



तालचेर फर्टिलाइजर्स लिमिटेड
TALCHER FERTILIZERS LIMITED (TFL)

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

REQUEST FOR QUOTATION (RFQ)

FOR

**SUPPLY OF WATER BY TANKERS AT TFL
OFFICE AND CISF BARRACK FOR A PERIOD OF
SIX (06) MONTHS ON NOMINATION BASIS**

**(RFQ NO: TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED
16.09.2023)**

EMD/BID SECURITY/BID BOND	:	NOT APPLICABLE
PRE-BID MEETING	:	NOT APPLICABLE
DUE DATE & TIME FOR BID SUBMISSION	:	23.09.2023 at 17:00 Hrs. (IST)
DUE DATE & TIME FOR BID OPENING	:	23.09.2023 at 18:00 Hrs. (IST)

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

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SECTION-I

INVITATION FOR BID (IFB)

SECTION-I

"INVITATION FOR BID (IFB)"

Ref No: TFL/TALCHER/PROJ/C&P/WATER/2023/BSP

Date: 16.09.2023

To,

**M/s. ROUT CONSTRUCTIONS
BIDYUT COLONY, FCI,
VIKRAMPUR, TALCHER,
DIST: - ANGUL, ODISHA - 759106
TELEPHONE/MOBILE NO. – +91-7978898115, +91-9776294000, +91-9776840003
EMAIL ID – routconst@gmail.com**

SUB: RFQ FOR SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS

Dear Sir/Madam,

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

2.0 The brief details of the RFQ are as under:

(A)	BRIEF SCOPE OF SERVICE /JOB	SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS				
(B)	RFQ NO. & DATE	TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED 16.09.2023				
(C)	TYPE OF BIDDING SYSTEM	<table border="1" style="width: 100%;"><tr><td style="text-align: center;">SINGLE BID SYSTEM</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr><tr><td style="text-align: center;">TWO BID SYSTEM</td><td style="text-align: center;"><input type="checkbox"/></td></tr></table>	SINGLE BID SYSTEM	<input checked="" type="checkbox"/>	TWO BID SYSTEM	<input type="checkbox"/>
SINGLE BID SYSTEM	<input checked="" type="checkbox"/>					
TWO BID SYSTEM	<input type="checkbox"/>					
(D)	TYPE OF RFQ	<table border="1" style="width: 100%;"><tr><td style="text-align: center;">ELECTRONIC</td><td style="text-align: center;"><input type="checkbox"/></td></tr><tr><td style="text-align: center;">MANUAL (Through Email followed by submission of Hard Copy through speed post/courier)</td><td style="text-align: center;"><input checked="" type="checkbox"/></td></tr></table>	ELECTRONIC	<input type="checkbox"/>	MANUAL (Through Email followed by submission of Hard Copy through speed post/courier)	<input checked="" type="checkbox"/>
ELECTRONIC	<input type="checkbox"/>					
MANUAL (Through Email followed by submission of Hard Copy through speed post/courier)	<input checked="" type="checkbox"/>					
(E)	COMPLETION/CONTRACT PERIOD	Contract Period shall be for a period of Six (06) Months from the date of issuance of DLOA.				

(F)	BID SECURITY / EARNEST MONEY DEPOSIT (EMD)	APPLICABLE	<input type="checkbox"/>
		NOT APPLICABLE	<input checked="" type="checkbox"/>
		(Refer clause no.16 of ITB)	
(G)	AVAILABILITY OF RFQ ON WEBSITE(S)	https://tflonline.co.in/tenders.html	
(H)	DUE DATE & TIME OF BID-SUBMISSION (ON OR BEFORE)	Date: 23.09.2023 Time: 17:00 Hrs. (IST)	
(I)	DATE AND TIME OF BID OPENING	Date: 23.09.2023 Time: 18:00 Hrs. (IST)	
(J)	CONTACT DETAILS OF DEALING OFFICER	Name : B. Sunil Patro Designation: Dy. Manager (C&P) Phone No. : 08286527177 E-mail : sunilpatrofl@gmail.com	

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

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-II) depending upon Type of Tender [refer Clause no. 2.0 (D) above]. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bids complete in all respect should reach at the address specified in Bidding Data Sheet on or before the due date & time.
- 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 Nominated agency shall submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 8.0 The RFQ Document calls for offers on single point "Sole Bidder" responsibility basis and in total compliance of Scope of Works/Services as specified in RFQ Document.
- 9.0 Clarification(s)/Corrigendum(s), if any, shall be sent to the prospective bidder(s) by email/post.

This is not an Order.

For & on behalf of
Talcher Fertilizers Limited (TFL)
(Authorized Signatory)

Name : B. Sunil Patro
Designation : Dy. Manager (C&P)
E-mail ID : sunilpatrofl@gmail.com
Contact No. : 08286527177

DO NOT OPEN - THIS IS A QUOTATION

RFQ No. : TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED 16.09.2023

**Description : SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK
FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS**

Due Date & Time : 23.09.2023 at 17:00 Hrs. (IST)

From:

To:

.....	B. SUNIL PATRO DEPUTY MANAGER (C&P) C&P DEPARTMENT TALCHER FERTILIZERS LIMITED(TFL) ROOM NO.-213, FIRST FLOOR, NEW ADMINISTRATIVE BUILDING TALCHER, POST- VIKRAMPUR, DIST- ANGUL, ODISHA: 759106
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(To be pasted on the envelope containing Bid)

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SECTION-II

INSTRUCTION TO BIDDERS

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

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

[A] – GENERAL

1 SCOPE OF BID

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

2 ELIGIBLE BIDDERS

- 2.1 The Bidder shall not be under a declaration of ineligibility by Employer for Corrupt/ Fraudulent/ Collusive/ Coercive practices, as defined in "Instructions to Bidders [ITB], Clause No. 39” (Action in case Corrupt/ Fraudulent/ Collusive/ Coercive Practices).
- 2.2 The Bidder is not put on ‘Holiday’ by any of the JV partners of TFL like (GAIL/RCF/CIL) or Public Sector Project Management Consultant (like PDIL only due to “poor performance” or “corrupt and fraudulent practices”) or banned/blacklisted by Government department/ Public Sector on due date of submission of bid. Further, neither bidder nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of TFL or the Ministry of Chemicals and Fertilizers.

If the bidding 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 2.2 herein above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause 39 of ITB.

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

It shall be the sole responsibility of the bidder to inform TFL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such

Bidders as per clause no.39 of ITB.

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

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

2.5 Deleted

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

2.7 **Power of Attorney:**

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

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

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

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

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

3 DELETED

4 DELETED

5 COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges, all courier charges, translation charges, authentication charges and any associated charges including taxes & duties

thereon. Further, TFL will in no case, be responsible or liable for these costs, 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] – BIDDING DOCUMENTS

7 CONTENTS OF BIDDING DOCUMENTS

- 7.1 The contents of Bidding Documents / 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 : Instructions to Bidders [ITB], Annexure, Forms & Format**
 - Section-III : General Conditions of Contract [GCC]
 - Section-IV : Special Conditions of Contract [SCC]
 - Section-V : Specifications, Scope of Work and Drawing
 - Section-VI : Schedule of Rates

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

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

- 7.2 The Bidder is expected to examine all instructions, forms, terms & conditions in the Bidding 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 Bidding Documents or submission of a Bid not substantially responsive to the Bidding 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 Bidding Documents may notify TFL in writing or email at TFL's mailing address indicated in the BDS 05 (five) days prior to the due date of submission of bid. 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 communicated to nominated agency/bidder by e-mail.

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

9 AMENDMENT OF BIDDING DOCUMENTS

- 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 Bidding Documents by corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be communicated to nominated agency/bidder by e-mail. Nominated agency/Bidder has 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.

[C] – 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

The Bid prepared by the Bidder shall comprise the following components sealed in single envelope:

ENVELOPE: "TECHNO-COMMERCIAL/UN-PRICED BID" & "PRICE 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' along with essential documents mentioned in F-1.
- (c) Copies of documents, as specified in tender document
- (d) 'Agreed Terms and Conditions', as per 'Form F-2'
- (e) Copy of Power of Attorney/copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no.2.7 of ITB (if applicable)
- (f) Undertaking as per *Form-I to Annexure-II to Section-II*
- (g) Undertaking as per *Form-II to Annexure-II to Section-II* i.e. **DECLARATION BY BIDDER TOWARDS MINIMUM LOCAL CONTENT**
- (h) Undertaking as per *Form-I to Annexure-III to Section-II* regarding Provisions for Procurement from a Bidder which shares a land border with India
- (i) All forms and Formats including Annexures
- (j) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page by the Authorized Signatory holding POA.

- (k) Additional document specified in BDS, SCC, Scope of Services or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (l) Any other information/details required as per Bidding Document

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

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

12 BID PRICES

- 12.1 Unless stated otherwise in the Bidding Documents, the Contract shall be for the whole works as described in Bidding Documents, based on the rates and prices submitted by the Bidder and accepted by the Employer. The prices quoted by the Bidders will be inclusive of all taxes & duties except **GST (CGST & SGST/UTGST or IGST)**.
- 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 Bidding Document. In case any activity though specifically not covered in description of item under "SOR" but is required to complete the works as per Specifications, Scope of Work/Service, Standards, General Conditions of Contract ("GCC"), Special Conditions of Contract ("SCC") or any other part of Bidding 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 Service Provider under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates/prices and the total bid-price submitted by the Bidder.

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

- 12.5 Prices quoted by the Bidder, shall remain firm and fixed and valid till completion of the Contract and will not be subject to variation on any account, unless any price escalation/variation is allowed elsewhere in the Tender Document.
- 12.6 The Bidder shall quote the prices in 'figures' & words. There should not be any discrepancy between the prices indicated in figures and the price indicated in words. In case of any discrepancy, the same shall be dealt as per clause no. 30 of ITB.
- 12.7 Bidder shall also mention the **Service Accounting Codes (SAC)** at the designated place in SOR.

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, TFL may seek copies of challan and certificate from Chartered Accountant for deposit of **GST (CGST & SGST/UTGST or IGST)** collected from Owner.

- 13.3 In case 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 Service Provider 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 with 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 indicated by bidder in the SOR.

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

- 13.9 Service Provider shall ensure timely submission of correct invoice(s)/e-invoice(s), as per GST rules/regulation, with all required supporting document(s) within a period specified in Contract to enable TFL to avail input credit of **GST (CGST & SGST/UTGST or IGST)**. Further, returns and details required to be filled under GST laws & rules should be timely filed by Service Provider 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 Service Provider on the GST portal / Govt. official website is negative /blacklisted, then the bids may be rejected by TFL. Further, in case rating of bidder is negative /blacklisted after award of work, 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 TFL.

- 13.12 GST, as quoted by the bidder in Schedule of Rates, shall be deemed as final and binding for the purpose of bid evaluation (applicable for tenders where bidder quotes the GST rates). In case a bidder enters “zero/blank” GST or an erroneous GST, the bid evaluation for finalizing the L1 bidder will be done considering the “Zero” or quoted GST rate, as the case may be. No request for change in GST will be entertained after submission of bids.

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

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

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

- 13.13 Wherever TDS under GST Laws has been deducted from the invoices raised/payments made

to the Service Provider, as per the provisions of the GST law/Rules, Service Provider should accept the corresponding GST-TDS amount populated in the relevant screen on GST common portal (www.gst.gov.in). Further, Service Provider 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 who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E-invoicing under GST law. If the invoice issued without following this process, such invoice cannot be processed for payment by TFL as no ITC is allowed on such invoices.

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

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

To ensure compliance, undertaking in requisite format is to be submitted by service provider as per format F-5 along with documents for release of payment.

13.15 New Taxes & duties: Any new taxes & duties, if imposed by the State/ Central Govt. of India after the due date of bid submission but before the Contractual Completion Date, shall be reimbursed to the 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:

Bidders 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 submission of bid'. A Bid valid for a shorter period may be rejected by TFL as 'non-responsive'.

15.2 In exceptional circumstances, prior to expiry of the original 'Bid Validity Period', the Employer may request the Bidders to extend the 'Period of Bid Validity' for a specified additional period. The request and the responses thereto shall be made in writing or by email.

A Bidder agreeing to the request will not be required or permitted to modify his Bid.

16 EARNEST MONEY DEPOSIT- NOT APPLICABLE

17 PRE-BID MEETING - NOT APPLICABLE

18 FORMAT AND SIGNING OF BID

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

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

19 ZERO DEVIATION AND REJECTION CRITERIA

19.1 **ZERO DEVIATION:** Deviation to terms and conditions of Tender Document may lead to rejection of Bid. TFL will accept Bid based on terms & conditions of Tender Document only. Bidder may note, TFL will determine the substantial responsiveness of each bid to the Tender Document 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 Document without deviation(s) or exception n(s). 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, 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) Specifications & Scope of Work/Services
- (c) Schedule of Rates/Price Schedule/Price Basis
- (d) Duration/Period of Contract/Completion schedule
- (e) Period of Validity of Bid
- (f) Price Reduction Schedule
- (g) Contract Performance Security/Security Deposit (If applicable)
- (h) Guarantee/Defect Liability Period (If applicable)

- (i) Arbitration/Resolution of Dispute/Jurisdiction of Court
- (j) Force Majeure & Applicable Laws
- (k) Integrity Pact, if Applicable
- (l) 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 (TFL) has initiated payments to Service Providers electronically, and to facilitate the payments through RTGS/NEFT/E-Banking. The successful bidder should give the details of his bank account as per prescribed format **F-3**.

[D] – SUBMISSION OF BIDS

21 SUBMISSION, SEALING AND MARKING OF BIDS

- 21.1 Bid must be submitted in sealed envelope. If the envelope is not sealed & marked as per Clause No. 11 of ITB, the employer will assume no responsibility for misplacement or pre-mature opening of the bid.
- 21.2 All the bids shall be addressed to the owner at address specified in IFB.
- 21.3 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 Bid must be submitted within the due date & time as specified in Clause no. 2.0 (I) of IFB and place mentioned in BDS.
- 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 communicated to the bidder or nominated agency.

23 LATE BIDS

- 23.1 Any bids received after the notified date and time of closing of tenders will be treated as late bids.

24 MODIFICATION AND WITHDRAWAL OF BIDS

- 24.1 The bidder may withdraw or modify its bid after bid submission but before the due date for submission as per tender document provided that the written notice of the modification/substitution/withdrawal in received by TFL prior to the deadline for submission of bid.
- 24.2 The modification shall also be prepared, sealed, marked and dispatched in accordance with the provisions of the clause 11, 21 & 22 of ITB with relevant 'Cut-Out Slip' duly pasted and mentioning on top of the envelope as "MODIFICATION". In case of withdrawal of bid, the Envelope containing withdrawal letter duly superscribing the envelope as "WITHDRAWAL" and "Tender Document number :...."/ communication regarding withdrawal of bid with "Tender Document number :...."/ must reach concerned dealing official of TFL within Due

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

- 24.3 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 BID AND TO REJECT BID

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.

26 BID OPENING

Bid shall be opened on the specified due date & time.

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

28 DELETED

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) Has been properly signed;
- (b) Is substantially responsive to the requirements of the Bidding Documents; and
- (c) 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 Bidding 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 for evaluation of bid.

- 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.

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.
- (iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out, for comparison purposes.
- (iii) 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.

31 CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS

Not Applicable. All bids submitted must be in the currency specified at clause 14 of ITB.

32 EVALUATION AND COMPARISON OF BIDS

Bid shall be evaluated as per evaluation criteria mentioned bidding documents.

33 COMPENSATION FOR EXTENDED STAY – NOT APPLICABLE

34 PURCHASE PREFERENCE – NOT APPLICABLE

[F] – AWARD OF CONTRACT

35 AWARD

Subject to "ITB: Clause-29", TFL will award the Contract to the successful Bidder or

nominated agency whose Bid has been determined to be substantially responsive and qualified to satisfactorily perform the Contract.

“TFL intent to place the contract directly on the address from where Services are to be 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 The Order/ contract value mentioned above is subject to Price Reduction Schedule clause (If applicable).

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

37 SIGNING OF AGREEMENT – NOT APPLICABLE

38 **CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT [CPS/SD]**
NOT APPLICABLE

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

39.1 Procedure for action in case Corrupt/ Fraudulent/Collusive/Coercive Practices shall be as per Appendix-1 of General Conditions of Contract- Services.

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

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

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

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

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

40 **PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**
NOT APPLICABLE

41 **AHR ITEMS**

In item rate contract where the quoted rates for the items exceed 50% of the estimate rates, such items will be considered as Abnormally High Rates (AHR) items and payment of AHR items beyond the SOR stipulated quantities shall be made at the lowest amongst the following rates:

- I) Rates as per SOR, quoted by the Service Provider/Bidder.
- II) Rate of the item, which shall be derived as follows:
 - a. Based on rates of Machine and labour as available from the contract (which includes service provider's supervision, profit, overheads and other expenses).
 - b. In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% to cover Service Provider's supervision profit, overhead & other expenses.

42 **VENDOR PERFORMANCE EVALUATION**

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

43 **INCOME TAX & CORPORATE TAX**

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

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

43.3 **TDS**

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

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

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

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

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

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

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

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

44 **DELETED**

45. **DELETED**

46. **DELETED**

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

To promote cashless transactions, the onward payments by Service Providers 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. **DELETED**

50. **PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS – NOT APPLICABLE**

51. **DELETED**

52. **DELETED**

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.

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

54. DELETED

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.

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 (TFL)												
2.1	The name of the Services to be performed is: SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS												
B. BIDDING DOCUMENT													
ITB clause	Description												
8.1	For clarification purposes only, the communication address is: Attention: B. SUNIL PATRO, DEPUTY MANAGER (C&P) TALCHER FERTILIZERS LIMITED (TFL) ROOM NO.-213, FIRST FLOOR, NEW ADMINISTRATIVE BUILDING TALCHER, POST- VIKRAMPUR, DIST- ANGUL, ODISHA: 759106 EMAIL - sunilpatrotfl@gmail.com MOBILE NO. – 8286527177												
C. PREPARATION OF BIDS													
ITB clause	Description												
12 & 13	Whether TFL will be able to avail input tax credit in the instant tender <table border="1" data-bbox="461 1205 1150 1375"><tr><td>YES</td><td><input type="checkbox"/></td></tr><tr><td>NO</td><td><input checked="" type="checkbox"/></td></tr></table> Details of Buyer: <table border="1" data-bbox="461 1473 1407 1776"><tr><td>Services to be rendered at</td><td>Talcher Fertilizers Limited (TFL), Talcher, Post- Vikrampur, Dist: Angul, Odisha</td></tr><tr><td>PAN No.</td><td>AAFCT8667A</td></tr><tr><td>GST no.</td><td>21AAFCT8667A1ZH</td></tr><tr><td>TFL Bank details</td><td>Account No.: - 41256023769 IFSC Code: - SBIN0017313 Bank Name:- STATE BANK OF INDIA Branch address:- CAG-II, NEW DELHI</td></tr></table>	YES	<input type="checkbox"/>	NO	<input checked="" type="checkbox"/>	Services to be rendered at	Talcher Fertilizers Limited (TFL), Talcher, Post- Vikrampur, Dist: Angul, Odisha	PAN No.	AAFCT8667A	GST no.	21AAFCT8667A1ZH	TFL Bank details	Account No.: - 41256023769 IFSC Code: - SBIN0017313 Bank Name:- STATE BANK OF INDIA Branch address:- CAG-II, NEW DELHI
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GST no.	21AAFCT8667A1ZH												
TFL Bank details	Account No.: - 41256023769 IFSC Code: - SBIN0017313 Bank Name:- STATE BANK OF INDIA Branch address:- CAG-II, NEW DELHI												
14	The currency of the Bid shall be INR												
15	The bid validity period shall be FOUR (04) from final 'Bid Due Date'.												
D. SUBMISSION AND OPENING OF BIDS													
ITB clause	Description												

22.3, 26 and 4.0 of IFB	For bid submission purposes only and Bid Opening Purpose the Owner's address is : Attention: B. SUNIL PATRO, DEPUTY MANAGER (C&P) TALCHER FERTILIZERS LIMITED (TFL) ROOM NO.-213, FIRST FLOOR, NEW ADMINISTRATIVE BUILDING TALCHER, POST- VIKRAMPUR, DIST- ANGUL, ODISHA: 759106 EMAIL - sunilpatrotfl@gmail.com MOBILE NO. – 8286527177				
E. EVALUATION, AND COMPARISON OF BIDS					
ITB clause	Description				
F. AWARD OF CONTRACT					
ITB clause	Description				
37	State of India which stamp paper is required for Contract Agreement: Odisha				
38	Contract Performance Security/ Security Deposit <table border="1" data-bbox="443 815 1102 972"> <tr> <td data-bbox="443 815 778 893">APPLICABLE</td> <td data-bbox="778 815 1102 893" style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td data-bbox="443 893 778 972">NOT APPLICABLE</td> <td data-bbox="778 893 1102 972" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> </table>	APPLICABLE	<input type="checkbox"/>	NOT APPLICABLE	<input checked="" type="checkbox"/>
APPLICABLE	<input type="checkbox"/>				
NOT APPLICABLE	<input checked="" type="checkbox"/>				
39.3	Name and contact details of nodal officer are as under: Shri Sujit Kumar Hota, Chief Manager (Civil) Contact No.: 9422383101 Email: skhota@rcfltd.com				
40	Whether tendered item is non-split able or not-divisible : <table border="1" data-bbox="464 1211 1126 1379"> <tr> <td data-bbox="464 1211 804 1301" style="text-align: center;">YES</td> <td data-bbox="804 1211 1126 1301" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="464 1301 804 1379" style="text-align: center;">NO</td> <td data-bbox="804 1301 1126 1379" style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	YES	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>
YES	<input checked="" type="checkbox"/>				
NO	<input type="checkbox"/>				
41	Provision of AHR Item : <table border="1" data-bbox="464 1469 1126 1637"> <tr> <td data-bbox="464 1469 804 1559" style="text-align: center;">APPLICABLE</td> <td data-bbox="804 1469 1126 1559" style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td data-bbox="464 1559 804 1637" style="text-align: center;">NOT APPLICABLE</td> <td data-bbox="804 1559 1126 1637" style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>
APPLICABLE	<input checked="" type="checkbox"/>				
NOT APPLICABLE	<input type="checkbox"/>				

ANNEXURE-II TO SECTION-II

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

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

To

All Central Ministries/Departments/CPSUs/All concerned

ORDER

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

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

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

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

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

Now therefore the following Order is issued:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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3A. Purchase Preference

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

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

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

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

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

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

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

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

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

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

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

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

10. Specifications in Tenders and other procurement solicitations:

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

d. Reciprocity Clause

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

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

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

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

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

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

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

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

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

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

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

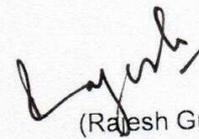
16. Standing Committee: A standing committee is hereby constituted with the following membership:

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

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

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - b. shall annually assess and periodically monitor compliance with this Order
 - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. may require furnishing of details or returns regarding compliance with this Order and related matters
 - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Rajesh Gupta)

Director

Tel: 23063211

rajesh.gupta66@gov.in

FORM-I TO ANNEXURE-II TO SECTION-II

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

To,
M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB:SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS

RFQ NO: TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED 16.09.2023

Sl. No.	Description	Parameter / Document
1	Minimum Local Content (LC) for Availing Preference under this Policy	50%
2	Margin of Purchase Preference	20%
3	Local Content (LC) % as declared by bidder.	[Tick (P) 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 for availing Purchase Preference under this Policy	Self-Declaration as per <u>FORM-II TO ANNEXURE-II TO SECTION-II</u> to be submitted by bidder having Local content % more than or equal to 50%.
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 TO ANNEXURE-II TO SECTION-II

**DECLARATION BY BIDDER TOWARDS MINIMUM LOCAL CONTENT
(TO BE SUBMITTED BY BIDDER HAVING LOCAL CONTENT EQUAL TO OR MORE
THAN 50% ON THEIR COMPANY'S LETTER HEAD)**

To,
M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB: SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS

RFQ NO: TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED 16.09.2023

Dear Sir,

A. We M/s (**Name of Bidder**) hereby confirm/certify that the goods / services offered vide our offer no..... dated meets the following minimum Local content requirement for the tender document no. for claiming purchase preference under Public Procurement (Preference to Make in India) Policy.

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

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

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

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

1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website (<https://doe.gov.in/procurement-policy-divisions>).
2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No. 1) dated 23.07.2020.

Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit 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
7. SUBMISSION OF CERTIFICATE IN BIDS:
Bidder shall submit a certificate in this regard as per Form-I to Annexure-III to Section-II.
- If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per "Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices" of tender document.
8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply 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.
9. SUB-CONTRACTING:
The successful bidder shall not be allowed to sub-contract work 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.

FORM-I TO ANNEXURE-III TO SECTION-II

UNDERTAKING ON LETTERHEAD

To,

M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB: SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS

RFQ NO.: TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED 16.09.2023

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder which shares a land border with India. 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 services 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:

FORMS & FORMAT

LIST OF FORMS & FORMAT

Form No.	Description
F-1	BIDDER'S GENERAL INFORMATION
F-2	AGREED TERMS & CONDITIONS
F-3	E-BANKING FORMAT
F-4	PRESCRIBED FORMAT FOR POWER OF ATTORNEY (POA)
F-5	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE (E-INVOICE AS PER GST LAWS)

F-1

BIDDER'S GENERAL INFORMATION

To,

M/s. TALCHER FERTILIZERS LIMITED, TALCHER

RFQ NO: TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED 16.09.2023

1	Bidder Name	M/s. ROUT CONSTRUCTIONS BIDYUT COLONY, FCI, VIKRAMPUR, TALCHER, DIST: - ANGUL, ODISHA - 759106
2	Status of Firm	Proprietorship Firm/Partnership firm/ Limited Liability Partnership (LLP) firm/Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____ [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3a	Name of Proprietor/Partners/Directors of the firm/company	
3b	Name of Power of Attorney holders of bidder	
4	Number of Years in Operation	
5	Address of Registered Office:	
		City:
		District:
		State:
		PIN/ZIP:
6	Bidder's address where contract is to be placed	
		City:
		District:
		State:
		PIN/ZIP:
7	Address from where Services are to be rendered along with GST no. * (In case Services are to be rendered from multiple locations, addresses and GST no. of all such locations are to be provided).	City: District: State: PIN/ZIP: GST No.:
8	Telephone Number/ Mobile no. of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone No.)
9	E-mail address	
10	Website	
11	Mobile Number:	_____

12	ISO Certification, if any	{If yes, please furnish details}
13	PAN No.	[Enclose photocopy of PAN card duly signed by POA holder]
14	GST No. (refer sl. no. 7 above)	[Enclose photocopy of GST Registration Certificate duly signed by POA holder]
15	EPF Registration No.	[Enclose photocopy of EPF Registration Certificate duly signed by POA holder]
16	ESI code No.	[Enclose photocopy of ESIC Registration Certificate duly signed by POA holder]
17	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents)

Note: *

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-2
AGREED TERMS & CONDITIONS

To,

M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB: SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS

RFQ NO: TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED 16.09.2023

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

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1	Bidder's name and address (FOA/DLOA/Order shall be released in this name)	Bidder's name : M/s. ROUT CONSTRUCTIONS Address: BIDYUT COLONY, FCI,VIKRAMPUR, TALCHER, ANGUL, ODISHA - 759106
2.	Bidder confirms the currency of quoted prices is in Indian Rupees.	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4	Bidder confirms that they have quoted GST (CGST & SGST/ UTGST or IGST) in Price Schedule/ SOR of Price bid.	
4.1	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 rate of applicable GST (CGST & SGST/ UTGST or IGST) in Price Schedule / Schedule of Rates of Price Bid	Yes/ No
4.2	Bidder confirms that they have mentioned Service Accounting Code (SAC) in Price Bid	
4.3	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).	
4.4	Whether bidder is liable to raise E-Invoice as per GST Act. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	
5.	Bidder confirms acceptance of relevant Terms of Payment specified in the Bid Document.	
6.	Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance (FOA) or	

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	Detailed Letter of Acceptance (DLOA).	
7.	<p>Bidder confirms acceptance of Price Reduction Schedule (If applicable as per SCC/GCC) or Deductions on account of deficiency in services or delay in completion schedule specified in Bid document.</p> <p>In case of delay, the bills / invoices shall be submitted after reducing the price reduction due to delay (refer PRS Clause).</p>	
8.	<p>a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections).</p> <p>b) Bidder confirms that printed terms and conditions of bidder are not applicable.</p>	
9.	Bidder confirms their offer is valid for period specified in BDS from Final/Extended due date of opening of Bids.	
10.	<p>Bidder confirms that</p> <p>(i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of TFL</p> <p style="text-align: center;">or</p> <p>(ii) the bidder is not a firm in which any Director (in Board of Director) of TFL or their relative is a partner.</p>	
11.	All correspondence must be in ENGLISH language only.	
12.	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.	
13.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
14.	<p><u>No Deviation Confirmation:</u></p> <p>It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.</p>	
15.	<p>Pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable:</p> <p>"We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the</p>	

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."</p>	
16.	<p>Bidder to ensure all documents as per tender including clause 11 of Section III and all Formats are included in their bid</p>	
17.	<p>Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work/Services, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.</p>	
18.	<p>Bidder hereby confirms that they are not on 'Holiday' by TFL or Public Sector Project Management Consultant (like PDIL only due to "poor performance" or "corrupt and fraudulent practices") or banned by Government department/ Public Sector on due date of submission of bid.</p> <p>Further, Bidder confirms that neither they nor their allied agency/(ies) (as defined in the Procedure for Action in case of Corrupt/ Fraudulent/ Collusive/ Coercive Practices) are on banning list of TFL or the Ministry of Chemicals and Fertilizers.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of TFL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be</p>	

Sl. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices. 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.	
19.	Bidder confirms that they have read and understood the General Conditions of Contract - Services available on TFL's Tender website (https://tflonline.co.in/general-conditions-of-contract-for-works.html) & no 'exception / deviation' anywhere has been taken in the same and that they shall abide by provisions of relevant GCC.	
20.	Bidder certifies that they would adhere to the Fraud Prevention Policy of TFL [available on TFL's website (https://tflonline.co.in/index.html) under important links] and shall not indulge themselves or allow others (working in TFL) to indulge in fraudulent activities and that they would immediately apprise TFL of the fraud/suspected fraud as soon as it comes to their notice. Concealment of facts regarding their involvement in fraudulent activities in connection with the business transaction(s) of TFL is liable to be treated as crime and dealt with by the procedures of TFL as applicable from time to time.	
21.	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.	
22.	Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms & conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

F-3
E-Banking Mandate Form
(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

BANK CERTIFICATE

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

Bank stamp

Date

(Signature of authorized officer of bank)

F-4
POWER OF ATTORNEY (POA)

(To be submitted on the Non-Judicial stamp paper or company/firm letter head)

RFQ No.: TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED 16.09.2023

Description of work:SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS

Name of Bidder: _____

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

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

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

(*)

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

SIGNATURE OF THE LEGAL PERSON

(Name of person with Company seal)

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

(Signature)

Name of person: _____

E-mail id: _____

F-5

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

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

To,

M/s. TALCHER FERTILIZERS LIMITED, TALCHER

SUB: SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A
PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS

DLOA NO:

Dear Sir,

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

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

(Supplier is to tick appropriate option (✓) 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 cannot 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 (both for E-invoicing cases and non-E-invoicing cases), then TFL shall not be obligated or liable to pay or reimburse **GST (CGST & SGST/UTGST or IGST)** claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such **GST amount (CGST & SGST/UTGST or IGST)** or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the Supplier under this contract or under any other contract.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

SECTION-III

GENERAL CONDITIONS OF CONTRACT

The complete GCC (General Conditions of Contract) is available on TFL's website (<http://tflonline.co.in/images/GCC-FOR-SERVICES.pdf>). Bidders are advised to go through the entire GCC and confirm understanding and acceptance of the same [under Sl. No. 19 of Format F-2 (Agreed Terms and conditions)].

SPECIAL CONDITIONS OF CONTRACT (SCC)

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 the 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 and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein, and CODES referred to. Where the job specification stipulates 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 WORK

The detailed Scope of Work/Services is as mentioned in the tender document.

3.0 LOCATION OF WORK

TFL Office, TFL Quarters, at any locations of TFL, Talcher Fertilizers Limited (TFL), Talcher, P.O. – Vikrampur, Dist. – Angul (Odisha).

4.0 CONTRACT PERIOD

The Period of Contract shall be Six (06) Months from the date of issuance of Detailed Letter of Acceptance (DLOA).

Notice of intention to extend the contract will be given before the expiry of the contract. TFL reserves the right to terminate the full contract or a part thereof at any time without assigning any reason therefore by giving 10 days notices in writing if the services rendered/provided to

TFL employees/guest(s) are not found to be satisfactory during this period. The Contractor shall not be entitled for any compensation by reasons of any such termination.

It shall be the responsibility of the contractor to provide all statutory documents of Tanker/Water/Driver to the EIC before their services under this contract. TFL reserves the right to verify the antecedents of any Driver/Tanker and reject any of the contractor's Driver/Tanker. TFL shall be at liberty not to allow entry into its premises to any of the employees/Tanker/Driver whose activities appear to be prejudicial to the safety, security, or other interest of the company.

Date of Manufacturing of tanker shall not be before December,2019. Contractors must submit supporting documents for the same.

5.0 MOBILISATION PERIOD

Mobilization shall be as per the direction of EIC on issuance of the Detailed Letter of Acceptance (DLOA). One requisition slip shall be issued to the contractor for the supply of the Tanker. Requisition slips can be sent by telephone, mail or by post.

6.0 PAYMENT TERMS

a) At the time of submission of monthly bills:

1. Monthly bill duly certified by the contractor or his authorized representative.
2. Bill should be raised once a month. The necessary payment shall be released after checking all the necessary documents.
3. To be attached delivery challan for proof of delivery.
4. Logbook to be maintained for supply of water tanker. After supply of water tanker, logbook should be duly signed by EIC.

GST No. of TFL and contractor should be mentioned on the invoice. (TFL GST No. 21AAFCT8667AIZH)

PAYING AUTHORITY

Director (Finance)
Talcher Fertilizers Limited
Administrative Building
PO: Vikrampur, Talcher
Angul, Odisha – 759106

7.0 AT THE TIME OF CLOSURE OF CONTRACT:

Copies of No Dues Certificate from contract workers stating they have received all statutory payments and social benefits.

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

8.0 PRICE BASIS

The contractor must supply water tankers on demand basis round the clock 24/7 (365 days). The contractor must supply a minimum of 4000ltr. in one tanker.

Bidder should take care of GST while quoting rates and should separately indicate the rate of GST to be charged in their monthly bills.

The rate quoted by the bidder shall be all inclusive to provisions of all incidental expenses necessary for proper execution and completion of work in full in accordance with the terms & conditions of the tender.

Contract shall be terminated for the following cases:

- i. If any kind of complaint against contractor is received against water supply/Water quality.
- ii. If contractor does not supply required quantity of tankers within specified time.
- iii. If Contractor performance is unsatisfactory.

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.

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

9.0 DEDUCTION

₹ 10,000/- shall be charged if water is not supplied for consecutive 3(three) occasions after receiving requisition slip by EIC/TFL officials. In this period Water may be procured from market. The expenditure incurred in this connection will be deducted from the payment of water bills of contractor and one warning notice may be issued to contractor. After three warning notice, contract may be terminated.

Contract may be terminated if water is not supplied for consecutive maximum 10 (Ten) occasions after receiving requisition slip by EIC/TFL officials.

If the quality of water supplied is found to be contaminated or not as per drinking standards, the contract may be terminated and legal action (If required) will be taken against the supplier. Deduction shall be recoverable from the bills of the contractor and/or by adjustment at the discretion of the TFL, Talcher.

If any damage is caused by the contractor to TFL building or any other damage noticed during the movement of water tanker or otherwise should be made good by the contractor, if contractor fails to do so, the expenditure incurred in this connection will be deducted from the payment of water bills.

The tankers drivers shall strictly observe the traffic rules and should not drive the tankers inside the TFL premises above the speed limit of 10km/hr. If any accident, injuries or harm is sustained by the tankers inside and outside of TFL, Talcher all the claim, liabilities, compensation will be under the scope of agency/contractor.

Complaints of misbehavior or negligence on the part of contract labour a deduction of ₹ 1000/- per instance would be imposed on the contractor and warning notice may be issued to contractor. After three notices contract may be terminated.

Violating of plant safety regulations by the contractor supervisor/ labour on duty a deduction of ₹ 500/- per day per contractor Supervisor/ labour would be imposed on the contractor.

10.0 QUALITY OF WATER

The contractor should have water tanker as per govt. standards for drinking portable water.

Contractor should produce the proof of source of water.

Water should be clear, portable, totally hygienic, order less, equivalent to standards of drinking water as per government certified standard.

Contactoer shall submit the reports of water, (Chemical and Biological) to TFL, Talcher, on monthly basis as required from an approved laboratory and the expenses of tests should be borne by the contractor only.

The tanker used for supplying water should be clean and in satisfactory hygienic condition.

If any type of harm water or filthy water filled by contractor into the TFL guest house/TFL's any locations tank, then every tank should be drained and cleaned by contractor and fresh water to be filled at his own cost within 48 hrs. as per direction of EIC.

Any harm/damage caused for the use of this harm/filthy water, a deduction of 1%-10% of the total contract value shall be incorporated as a compensation as per direction of EIC and warning notice to be issued to the contractor.

If aforementioned issues repeatedly happen, contract may be terminated after issuing of third notice.

11.0 QUANTITY OF WATER SUPPLY

Total amount of water should not exceed 135 (One Hundred Thirty-Five Only) nos. of tanker (Tanker Capacity should be minimum 4000 ltr. of water).

The frequency of supply of water at Vikrampur guest house, TFL will be met with daily requirement as per the direction of EIC.

Water supplier should be able to supply water on any day (24/7) including Holidays/Saturday/Sunday. If he fails to deliver in time, TFL, Talcher reserves its rights to get the same through other agencies. All payments made to other agencies shall be adjusted from contractor's balance payments.

SCOPE OF WORK/SERVICES

- i) The contractor should have deployed water tanker. Contractor should arrange a joint visit along with EIC/TFL officials to exhibit the source of water before commencement of supply.
- ii) The contractor shall produce the test report of water. Lab may be the certified government lab.
- iii) Water filling into tanker at source and transportation from source to TFL guest house/TFL's any location should be the scope of contractor.
- iv) Arrangement of pump set for pumping of water to the overhead, underground and ground water tank at any location of TFL should be the scope of contractor.
- v) Periodical (monthly) cleaning of tanker to be carried out in presence of TFL as per the direction of EIC.
- vi) If any type of harm water or filthy water filled by contractor into the TFL office tank/TFL's any location tank, then every tank should be drained and cleaned by contractor and fresh water to be filled at his own cost within 48 hrs. as per direction of EIC.
- vii) Tanker shall be emptied by the water supplier in any locations of TFL/Overhead tank/underground tank/ground water tank. Water Tanker suppliers should obey the instruction of EIC/TFL staff while emptying the tanker.
- viii) Water supplier should be able to supply water within 24 hrs. of receiving requisition slip from EIC/TFL official on any day (24/7) including Holidays/Saturday/Sunday. If he fails to deliver in time, TFL, Talcher reserves its rights to get the same through other agencies. All payments made to other agencies shall be adjusted from contractor's balance payments.
- ix) The water supplier should comply with all statutory regulations of concerned authorities (like Local Administration Department, RTO, & Income Tax Department etc.) and should produce the vehicle fitness certificate, valid driving license, and supplier should also give details of water supplier from where the water is brought.
- x) Contractor has to supply portable drinking water as per allowable limit of test sample. Test sample is attached as (**Annexure-I**).

GENERAL TERMS & CONDITIONS

- A. Contractor will provide the water tanker at required nos. for TFL guest houses, TFL, Talcher.
- B. Contractor should provide the test report of water.
- C. Contractor shall make available for the quality inspection of water at any time as per requirement of EIC.

Annexure-1

Government of India
Department of Atomic Energy
Heavy Water Plant, Talcher
Process Control & Analytical Laboratory

P.O: Vikrampur
Dist.: Angul
Odisha: 759106

Ref: HWP/TAL/LAB/2021/018

Dated: 25th March 2021Analysis ReportSample: Potable Water Sample as received from TFL on 23.03.2021.

Sl. No.	Parameter	Range	Results of Sample-1*	Results of Sample-2#
1	pH	6.5 to 8.5	7.79	8.23
2	Odour	Unobjectionable	Passes	Passes
3	Conductivity	-	777.9 μ S/cm	358.4 μ S/cm
4	Total Dissolved Solids	500 max & upto 2000	585.6 mg/L	277.5 mg/L
5	Total Hardness (as CaCO ₃)	300 max & upto 600	350 mg/L	132 mg/L
6	Calcium Hardness (as Ca)	75 max & upto 200	84.8 mg/L	35.2 mg/L
7	Magnesium Hardness (as Mg)	30 max & upto 100	33.5 mg/L	10.7 mg/L
8	Chloride	250 max & upto 1000	48.2 mg/L	31.2 mg/L
9	Residual Free Chlorine	0.2	0.13 mg/L	0.12 mg/L
10	Turbidity	5 max and upto 10	0.12 NTU	0.18 NTU
11	Fluoride (as F)	1.0 max and upto 1.5	0.98 mg/L	0.39 mg/L
12	Iron (as Fe)	0.3 max and upto 1.0	0.18 mg/L	0.03 mg/L

*Sample-1 \rightarrow Bhanja Colony Well#Sample-2 \rightarrow Balanda Well

(L.B. Singh)
Scientific Officer
(PC&AL)



SECTION-VI

SCHEDULE OF RATES (SOR)

SUB: SUPPLY OF WATER BY TANKERS AT TFL OFFICE AND CISF BARRACK FOR A PERIOD OF SIX (06) MONTHS ON NOMINATION BASIS

RFQ NO.: TFL/TALCHER/PROJ/C&P/WATER/2023/BSP DATED 16.09.2023

Sl. No.	Item Description	Unit of Measurement (UOM)	Qty. in Nos.	SAC Code	Unit Rate including all taxes & duties except GST (in ₹)		Total amount including all taxes & duties except GST (in ₹)	Applicable GST		Total amount including GST (in ₹)
					In Figures	In Words		Rate of GST in %	Corresponding GST amount in ₹	
1	Supply of Water by Tankers at TFL Office and CISF Barrack for a Period of Six (06) Months (Tanker Capacity – 4000 Litre)	Trip	135							
Total Amount inclusive of applicable GST (in ₹)										

Note:

1. The above rate shall be firm and valid for the entire Contract Period including any extension thereof and no escalation shall be permissible for any reason whatsoever.
2. Service Provider must follow all the guidelines mentioned in the Scope of Work and Special Conditions of Contract (SCC).
3. Service Provider may be required to supply maximum of 4 tankers/day.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal: