTE: Deployment of manpower should be done with prior approval from EIC.

ANNEXURE- 2

LOCATION AT WHICH CATERING/PANTRY/CANTEEN SERVICES ARE TO BE PROVIDED

Catering, Canteen & Pantry Services are to be provided at the following location: -

- iv) Administrative Building – Canteen Service
- v) Vikrampur House – Catering/Pantry Services
- vi) D1/D2/D10 Guest House- Catering/Pantry Services
- vii) Any other Place as & when required as per the direction of EIC.

ANNEXURE-3(A)

BREAKFAST / LUNCH & DINNER RATES AT TFL PERMISES

Sl. No.	Items	Particulars/Content	Unit Rate (Rs.)
1	Breakfast (Any one item of the row)	Alu Paratha/ Stuffed Paratha (02Nos.) with curd (100gm), Achar & Tea	Rs.30/-
		Plain Paratha (02 Nos.) /Puri (04 Nos.) with one seasonal vegetable, Achar & Tea	
		Bread (04 Slices), Butter, Jam, tomato sauce, Banana (2 Nos) & Tea	
		Poha (150 gm) / Upma (150 gm), with curry, topping shev & Tea	
		Masala Dosa/ Idly (04 Nos.) with Sambar & Chutney and Tea	
		Bread (04 Slices), 2 Egg (Omlet/Boiled), Butter, Jam & Tea	
2	Lunch/Dinner -Veg	Rice (Basmati), Chapati, Dal, Seasonal Vegetables (2 Nos.), Salad, Papad (1 No.) Achar, Dahi	Rs.40/-
3	Lunch/Dinner -Non-Veg	Rice (Basmati), Chapati, Dal, Non-Veg Curry, Seasonal Vegetables (2 Nos.), Salad, Papad (1 No.) Achar, Dahi	Rs.60/-
4	Lunch -Veg (Special)	Soup, Papad (1 No.), one Paneer/Special Sabzi as ordered, Seasonal Vegetables (2 Nos.), Rice (Basmati), Chapati, Dal, Salad, Curd/Raita, Achar, Sweets/Ice cream	Rs.100/-
5	Lunch -Non-Veg (Special)	Soup, Papad (1 No.), one Non-Veg Curry, Seasonal Vegetables (2 Nos.), Rice (Basmati), Chapati, Dal, Salad, Curd/Raita, Achar, Sweets/Ice cream	Rs.125/-

- Please refer Annexure 3(B) for quantity of individual items.
- Contractor has to provide the food items as listed in Annexure 3(B) as per requirements.

ANNEXURE – 3(B)

VEGETARIAN FOOD ITEMS & ITS CORRESPONDING RATES IN GUEST HOUSES & CANTEENS
AT TFL

S.No.	Items	Qty.	Rate (In Rs.)
1	Veg. Pakoda	175gms.	Rs.16/-
2	Veg Cutlet	200gms.	Rs.16/-
3	Chilly Paneer	175gms.	Rs.33/-
4	Paneer Pakoda	175gms.	Rs.25/-
5	Paneer Cutlet	200gms.	Rs.30/-
6	Paneer Finger	175gms.	Rs.30/-
7	Paneer Butter Masala	200gms.	Rs.56/-
8	Finger Chips	150gms.	Rs.15/-
9	Veg Manchurian	200gms.	Rs.30/-
10	Potato Chilly	175gms.	Rs.17/-
11	Veg Chow Mein	300gms.	Rs.21/-
12	Veg Fried Rice	300gms.	Rs.17/-
13	Jal Jira	300ml	Rs.9/-
14	Soda	300ml	MRP
15	Lemon Soda	300ml	MRP
16	Soft Drinks	250ml	MRP
17	Lassi	300ml	Rs.14/-
18	Tea	125ml.	Rs.7/-
19	Nes Coffee	125ml.	Rs.7/-
20	Milk Shake	300ml	Rs.22/-
21	Fruit Juice	200ml	Rs.17/-
22	Aloo Gobi	225gms.	Rs.17/-
23	Gobi Mattar	225gms.	Rs.17/-
24	Aloo dam	225gms.	Rs.17/-
25	Green peas Masala	225gms.	Rs.17/-
26	Stuffed Tomato	225gms.	Rs.21/-
27	Mattar Paneer	225gms.	Rs.21/-
28	Channa Masala	225gms.	Rs.17/-
29	Stuffed Capsicum	225gms.	Rs.17/-
30	Dal Butter Cream	200gms.	Rs.17/-
31	Dal Fry	200gms.	Rs.14/-
32	Plain Rice	300gms.	Rs.9/-
33	Jira Rice	300gms.	Rs.14/-
34	Veg. Potato	350gms.	Rs.17/-
35	Veg. Paneer Biryani	350gms.	Rs. 40/-
36	Roti	25gms.	Rs.3/-
37	Paratha	50gms.	Rs.6/-
38	Alu Paratha	75gms.	Rs.9/-

NON-VEG FOOD ITEMS & ITS CORRESPONDING RATES IN GUEST HOUSES & CANTEENS AT TFL

S.No.	Items	Qty.	Rate (In Rs.)
1	Chicken Pakoda	175gms.	Rs.34/-
2	Chicken Cutlet	200gms.	Rs.39/-
3	Chicken Chilly	175gms.	Rs.47/-
4	Chicken chilly Boneless	150gms.	Rs.51/-
5	Chicken Garlic	200gms.	Rs.51/-
6	Chicken Ginger	200gms.	Rs.51/-
7	Chicken Manchurian	200gms.	Rs.58/-
8	Fried Fish with Chips	150gms.	Rs.26/-
9	Chicken Chow Mein	300gms.	Rs.26/-
10	Egg Chow Mein	300gms.	Rs.26/-
11	Mixed Chow Mein	300gms.	Rs.26/-
12	Egg Fried Rice	300gms.	Rs.18/-
13	Chicken Fried Rice	300gms.	Rs.25/-
14	Fish Cutlet	200gms.	Rs.34/-
15	Fish Masala/Fish Tomato	200gms.	Rs.28/-
16	Prawn Curry /Masala /Fried	200gms.	Rs.128/-
17	Fish Fry	150gms.	Rs.26/-
18	Chicken Masal	300gms.	Rs.49/-
19	Chicken Do Pyaza	300gms.	Rs.49/-
20	Chicken Curry	300gms.	Rs.58/-
21	Egg Masala	250gms.	Rs.18/-
22	Egg Do Pyaza	250gms.	Rs.18/-
23	Egg Curry	250gms.	Rs.18/-
24	Fried Egg	2pcs.	Rs.12/-
25	Boiled Egg	2pcs.	Rs.12/-
26	Egg Omlet	2pcs.	Rs.12/-
27	Mutton Masala	300gms.	Rs.51/-
28	Mutton Curry	300gms.	Rs.51/-
29	Mutton Kasa	300gms.	Rs.51/-
30	Chicken Biryani	350gms.	Rs.39/-
31	Mutton Biryani	350gms.	Rs.54/-

FOR PACKET/BREAKFAST FOR MEETING OF TFL:

S.No.	Items	Rate (InRs.)
A	Veg. Sandwich One Plate, Veg. Cutlet 2 Pcs., Sweet 1 Pc. Fruit 1pc.	Rs.49/-
B	Veg. Sandwich One Plate, Veg. Cutlet 2 Pcs., Sweet 1 Pc. Fruit 1 pc., Egg 1 Pc.	Rs.54/-
C	2 Pcs. Paratha with Bhaji, Veg. Cutlet 2 Pcs. Sweet 2 Pcs. Fruit 1 Pc	Rs.58/-
D	2 Pcs. Paratha with Bhaji, Veg. Cutlet 2 Pcs. Sweet 2 Pcs. Fruit 1 Pc, Egg 1 Pc.	Rs.64/-

SPECIAL ARRANGEMENT ON OCCASION:

S.No.	ITEMS	Rate (In Rs.)
1	Buffet VIP Lunch/ Dinner (Veg/Non-Veg Soup, Roti, Dal, Veg Curry- 4 types including tawa items, Non- Veg Curry/Dry-2 types, Salad, Papad, Pickle, Raita, Dahi, Chutney, Good quality sweets and Ice Cream.	Rs.310/-
2	Buffet VIP Veg Lunch/Dinner (Veg Soup, Rice, Roti, Dal, Veg Curry- 4 types including tawa items, Salad, Papad, Pickle, Raita, Dahi, Chutney, Good quality sweets and Ice Cream.	Rs.177/-
3	Fresh Fruits including basket	Rs.177/-
4	Dry Fruits including basket	Rs.455/-
5	Prawn (snack)- Balia prawn/prawn golden fry/prawn tikka	Rs.161/-
6	Prawn curry/ prawn malai curry/prawn do- pyaza/ prawn chilli	Rs.134/-
7	Veg Soup (Any Type)	Rs.37/-
8	Non-veg Soup (any type)	Rs.43/-
9	Salad (any type) - Fruit salad /pasta salad /Russian Salad /Sprouts salad	Rs.32/-
10	Veg sizzler(snack)	Rs.64/-
11	Corn Ball (snack)	Rs.70/-
12	Cheese ball (snack)	Rs.96/-
13	Chicken Tandoori of Full chicken (snack)	Rs.161/-
14	Chicken kalmi/ Reshmi / tangdi kabab(snack) of full chicken	Rs.150/-

Note:

- i) The items shown above are indicative . Agency shall prepare other items also if required. The rates for such items shall be decided by the Engineer-In-Charge & Contractor jointly considering the cost of inputs.
- ii) During special occasions services are to be provided for large gathering also and the agency shall be capable to arrange food within short notice period of 5 to 6 hours.
- iii) Rates are inclusive of GST and the contractor shall be responsible for payment of GST. Contractor shall be responsible for Raw materials, fuel & other arrangements except labour cost.

ANNEXURE-4

PERFORMA FOR COMPOSITE HYGIENE SCORE

A. General Information:

1. Name of the work place
2. Name of the Executive looking after canteen service:
3. Month & Year:
4. Name of the Committee members nominated for inspection of place of work for the month.
 - a.
 - b.
 - c.
5. Name of the contractor:
6. **Staff strength:**
 - a. No. of Hd. cooks:
 - b. No. of cook helpers:
 - c. No. of Dish Washer.....
 - d. No. of Canteen Sup. Visors.....
 - e. No. of Canteen Boy:
 - f. No. of Attendant:
 - g. No. of Care Taker:
 - h. No. of Sweeping Mazdoor:

Daily average consumption:

- a. Average no. of breakfast served per day:
- b. Average no. of tea/coffee served per day:
- c. Average no. of lunches served per day:
- d. Average no of dines served per day:
- e. Average no. of beverages (lassi, cold drink etc.) served per day:
- f. Average no. of non-vegetarian meals served per day (wherever applicable):
.....

B. Hygiene Parameters:

Sl. No.	Aspects parameters		
Quality Raw Material			
1	Whether the cereals {Rice, wheat, flour with choker, pulses, etc.}	Yes	No
2	Weather the ingredients being used for cooking including the edible oil, ghee, spices etc. are 'Aggmark' rated?	Yes	No
3	Weather the vegetables, fruits, milk, curd, paneer, butter, non-vegetarian items, and all perishable items being used are fresh?	Yes	No
Storage and shelf-life of ingredients/products			
4	Whether the ingredients like cereals (rice, wheat, pulses etc.), edible oil & ghee, spices etc. are being stored in a clean and hygienic manner?	Yes	No
5	Weather the vegetables, fruits, curd, milk, paneer, non-vegetarian items, and all perishable items being stored in a clean and hygienic manner?	Yes	No
6	Weather the tea/coffee is stored properly in airtight containers at a clean and dry place.	Yes	No
7	Weather the packaged items such as bread, butter, sauces {tomato, soya, and chili}, mineral water, soft drinks, juices, etc. being used are within their expiry date?	Yes	No
Kitchen utensils/cook-wares and Electrical Appliances.			
8	Weather the utensils, cook-wares, crockery, tea containers, etc. are being washed properly with cleaning material/detergents after every use are kept clean, dry and hygienic?	Yes	No
9	Weather the conditions of the utensils, cookware's, crockery items, tea container etc. are inspected regularly & replaced immediately, whenever required.	Yes	No
10	Whether maintenance of all electrical appliances like air conditioners, refrigerators, deep freezer, Bain Marie, grinders, potato peelers, water heaters, insect repellants, exhaust fans, tea/coffee vending machines, water coolers/R.O. Plants, etc. is being carried out regularly and are in clean and safe condition?	Yes	No
Food Preparation and hygiene			
11	Weather First-In-First-Out (FIFO) principle is applied for consumption of raw materials/food items?	Yes	No
12	Is the weekly menu displayed at the counter?	Yes	No
13	Are vegetables, rice, pulses, etc. are washed and cleaned properly before cooking?	Yes	No

14	Are the prepared food items including cut fruits and vegetables stored hygienically in clean & washed containers and kept covered?	Yes	No
15	Are salads and cut fruits used within 2 to 3 hrs. of washing and cutting?	Yes	No
16	Whether the cooking oil, ghee, etc. after using once are not reused and disposed off properly?	Yes	No
Kitchen/Canteen/Pantry Hygiene			
17	Is the entry to cooking counter, washing area and kitchen floor cleaned regularly with disinfectants?	Yes	No
18	Do the cooks/servers/helpers use apron and caps while cooking and serving food?	Yes	No
19	Are the areas like cooking counter, washing area and kitchen floor cleaned regularly with disinfectants?	Yes	No
20	Are walls, roofs and furniture kept dust free and cleaned regularly	Yes	No
21	Is disposal of garbage done on daily basis?	Yes	No
22	Is drainage system in kitchen working properly?	Yes	No
23	Whether white washing/painting of entire canteen area and pantries is being done at least once in six months?	Yes	No
24	Whether de-pesting of entire canteen area and pantries is being done at least once in a week?	Yes	No
Food Handler's Health and hygiene			
25	Whether annual health check-up of canteen/kitchen/pantry staff is carried out?	Yes	No
26	Canteen staff members are having their nails and hairs well-trimmed and cleaned regularly?	Yes	No
27	Do the staff members clean their hands with liquid soap: a. Before handling raw as well as cooked food items; & (*) b. After returning from Wash/Rest rooms	Yes	No
Food Quality			
28	Palatability of food is tested by the representative authorized by the managing committee?	Yes	No
29	Potable drinking water is readily available?	Yes	No
30	Is breakfast/tea/lunch/dinner available at notified timing?	Yes	No
Total Score Obtained (out of 30) *			
Composite Hygiene Index (Calculated as percentage- Total Score Obtained/30 * 100)			

* 1 mark for each 'Yes' and 0 marks for each 'No' except point no. 27. (Where half mark foreach "Yes" and 0 marks for each "No")

Any other information:

Note:

C. Minimum Acceptable Score is 90%;

D. Suggestion book in the dining area to be kept for further improvement's

Date: Name and Signature of representative of EIC

Date Name and signature of Executive/EIC

Date Name and Signature of Office-in-charge

Date: Name and signature of GM (PE)

ANNEXURE- 5

RAW MATERIAL DETAILS REQUIRED FOR VIKRAMPUR HOUSE, ADM BUILDING, D1-D2-D10 GUEST HOUSES.

Brand of raw materials to be Used / Served:

Sl. No.	Item	Brand
1	Rice	Dawat / Kohinoor /India Gate/ Lal quila
2	Pulses	Shakti / Agro fresh / Tata
3	Wheat Flour	Pillsbury / Golden Harvest / Ashirwad / Shakti Bhog / Shiv Bhog
4	Maida / Suji / Besan	Rajdhani
5	Spices	Ruchi / Everest / MDH
6	Refined Oil/ Mustard Oil	Nature fresh / Engine / Fortune/Sundrop
7	Tea Leaf	Tata / Brook bond / Lipton
8	Coffee	Nescafe
9	Milk	Omfed / Milky Moo / Amul / Pragati Gold/ Mother diary
10	Papad	Sriram / Lijjat / Haldiram

ANNEXURE- 6

**DRESS CODE FOR THE DEPLOYED
MANPOWER**

CANTEEN SUPERVISOR / CARETAKER:

- 12 Black Trousers
- 13 Sky Blue Shirt
- 14 Black Shoes
- 15 Blue Belt
- 16 Blue Blazer
- 17 Name Plate

ATTENDANT / CANTEEN BOY:

1. Black Trousers
2. White Shirt
3. Black Boo tie
4. Black Belt
5. Black Shoes
6. Black Cap
7. Blue Check Apron (Half)
8. Name Plate
9. Coat for Winter Wear

KITCHEN STAFF:

1. White Coat
2. Black Trousers
3. White Cap (Cook)
4. Black Shoes
5. Black Belt
6. White Shirt
7. Name Plate

HOUSEKEEPING/ SWEEPING STAFF:

1. Brown Trousers
2. Brown Striped Shirt
3. Black Shoes
4. Brown Socks
5. Sweater
6. Name Plate

ANNEXURE-7

DAILY CHECK LIST FORM

Date:

ISSUE	OBSERVATION		REMARK
	Yes	No	
Raw material received are branded ones and stored properly	Yes	No	
Food prepared properly and stored properly under Hygiene Conditions	Yes	No	
Prepared items covered Properly	Yes	No	
Utensils are properly cleaned	Yes	No	
Floors are Hygienically cleaned	Yes	No	
Kitchen staff are in uniform	Yes	No	
Waiters are in uniform and wearing gloves	Yes	No	
Drinking water arrangements neatly done	Yes	No	
Utensils washing area is properly maintained	Yes	No	
Dining hall and tables in cafeteria properly cleaned and dresses up	Yes	No	
All items in orderly manner and clothes with coloured frills	Yes	No	
Fingernails in orderly manner and are in a presentable manner	Yes	No	
Bathing daily	Yes	No	
Storage area/fridge is clean	Yes	No	
Exhaust system is working	Yes	No	
Garbage disposal is done regularly	Yes	No	
Drainage system is functioning any other items any other item	Yes	No	

Name and Signature
Of representative of contractor

Name and signature
Of TFL's Representative/Rep. of EIC

ANNEXURE-8

TALCHER FERTILIZERS LIMITED

HEALTH CHECK-UP FORMAT

Name:

Age:

Address:

Blood Group:

Identification Mark:

GENERAL EXAMINATION:

Height..... cms. Weight:Kgs. BP:.....mmHg.

Condition of nails: trimmed or not

General condition of skin (any fungal infection)

**SYSTEMIC EXAMINATION:List
of INVESTIGATIONS:**

1. Complete Blood Count (HB%, ESR, TLC, DLC, PS)
2. Chest X-Ray (PA View)
3. Urine Examination
 - i. Routine
 - ii. Microscopic
4. Stool Examination
 - i. OVA
 - ii. CYST

SECTION-VII

SCHEDULE OF RATES (SOR)

SOR PRICE BREAKUP FORMAT

TENDER DOCUMENT FOR HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS
TENDER REF. NO. TFL/PROJ/C&P/CANTEEN/2023/AP DATED 21.12.2023

Name of Bidder ->

SOR ITEM NO.	DESCRIPTION	UoM	QTY	BASIC RATE (INR)	AMOUNT (INR)
	HIRING OF SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS				
1	SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS (11 NOS OF SKILLED MANPOWER) [REFER ANNEXURE-A OF SCOPE OF WORK OF TENDER DOCUMENT AT SECTION-VI] (THIS ITEM IS FIXED AND NOT TO BE QUOTED BY BIDDER)	MONTHLY	24	29,611.46	78,17,425.44
2	SERVICES FOR CANTEEN, CATERING & PANTRY SERVICES FOR TFL SITE, TALCHER, ODISHA FOR A PERIOD OF TWO YEARS (21 NOS OF SEMI- SKILLED MANPOWER) [REFER ANNEXURE-A OF SCOPE OF WORK OF TENDER DOCUMENT AT SECTION-VI] (THIS ITEM IS FIXED AND NOT TO BE QUOTED BY BIDDER)	MONTHLY	24	21,061.48	1,06,14,985.92
3	Total of (Sl No. 1 + 2 above) (Excl. GST)				1,84,32,411.36
4	Service Charges (%) (TO BE QUOTED BY BIDDER IN PERCENTAGE) (Negative is not allowed)			(Non-Negative) %	TO BE QUOTED BY BIDDER
5	Service Charges amount (Excl. GST) (3 X 4)				3,68,648.23
6	Total Amount including Quoted Service Charges (Excl. GST) (3 + 5)				1,88,01,059.59
7	Applicable GST % on Total Amount with Service Charges (On Sl. No.6) (TO BE QUOTED BY BIDDER IN PERCENTAGE)				TO BE QUOTED BY BIDDER

8	Total Quoted GST Amount (6 x 7)				33,84,190.73
A	Total Price incl. GST (6+8) [Part-A]				2,21,85,250.31
9	FIXED RATE FOOD & BEVERAGE FOR OFFICIAL REQUIREMENTS [REFER ANNEXURE-B OF SCOPE OF WORK OF TENDER DOCUMENT AT SECTION-VI] (THIS ITEM IS FIXED AND NOT TO BE QUOTED BY BIDDER)				3,65,700.00
10	Applicable GST % on Total Amount with Service Charges (On Sl. No. 9) (TO BE QUOTED BY BIDDER IN PERCENTAGE)				TO BE QUOTED BY BIDDER
11	Total Quoted GST Amount (9 x 10)				18,285.00
B	Total of Part-B including GST (9+11) [Part-B]				3,83,985.00
C	Total Evaluated Price incl. GST (Part-A + Part-B) [AFTER QUOTING % SERVICE CHARGE AND % GST ABOVE, THIS TOTAL LUMP SUM VALUE MUST BE QUOTED ON GEM PORTAL]				2,21,85,250.36

Note:

1. PLEASE FILL ALL WHITE COLOR CELLS OF THIS FORMAT. PRESS [ENTER] KEY TO MOVE BETWEEN INPUT FIELDS.

2. THE BASIC RATE OF SOR ITEM NO. 1 & 2 ALSO INCLUDES SUFFICIENT MARGIN TOWARDS OVERHEADS I.E. MINIMUM INFRASTRUCTURE TO BE MAINTAINED BY THE BIDDER FOR EXECUTION OF THE CONTRACT, RUNNING OFFICE EXPENSES, COORDINATION WITH STATUTORY AUTHORITIES, CHARGES TOWARDS BANK GUARANTEES (BG), INTEREST ON WORKING CAPITAL, DOCUMENTATION CHARGE AND REASONABLE PROFIT MARGIN. BIDDER TO QUOTE SERVICE CHARGE CONSIDERING THE SAME.

3. BIDDER TO QUOTE SERVICE CHARGE IN % (NEGATIVE % NOT ALLOWED) AND GST IN % BELOW.

4. THE TOTAL EVALUATED PRICES INCLUDING GST (AS DERIVED AT SL NO. C ABOVE) HAVE TO BE QUOTED ON GEM PORTAL. THE TOTAL PRICES INCLUDING OF ALL ITEMS (AS DERIVED AT SL NO. C ABOVE) AFTER FILLING THE EXCEL SOR FORMAT MUST MATCH WITH THE TOTAL LUMP SUM PRICES QUOTED AT GEM PORTAL AND ALSO BIDDER MUST UPLOAD THE BREAKUP ARRIVED IN EXCEL SOR ALONG WITH THEIR OFFER ON GEM PORTAL. PRICE BID MUST NOT BE SUBMITTED WITH UNPRICED BID.

5. IN CASE OF MISMATCH OF TOTAL LUMP SUM PRICE (INCLUDING GST) QUOTED ON GEM PORTAL W.R.T. TOTAL EVALUATED PRICE AT SL NO. C ABOVE IN SUBMITTED PRICE BREAK-UP, BID SHALL BE LIABLE FOR REJECTION.

PREAMBLE TO SCHEDULE OF RATES (SOR)

1. Bidder must ensure during quoting that their total lumpsum price in GeM Custom Bid is the Grand total including GST (as per Excel Price Break-up at SL No. C). Further, bidder shall also submit a blank copy of “SOR for detailed price breakup” mentioning “Quoted” against each item as a confirmation of quoting their total lumpsum price in GeM Custom Bid is the Grand total of the quoted items against all SOR line items as above. In case of mismatch, the bid/offer shall be liable for rejection.
2. The bidders are requested to mention the GST (CGST & SGST/UTGST or IGST) Rate applicable.
3. Rates quoted above shall remain firm during contract duration and no escalation on whatsoever account shall be entertained (except any statutory variation). **All rates to be quoted in INR.**
4. The floor price indicated in S.No-1& 2 of SOR is as per the existing applicable wage structure(as per Minimum wage notification of GOI effective from 01.10.2023. The amount under this head is subject to change and shall be amended only if such amendment is necessitated due to change in minimum rate of Basic + DA or percentage of other components by Ministry/Statutory authorities. It shall be responsibility of the CONTRACTOR to provide OWNER with such documentary evidence. **Refer Annexure-A for detailed wage calculation.**
5. Wages per month has been calculated taking into account of 26 days per month
6. Bidder is required to fill up the service charge & GST in percentage (%).
7. **Bidder has to supply food items for official purpose as per the price details mentioned in Annexure-B and raise invoice for the same with applicable GST.**

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Bidder Name:

Seal:

Annexure-A

Price Break-up for Contract Manpower Deployment at TFL, Talcher for a period of 24 months				
Sl. No.	Item Description	Rate of Percentage	Basic Wage + DA has been considered as Skilled Rs. 709/- per day (effective from 01.10.2023)	Basic Wage + DA has been considered as Un-skilled Rs. 504/- per day (effective from 01.10.2023)
			Skilled	Un-Skilled
			IN INR	IN INR
1	Basic Wages + DA (Per day)		₹ 18,434.00	₹ 13,104.00
2	PF including EDLI and Administrative Charges (@ 13% of Sr. No. 1)	13%	₹ 2,396.42	₹ 1,703.52
3	ESIC (@ 3.25% of Sr. No. 1)	3.25%	₹ 599.11	₹ 425.88
4	Overtime @ 14% of Sr. No. 1 (max. 50 hrs per quarter, to be paid quarterly on actuals)	14%	₹ 2,580.76	₹ 1,834.56
5	Leave Wage @ 4.81% of Sr. No. 1 (to be paid quarterly)	4.81%	₹ 886.68	₹ 630.30
6	Bonus @ 8.33% (Ex-gratia in lieu of bonus to be paid quarterly)	8.33%	₹ 1,535.55	₹ 1,091.56
7	Gratuity @ 4.81% (payable at the time of occurrence)	4.81%	₹ 886.68	₹ 630.30
8	Group Personal Accident Insurance	0.33%	₹ 60.83	₹ 43.24
9	Premium for PMSBY	Rs.20/- per Annum.	₹ 1.67	₹ 1.67
10	Premium for PMJJBY	Rs.436/- per Annum.	₹ 36.33	₹ 36.33
11	Sub Total		₹ 27,418.02	₹ 19,501.37
12	Overheads (8%)		₹ 2,193.44	₹ 1,560.11
13	Total (Sl No. 11 to 12)		₹ 29,611.46	₹ 21,061.48
14	No. of Persons		11	21
15	Total Charges i.e Sr. No. 14 X Sr. No. 15		₹ 3,25,726.08	₹ 4,42,291.10
16	Charges for 24 Months		₹ 78,17,425.92	₹ 1,06,14,986.37
17	Total Excluding GST		₹ 1,84,32,411.36	

Annexure-B

Fixed Rate Food Items (for Official Requirements)				
Sl. No.	Items	Price as per contract (Rs.)	No. of Plates	Total Price (Rs.)
1	Lunch/Dinner - VEG	40	50	2,000.00
2	Lunch/Dinner - NON VEG	60	50	3,000.00
3	Lunch/Dinner - VEG (Special)	150	700	1,05,000.00
4	Lunch/Dinner - NON VEG (Special)	180	300	54,000.00
5	Boiled Tea (With sugar cube/Tea bag in separate pot)	7	4000	28,000.00
6	Readymade Tea (To be served in paper cup in the plant)	5	1500	7,500.00
7	Nes Coffee	7	1500	10,500.00
8	Lassi	14	500	7,000.00
9	Fruit Juice (200 ml)	17	500	8,500.00
10	Soda (300 ml)	MRP (Rs.20)	250	5,000.00
11	Lemon Soda (300 ml)	MRP (Rs.20)	250	5,000.00
12	Soft Drinks ((250 ml)	MRP (Rs.20)	250	5,000.00
13	Water Bottle	MRP (Rs.10)	5000	50,000.00
14	Fresh fruits incl. basket	177	100	17,700.00
15	Dry fruits incl. basket	455	100	45,500.00
16	Breakfast/ Evening Snacks	40	300	12,000.00
17	Total Amount (excl. GST)			3,65,700.00