

# NOTICE INVITING TENDER

FOR

**GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND  
CONSTRUCTION OF 220 KV LILO GIS AT  
TALCHER FERTILIZERS LTD**

**(OPEN DOMESTIC COMPETITIVE BIDDING)**

**(NIT NO : PNMM/PC-183/E- 4021/NCB)**



**TALCHER FERTILIZERS LIMITED**

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



**ISSUED BY**



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



**09.06.2023**





 <div>पी डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS TALCHER FERTILIZERS LIMITED, ODISHA (INDIA)</div> <div>MASTER INDEX</div>	PC183/E-4021	0	
		DOC. NO.	REV.	
		SHEET 1 OF 4		

### **MASTER INDEX**

<b>PART-I, COMMERCIAL</b>	
<b>Section</b>	<b>Description</b>
<b>Section-I</b>	
1.0	Invitation For Bid (IFB)
<b>Section-II</b>	
2.1	Bid Evaluation Criteria (BEC)
2.2	Evaluation Methodology
<b>Section-III</b>	
3.0	Instructions to Bidders (ITB), Annexures and Forms & Format
<b>Annexures</b>	
Annexure-I	Procedure For Action In Case Corrupt/fraudulent/Collusive/ Coercive Practices
Annexure-II	Vendor Performance Evaluation
	ANNEXURE-1: Performance Rating Data Sheet
	ANNEXURE-2: Performance Rating Data Sheet
Annexure-III	Instruction For Participation In E-Tender
Annexure-IV	Bidding Data Sheet (BDS)
Annexure-V:	Public Procurement Policy (PPP)
Annexure-VI:	Preamble to Schedule of Rates
Annexure-VII:	Provision for Procurement from a Bidder Which Shares a Land Border With India



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS TALCHER FERTILIZERS LIMITED, ODISHA (INDIA)</b>	PC183/E-4021	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		SHEET 2 OF 4		
<b>MASTER INDEX</b>				

<b>Forms &amp; Formats</b>	
F-1	Bidder's General Information
F-2	Proforma of "Declaration for Bid Security"
F-3	"Letter Of Authority"
F-4	Proforma of "Bank Guarantee" for "Contract Performance Security / Security Deposit"
F-5	Agreed Terms & Conditions
F-6	Acknowledgement Cum Consent Letter
F-7	Bidder's Experience
F-8	Checklist
F-8(B)	Checklist For Bid Evaluation Criteria (BEC) Qualifying Documents
F-9	Format for Certificate from Bank if Bidder's Working Capital is inadequate
F-10	Format for Chartered Accountant Certificate for Financial Capability of the Bidder
F-11	Format For Consortium Agreement(on Non- Judicial Stamp Paper of appropriate value) Consortium/ JV Agreement- NOT APPLICABLE
F-12	Bidder's Queries for Pre Bid Meeting
F-13	E-Banking Format
F-14	Integrity Pact
F-15	Indemnity Bond
F-16	Frequently Asked Questions (FAQS)
F-17	Proforma of Bank Guarantee For Mobilisations Advance Payment
F-18	Proforma of Bank Guarantee For Payments Towards Placement Of All Purchase Orders Of Major Tagged Items
F-19	Format of "Letter of No Deviations"
F-20	Format For Power of Attorney
F-21	Undertaking Regarding Submission of Electronic Invoice( E-Invoice as per GST law)
F-22	Undertaking regarding submission Contract Performance Security (CPS) / Security Deposit (SD) within stipulated timeline
F-23	Proforma For Contract Agreement
F-24	No Claim Certificate
<b>Section-IV</b>	
4.0	General Conditions of Contract (GCC)
<b>Section-V</b>	
5.0	Special Conditions Of Contract (SCC)

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS TALCHER FERTILIZERS LIMITED, ODISHA (INDIA)</b>  <b>MASTER INDEX</b>	PC183/E-4021	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		SHEET 3 OF 4		

## CONTENTS (TECHNICAL)

SECTION-VI	DESCRIPTION
VI-1.0	PROJECT TECHNICAL SPECIFICATION
VI-2.0	220kV GAS INSULATED SWITCHGEAR
VI-3.0	220/33 kV, 20MVA POWER TRANSFORMER
VI-4.0	CONTROL AND RELAY PANEL
VI-5.0	SUBSTATION AUTOMATION SYSTEM
VI-6.0	220kV OUTDOOR METERING CURRENT TRANSFORMER
VI-7.0	220kV OUTDOOR METERING POTENTIAL TRANSFORMER
VI-8.0	220kV OUTDOOR DISCONNECTOR
VI-9.0	216kV OUTDOOR LIGHTNING ARRESTER
VI-10.0	33kV OUTDOOR VACUUM CIRCUIT BREAKER
VI-11.0	33kV OUTDOOR DISCONNECTOR
VI-12.0	33kV OUTDOOR CURRENT TRANSFORMER
VI-13.0	33kV OUTDOOR POTENTIAL TRANSFORMER
VI-14.0	30kV OUTDOOR LIGHTNING ARRESTER
VI-15.0	33kV BUS POST INSULATOR
VI-16.0	LT SWITCHGEAR
VI-17.0	POWER & CONTROL CABLE
VI-18.0	AIR CONDITIONING
VI-19.0	FIBRE OPTIC TERMINAL EQUIPMENT
VI-20.0	VISUAL MONITORING SYSTEM
VI-21.0	220V BATTERY & BATTERY CHARGER
VI-22.0	48V BATTERY & BATTERY CHARGER
VI-23.0	250kVA STATION TRANSFORMER

 <div>पी डी आई एल PDIL</div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS TALCHER FERTILIZERS LIMITED, ODISHA (INDIA)</b>	PC183/E-4021	0	
		DOC. NO.	REV.	
		SHEET 4 OF 4		
<b>MASTER INDEX</b>				

VI-24.0	250kVA DIESEL GENERATOR SET
VI-25.0	FIRE FIGHTING SYSTEM
VI-26.0	OPGW
VI-27.0	GENERAL LIGHTING SYSTEM
VI-28.0	HIGH MAST LIGHTING
VI-29.0	STANDARD CIVIL WORKS
VI-30.0	SWITCHYARD STRUCTURES
VI-31.0	ERECTION TECHNICAL SPECIFICATION
VI-32.0	HARDWARE SPECIFICATION
VI-33.0	220kV TRANSMISSION LINE SPECIFICATIONS
VI-34.0	220kV CABLE TECHNICAL SPECIFICATION
VI-35.0	220kV CABLE ERECTION SPECIFICATION
VI-36.0	TESTING INSTRUMENTS, TOOLS & TACKLES & FURNITURE

### ANNEXURES

ANNEXURES NO.	DESCRIPTION
X-I	APPROVED MAKE LIST
X-II	PROJECT BILL OF QUANTITY
X-III	LIST OF MANDATORY SPARES
X-IV	TENDER DRAWINGS

<b>Section-VII</b>	Schedule of Rates
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**SECTION-I**

**INVITATION FOR BID (IFB)**

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

Ref No: PNMM/PC-183/E-4021/NCB

Dated: 09.06.2023

To,

**PROSPECTIVE BIDDERS**

**SUB: GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILIZERS LTD**

Dear Sir/Madam,

**1.0 INTRODUCTION:**

- 1.1 GAIL ( India) Limited (GAIL), Rashtriya Chemicals & Fertilizers Limited (RCF), Coal India Limited (CIL) and Fertilizer Corporation of India Limited (FCIL) have formed a Joint Venture company in the name of Talcher Fertilizers Limited (TFL) hereinafter also referred to as "Owner", intends to carry out the work of **Grid Connectivity to TFL to supply 90 MW Power through Line in Line Out (LILO) Arrangement from existing 220KV TTPS-Rengali line and construction of 220 kV LILO GIS on item rate basis** for its Ammonia Urea Plant, an integrated fertilizer and chemical complex comprising of Coal Gasification and Gas Purification Unit, Ammonia Synthesis Unit, Urea Plant, along with necessary offsite and utility facilities at Talcher Unit, Angul district, in the state of Odisha, India.
- 1.2 GAIL (India) Limited is a Public Sector Unit under the Ministry of Petroleum & Natural Gas and Rashtriya Chemicals & Fertilizers Limited (RCF) & Fertilizer Corporation of India Limited (FCIL) are two Public Sector Units under the Ministry of Chemicals & Fertilizers and Coal India Limited (CIL) is a Public Sector Unit under the Ministry of Coal, Govt. of India.
- 1.3 Projects and Development India Limited (PDIL), hereinafter referred to as PROJECT MANAGEMENT CONSULTANT (PMC) on behalf of M/s Talcher Fertilizers Ltd. (TFL), hereinafter referred as OWNER, has the pleasure of inviting bids from eligible domestic bidders to submit Bid ONLINE through Central Public Procurement (CPP) Portal under Single Stage Two Bid System, for the subject works.
- 1.4 "PTC India Limited" hereinafter referred to as CONSULTANT, has been retained by M/s Talcher Fertilizers Ltd. (TFL), hereinafter referred as OWNER for providing consultancy services for **"Grid Connectivity to TFL to supply 90 MW Power through Line in Line Out (LILO) Arrangement from existing 220KV TTPS-Rengali line and construction of 220 kV LILO GIS on item rate basis"**.

2.0 The brief details of the tender are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF SERVICE/JOB	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILIZERS LTD</b>					
(B)	NIT NO. & DATE	PNMM/PC-183/E-4021/NCB DATED 09.06.2023					
(B1)	TYPE OF TENDER	OPEN DOMESTIC COMPETITIVE BIDDING					
(C)	TYPE OF BIDDING SYSTEM	<table border="1"> <tr> <td>SINGLE BID SYSTEM</td> <td><input type="checkbox"/></td> </tr> <tr> <td>TWO BID SYSTEM</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	SINGLE BID SYSTEM	<input type="checkbox"/>	TWO BID SYSTEM	<input checked="" type="checkbox"/>	
SINGLE BID SYSTEM	<input type="checkbox"/>						
TWO BID SYSTEM	<input checked="" type="checkbox"/>						
(D)	TYPE OF TENDER	<table border="1"> <tr> <td>E-TENDER (CPP PORTAL)</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>MANUAL</td> <td><input type="checkbox"/></td> </tr> </table>	E-TENDER (CPP PORTAL)	<input checked="" type="checkbox"/>	MANUAL	<input type="checkbox"/>	
E-TENDER (CPP PORTAL)	<input checked="" type="checkbox"/>						
MANUAL	<input type="checkbox"/>						
(E)	COMPLETION PERIOD	Please Refer Clause 14.0 of SPECIAL CONDITIONS OF CONTRACT.					
(F)	BID SECURITY /EARNEST MONEY DEPOSIT (EMD}	<table border="1"> <tr> <td>APPLICABLE</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NOT APPLICABLE</td> <td><input type="checkbox"/></td> </tr> </table> <p>EMD value: <b>Rs. 71.99 Lakh</b> (Rupees Seventy One Lakh and Ninety Nine Thousand Only)</p> <p>Exempted Bidders (i.e. MSEs, Start-ups and Govt Dept./PSUs) are required to submit declaration for Bid security as per Form F-2B (Refer clause no.16 of ITB).</p>	APPLICABLE	<input checked="" type="checkbox"/>	NOT APPLICABLE	<input type="checkbox"/>	
APPLICABLE	<input checked="" type="checkbox"/>						
NOT APPLICABLE	<input type="checkbox"/>						
(G)	AVAILABILITY OF TENDER DOCUMENT ON WEBSITE(S)	(i) CPP Portal ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) (ii) TFL Website - <a href="http://tflonline.co.in">http://tflonline.co.in</a> (iii) PDIL website - <a href="http://www.pdilin.com">www.pdilin.com</a>					
(H)	LAST DATE OF RECEIPT OF BIDDER'S PRE-BID QUERIES	Not Applicable					



<b>(I)</b>	DATE, TIME OF PRE-BID MEETING (Through Video Conferencing)	Not Applicable
<b>(J)</b>	BID SUBMISSION START DATE	26.06.2023 at 15:00 Hrs (IST)
<b>(K)</b>	BID CLOSING DATE	<b>10.07.2023 at 15:00 Hrs. (IST)</b>
<b>(L)</b>	BID OPENING DATE	<b>11.07.2023 at 15:00 Hrs. (IST)</b>
<b>(M)</b>	<b>Address for Communication</b>	
<b>(i)</b>	PDIL	<p>M/s Projects &amp; Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)</p> <p>Kind Attention: Mrs. Anjali Thakur, Dy. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2529842 E-mail : <a href="mailto:anjali@pdilin.com">anjali@pdilin.com</a> <a href="mailto:alam@pdilin.com">alam@pdilin.com</a></p>
<b>(ii)</b>	TFL	<p>M/s Talcher Fertilizers Ltd. (TFL), C/O GAIL Training Institute, PARC Building, Plot No. 24, Sector-16A Film City, Noida District – G.B. Nagar, U.P. - 201301</p> <p>Kind Attention : Mr. Satyabrata Mishra General Manager (Projects) Tel No. : +91-9927339444 E-mail : <a href="mailto:smishra@gail.co.in">smishra@gail.co.in</a>; <a href="mailto:mannapaul@gail.co.in">mannapaul@gail.co.in</a></p>
<b>(N)</b>	Original Documents to be submitted at	<p>Projects &amp; Development India Limited, (Materials Management Department) P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)</p> <p>Kind Attention: Mrs. Anjali Thakur , Addl. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2529842 E-mail : <a href="mailto:anjali@pdilin.com">anjali@pdilin.com</a></p>
<b>(O)</b>	Contact Person for Site visit	M/s Talcher Fertilizers Ltd. (TFL), Administrative Building, Talcher, Post: Vikrampur,

		Dist: Angul, Pincode-759106, Odisha  Kind Attention: Mr. Satyabrata Mishra General Manager (Projects) Tel No. : +91-9927339444 E-mail : smishra@gail.co.in
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In case the days specified above happens to be a holiday in TFL/PDIL, the next working day shall be implied.

- 3.0 Bids must be submitted strictly in accordance with Clause No. 11 of ITB (Section-III of tender) depending upon Type of Tender as mentioned at Clause no. 2.0 (D) above. The IFB is an integral and inseparable part of the bidding document.
- 4.0 Bid must be submitted only on CPP Portal (<https://eprocure.gov.in/eprocure/app>). Further, the following documents in addition to uploading the bid on CPPP's Portal shall also be submitted in Original (in physical form) within 7 (seven) days(\*) from the bid due date, provided the scanned copies of the same have been uploaded in e-tender by the bidder along with e-bid within the due date and time to the address mentioned in Clause no. 2.0 (M) of IFB:-
  - i) EMD (for all bidders except exempted category) /Declaration for Bid Security (for exempted bidders)
  - ii) Power of Attorney
  - iii) Integrity Pact
  - iv) TPI Letter
  - v) Line of Credit (If applicable)
- 5.0 Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents and not to stipulate any deviations/exceptions.
- 6.0 Any bidder, who meets the Bid Evaluation Criteria (BEC) and wishes to quote against this Tender Document, may download the complete Tender Document along with its amendment(s) if any from websites as mentioned at 2.0 (G) of IFB and submit their Bid complete in all respect as per terms & conditions of Tender Document on or before the Due Date & Time of Bid Submission.
- 7.0 Bid(s) received from bidders to whom tender/information regarding this Tender Document has been issued as well as offers received from the bidder(s) by downloading Tender Document from above mentioned website(s) shall be taken into consideration for evaluation & award provided that the Bidder is found responsive subject to provisions contained in Clause No. 2 of ITB (Section-III of tender).

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

- 8.0 Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the website(s) only as mentioned at 2.0 (G) of IFB. Bidders are requested to visit the CPP Portal regularly to keep themselves updated. No complaint/representation shall be entertained from bidders in case they do not see / download the amendments, etc. issued to the tender document by TFL from time to time on the CPP Portal.
- 9.0 All bidders who are willing to submit their bid are required to submit F-6 (Acknowledgement cum Consent letter) duly filled within 7 days from date of receipt of tender information.

**This is not an Order.**

**Thanking You,**  
For and on behalf of  
Talcher Fertilizers limited

(Anjali Thakur)  
Dy. General Manager (M.M)  
**Projects & Development India Limited**

**PHYSICAL DOCUMENTS (EMD/Declaration for Bid Security, POA, Integrity Pact & TPIA Letter)**

**Tender Document No. : PNMM/PC-183/E-4021/NCB dated 09.06.2023**

**Description : GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER  
AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER  
FERTILIZERS LTD**

**Due Date & Time : 10.07.2023 at 15:00 hrs.**

<b>From:</b> ..... ..... ..... .....	<b>To:</b> M/s Projects & Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)  Kind Attention: Mrs. Anjali Thakur Dy. General Manager(M.M)
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**(To be pasted on the envelope containing Physical Document)**

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**SECTION-II**

**BID EVALUATION CRITERIA**

**&**

**EVALUATION METHODOLOGY**

## **SECTION-II**

### **1.0 BID EVALUATION CRITERIA (BEC)**

Bids are hereby invited from competent Domestic Bidders meeting the technical and financial criteria of respective BEC stated hereunder.

Evaluation of Techno-Commercial offers shall be carried out for only those Bidders who shall meet the BEC.

#### **(A) Technical Criteria:**

**A.1** The bidder must have completed at least One or Two or three “**Similar work\***”, in previous Seven (07) years reckoned from the original bid opening date

(i) The bidder must have completed One “**Similar work**”, having completed value of not less than INR 67.96 Crore (including tax & duties).

**OR**

(ii) The bidder must have completed Two “**Similar work**”, having completed value of not less than INR 42.47 Crore (including tax & duties).

**OR**

(iii) The bidder must have completed Three “**Similar work**”, having completed value of not less than INR 33.98 Crore (including tax & duties).

“**Similar work**” shall mean the following:

Design/ Engineering/ Detail Engineering, Procurement, Erection/ Installation, Testing/ Commissioning including civil works of 220kV or above voltage class Indoor Double Bus Gas Insulated Substation (GIS) / Switchyard.

**OR**

In case, the bidder does not meet the Design/ Engineering/ Detail Engineering with respect to above similar work, the bidder still be considered, provided:

a) The bidder should have experience of Procurement, Erection/ Installation, Testing/ Commissioning including civil works of 220kV or above voltage class Indoor Double Bus Gas Insulated Substation (GIS) / Switchyard.

- b) Bidder engages a back-up consultant/technical collaborator/agency for design and engineering of “220kV voltage class Indoor Double Bus Gas Insulated Substation (GIS) / Switchyard”, who meets the requirement in respect of design and engineering of 220kV or above voltage class Indoor Double Bus Gas Insulated Substation (GIS)/ Switchyard. However, the ultimate responsibility lies with the bidder.
- c) The bidders furnishes along with his bid the MoU (or Letter of Agreement or letter of consent) with the above back-up consultant/technical collaborator/agency/. Above back-up consultant/ technical collaborator/agency shall not be changed thereafter.

**Note:** In case bidder has executed and completed composite works which includes any of the qualifying works(s) stated above i.e. **(A.1)**, then value of such qualifying works out of the total value of composite works shall be considered for the purpose of qualification.

**A.2** The said “**Similar Work**” referred at **A.1** as stated above must have been in operation for at least 1 (one) year as on the original bid opening date from the Date of Acceptance / Commissioning of the works.

**A.3** **Applicability of Policy for providing preference to Domestically Manufactured Iron & Steel (DMI & SP) products.**

Bidder should have minimum prescribed domestic value addition requirement in line with the Domestic Manufactured iron & Steel Policy (DMI & SP) for the Iron & Steel products involved in execution of the contract. Bidder shall submit affidavit from the domestic manufacturers of such Iron & steel products as per the Form-I mentioned in the policy document.

A bidder who is not manufacturer of Iron & Steel product and is unable to submit the Affidavit from domestic manufacturers at bidding stage, such bidder can submit the Affidavit issued by domestic manufacturers after placement of order. In this case bidder along with his bid shall submit an undertaking as per attached format in NIT.

If a bidder does not submit above affidavit/ undertaking as per format, the offer of bidder shall be rejected.

**Additional Notes to Technical Criteria:**

- I. Job completed by a Bidder for its own plant/ project cannot be considered as experience for the purpose of meeting BEC of the tender. However, jobs completed for Subsidiary/ Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the Bidder towards payments of statutory tax in support of the job completed for Subsidiary/ Fellow subsidiary/ Holding company. Such Bidders to submit these documents in addition to the documents specified to meet BEC.
- II. The bidder must submit the completion certificate/acceptance certificate issued by Order issuing authority/end user/ owner (or their consultant who has been duly authorized by them to issue such certificate) only after completion of work/ supply in all aspects.

- III. Only documents (Work order, completion certificate, execution certificate etc.) which have been referred /specified in the bid shall be considered in reply to the queries during evaluation of bids.
- IV. In case more than one contract/order/agreement/DLOA are emanating against same tender, these contracts are to be considered as single contract for evaluation of credentials of a bidder for meeting their experience criteria.
- V. Experience of bidder acquired as a subcontractor is acceptable against submission of certificate from End User/ Owner by such bidder along with other specified documents.
- VI. Bids from Consortium/ Joint Venture shall not be accepted.
- VII. If a Bidder has executed "Similar work" in the capacity of Joint Venture/ Consortium partner, his experience shall be considered to the extent of scope of work defined under the Joint Venture/ Consortium Agreement.

**(B) Financial Criteria:**

- B.1** The Average Annual Turnover of the bidder in any one of the last three (03) preceding financial years should be at least **INR 36.41 Crore**.
- B.2** Net Worth of the bidder should be positive as per last audited financial year.
- B.3** The Bidder should have minimum working capital equal to **INR 7.28 Crore** as per last audited financial year. However, if the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their Bank having Net worth of the bank not less than Rs. 100.0 Crore (or equivalent USD), confirming the availability of line of credit for **INR 7.28 Crore**. The line of credit from bank shall be submitted strictly as per prescribed format.

**"Notes for B.1, B.2 & B.3"**

**Annual Turnover:** Preceding 3 financial years mentioned in aforesaid BEC refer to immediate 3 preceding financial years wherever the closing date of the bid is after 30<sup>th</sup> September of the relevant financial year. In case the tenders having the due date for submission of bid up to 30<sup>th</sup> September of the relevant financial year, and audited financial results of the immediate 3 preceding financial years are not available, the audited financial results of the 3 years immediately prior to that will be considered. Further, in case bidder is meeting the Annual Turnover criteria of BEC based on Audited Financial Statement of any one of the preceding 3 financial years (as mentioned above), the same shall suffice and bidder may submit prescribed format accordingly.



**Net Worth/Working Capital:** Immediate preceding financial year mentioned in aforesaid BEC refer to audited financial results for the immediate preceding financial year wherever the closing date of the bid is after 30th September of the relevant financial year. In case the tenders having the due date for submission of bid up to 30th September of the relevant financial year, and audited financial results of the immediate preceding financial year is not available, in such case the audited financial results of the year immediately prior to that year will be considered.

Bidder is to submit Audited Financial Statement of immediate preceding financial years (as mentioned above) along with format F-10 accordingly for Networth / Working Capital.

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

**(C) General Notes (for both Technical BEC and Financial BEC) wherever applicable:**

Exchange rate for conversion of currency for evaluation of documents relating to BEC (if applicable):

Exchange rate for Conversion of Currency for evaluation of documents submitted by bidders for BEC which are in a currency other than INR, shall be as follows:

- a) **BEC (Technical):** Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the date of award of order / contract submitted by bidder.
- b) **BEC (Financial)**
  - (i) **For Annual Turnover:** The average of Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the First date and Last date of the respective Financial Year.
  - (ii) **For Net Worth & Working Capital:** The Bill Selling (foreign exchange) Rate of State Bank of India as prevailing on the Last date of the respective Financial Year
- c) In case, the SBI Selling rate is not available as on the date of conversion as specified above for respective cases, the exchange rate for conversion of currency shall be taken from the internet, such as -

<https://www.xe.com/currencyconverter>

<https://economictimes.indiatimes.com/markets/forex/currency-converter>

<https://www.oanda.com/currency/converter>

**(D) BEC for START-UPS:**

The Technical and Financial BEC as stipulated above shall also be applicable for start-ups.

**(E) Documents to be submitted for Compliance to BEC**

**(i) Technical Criteria of BEC:**

To meet the criteria of **A.1**, above, Bidder must submit copy of Detailed Letter of Acceptance (DLOA) / Work Order /relevant extract of work Order/ Contract Agreement along with detailed scope of work and Completion / Acceptance Certificate. Such certificate shall be issued by order issuing authority Owner/End user.

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

To meet the criteria of **A.2**, above a certificate in respect of minimum one year successful operation of the Plant/ System from the date of acceptance/Commissioning of work issued by the Owner/End user is to be submitted by the Bidder.

Memorandum of understanding (MoU) (or letter of Agreement or Letter of Consent)/Agreement document with backup consultant/Technical Collaborator/Agency to meet the requirement of clause no. A.1 Similar work.

In cases where bidder has executed the “Similar work” as a sub-contractor, such Completion certificate and Operation certificates (for compliance to **A.1** above) issued by the “Order issuing Authority “is also acceptable, provided that a certificate or letter from the End User/Owner is submitted that the bidder has worked as a sub-contractor for that project.

To meet the criteria A.3 above, Bidder shall submit affidavit from the domestic manufacturers of Iron & steel products as per the Form-I enclosed with the policy documents. A bidder who is not manufacturer of Iron & Steel product and is unable to submit the Affidavit from domestic manufacturers at bidding stage, such bidder can submit the Affidavit issued by domestic manufacturers after placement of order. In this case bidder along with his bid shall submit an undertaking as per prescribed format.

Any other documents to establish the bidder meets BEC requirements.

**Note:** Above is indicative list of documents. Bidder shall ensure that all requisite documents are furnished in the bid to justify qualification of bidder with respect to bidder qualification requirements.

**(ii) Financial Criteria of BEC:**

- (a) To meet the criteria for Sr. No. **B.1**, Bidder shall submit the Audited Financial Statements of the company for last three (03) preceding financial years.
- (b) To meet the criteria for Sr. No. **B.2**, Bidder shall submit the Audited Financial Statements of the last financial year.
- (c) To meet the criteria for Sr. No. **B.3**, Bidder shall submit the Audited Financial Statements of last financial year along with (i) Bank's Letter (if applicable)
- (d) If the bidder's working capital is negative or inadequate, the bidder shall submit a letter from their bank having net worth not less than Rs.100 Crores (or equivalent USD), confirming the availability of line of credit for working capital amount mentioned herein above. The line of credit letter from bank to be submitted strictly as per prescribed format.

**For E (ii) above, the “Notes for B.1, B.2 & B.3 under B” (Financial Criteria of BEC) shall apply.**

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

**(F) Authentication of documents submitted against BEC**

**1. Technical BEC**

All documents in support of “Technical Criteria” of Bid Evaluation Criteria (BEC) furnished by the bidders shall be verified and certified by any one of the following independent third party inspection agency (as per prescribed format):

- 1. Société Générale de Surveillance (SGS)
- 2. Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- 3. International Certification Services (ICS)
- 4. Bureau Veritas (Ind.) Pvt. Ltd (BVIS)
- 5. DNV GL
- 6. TÜV Rheinland (India) Pvt. Ltd.
- 7. TÜV SÜD South Asia Pvt. Ltd.
- 8. TÜV India Pvt. Ltd. (TÜV Nord Group)
- 9. Intertek India Pvt. Ltd.
- 10. Moody International (India) Pvt. Ltd.
- 11. RINA India Pvt. Ltd.
- 12. Tata Projects Ltd.
- 13. Competent Inspectorate and Consultants LLP
- 14. ABS Industrial Verification (India) Pvt. Ltd

Further, TPIA will provide in addition a certificate toward verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC) as per prescribed proforma and the same will be submitted by bidder in their bid.

All charges of the Third party for verification and certification shall be borne by the Bidder.

If any above mentioned agency themselves are participating in bidding, then they shall authenticate the documents by a different agency from the list given above.

## **2. Financial BEC**

Bidder shall submit "Details of financial capability of Bidder" in prescribed format (F-10) duly signed and stamped by a chartered accountant/ Certified Public Accountant (CPA).

Further, copy of audited annual financial statements submitted in bid shall be duly certified/ attested by Notary Public with legible stamp.

### **2.0 EVALUATION METHODOLOGY:**

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

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

**Note:** In case e-Reverse Auction (eRA) becomes applicable (i.e. in case 4 or more techno-commercially acceptable bids are received), then eRA shall be conducted on the "Total overall cost" basis. Break up of prices after eRA will not be sought and rate of each item of SOR shall be worked out after applying uniform reduction (i.e. based on total price received after eRA and original total evaluated price). While working out rate of each items, unit rate upto two decimals only will be considered and the figures beyond two decimals shall be ignored without rounding off (e.g. if item rates after applying uniform reduction works out to 10.910 or 10.912 or 10.915 or 10.919, the rate will be considered as 10.91).

### **3.0 Applicability of Public Procurement (Make in India) Policy**

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

### **4.0 Applicability of purchase preference of MSE's**

Considering that the subject work falls under "Works Contract", Purchase preference to MSE's Bidders shall not be applicable as per government guidelines.

**Format for Undertaking from TPIA**  
(on TPIA letter head duly stamped & signed)

Ref.:

Date :

To,

Talcher Fertilizers Limited.

.....

.....

.....

Dear Sir,

**Subject: Verification and certification of documents pertaining to Technical Bid Evaluation Criteria (BEC)**

**Ref :**        **Tender no. .... for .....**

M/s. ....having        Registered        office  
at.....intend to participate in above referred tender of  
Talcher Fertilizers Limited having its registered office at Plot 2/H, Kalpana Area,  
BJB Nagar, Khordha, Bhubaneswar-751014.

The tender conditions stipulates that the BIDDER shall submit Documents pertaining to  
Technical Bid Evaluation Criteria (BEC) duly verified and certified by designated independent  
Third Party Inspection Agency.

In this regard, this is to certify that copies of documents pertaining to Technical Bid Evaluation  
Criteria (BEC) submitted to us by the bidder have been verified and certified by us with the  
originals and found to be genuine. We have signed and stamped on the copies of all the  
verified and certified documents.

(Signature of a person duly authorized to

Sign on behalf of the TPIA)

(Seal of the Company)

Name: .....

Contact No.....

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY  
MANUFACTURED IRON & STEEL PRODUCTS  
IN GOVERNMENT PROCUREMENT**



# भारत का राजपत्र The Gazette of India

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अधिसूचना

नई दिल्ली, 29 मई, 2019

**सा.का.नि. 385(अ).—**घरेलू रूप से उत्पादित किए जाने वाले लौह एवं स्टील उत्पाद की सरकारी खरीद को प्राथमिकता दिए जाने के लिए संशोधित नीति सामान्य सूचना हेतु प्रकाशित की जाती है।

[फा. सं. 3(2)/2018-आईडीडी]

रसिका चौबे, अपर सचिव

**सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को वरीयता देने के लिए नीति - संशोधित, 2019**

**1. भूमिका**

- 1.1 यह नीति सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों (डी एम आई एंड एस पी) को वरीयता देती है।
- 1.2 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित लौह एवं इस्पात उत्पादों जिसे परिशिष्ट क में दिया गया है और परिशिष्ट ख में दिए गए लौह एवं इस्पात उत्पादों के लिए पूंजीगत माल पर लागू होती है।
- 1.3 यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।

**2. परिभाषाएं**

- 2.1 **बोली** लगाने वाला लौह एवं इस्पात का कोई घरेलू/विदेशी निर्माता अथवा उनके बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह अथवा सरकारी एजेंसियों द्वारा वित्त पोषित निधि परियोजनाओं की बोली लगाने में कार्यरत कोई अन्य कंपनी हो सकती है।



- 2.2 **घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पाद (डी एम आई एंड एस पी)** वे लौह एवं इस्पात उत्पाद हैं जिनका निर्माण उन प्रतिष्ठानों द्वारा किया जाता है जो भारत में पंजीकृत और स्थापित हैं, जिसमें विशेष आर्थिक क्षेत्र (एस ई ज़ेड) शामिल है। इसके अलावा, इस प्रकार के उत्पाद परिशिष्ट क में किये गये उल्लेख के अनुसार घरेलू न्यूनतम मूल्यवर्धन के मानदंडों को पूरा करेंगे।
- 2.3 **घरेलू निर्माता** खंड 7 में दिशा-निर्देशों और केंद्रीय उत्पाद शुल्क अधिनियम में दी गई 'निर्माता' की परिभाषा के अनुरूप लौह एवं इस्पात उत्पादों का एक निर्माता है।
- 2.4 इस नीति के प्रयोजन से **सरकार** का तात्पर्य भारत सरकार से है।
- 2.5 **सरकारी एजेंसियों** में सरकार के सार्वजनिक क्षेत्र के उपक्रम, सरकार द्वारा स्थापित सोसायटी, ट्रस्ट और सांविधिक निकाय शामिल हैं।
- 2.6 **एम ओ एस** का आशय इस्पात मंत्रालय, भारत सरकार से है।
- 2.7 **निवल बिक्री कीमत** बीजक कीमत होगी जिसमें निवल घरेलू कर और शुल्क शामिल नहीं होंगे।
- 2.8 **अर्ध तैयार इस्पात** का तात्पर्य इनगोट्स, बिलेट, ब्लूम और स्लेब्स से है, जिसे बाद में प्रसाधित कर तैयार इस्पात बनाया जा सकता है।
- 2.9 **तैयार इस्पात** का तात्पर्य सपाट और लंबे उत्पादों से होगा जिन्हें बाद में प्रसाधित कर निर्मित मद बनाया जा सकता है।
- 2.10 **एल1** का तात्पर्य निविदा अथवा अन्य खरीद संबंधी अनुरोध के अनुसार मूल्यांकन प्रक्रिया में यथाघोषित निविदा, बोली लगाने संबंधी प्रक्रिया अथवा अन्य खरीद संबंधी अनुरोधों में प्राप्त निम्नतम निविदा अथवा निम्नतम बोली अथवा निम्नतम भाव से होगा।
- 2.11 **खरीद वरीयता के मार्जिन** का तात्पर्य उस अधिकतम सीमा से है जिस सीमा तक किसी घरेलू आपूर्तिकर्ता द्वारा लगाई गई कीमत खरीद वरीयता के प्रयोजन से एल1 से अधिक हो। डी एम आई एंड एस पी नीति के मामले में, खरीद वरीयता का मार्जिन परिशिष्ट ख में मदों के लिए 20 प्रतिशत होगा।
- 2.12 **लौह एवं इस्पात उत्पाद** का तात्पर्य ऐसे लौह एवं इस्पात उत्पादों से होगा जिनका उल्लेख परिशिष्ट क में किया गया है।
- 2.13 **घरेलू मूल्यवर्धन** निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन' परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जाएगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।
- 3. अपवर्जन**
- 3.1 इस्पात मंत्रालय द्वारा इस प्रकार की सभी सरकारी खरीदों के लिये निम्नलिखित शर्तों के अधीन छूट प्रदान की जाएगी।
- 3.1.1 जहां विशिष्ट ग्रेडों के इस्पात का निर्माण इस देश में नहीं किया जाता हो, अथवा
- 3.1.2 जहां परियोजना की मांग के अनुसार इन मात्राओं को घरेलू स्रोतों के माध्यम से पूरा नहीं किया जा सकता हो।
- अपवर्जन संबंधी अनुरोधों को घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों के उपलब्ध न होने के पर्याप्त प्रमाण के साथ स्थायी समिति को प्रस्तुत किया जाएगा।
- 4. स्थायी समिति**
- इस नीति के कार्यान्वयन का पर्यवेक्षण करने के लिए इस्पात मंत्रालय (एम ओ एस) के अधीन एक स्थायी समिति का गठन किया जाएगा। जिसके अध्यक्ष सचिव इस्पात होंगे। इस समिति में उद्योग/उद्योग संघ/सरकारी संस्था अथवा निकाय/इस्पात मंत्रालय (एम ओ एस) से लिए गए विशेषज्ञ होंगे। इस्पात मंत्रालय में उक्त समिति के पास निम्नलिखित के लिए अधिदेश होगा :
- 4.1 इस नीति के कार्यान्वयन की मॉनीटरिंग करना
- 4.2 परिशिष्ट क और परिशिष्ट ख में यथा उल्लिखित लौह एवं इस्पात उत्पादों की सूची और घरेलू बिक्री वर्धन की आवश्यकता से संबंधित मानदंडों की समीक्षा करना और उसे अधिसूचित।

- 4.3 खंड 3 के अनुसार खरीद एजेंसियों को अपवर्जन की स्वीकृति देने सहित इस नीति के कार्यान्वयन के लिए आवश्यक स्पष्टीकरण जारी करना।
- 4.4 शिकायत निवारण करने के लिए एक अलग समिति का गठन करना।
- 4.5 स्थायी समिति इस्पात मंत्रालय को अनुमोदन हेतु अपनी सिफारिशें प्रस्तुत करेगी।
- 5. सरकार द्वारा खरीदे जाने वाले लौह एवं इस्पात उत्पादों को अधिसूचित करना**
- 5.1 निम्नलिखित दिशानिर्देशों का उपयोग इस नीति के अंतर्गत उपरोक्त उत्पादों की पहचान करने और उसे अधिसूचित करने के लिए किया जा सकता है :
  - 5.1.1 यह नीति परिशिष्ट क में दिए गए अनुसार लौह एवं इस्पात उत्पादों और परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल पर लागू है।
  - 5.1.2 परिशिष्ट क में लौह एवं इस्पात उत्पादों की सूची दी गई है जिसका निर्माण अनन्य रूप से घरेलू स्तर पर किया जाना है और उसका आयात इस्पात मंत्रालय के अनुमोदन के बिना नहीं किया जा सकता है।
  - 5.1.3 परिशिष्ट ख में पूंजीगत माल की एक सूची (जो विस्तृत नहीं है) दी गई है जिसके लिए खरीद संबंधी वरीयता घरेलू स्तर पर निर्मित पूंजीगत माल को दी जाएगी, यदि उनकी दी गई कीमत सदृश्य आयात किये गये पूंजीगत माल के लिए दी गई कीमत के 20 प्रतिशत के अंदर आती हो।
  - 5.1.4 इस नीति का उद्देश्य सभी लौह एवं इस्पात उत्पादों को अधिसूचित करना है जिसकी खरीद सरकारी एजेंसियों द्वारा सरकारी परियोजनाओं के लिए की जाती है और न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए उत्पादों के उत्पादन में प्रयोग करने के उद्देश्य से की गई हो।
  - 5.1.5 यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा निधि प्रदत्त सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।
  - 5.1.6 यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो।
  - 5.1.7 यह नीति सरकार के मंत्रालय अथवा विभाग अथवा उनके सार्वजनिक क्षेत्र के उपक्रमों की किसी अन्य आवश्यकता को पूरा करने के लिए और/अथवा ई पी सी संविदा को पूरा करने के लिए प्राइवेट एजेंसियों द्वारा लौह एवं इस्पातों की खरीद पर लागू है।
  - 5.1.8 घरेलू लौह एवं इस्पात उत्पादों के विभिन्न ग्रेडों की उपलब्धता का विश्लेषण इस नीति के अंतर्गत अधिसूचित करने से पहले करना होगा। केवल उन लौह एवं इस्पात को उत्पादों को जिनके संबंध में कम से कम एक घरेलू निर्माता मौजूद हो, अधिसूचित किया जाएगा। स्थायी समिति से परामर्श किया जा सकता है।
  - 5.1.9 यह नीति यथा लागू निर्धारित गुणवत्ता मानदंडों के अनुपालन में उत्पादित परिशिष्ट ख में दिए गए लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए लागू है।
  - 5.1.10 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत मालों की घरेलू खरीद के लिए नीति लौह एवं इस्पात उत्पादों का निर्माण करने के लिए और न कि वाणिज्यिक पुनः बिक्री के उद्देश्य से पूंजीगत मालों की खरीद के वास्ते और सार्वजनिक क्षेत्र के इस्पात विनिर्माताओं और उनके प्रशासनिक नियंत्रणाधीन सभी एजेंसियों/प्रतिष्ठानों पर लागू है।
  - 5.1.11 यह नीति ई पी सी संविदा और/अथवा सार्वजनिक क्षेत्र से इस्पात निर्माताओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/प्रतिष्ठानों की किसी अन्य आवश्यकता को पूरा करने के लिए निजी एजेंसियों द्वारा लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की खरीद पर लागू है।
  - 5.1.12 सरकारी एजेंसियां जो लौह एवं इस्पात उत्पादों के निर्माण के लिए पूंजीगत माल और लौह एवं इस्पात उत्पादों की खरीद में उन स्थितियों में शामिल है जहां लौह एवं इस्पात उत्पादों का उल्लेख परिशिष्ट क और परिशिष्ट ख में नहीं किया गया हो, स्थायी समिति को निर्धारित मानदंडों के साथ इस उत्पाद के विवरण और तकनीकी विनिर्देशन उपलब्ध करायेगा। स्थायी समिति खंड 3 और खंड 4 में अधिदेश के अनुसार कार्य करेगी।



- 5.2 इस्पात मंत्रालय (एम ओ एम) परिशिष्ट क में दिए गए न्यूनतम निर्धारित घरेलू मूल्यवर्धन के साथ लौह एवं इस्पात उत्पादों को अधिसूचित करेगा।
- 5.3 लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के संबंध में नीतिगत दिशानिर्देश, परियोजना के आकार पर विचार किये बिना परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सभी खरीदों के लिए सार्वजनिक क्षेत्र के इस्पात निर्माताओं पर लागू होंगे।
- 5.4 परिशिष्ट क में लौह एवं इस्पात उत्पादों के लिए तथा परिशिष्ट ख में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल के लिए सुझाव दिए गए न्यूनतम घरेलू मूल्यवर्धन आवश्यकता घरेलू आपूर्तिकर्ता का आधार, आपूर्तिकर्ताओं की संख्या और खपत की तुलना में आयात का अनुपात जैसे कारकों के आधार पर तय किया गया है।
- 5.5 घरेलू मूल्यवर्धन आवश्यकता संबंधी मानदंडों का इस प्रकार से निर्धारण किया जाएगा जिस से कि यह किसी दिए गए समय में लौह एवं इस्पात उत्पादों के लिए घरेलू उद्योग की औसत/औसत से अधिक निर्माण क्षमता दर्शाता हो। स्थायी समिति द्वारा समय समय पर उपयुक्त रूप से इसकी समीक्षा की जाएगी और आवश्यकता पड़ने पर इस्पात मंत्रालय के अनुमोदन से इसमें संशोधन किया जाएगा।
- 6. सरकार एवं सरकारी एजेंसियों द्वारा खरीद के लिए निविदा प्रक्रिया**
- 6.1 खरीद करने वाली/सरकारी एजेंसियां डी एम आई एंड एस पी का पालन करते समय वित्त मंत्रालय और सी वी सी के अनुदेशों के अनुसार मानक खरीद संबंधी प्रक्रियाओं का पालन करेगी। यह नीति सभी निविदाओं जहां कीमत बोली नहीं खोली गई है, में इसके अधिसूचना की तिथि से लागू होगी।
- 6.2 दोनों वस्तुओं की खरीद तथा ई पी सी संविदाओं के लिए निविदा दस्तावेज में लौह एवं इस्पात उत्पादों का निर्माण करने के लिए लौह एवं इस्पात उत्पादों तथा पूंजीगत माल (जैसा कि परिशिष्ट क और परिशिष्ट ख में दर्शाया गया है, के लिए बोली लगाने वाले द्वारा न्यूनतम निर्धारित घरेलू मूल्यवर्धन का पालन करने के लिए अर्हता मानदंडों का स्पष्ट उल्लेख होना चाहिए।
- 6.3 घरेलू उत्पादों के विकास का सहयोग करने में, लौह एवं इस्पात व्यापार क्रियाकलापों में घरेलू मूल्यवर्धन का लक्ष्य निर्धारित किया गया है जिसे परिशिष्ट क और परिशिष्ट ख में दिया गया है।
- 6.4 परिशिष्ट क में लौह और इस्पात उत्पादों के खरीद की प्रक्रिया केवल उन निर्माताओं/आपूर्तिकर्ताओं के लिए ही खुली रहेगी जिसमें घरेलू मूल्यवर्धन लक्ष्यों को पूरा करने/उससे ज्यादा पूरा करने की क्षमता हो। घरेलू मूल्यवर्धन लक्ष्यों को पूरा न करने वाले निर्माता/आपूर्तिकर्ता बोली लगाने में भाग लेने के लिए पात्र नहीं हैं।
- 6.5 परिशिष्ट ख में दी गई मदों के मामलों में, यदि खरीद करने वाली कंपनी की राय में, निविदाओं (खरीदी गई मात्रा) को 50:50 के निर्धारित अनुपात में नहीं बांटा जा सकता है, तब उनके पास मात्रा जो 50 प्रतिशत से कम नहीं हो, जो कि विभाज्य हो, के लिए पात्र घरेलू निर्माता को संविदा देने का अधिकार होगा।
- 6.6 उपर्युक्त शर्त को जारी रखते हुए, परिशिष्ट ख की मदों के लिए, यदि निविदा दी गई मद विभाज्य न हो (खरीद करने वाली कंपनी द्वारा निविदा दस्तावेज में शामिल किए जाने के लिए) यह संविदा समग्र मात्रा के लिए पात्र घरेलू निर्माता को दी जा सकती है।
- 6.7 परिशिष्ट ख के मदों के मामलों में, यदि घरेलू मूल्यवर्धन की आवश्यकताओं को पूरा करने वाले पात्र निर्माताओं में से कोई भी एल1 की बोली के अनुरूप न हो, तब एल1 की बोली धारण करने वाले मूल बोली लगाने वाला खरीद के पूर्ण मूल्य के लिए आदेश प्राप्त करेंगे।
- 6.8 वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं के बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं इस नीति के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं। हालांकि, यह निम्नलिखित शर्तों के अधीन होगा।
- 6.8.1 बोली लगाने वाले घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों की बिक्री करने के लिए घरेलू निर्माता द्वारा जारी किए गए अधिकार प्रमाण पत्र प्रस्तुत करेगा।

- 6.8.2 यदि खरीद को डी एम आई एंड एम पी नीति के परिशिष्ट क के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किया गया स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह और इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.3 यदि खरीद को डी एम आई एंड एम पी नीति के परिशिष्ट ख के अंतर्गत शामिल किया गया हो तब बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि लौह और इस्पात उद्योग में उपयोग किये जाने वाले पूंजीगत माल का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के मामले में किया जाता है।
- 6.8.4 बोली लगाने वाले की यह जिम्मेदारी होगी कि वह इस नीति के अनुसार खरीद करने वाली एजेंसी को घरेलू निर्माता द्वारा जारी किये जाने के लिए अपेक्षित अन्य आवश्यक दस्तावेज प्रस्तुत करे।

## 7. घरेलू मूल्यवर्धन आवश्यकता

- 7.1 घरेलू रूप में निर्मित लौह और इस्पात उत्पाद अथवा पूंजीगत माल के रूप में उत्पाद के रूप में पात्र होने के लिए न्यूनतम घरेलू मूल्यवर्धन आवश्यकता का उल्लेख परिशिष्ट क और परिशिष्ट ख में किया गया है।
- 7.2 घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) हांगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई जाएगी।
- 7.2.1 यदि लौह और इस्पात उत्पादों को घरेलू इनपुट इस्पात (अर्ध तैयार/तैयार इस्पात) का उपयोग करके निर्माण किया जाता हो, तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक घरेलू उत्पादों से खरीद का बीजक खरीद करने वाली सरकारी एजेंसी को अवश्य प्रस्तुत किया जाना चाहिए।
- 7.2.2 यदि लौह एवं इस्पात उत्पादों ने इनपुट इस्पात का आयात किया हो तब खरीदी गई मात्रा और अन्य संबंधित दस्तावेजों के साथ वास्तविक उत्पादकों से खरीदों के बीजकों को अलग से प्रस्तुत किया जाना चाहिए। घरेलू मूल्यवर्धन की सीमा निकालने के लिए, दोनों इनपुट इस्पातों (आयात किये और घरेलू) की भारित औसत पर विचार यह सुनिश्चित करने के लिए किया जाएगा कि इस नीति की न्यूनतम निर्धारित घरेलू मूल्यवर्धन आवश्यकता का पालन किया गया है।
- 7.3 यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।

## लौह एवं इस्पात उत्पादों के लिए

% घरेलू मूल्यवर्धन

$$= \frac{\text{अंतिम उत्पाद की निवल बिक्री कीमत} - \text{संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत}}{\text{अंतिम उत्पाद की निवल बिक्री कीमत}} \times 100\%$$

## पूंजीगत माल के लिए

% घरेलू मूल्यवर्धन

$$= \frac{\text{अंतिम उत्पाद की निवल बिक्री कीमत} - \text{संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत}}{\text{अंतिम उत्पाद की निवल बिक्री कीमत}} \times 100\%$$

## 8. प्रमाणन और लेखा परीक्षण

- 8.1 परिशिष्ट क में दिए गए उत्पादों के लिए, प्रत्येक घरेलू निर्माता यह घोषणा करते हुए खरीद करने वाली सरकारी एजेंसी को स्व-प्रमाणन का शपथ पत्र प्रस्तुत करेगा कि लौह एवं इस्पात उत्पाद का निर्धारित घरेलू मूल्यवर्धन के संबंध में घरेलू स्तर पर निर्माण किया गया है। परिशिष्ट ख के पूंजीगत माल के लिए, बोली लगाने वाला यह घोषणा करते हुए घरेलू निर्माता को सांविधिक लेखा परीक्षक द्वारा जारी किया गया प्रमाणन प्रस्तुत करेगा कि पूंजीगत माल का निर्माण घरेलू स्तर पर निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। वे बोली लगाने वाले जो लौह एवं इस्पात उत्पादों के घरेलू निर्माताओं का एकमात्र बिक्री एजेंट/अधिकृत वितरक/अधिकृत डीलर/अधिकृत आपूर्ति गृह हैं, ई पी सी के अंतर्गत घरेलू निर्माताओं की ओर से बोली लगाने के लिए पात्र हैं।



बोली लगाने वाला घरेलू निर्माताओं के द्वारा जारी किए गए स्व-प्रमाणन और सांविधिक लेखा परीक्षकों द्वारा जारी किये गये प्रमाणनों को यह घोषणा करते हुए खरीद करने वाली एजेंसी को प्रस्तुत करेगा कि लौह एवं इस्पात उत्पादों का घरेलू स्तर पर निर्माण निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। स्व-प्रमाणन का शपथ पत्र इन दिशानिर्देशों से संलग्न प्रपत्र 1 में प्रस्तुत किया जाएगा।

- 8.2 घरेलू निर्माता की यह जिम्मेदारी होगी कि वह यह सुनिश्चित करे कि इस प्रकार से दावा किये गये उत्पादों का घरेलू स्तर पर उम उत्पाद के लिए निर्धारित घरेलू मूल्यवर्धन के संबंध में किया गया है। बोली लगाने वाले से यह भी अपेक्षित होगा कि वह घरेलू निर्माता के सांविधिक लेखा परीक्षकों द्वारा विधिवत प्रमाणित अर्धवार्षिक (सितंबर 30 और मार्च 31) आधार पर घरेलू मूल्यवर्धन प्रमाणपत्र उपलब्ध कराये कि पहले 6 महीनों के दौरान इस उत्पाद के लिए किये गये घरेलू मूल्यवर्धन के दावे इस नीति के अनुसार हैं। इस प्रकार के प्रमाण पत्र को संबंधित सरकारी एजेंसियों को प्रत्येक छमाही के शुरू होने के 60 दिनों के भीतर प्रस्तुत किया जाएगा और उस उत्पादों की आपूर्ति को पूरा करने तक प्रस्तुत करता रहेगा।
- 8.3 खरीद करने वाली एजेंसी बोली लगाने वाले द्वारा प्रस्तुत किये गये इस्पात उत्पाद में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन का शपथ पत्र स्वीकार करेगा। सामान्य तौर पर खरीद करने वाली एजेंसी की यह जिम्मेदारी होगी कि वह इस दावे की सत्यता की जांच करे। इसकी सत्यता प्रदर्शित करने की जिम्मेदारी बोली लगाने वाले की होगी जब उसे ऐसा करने के लिए कहा जाए।
- 8.4 यदि खरीद करने वाली एजेंसी अथवा संबंधित सरकारी एजेंसी द्वारा लौह एवं इस्पात उत्पादों में घरेलू मूल्यवर्धन के संबंध में बोली लगाने वाले के दावे के विरुद्ध कोई शिकायत प्राप्त होती है तब खरीद करने वाली एजेंसी के पास सभी संबंधित दस्तावेजों का निरीक्षण करने और उसकी जांच करने तथा निर्णय लेने का पूर्ण अधिकार होगा। यदि कोई स्पष्टीकरण की आवश्यकता होती है तब मामले को तकनीकी सहायता के लिए अनुरोध के साथ इस्पात मंत्रालय को भेजा जा सकता है।
- 8.5 सरकारी एजेंसी को भेजे गए किसी शिकायत का निपटारा सभी आवश्यक दस्तावेजों को प्रस्तुत करने के साथ इसे भेजे जाने के 4 सप्ताह के भीतर किया जाएगा। बोली लगाने वाले से यह अपेक्षित होगा कि वह शिकायत दायर करने के 2 सप्ताह के भीतर सरकारी एजेंसी को लौह एवं इस्पात उत्पादों में दावा किये गये घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे।
- 8.6 यदि इस मामले को इस्पात मंत्रालय के पास भेजा जाता है तब इस्पात मंत्रालय के अधीन गठित शिकायत निवारण समिति सरकारी एजेंसी के दृष्टिकोण पर विचार करने के बाद बोली लगाने वाले से सभी दस्तावेजों के प्राप्त होने और उसका संदर्भ भेजे जाने के 4 सप्ताह के भीतर शिकायत का निपटारा करेगी। बोली लगाने वाले से यह अपेक्षित होगा कि वे इस मामले के संदर्भ के 2 सप्ताह के भीतर इस्पात मंत्रालय के अंतर्गत शिकायत निवारण समिति को लौह एवं इस्पात उत्पादों में दावा किए गए घरेलू मूल्यवर्धन के समर्थन में आवश्यक दस्तावेज प्रस्तुत करे। यदि बोली लगाने वाले द्वारा कोई सूचना प्रस्तुत नहीं की जाती है तब शिकायत निवारण समिति दावे की प्रमाणिकता अधिक करने के लिए सरकारी एजेंसी के परामर्श से आगे आवश्यक कार्रवाई कर सकती है।
- 8.7 घरेलू मूल्यवर्धन की निर्धारित सीमा का आकलन करने की लागत का वहन खरीद करने वाली एजेंसी द्वारा किया जाएगा यदि घरेलू मूल्यवर्धन प्रमाण पत्र के अनुसार सही पाया गया हो। हालांकि, यदि ऐसा पाया गया हो कि दावा किए गए अनुसार घरेलू मूल्यवर्धन सही नहीं है तब आकलन की लागत बोली लगाने वाले द्वारा भुगतान के योग्य होगी जिन्होंने एक गलत प्रमाण पत्र प्रस्तुत किया है। इसे लागू करने के तरीके को निविदा दस्तावेज में परिभाषित किया जाएगा।

## 9. प्रतिबंध

- 9.1 प्रत्येक सरकारी एजेंसी निविदा दस्तावेज में निर्धारित घरेलू मूल्यवर्धन का बोली लगाने वाले के द्वारा गलत घोषणा किए जाने की स्थिति में दण्ड को स्पष्ट रूप से परिभाषित करेगा। इस दण्ड में ऐसे निर्माता/सेवा प्रदाता की ई एम डी को जब्त करना, अन्य वित्तीय दंड लगाना और उसे काली सूची में डालना शामिल हो सकता है।
- 9.2 संबंधित बोली लगाने वाले के द्वारा इस्पात मंत्रालय को किसी प्रकार की शिकायत भेजे जाने की स्थिति में, 10 लाख रुपए अथवा खरीदी जा रही ई एम आई एंड एस पी के मूल्य का 0.2 प्रतिशत (अधिकतम 20 लाख के अध्यक्षीन) इसमें से जो भी अधिक हो, का शिकायत शुल्क होगा जिसका भुगतान शिकायतकर्ता द्वारा शिकायत के साथ इस्पात मंत्रालय के अधीन शिकायत निवारण समिति के पास जमा किए गए डिमाण्ड ड्राफ्ट के द्वारा किया जाएगा। यदि, शिकायत को सही नहीं पाया जाता है तब सरकारी एजेंसी के पास उक्त राशि को जब्त करने का अधिकार सुरक्षित है। यदि शिकायत पर्याप्त रूप से सही पाई जाती है तब शिकायतकर्ता द्वारा जमा किए गए शुल्क को बिना किसी ब्याज के वापिस किया जाएगा।

**10. इस्पात मंत्रालय द्वारा कार्यान्वयन की मॉनीटरिंग**

- 10.1 इस नीति के प्रावधान प्रकाशन की तिथि से 5 वर्षों की अवधि के लिए लागू रहेंगे। इस नीति की अवधि को इस्पात मंत्रालय के विवेक से और आगे बढ़ाया जा सकता है।
- 10.2 इस्पात मंत्रालय इस नीति के कार्यान्वयन की मॉनीटरिंग करने के लिए नोडल मंत्रालय होगा।
- 10.3 डी एम आई एंड एस पी नीति के अंतर्गत सभी लागू एजेंसियां इस नीति का कार्यान्वयन सुनिश्चित करेंगी और वार्षिक रूप से जून के महीने में एक घोषणा भेजेगी जिसमें इस नीति के अनुपालन की सीमा और पिछले वित्तीय वर्ष के दौरान उसके अनुपालन न किए जाने के कारणों को दर्शाया जाएगा।

**इस्पात मंत्रालय को संदर्भ**

किमी ऐसे प्रश्न की स्थिति में कि क्या खरीदी जा रही मद इस नीति के अंतर्गत शामिल किए जाने वाले डी एम आई एंड एस पी है, इस मामले को स्पष्टीकरण के लिए इस्पात मंत्रालय के पास भेजा जाएगा।

**परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए अनन्य**

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोल, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	50%
2	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, कोल्ड रोल (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%
3	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%
4	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	35%
5	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7212	35%
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ढंका हुआ क्वाड्रल में बार्स और रॉड, हॉट रोल	7213	35%
7	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिबिस्ट किये जाने सहित	7214	35%
8	लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रॉड्स	7215	35%
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेप और सेक्शन	7216	35%
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पात का फ्लेट रोल इस्पात	7220	50%
13	स्टेनलैस स्टील का अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेप और सेक्शन	7222	50%
14	अन्य एलॉय इस्पात का तार	7229	35%
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%



16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो प्रोफाइल, मीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिए ओपन मीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	35%
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	35%
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7227	15%
26	अन्य एलॉय स्टील का अन्य बार्स और रॉड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रॉड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	15%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफैब्रिकेटेड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	15%
29	300 लीटर से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	15%
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	15%
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	15%
32	लौह अथवा इस्पात का स्टेंडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	15%
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; ट्रिवस्ट किया हुआ हूप अथवा सिंगल प्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्रिवस्ट किया हुआ डबल वायर	7313	15%
34	लौह अथवा इस्पात तार का ड्रिल, नेटिंग और फेनसिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु	7314	15%

35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	15%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	15%
37	लौह एवं इस्पात की वस्तुएं	7317	15%
38	लौह एवं इस्पात की वस्तुएं	7318	15%
39	लौह एवं इस्पात की वस्तुएं	7319	15%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीन्स	7320	15%
41	लौह अथवा इस्पात का स्टोक्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरों के साथ उन वस्तुओं सहित), बारवेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वामर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	15%
42	लौह अथवा इस्पात का केंद्रीय हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	15%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	15%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसको पाटर्स	7324	15%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	15%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	15%
47	रेलवे अथवा ट्रामवे पेसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगेन जो स्वयं आगे नहीं बढ़ता हो	8606	50%
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोर्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं, विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।

#### परिशिष्ट ख

लौह और इस्पात उत्पादों का निर्माण करने के लिए पूंजीगत माल की सांकेतिक सूची (जो विस्तृत नहीं है)

क्र. सं.	संयंत्र शॉप	पूंजीगत माल	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	कच्चा माल संभाल प्रणाली	चूर्ण की हुई सामग्री के लिए एप्रोन फीडर, बेरल कप्लिंग, हैवी ड्यूटी बियेरिंग, हाइड्रोलिक डिक्स ब्रेक्स, टैंकर एंड कंटेनर, पाइप कंवेयर के लिए कंवेयर बेल्ट, हाई एंगल कंवेयर प्रणाली, क्रशर्स, क्रेन रेल लुब्रिकेशन, चार गरडर ग्राइडर ई ओ टी क्रेन, क्रेन वेइंग प्रणाली, क्रेन एयर कंडीशनिंग, फ्यूड कप्लिंग, 4 लिफ्ट ट्रक्स, हाइड्रोलिक मोटर्स, हाइड्रोलिक सिस्टम, लॉकिंग एसेम्बली (फ्रिक्शन ग्रिप), लोड सेल्स, लेवल सेन्सर्स, पाइप कंवेयर प्रणाली, प्लग/पाडेल फीडर, न्यूमेटिक हुलाई - धना एवं लिन फेस, रिक्लेमर्स, रेडियो रिमोट कंट्रोल, रेल फिक्सिंग व्यवस्था (विशेष), रेपिड/फ्लेड लोडिंग प्रणाली, स्टेर्स, स्पेशल स्क्रीन, स्लिव रिंग बियरिंग, ट्रिप्लर्स, ट्रांसफर कार, टॉम्स (स्पेशल), वाइब्रेशन, आइसोलेशन प्रणाली (स्प्रिंग डम्पर) वेगन टिप्पलर्स, वेगन लोडर	50%
2	मिनिरल बेनिफिकेशन (लौह अयस्क और कोयला) उपकरण	इंडस्ट्रियल क्रशर्स, ग्राइनडिंग मिल, परम्परागत स्क्रीन, स्लूरी पम्पस, हिरेट थिकनर्स, फिल्टर्स, हाइड्रोक्लोन्स	50%



3	कॉक अवेन	कॉक ओवन मिलिका रिफ्रेक्टरी, एन्क्रेज सिस्टम, ब्रॉय नरडन के साथ वेस्ट गैस वाल, फ्लेस प्लेट, डोर फ्रेम, डोर बॉडी, माइनर कास्टिंग: गुजनेक, बाल बॉक्स, ए पी लिड, चार्जिंग और इम्पेक्शन होल लिड एंड फ्रेम रिबर्सिंग मेकेनिज्म, केंद्रीकृत लूब्रिकेशन प्रणाली हाइड्रोजेट डोर क्लीनिंग तंत्र, कोड कंवेयर सिस्टम, स्क्रिप होइस्ट, डोर लोवरिंग रैक, आइसोलेशन/रिबर्सिंग कॉक्स, II ऑटोमेशन, अवेन मशीन	50%
4	उप-उत्पाद संयंत्र	प्राथमिक गैस कूलर, इलेक्ट्रोस्टैटिक तार प्रेसिपिटेटर, H <sub>2</sub> S, NH <sub>3</sub> और नपथलिन स्कूब्वर, कोम्बी स्ट्रीप्पर, फ्लेशिंग लिबर पम्प, क्लास किन, क्लाक रियेक्टर, वेस्ट हीट बायलर, डिक्लेर्स	50%
5	सिंटर संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्पोकट ऐसेम्बली कब्ज रेल, स्लाइड रेल, हॉट सिंटर ब्रेकर और गिजली, डिप रेल एंड रनिंग रेल, प्रोसेस फेन के लिए इम्पेलर ऐसेम्बली, सिंटर मशीन का ड्राइव ऐसेम्बली, उच्च तीव्रता वाला मिक्सर और नोडूलाइजर	50%
6	पेलेट संयंत्र उपकरण	पेलेट कार, ड्राइव/डिस्चार्ज इंड स्पोकट ऐसेम्बली कब्ज रेल, स्लाइड रेल, रनिंग रेल बरटिकल रोलर मिल, प्रोसेस फेन के लिए इम्पेलर ऐसेम्बली, इनडूरेटिंग मशीन का ड्राइव ऐसेम्बली, उच्च तीव्रता वाला मिक्सर, बालिंग डिक्स, सिंगल डेक्स रोलर स्क्रीन एंड डबल डेक्स रोलर स्क्रीन	50%
7	ब्लास्ट फरनेस उपकरण	ब्लेडर बाल के साथ बेल रहित टॉप प्रणाली, एस जी आयरन स्टेव कूलर, कोपर स्टेव कूलर, स्टॉक लेवल इंडिकेटर (रडार टाइप), मड गन, ड्रिलिंग मशीन एंड मेनिपुलेटर, गैस किलिंग प्लांट प्रणाली, इसके बाइस-पास बाल सहित टॉप रिकवरी टूबाइन सिस्टम, डि-ब्रिक्किंग मशीन, रि-रेलिंग उपकरण, पी सी आई प्रणाली, पी सी आई के लिए ग्राइनिंग मिल, स्टॉक लेवल इंडिकेटर, टूयेरे स्टाक ऐसेम्बली, वेस्ट हीट रिकवरी प्रणाली, बी एफ एवं हॉट ब्लास्ट स्टोव प्रौद्योगिकीय बाल, एन्व ब्रडन प्रोव्स, स्लग ग्रेन्यूलेशन यूनिट, टूयेरे एंड टूयेरे कूलर, टोरपेडो लेडल कार, बी एफ हरथ रिफ्रेक्ट्री	50%
8	डायरेक्ट रिडक्शन प्लांट उपकरण	चार्ज डिस्ट्रीब्यूटर, अपर एंड लोअर सील लेग, रिफोमर एंड रि-क्यूरेटर सिस्टम, बर्डन फिडर्स, टूबो-एक्सपेंडर, प्रोसेस गैस कम्प्रेसर, सील गैस कम्प्रेसर एवं बोटम सील गैस कम्प्रेसर, सील गैस जेनरेटर एवं डायर्स, प्रोसेस गैस हीटर, CO <sub>2</sub> रिमूवल प्लांट	50%
9	बेसिक ऑक्सीजन फर्नेस उपकरण	मुख्य और अनुरक्षण उपकरण जिसमें कंवेटर, गनिंग मशीन, रिफ्रेक्ट्री/स्लग मॉनीटरिंग उपकरण, कंवेटर वेसेल, ट्रनिअन रिंग एंड सस्पेंशन प्रणाली, ट्रनिअन बियरिंग और हाउसिंग, कंवेटर बुल गियर यूनिट और टिल्ट ड्राइव सिस्टम, कंवेटर के रोटेरी ज्वाइंट, बोटम स्ट्रिंग सिस्टम, क्लपिंग के साथ लांस बाडी, लांस कोपर टिप्स, ऑक्सीजन ब्लोबिंग/बोटम स्टीरिंग के लिए बाल स्टेशन, सब-लान सिस्टम, प्रोसेस मॉड्यूल अर्थात् प्रोसेस साफ्टवेयर/हार्डवेयर के साथ ऑफ गैस एनेलाइजर, कंटेनर लैब मेजरमेंट प्रोब, स्विच ओवर स्टेशन, प्राइमरी गैस के लिए आई डी फेन, होट मेटल और स्टील लेडल, लेडल ट्रांसफर कार, लेडल अनुरक्षण उपकरण, स्लेग पोट, स्लग पोट ट्रांसफर कार, स्क्रैप बॉक्स क्रेप ट्रांसफर कार, लांस करेज, लांस गाइड, क्रेन एंड हाइस्ट, लांस होइस्ट एंड ट्राली, लांस टिल्टिंग उपकरण, लांस को लिफ्ट करने के लिए ट्रेवस, विभिन्न आकर के बंकर, बिन बाइब्रेटर, वेइंग हूपर, अनुरक्षण स्टेण्ड, डी इस्टिंग सक्शन हूड, टीमिंग/एच एम, लेडल रिलाइनिंग स्टैंड, स्टैंड कूलिंग स्टेक इम्पेक्शन उपकरण, हूड ट्रेवर्स करेज, रिफ्रेक्ट्री, बाइपास एवं आइसोलेशन वाल्व, फ्लेयर स्टेक एवं इगनिशन सिस्टम, स्क्रबिंग टोवर सेल - वेट गैस क्लीनिंग सिस्टम, डॉग हाउस लेडल ड्रायर, लेडल	50%

		ग्री-हीटर, लेडल कूलर, फ्यूम कोलेक्शन हूड्स, क्लीन गैस स्टेक, इस्ट सिलो, वेग ब्रिज, स्लग गिटिंग उपकरण	
10	इलेक्ट्रिक आर्क फर्नेस	फर्नेस प्रोपर (जिसमें फर्नेस लोवर सेल, अपर सेल और रूफ, टिल्टिंग प्लेटफार्म, फर्नेस गैन्ट्री शामिल है) और ट्रांसफार्मर, इलेक्ट्रोड रेगुलेशन प्रणाली, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेवल I एंड II ऑटोमेशन सिस्टम के पार्ट्स। एल एफ - वाटर कूल्ड लेडल रूफ, इलेक्ट्रोड मास्ट एंड आमर्स, इलेक्ट्रोड रेगुलेशन सिस्टम, वायर फिडिंग सिस्टम, बोटम इनडरट गैस स्टिरिंग बाल सिस्टम पोरुस प्लग और टॉप लांस के लिए, इमरजेंसी लांसतंत्र, ड्राइव यूनिट के साथ लांस केरेजि सिस्टम, स्वचालित तापक्रम, सेम्पलिंग और बाथ लेबल/ओ2 मेजरमेंट, तापक्रम और आक्सीजन इम्मजन लांस, ड्राइव यूनिट के साथ लांस केरेज सिस्टम, हाइड्रोलिक सिस्टम, रिफेक्ट्री, लेडल रूफ डेल्टा पोरशन, आर एच प्रोपर (जिसमें लेडल ट्रांसफर कार, बेक्यूम वेसेल, वेसेल लिफ्टिंग और लोवरिंग सिस्टम शामिल है, हाइड्रोलिक सिस्टम, मल्टी फंक्शन लांस, वाल्व रेक्स/स्टेशन, इलेक्ट्रोड क्लेप यूनिट, इलेक्ट्रोड आमर्स का कंडक्टर, वाटर कूल्ड केबल, ए आर स्टेरिंग वाल्व रेक, लांस ट्रांसपोर्ट कार, रिफेक्ट्री लांस, हाइड्रोलिक सिलेंडर, लेडल रूफ लिफ्टिंग सिलेंडर, लूत्रिकेशन प्रणाली, सक्शन हूड, डम्पर, वाइब्रो फीडर, वेडंग होपर, वायर फिडिंग प्रणाली, इलेक्ट्रोड निपिलिंग स्टेड, क्रेन, होइस्ट, तापमान और सेम्पलिंग टिप्स, लेडल स्टैंड, ई एस पी, डिडिंटेग हूड, रिफेक्ट्री, वेग फिल्टर, क्रेन इत्यादि।	50%
11	सतत कास्टिंग उपकरण	लाइले टरेट, लेडल कवर मेनिपुलेटर, लेडल शारउड मेनिपुलेटर, टनडिस कार, कंटिन्यूअस टनडिस टेम्पेचर मेजरमेंट सिस्टम, टनडिस स्टोपर रूड मेकेनिजम, इमरजेंसी कट-आफ गेट, मोल्ड एसेम्बली, नोजल ब्रिज चेंज डिवाइस, मोल्ड ओसीलेटर एंड ई एम एस सिस्टम, इलेक्ट्रो-मेगेनेटिक ब्रेकिंग सिस्टम, स्ट्रेड गाइड सेगमेंट, विदड्रावल एंड स्ट्रेचटेनिंग यूनिट (डब्ल्यू एस यू), रोल गेप चेकर इमरजेंसी टार्च कटर, टार्च कटिंग मशीन, डेब्रर, मार्किंग मशीन, टेक्नोलोजी कंट्रोल सिस्टम एंड प्रोसेस मोडल, ब्लेक रिफेक्ट्रीज, स्ट्रेड गन्डे सेगमेंट, टनडिश, लाइले कवर, रोलर टेबल एंड आक्सीलिरीज, माल्ड एंड सेगमेंट मेनटेनेस इक्यूपमेंट टनडिस मेनटेनेस इक्यूपमेंट, ई एम बी आर सिस्टम	50%
12	प्लेट मिल	लार्ज कास्टिंग एंड फाजिग लाइक मिल हाउसिंग, बेड प्लेट्स वर्क्स रोल, बेकअप रोल, इंड स्पिडल्स; रोलर टेबल, बेकअप रोल एंड वर्क रोल चक्स क्वाइलर/टेशन रिल/अनक्वाइलर, ए जी सी सिलेंडर, शेयर्स, लेवेलेर्स, लाजेर वेल्डर, पेकेजिंग मशीन, नॉन कान्टेक्ट, गेज/प्रोफाइल गेज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, गियर बॉक्स, मिल मोटर्स	50%
13	लॉग मिल	मिलस हाउसिंग, बेड प्लेट, वर्क रोल, बेकअप रोल, स्पिनडेल्स; रोलर टेबल, कॉयलर /टेशन रिल /अनकॉयलर, शेयर्स, बिल्डट वेल्डर, पेकेजिंग मशीन, नान-कान्टेक्ट गॉज/प्रोफाइल गॉज, एंटी-फ्रिक्शन रोल नेक बियेरिंग, आयल फिल्म बियेरिंग, फिनिशिंग ब्लाक्स, गियर बॉक्स, मिल मोटर	50%

\*परिशिष्ट ख में मर्दे निर्माण करने वाले इस्पात के लिए पूंजीगत सामानों की एक सांकेतिक सूची है। यह सूची विस्तृत नहीं है। इस्पात के निर्माण के लिए सभी पूंजीगत मालों पर 50% की न्यूनतम घरेलू मूल्यवर्धन आवश्यकता के साथ इस नीति के अंतर्गत खरीद वरीयता के लिए विचार किया जाएगा।



**फार्म - 1**

100/- रुपए के स्टाम्प पेपर पर दिए जाने के लिए लौह एवं इस्पात उत्पादों/पूँजीगत मालों में घरेलू मूल्यवर्धन के संबंध में स्व-प्रमाणन शपथ के लिए प्रपत्र :

मैं \_\_\_\_\_ सुपुत्र, सुपुत्री, पत्नी, \_\_\_\_\_ का निवासी \_\_\_\_\_  
एतद् द्वारा निष्ठापूर्वक नीचे दिए गए अनुसार वचन देता हूँ और घोषण करता हूँ :

कि मैं अधिसूचना सं. : \_\_\_\_\_ के माध्यम से जारी किए गए भारत सरकार की नीति के नियम और शर्तों का पालन करने के लिए सहमत होऊंगा।

कि यहां नीचे दी गई सूचना मेरे सर्वोत्तम ज्ञान और विश्वास के अनुसार सही है और मैं घरेलू मूल्यवर्धन का आकलन करने के प्रयोजन से खरीद करने वाली एजेंसी के समक्ष संगत रिकार्ड प्रस्तुत करने का वचन देता हूँ।

कि सभी इनपुट्स के लिए घरेलू मूल्यवर्धन जिसमें उक्त लौह एवं इस्पात उत्पाद शामिल हैं का सत्यापन मेरे द्वारा कर लिया गया है और मैं उसमें किये गये दावों की सत्यता के लिए जिम्मेदार हूँ।

कि इसमें उल्लिखित उत्पाद घरेलू मूल्यवर्धन सही नहीं पाये जाने और मूल्यवर्धन के लिए निर्धारित मानदंडों को पूरा नहीं किये जाने की स्थिति में, घरेलू मूल्यवर्धन का आकलन करने के उद्देश्य से खरीद करने वाली एजेंसी के आकलन के आधार पर मैं 36 महीनों की अवधि के लिए किसी सरकारी निविदा से अयोग्य ठहराया जाऊंगा। इसके अलावा मैं इस प्रकार के आकलन की सभी लागतों का वहन करूंगा।

कि मैंने अधिसूचना संख्या \_\_\_\_\_ जिसमें सरकारी खरीद में घरेलू स्तर पर निर्मित लौह एवं इस्पात उत्पादों को बरीयता दी गई है, में संदर्भित सभी शर्तों का पालन किया है और यह कि खरीद करने वाली एजेंसी को एतद् द्वारा अधिकार दिया जाता है कि वह मेरे ई एम डी को जप्त करे। मैं यह भी वचन देता हूँ कि आकलन की लागत का भुगतान करूंगा और निविदा दस्तावेज में यथा उल्लिखित सभी दण्ड राशि का भुगतान करूंगा।

मैं 8 वर्षों की अवधि के लिए कम्पनी के रिकॉर्ड में निम्नलिखित सूचना रखने के लिए सहमत हूँ और किसी सांविधिक प्राधिकारी को सत्यापन के लिए इसे उपलब्ध कराऊंगा।

- i. बोली लगाने वाले का नाम और ब्यौरा (पंजीकृत कार्यालय, विनिर्माण इकाई का स्थान, कानूनी प्रतिष्ठान की प्रकृति)
- ii. वह तिथि जब यह प्रमाण पत्र जारी किया गया है।
- iii. लौह एवं इस्पात उत्पाद जिसके लिए इस प्रमाण पत्र को प्रस्तुत किया जाता है।
- iv. खरीद करने वाली एजेंसी जिसे यह प्रमाण पत्र प्रस्तुत किया जाता है।
- v. दावा की गई घरेलू मूल्यवर्धन की प्रतिशतता और क्या यह निर्धारित घरेलू मूल्यवर्धन के आरंभिक मूल्य को पूरा करता है।
- vi. विनिर्माता की इकाई का नाम और संपर्क विवरण
- vii. लौह और इस्पात उत्पादों की निवल बिक्री कीमत
- viii. संयंत्र तक भाड़ा, बीमा और रखरखाव
- ix. लौह एवं इस्पात उत्पादों का निर्माण करने के लिए उपयोग की जाने वाली इनपुट इस्पात (आयात किया गया) की सूची और कुल लागत मूल्य।
- x. इनपुट इस्पात जिसकी आपूर्ति घरेलू स्तर पर की जाती है की सूची और कुल लागत
- xi. कृपया यदि इनपुट इन हाऊस नहीं हो तब आपूर्तिकर्ताओं से प्राप्त घरेलू मूल्यवर्धन प्रमाणपत्र संलग्न करें।
- xii. आयात किये गये इनपुट इस्पात के लिए, सी आई एफ मूल्य, शुल्क और करों, पोर्ट पर उतारने से संबंधित प्रभारों और अंतर्देशीय भाड़े की लागत के ब्यौरे के साथ भारतीय पोर्ट पर पहुंच कीमत।

(प्रतिष्ठान/कंपनी का नाम) के लिए और उसकी ओर से

अधिकृत हस्ताक्षरकर्ता (निदेशक बोर्ड द्वारा विधिवत अधिकृत किये जाने के लिए)

<नाम, पदनाम और संपर्क सं. की प्रविष्टि करें>

## MINISTRY OF STEEL

## NOTIFICATION

New Delhi, the 29th May, 2019

**G.S.R. 385(E).**—The revised Policy for providing preference to domestically manufactured Iron & Steel Products in Government procurement is hereby published for general information.

[F. No.3(2)/2018-IDD]

RASIKA CHAUBE, Addl. Secy.

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2019**

**1 Background**

- 1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2 The policy is applicable to iron & steel products as provided in Appendix A and capital goods for manufacturing iron & steel products in Appendix B, produced in compliance to prescribed quality standards, as applicable.
- 1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

**2 Definitions**

- 2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A.
- 2.3 **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- 2.4 **Government** for the purpose of the Policy means Government of India.
- 2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6 **MoS** shall mean Ministry of Steel, Government of India.
- 2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- 2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- 2.10 **L1** means the lowest tender or the 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.
- 2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.
- 2.12 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A.
- 2.13 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.



**3 Exclusions**

- 3.1 Waivers shall be granted by the Ministry of Steel to all such Government procurements subject to the below conditions,
- 3.1.1 Where specific grades of steel are not manufactured in the country, or
- 3.1.2 Where the quantities as per the demand of the project cannot be met through domestic sources

The exclusion requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of domestically manufactured iron & steel products

**4 Standing Committee**

A Standing Committee under the Ministry of Steel (MoS) to be chaired by the Secretary (Steel), shall be constituted to oversee the implementation of the policy. The Committee shall comprise of experts drawn from Industry / Industry Association / Government Institution or Body / Ministry of Steel (MoS). The said Committee in MoS shall have the mandate for the following:

- 4.1 Monitoring the implementation of the policy
- 4.2 Review and notify the list of Iron & Steel products and the domestic value addition requirement criteria as mentioned at Appendix A and Appendix B.
- 4.3 Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per section 3
- 4.4 Constitute a separate committee to carry out grievance redressal
- 4.5 The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

**5 Notifying Iron & Steel Products Procured by Government**

- 5.1 The following guidelines may be used for identifying and notifying the aforementioned products under the policy:
- 5.1.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B.
- 5.1.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 5.1.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
- 5.1.4 The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.
- 5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/entities under their administrative control for purchase of iron & steel products.
- 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.
- 5.1.7 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.
- 5.1.8 Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.
- 5.1.9 The policy is applicable to capital goods for manufacturing iron & steel products in Appendix B produced in compliance to prescribed quality standards, as applicable.
- 5.1.10 Policy for domestic procurement of capital goods for manufacturing iron and steel products is applicable to all public sector steel manufacturers and all agencies/entities under their administrative control for purchase of capital goods for manufacturing iron & steel products, not with a view to commercial resale.
- 5.1.11 The policy is applicable to purchase of capital goods for manufacturing iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of public sector steel manufacturers and all agencies/entities under their administrative control

- 5.1.12 Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.
- 5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.
- 5.3 The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.
- 5.4 Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.
- 5.5 The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.

## **6 Tender procedure for procurement by government and government agencies**

- 6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.
- 6.2 The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products(as indicated in Appendix A and Appendix B)
- 6.3 In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in **Appendix A and Appendix B**.
- 6.4 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 6.5 In case of Appendix B items, if in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible domestic manufacturer for quantity not less than 50%, as may be divisible.
- 6.6 In continuation to the above clause, for Appendix B items, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible domestic manufacturer for the entire quantity.
- 6.7 In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.
- 6.8 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- 6.8.1 The bidder shall furnish the authorization certificate issued by the domestic manufacturer for selling domestically manufactured iron & steel products.
- 6.8.2 In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.3 In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.4 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.



## 7 Domestic value addition requirement

- 7.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A and B.
- 7.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
- 7.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Government agency.
- 7.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 7.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

### For Iron and Steel products

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported iron or steel at plant}}{\text{Net selling price of final product}} \times 100\%$$

### For Capital Goods

% Domestic value addition

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported input materials at plant}}{\text{Net selling price of final product}} \times 100\%$$

## 8 Certification and audit

- 8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form I** attached to these guidelines.
- 8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.
- 8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim

of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

- 8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.
- 8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.
- 8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

## 9 Sanctions

- 9.1 Each Government Agency shall clearly define the penalties, in case of wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties and blacklisting of such manufacturer/ service provider.
- 9.2 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

## 10 Implementation monitoring by Ministry of Steel

- 10.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 10.2 MoS shall be the nodal ministry to monitor the implementation of the policy.
- 10.3 All applicable agencies under DMI&SP policy shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for noncompliance thereof, during the preceding financial year.

## Reference to Ministry of Steel

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.

## Appendix A - Exclusive for domestically manufactured products

Sl. No.	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	50%
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%



4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	15%
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	15%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	15%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heatinsulated, but not fitted with mechanical or Thermal equipment	7309	15%

30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	15%
31	Containers for compressed or liquefied gas, of iron or steel	7311	15%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	15%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	15%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	15%
35	Chain and parts thereof, of iron or steel	7315	15%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	15%
37	Articles of iron and steel	7317	15%
38	Articles of iron and steel	7318	15%
39	Articles of iron and steel	7319	15%
40	Springs and leaves for springs, of iron or steel	7320	15%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	15%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	15%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	15%
44	Sanitary ware and parts thereof, of iron or steel	7324	15%
45	Other cast articles of iron or steel	7325	15%
46	Electrical steel and other articles of iron or steel	7326	15%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix

#### Appendix B

##### Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products

Sl. No.	Plant shop	Capital goods	Minimum domestic value addition requirement
1	Raw material handling system	Apron feeder, barrel couplings, heavy duty bearings, hydraulic disc brakes, tanker & container for powdered materials, conveyor belt for pipe conveyors, high angle conveyor system, crushers, crane rail lubrication system, four girder EOT Crane, crane weighing system, crane air conditioning, fluid couplings, fork lift trucks, hydraulic motors, hydraulic system, locking assembly (friction grip), load cells, level sensors, pipe	50%



		conveyor system, plough/ paddle feeder, pneumatic transportation - dense & lean phase, reclaimers, radio remote control, rail fixing arrangements (special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tipplers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tipplers, wagon loaders	
2	Mineral beneficiation (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hydrate thickeners, filters, hydroclones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/ Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator, H <sub>2</sub> S, NH <sub>3</sub> & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%
7	Blast furnace equipment	Bell less top system with Bleeder valve, SG Iron stove coolers, Copper stove coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere & Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributor, Upper & lower seal leg, Reformer & Re-cuperator system, Burden feeders, Turbo-expander, Process Gas Compressor, Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO <sub>2</sub> removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower	50%

		shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	
10	Electric furnace	arc Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system, LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O <sub>2</sub> measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system, Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipping stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, tundish, ladle cover, roller tables & auxiliaries, mould& segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%
13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%

*\*Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%*

#### Form-1

**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper Date:**

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_  
\_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: \_\_\_\_\_.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.

That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.



That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. \_\_\_\_\_ wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products
- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

**For and on behalf of (Name of firm / entity)**

Authorized signatory (To be duly authorized by the Board of Directors)

**<Insert Name, Designation and Contact No.>**



# भारत का राजपत्र The Gazette of India

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असाधारण  
EXTRAORDINARY

भाग II—खण्ड 3—उप-खण्ड (i)  
PART II—Section 3—Sub-section (i)

प्राधिकार से प्रकाशित  
PUBLISHED BY AUTHORITY

सं. 1]  
No. 1]

नई दिल्ली, शुक्रवार, जनवरी 1, 2021/पौष 11, 1942  
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इस्पात मंत्रालय

अधिसूचना

नई दिल्ली, 31 दिसम्बर, 2020

**सा.का.नि. 1(अ).**—सरकारी प्रापण में देशी निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने हेतु नीति (डीएमआई एंड एसपी नीति) - परिशोधित, 2019 में संशोधनों को आम सूचना के लिए एतद्वारा प्रकाशित किया जाता है:

\*सं. S-13026/1/-2020-आईडीडी

इस्पात मंत्रालय

आईडी प्रभाग

उद्योग भवन,

नई दिल्ली 31 दिसंबर, 2020

**विषय :** सरकारी खरीद में घरेलू निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-में संशोधन/परिवर्धन

सरकारी खरीदमें स्वदेशी निर्मित लोहा और इस्पात उत्पादों को प्राथमिकता प्रदान करने की नीति-परिशोधित, 2019-(डीएमआईएंडएसपी परिशोधित, 2019) में निम्नलिखित संशोधन/ परिवर्धन तत्काल प्रभाव से लागू हैं। ये संशोधन/

परिवर्धन ऐसी निविदा या खरीद पर लागू नहीं होंगे जिनके लिए निविदा आमंत्रित करने वाला नोटिस अथवा अन्य प्रकार का खरीद अध्याचन इस अधिसूचना के जारी होने से पूर्व जारी हुआ है।

### 1- संशोधन:तालिका 1

क्रम सं.	डीएमआईएंडएसपी परिशोधित 2019 ,में मौजूदा खंड	डीएमआईएंडएसपी परिशोधित 2019 ,में संशोधित खंड
1	<p><b>खंड 1.3:</b></p> <p>यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्तपोषित परियोजनाओं पर लागू है। हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।</p>	<p><b>खंड 1.3:</b></p> <p>यह नीति सरकार के प्रत्येक मंत्रालय अथवा विभाग और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों तथा सरकारी परियोजनाओं के वास्ते लौह एवं इस्पात उत्पादों की खरीद के लिए इन एजेंसियों द्वारा वित्त पोषित परियोजनाओं पर लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशतः वित्तपोषित किया जाता है।</p> <p>हालांकि, यह नीति वाणिज्यिक पुनः बिक्री के उद्देश्य से अथवा वाणिज्यिक बिक्री के लिए वस्तुओं के उत्पादन में उपयोग करने के उद्देश्य से लौह एवं इस्पात उत्पादों की खरीद पर लागू नहीं होगी।</p>
2	<p><b>खंड 2.13:</b></p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत(निवलघरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र(सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>	<p><b>खंड 2.13:</b></p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)। घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिससे प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण संयंत्र (सभी सीमा शुल्कों सहित) में आयात की गई इनपुट सामग्री की पहुंच लागत घटाई गई हो, 'घरेलू मूल्यवर्धन'परिभाषा डी पी आई आई टी (पूर्व में डी आई पी पी) के दिशानिर्देशों के अनुरूप होगी और उसमें भविष्य में डी पी आई आई टी द्वारा परिवर्तन किये जाने की स्थिति में उपयुक्त रूप से संशोधन किया जायेगा। इस नीति दस्तावेज के प्रयोजन के लिए घरेलू मूल्यवर्धन और स्थानीय विषय वस्तु का उपयोग एक दूसरे के स्थान पर किया गया है।</p>

<p><b>3 खंड 5.1.5</b></p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त-पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है।</p>	<p><b>खंड 5.1.5</b></p> <p>यह नीति सरकार के मंत्रालय अथवा विभाग के द्वारा वित्त पोषित सभी परियोजनाओं और उनके प्रशासनिक नियंत्रण के अधीन सभी एजेंसियों/ प्रतिष्ठानों पर लौह एवं इस्पात उत्पादों की खरीद के लिए लागू है। केन्द्रीय क्षेत्र की सभी योजनाएं (सीएस)/ केन्द्रीय प्रायोजित योजनाएं (सीएसएस) जिनके लिए राज्यों और स्थानीय निकायों द्वारा खरीद की जाती है, इस नीति की परिधि में आएंगी यदि उस परियोजना/योजना को भारत सरकार द्वारा पूर्णतया/ अंशतः वित्तपोषित किया जाता है।</p>
<p><b>4 खंड 5.1.6</b></p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों का खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 25 करोड़ रुपए से अधिक होता हो।</p>	<p><b>खंड 5.1.6</b></p> <p>यह नीति उन परियोजनाओं पर लागू होगी जहां लौह एवं इस्पात उत्पादों (डीएमआई एंड एसपी नीति का परिशिष्ट-क) का खरीद मूल्य 5 लाख रुपए से अधिक होता हो। यह नीति अन्य खरीद (गैर परियोजना) के लिए भी लागू होगी जहां उस सरकारी संगठन के लिए लौह एवं इस्पात उत्पादों का वार्षिक खरीद मूल्य 5 लाख करोड़ रुपए से अधिक होता हो। तथापि, प्रापण इकाइयों द्वारा इस बात को सुनिश्चित किया जाएगा कि इस नीति के प्रावधानों से बचने के प्रयोजनार्थ खरीद का विभाजन न किया जाए।</p>
<p><b>5 खंड 7.2</b></p> <p>घरेलू मूल्यवर्धन निवल बिक्री कीमत (निवल घरेलू करों और शुल्कों को छोड़कर बीजक कीमत) होगी जिसमें से प्रतिशत में निवल बिक्री कीमत के एक अनुपात के रूप में भारत में निर्माण करने वाले संयंत्र में आयात की गई इनपुट सामग्री की पहुंच लागत (सभी सीमा शुल्कों को शामिल करते हुए) घटाई जायेगी।</p>	<p><b>खंड 7.2</b></p> <p>घरेलू मूल्यवर्धन का तात्पर्य है- भारत में वर्धित मूल्य की राशि जो खरीदी/बेची जाने वाली वस्तुओं का कुल मूल्य होगा (निवल घरेलू अप्रत्यक्ष करों को छोड़कर)- खरीदी/बेची जाने वाली वस्तुओं के कुल मूल्य के समानुपात के रूप में प्रतिशत में मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित)।</p>
<p><b>6 खंड 7.3</b></p> <p>यह सिफारिश की जाती है कि निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p>लौह एवं इस्पात उत्पादों के लिए % घरेलू मूल्यवर्धन</p> <p>अंतिम उत्पाद की निवल बिक्री कीमत- संयंत्र में आयात किये गये लौह अथवा इस्पात की पहुंच लागत----- X100%</p>	<p><b>खंड 7.3</b></p> <p>यह सिफारिश की जाती है कि प्रापण करने वाली सरकारी एजेंसी/ निविदा की प्रक्रिया में भाग लेने वाले प्रत्येक बोली लगाने वाले को नीचे दिए गए सूत्र का उपयोग करते हुए घरेलू मूल्यवर्धन की गणना करनी चाहिए ताकि यह सुनिश्चित किया जा सके कि दावा किये गये घरेलू मूल्यवर्धन इस नीति के न्यूनतम निर्धारित घरेलू मूल्यवर्धन के अनुरूप है।</p> <p>लौह एवं इस्पात उत्पादों तथा पूंजीगत माल के लिए % घरेलू मूल्यवर्धन</p> <p>खरीदी/बेची जाने वाली वस्तु का कुल मूल्य (निवल घरेलू अप्रत्यक्ष करों को छोड़कर - मद में आयातित सामग्री का मूल्य (सभी सीमा शुल्कों सहित) ----- -----X100%</p>



अंतिम उत्पाद की निवल ब्रिकी कीमत पूँजीगत माल के लिए % घरेलू मूल्यवर्धन अंतिम उत्पाद की निवल ब्रिकी कीमत- संयंत्र में आयात किये गये इनपुट सामग्री की पहुंच लागत-----X 100% अंतिम उत्पाद की निवल ब्रिकी कीमत	खरीदी/बेची जाने वाली वस्तु का कुल मूल्य
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॥ डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में निम्नलिखित संशोधन किया जाता है:- जहां कहीं न्यूनतम घरेलू मूल्य वर्धन आवश्यकता कॉलम के अंतर्गत डीएमआईएंडएसपी परिशोधित, 2019 के परिशिष्ट क में 15% का न्यूनतम घरेलू मूल्य वर्धन विनिर्दिष्ट होगा, वहां उसे 20% न्यूनतम घरेलू मूल्यवर्धन से प्रतिस्थापित कर दिया जाएगा (परिशोधित परिशिष्ट-क संलग्न है)

### III- परिवर्धन/सन्निवेशन: तालिका 2

क्रम सं	डीएमआईएंडएसपी परिशोधित, 2019 में शामिल/जोड़े गये खंड
1	<p><b>खण्ड 5.1.13 को खण्ड 5.1.12 के नीचे निम्नवत जोड़ा जाता है:</b></p> <p>खण्ड 5.1.13: लोहे और इस्पात उत्पादों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) आमंत्रित नहीं की जाएगी (डीएमआई और एसपी नीति का परिशिष्ट-क)। लोहे और इस्पात उत्पादों के विनिर्माण जिनका अनुमानित मूल्य 200 करोड़ रु तक हो, (डीएमआई और एसपी नीति के परिशिष्ट- ख) के लिए पूँजीगत सामानों की खरीद से संबंधित निविदाओं के लिए कोई वैश्विक निविदा इन्कायरी (जीटीई) व्यय विभाग द्वारा यथा नाम-निर्दिष्ट सक्षम प्राधिकारी के अनुमोदन के अलावा आमंत्रित नहीं की जाएगी,</p>
2	<p><b>खंड 6.9 को खंड 6.8 के नीचे निम्नवत जोड़ा जाता है:</b></p> <p><b>खंड 6.9: निविदाओं और अन्य खरीद अधियाचनों में विनिर्देशन:</b></p> <p><b>6.9.1</b> प्रत्येक क्रय इकाई यह सुनिश्चित करेगी कि किसी भी निविदा या अधियाचन में निर्धारित पिछले अनुभव के संबंध में पात्रता की शर्तों हेतु अन्य देशों में आपूर्ति के प्रमाण या निर्यात के प्रमाण की आवश्यकता नहीं है।</p> <p><b>6.9.2</b> क्रय इकाईयाँ यह देखने का प्रयास करेंगी कि पात्रता की शर्तें, जैसे टर्नओवर, उत्पादन क्षमता और वित्तीय ताकत जैसे मामलों में वैसे स्थानीय आपूर्तिकर्ता का अनुचित अपवर्जन नहीं होता है जो आपूर्तिकर्ता की गुणवत्ता या साख संबंधी पात्रता सुनिश्चित करने के लिए जो आवश्यक है, उससे परे अन्यथा पात्र होंगे।</p> <p><b>6.9.3</b> क्रय इकाईयाँ, इस नीति के जारी होने के 2 महीने के भीतर ऊपर उप-पैराग्राफ 6.9.1 और 6.9.2 के संदर्भ में सभी मौजूदा पात्रता मानदंडों और शर्तों की समीक्षा करेंगी।</p> <p><b>6.9.4</b> यदि इस्पात मंत्रालय इस बात से संतुष्ट है कि लौह और इस्पात उत्पादों के भारतीय आपूर्तिकर्ताओं को प्रतिबंधात्मक निविदा शर्तों के कारण किसी भी विदेशी सरकार द्वारा खरीद में भाग लेने और / या प्रतिस्पर्धा करने की अनुमति नहीं है, जिसका भारतीय कंपनियों को प्रतिबंधित करने पर प्रत्यक्ष या अप्रत्यक्ष प्रभाव पड़ता है, जैसे कि प्रापण देश में पंजीकरण, प्रापण देश इत्यादि में विशिष्ट मूल्य की परियोजना का निष्पादन इत्यादि। यदि उपयुक्त समझा जाएगा तो उस देश के बोलीदाताओं को इस्पात मंत्रालय से संबंधित उस वस्तु तथा/ या अन्य वस्तुओं की खरीद के लिए पात्रता से प्रतिबंधित या अपवर्जित किया जा सकता है।</p> <p><b>6.9.5</b> ऊपर उप-पैरा 6.9.4 के प्रयोजन से, किसी आपूर्तिकर्ता या बोलीदाता को उस देश से माना जाएगा यदि (i) इकाई को उस देश में निगमित किया गया है, या (ii) उसकी शेयरधारिता या इकाई का प्रभावी नियंत्रण उस देश से किया जाता है; या (iii) आपूर्ति की जा रही वस्तु के मूल्य का 50% से अधिक उस देश में शामिल किया गया है। भारतीय आपूर्तिकर्ताओं का अर्थ उन संस्थाओं से होगा जो भारत के संबंध में इनमें से किसी भी मानदंड को पूरा करते हैं। किसी देश की 'इकाई' (एन्टिटी) शब्द का अर्थ वहीं होगा जो डीपीआईआईटी की एफडीआई नीति के तहत समय-समय पर यथा संशोधित के अंतर्गत है।</p>

3	<p>खंड 6.10 को खंड 6.9 के नीचे निम्नवत जोड़ा जाता है:</p> <p><b>खंड 6.10:</b> यदि घरेलू आपूर्तिकर्ताओं के खिलाफ प्रतिबंधात्मक या भेदभावपूर्ण शर्तों को बोली दस्तावेजों में शामिल किया जाता है, तो उस के लिए जिम्मेदारी तय करने के लिए खरीद (इसके प्रशासनिक नियंत्रणाधीन किसी ईकाई द्वारा खरीद सहित) करने वाले प्रशासनिक विभाग द्वारा जांच शुरू की जाएगी। तत्पश्चात्, संबंधित प्रावधानों के तहत खरीद संस्थाओं के अधिकारियों के खिलाफ उचित, प्रशासनिक या अन्यथा कार्रवाई की जाएगी। ऐसी सभी कार्रवाई की सूचना डीएमआई और एसपी नीति के तहत स्थायी समिति को भेजी जाएगी।</p>
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**संशोधित परिशिष्ट क - घरेलू स्तर पर निर्मित उत्पादों के लिए विशिष्ट रूप से**

क्र. सं.	लौह एवं इस्पात उत्पादों की सांकेतिक सूची	लागू एच एस कोड	न्यूनतम घरेलू मूल्यवर्धन आवश्यकता
1	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, हॉट रोल्ड, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7208	50%
2	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, कोल्ड रोल्ड (कोल्ड - कम किया हुआ), न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7209	50%
3	600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7210	50%
4	600 मि. मी. से कम की चौड़ाई वाले लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, न ढका हुआ, प्लेट लगाया हुआ अथवा कोट किया हुआ	7211	35%
5	600 मि. मी. कम की चौड़ाई का लौह अथवा गैर एलॉय इस्पात का फ्लेट रोल उत्पाद, ढका हुआ, प्लेट लगाया हुआ अथवा कोड किया हुआ	7212	35%
6	लौह एवं गैर एलॉय इस्पात का अनियमित रूप से ऍंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7213	35%
7	लौह अथवा गैर एलॉय इस्पात के अन्य बार्स और रॉड्स जिसे फोर्ज किए जाने की तुलना में आगे अधिक वर्क नहीं किया हुआ, हॉट रोल्ड, हॉट ड्रॉन अथवा हॉट एक्सट्रूडेड परंतु रोलिंग के बाद उसे टिविस्ट किये जाने सहित	7214	35%
8	लौह अथवा गैर एलॉय इस्पात का अन्य बार्स एंड रॉड्स	7215	35%
9	लौह अथवा गैर एलॉय इस्पात का एंगल, शेष और सेक्शन्स	7216	35%
10	लौह अथवा गैर एलॉय इस्पात का तार	7217	50%
11	600 मि. मी. अथवा उससे अधिक की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल्ड इस्पात	7219	50%
12	600 मि. मी. से कम की चौड़ाई का स्टेनलैस इस्पातका फ्लेट रोल्ड इस्पात	7220	50%
13	स्टेनलैस स्टील का अन्य बार्स और रॉड्स; स्टेनलैस स्टील का एंगल शेष और सेक्शन्स	7222	50%
14	अन्य एलॉय इस्पात का तार	7229	35%
15	लौह अथवा इस्पात को रेल, रेलवे अथवा ट्रामवे ट्रेक निर्माण सामग्री	7302	50%

16	कास्ट लौह का ट्यूब, पाइप और होलो पाइप	7303	35%
17	लौह (कास्ट आयरन को छोड़कर) अथवा इस्पात का ट्यूब पाइप और होलो प्रोफाइल, सीमलैस	7304	35%
18	लौह अथवा इस्पात का सर्कुलर क्रॉस सेक्शन वाले अन्य ट्यूब और पाइप (उदाहरण के लिए, वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ), जिसकी बाहरी त्रिज्या 406.4 मि. मी. से अधिक हो	7305	35%
19	लौह अथवा इस्पात के अन्य ट्यूब, पाइप और होलो प्रोफाइल (उदाहरण के लिए ओपन सीन अथवा वेल्ड किया हुआ, रिबेट किया हुआ अथवा समान रूप से बंद किया गया हुआ)	7306	35%
20	लौह अथवा इस्पात का ट्यूब अथवा पाइप फिटिंग (उदाहरण के लिए, कनेक्टर/कप्लिंग, एल्बो स्लीव्स)	7307	35%
21	स्टेनलैस स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7221	35%
22	स्टेनलैस स्टील का वायर	7223	35%
23	इलेक्ट्रिकल स्टील सहित 600 मि. मी. अथवा उससे अधिक की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7225	35%
24	इलेक्ट्रिकल स्टील सहित 600 मि. मी. से कम की चौड़ाई वाले अन्य एलॉय स्टील का फ्लेट रोल्ड इस्पात	7226	35%
25	अन्य एलॉय स्टील का अनियमित रूप से ऎंठा हुआ क्वाइल में बार्स और रॉड, हॉट रोल्ड	7227	20%
26	अन्य एलॉय स्टील का अन्य बार्स और रॉड्स; अन्य एलॉय स्टील का एंगल, शेप्स और सेक्शन्स; एलॉय अथवा नॉन एलॉय स्टील का होलो ड्रिल बार्स और रॉड्स	7228	35%
27	लौह अथवा इस्पात की शीट पाइलिंग, चाहे ड्रिल किया हुआ हो अथवा नहीं, चाहे पंच किया हुआ हो अथवा नहीं, चाहे असेम्बल किये हुए तत्वों से बना हुआ हो अथवा नहीं; लौह अथवा इस्पात का वेल्ड किया हुआ एंगल, शेप और सेक्शन्स	7301	20%
28	स्ट्रक्चर्स (9406 के शीर्ष का प्रीफेब्रिकेटेड भवनों को छोड़कर) और स्ट्रक्चर्स का हिस्सा	7308	20%
29	300 से अधिक क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए भंडार, टैंक, वैट और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7309	20%
30	अधिकतम 300 लीटर की क्षमता का लौह अथवा इस्पात का किसी सामग्री (कम्प्रेस किए हुए अथवा सरलीकृत गैस को छोड़कर) के लिए टैंक, कास्ट, ड्रम, केन, बॉक्स और समान कन्टेनर चाहे उसे लाइन किया गया हो अथवा नहीं या उसे हीट से इन्सुलेट किया गया हो अथवा नहीं लेकिन यांत्रिक अथवा तापीय उपक्रम से युक्त न हो	7310	20%
31	लौह अथवा इस्पात का कम्प्रेस किया हुआ अथवा सरलीकृत गैस के लिए कन्टेनर	7311	20%

32	लौह अथवा इस्पात का स्टेडिड वायर, रोप, केबल, प्लेटिड बैंड, स्लिंग और उसके समान वस्तु जिसे विद्युतीय रूप से इन्सुलेट न किया गया	7312	20%
33	लौह अथवा इस्पात का फेनसिंग के लिए उपयोग किये जाने वाला बार किया हुआ वायर; ट्विस्ट किया हुआ हूप अथवा सिंगल प्लेट वायर, बार्स किया हुआ अथवा नहीं और लूज तरीके से ट्विस्ट किया हुआ डबल वायर	7313	20%
34	लौह अथवा इस्पात तार का ड्रील, नेटिंग और फेनसिंग; लौह अथवा इस्पात का विस्तार किया हुआ धातु	7314	20%
35	लौह अथवा इस्पात का चैन और उसका हिस्सा	7315	20%
36	लौह अथवा इस्पात का टैंकर, ग्रेपनेल्स और उसका हिस्सा	7316	20%
37	लौह एवं इस्पात की वस्तुएं	7317	20%
38	लौह एवं इस्पात की वस्तुएं	7318	20%
39	लौह एवं इस्पात की वस्तुएं	7319	20%
40	लौह अथवा इस्पात का स्प्रिंग और स्प्रिंग के लिए लीव्स	7320	20%
41	लौह अथवा इस्पात का स्टोव्स, रेंज, ग्रेड, कूकर (केंद्रीय हिटिंग के लिए सहायक बायलरो के साथ उन वस्तुओं सहित), बारबेक्यूज, ब्रेजियर्स, गैस रिंग, प्लेट वार्मर्स और समान गैर-विद्युतीय घरेलू उपकरण और उसका हिस्सा	7321	20%
42	लौह अथवा इस्पात का केंद्रीय हिटिंग के लिए रेडियेटर जिसे विद्युतीय रूप से हीट न किया गया हो और उसका हिस्सा; लौह अथवा इस्पात का हेयर हीटर और हॉट एयर वितरक जिसे विद्युतीय रूप से हीट न किया गया हो, फेन अथवा ब्लोअर जो मोटर से चलती हो और उसके हिस्से को शामिल करते हुए	7322	20%
43	लौह अथवा इस्पात का टेबल और समान घरेलू वस्तुएं और उसका हिस्सा	7323	20%
44	लौह अथवा इस्पात का सेनेटरी वेयर और उसके पार्ट्स	7324	20%
45	लौह अथवा इस्पात का अन्य कास्ट सामान	7325	20%
46	लौह अथवा इस्पात का विद्युतीय इस्पात और अन्य वस्तु	7326	20%
47	रेलवे अथवा ट्रामवे पैसेंजर कोच जो स्वयं आगे नहीं बढ़ता हो	8605	50%
48	रेलवे अथवा ट्रामवे माल वेन और वेगन जो स्वयं आगे नहीं बढ़ता हो	8606	50%
49	रेलवे अथवा ट्रामवे लोकोमोटिव का हिस्सा अथवा रोलिंग स्टॉक जैसे बोगिज, बिसल बोगिज, एक्सेल और फोज्ड किया हुआ पहिया और उसका हिस्सा	8607	50%

विवरणों में शामिल किए गए उत्पाद सांकेतिक हैं, विनिर्दिष्ट एच एस कोड के अंतर्गत सभी उत्पादों को परिशिष्ट के भाग के रूप में शामिल किया गया है।"

[फा. सं. एस-13026/1/2020-आईडीडी]

रसिका चौबे, अपर सचिव

**MINISTRY OF STEEL**  
**NOTIFICATION**

New Delhi, the 31st December, 2020

**G.S.R. 1(E).**—The amendments in the Policy for providing preference to domestically manufactured Iron & Steel products in Government procurement (DMI&SP Policy)—Revised, 2019 is hereby published for general information.

"No. S-13026/1/2020- IDD

Ministry of Steel

ID Division

Udyog Bhawan,

New Delhi 31<sup>st</sup> December, 2020

**Sub.: Amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019**

The following amendments / additions to the Policy for Providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement - revised, 2019 (DMI&SP revised, 2019) are applicable with immediate effect. These amendments / additions 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 notification.

**I - Amendments: Table 1**

Sl. No.	Existing Clause in DMI&SP revised, 2019	Amended Clause in DMI&SP revised, 2019
1	<b><u>Clause 1.3:</u></b> The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.	<b><u>Clause 1.3:</u></b> The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u> However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.
2	<b><u>Clause 2.13:</u></b> Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.	<b><u>Clause 2.13:</u></b> Domestic value addition means - <u>amount of value added in India which shall be the total value of the item to be procured / sold (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 of the item to be procured / sold, in percent.</u> The 'domestic value addition' definition shall be in line with the DPIIT (formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

3	<p><b>Clause 5.1.5</b></p> <p>The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron &amp; steel products.</p>	<p><b>Clause 5.1.5:</b> The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron &amp; steel products. <u>All Central Sector Schemes (CS)/Centrally Sponsored Schemes (CSS) for which procurement is made by States and Local Bodies, would come within the purview of this Policy, if that project / scheme is fully / partly funded by Government of India.</u></p>
4	<p><b>Clause 5.1.6:</b> The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.</p>	<p><b>Clause 5.1.6</b> The policy shall be applicable to projects where the procurement value of iron and steel products (Appendix - A of the DMI&amp;SP Policy) is greater than Rs. 5 lakhs. The policy shall also be applicable for other procurements (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 5 lakhs. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this policy.</p>
5	<p><b>Clause 7.2:</b> Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.</p>	<p><b>Clause 7.2:</b> Domestic value addition means - amount of value added in India which shall be the total value of the item to be procured / sold (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 of the item to be procured / sold, in percent.</p>
6	<p><b>Clause 7.3:</b> It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p><b>For iron and steel products</b></p> <p><b>% domestic value addition</b></p> <p><i>Net selling price of final product - landed cost of imported iron or steel at the plant-----</i>  <i>----- X 100 %</i></p> <p><i>Net selling price of final product</i></p> <p><b>For capital goods</b></p> <p><b>% domestic value addition</b></p> <p><i>Net selling price of final product - landed cost of imported iron or steel at the plant</i>  <i>----- X 100 %</i></p> <p><i>Net selling price of final product</i></p>	<p><b>Clause 7.3:</b> It is recommended that procuring Government agency / bidder participating in the tender process should calculate the domestic value addition using the below formula so as to ensure that the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.</p> <p><b>For iron and steel products&amp; capital goods</b></p> <p><b>% domestic value addition</b></p> <p><i>Total value of the item to be procured / sold (excluding net domestic indirect taxes) - the value of imported content in the item (including all customs duties)</i>  <i>----- X 100 %</i></p> <p><i>Total value of the item to be procured / sold</i></p>

**II - Following amendment is made to the Appendix A of the DMI&SP revised, 2019 :-** Wherever minimum domestic value addition of **15%** is specified in the Appendix - A of the DMI&SP revised, 2019 under the column Minimum domestic value addition requirement, same shall be replaced with **20%** minimum domestic value addition). (Revised Appendix - A is attached)

**III - Additions / Insertions: Table 2**

Sl. No.	Added / Inserted Clause in DMI&SP revised, 2019
1	<p>Clause 5.1.13 is inserted below Clause 5.1.12 as:</p> <p><b>Clause 5.1.13:</b> No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of iron and steel products (Appendix-A of the DMI&amp;SP Policy). No Global Tender Enquiry (GTE) shall be invited for tenders related to procurement of Capital Goods for manufacturing iron &amp; steel products (Appendix- B of the DMI&amp;SP Policy) having estimated value upto Rs. 200 Crore except with the approval of competent authority as designated by Department of Expenditure.</p>
2	<p>Clause 6.9 is inserted below Clause 6.8 as:</p> <p><b>Clause 6.9: Specifications in Tenders and other procurement solicitations:</b></p> <p><b>6.9.1</b> 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.</p> <p><b>6.9.2</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 local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.</p> <p><b>6.9.3</b> Procuring entities shall, within 2 months of the issue of this policy review all existing eligibility norms and conditions with reference to sub-paragraphs 6.9.1 and 6.9.2 above.</p> <p><b>6.9.4</b> If Ministry of Steel is satisfied that Indian suppliers of iron and steel products 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 project of specific value in the procuring country etc., it may, if deemed appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to Ministry of Steel.</p> <p><b>6.9.5</b> For the purpose of sub-paragraph 6.9.4 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p>
3	<p>Clause 6.10 is inserted below Clause 6.9 as:</p> <p><b>Clause 6.10:</b> 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 same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such action shall be sent to the Standing Committee under the DMI&amp;SP Policy.</p>

**IV - Revised Appendix A - Exclusive for domestically manufactured products**

Sl. No	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600	7209	50%

	mm or more, cold rolled (cold-reduced), not clad, plated or coated		
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%
4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%
18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	20%



26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	20%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	20%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heatinsulated, but not fitted with mechanical or Thermal equipment	7309	20%
30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	20%
31	Containers for compressed or liquefied gas, of iron or steel	7311	20%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	20%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	20%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	20%
35	Chain and parts thereof, of iron or steel	7315	20%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	20%
37	Articles of iron and steel	7317	20%
38	Articles of iron and steel	7318	20%
39	Articles of iron and steel	7319	20%
40	Springs and leaves for springs, of iron or steel	7320	20%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	20%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	20%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	20%
44	Sanitary ware and parts thereof, of iron or steel	7324	20%
45	Other cast articles of iron or steel	7325	20%

46	Electrical steel and other articles of iron or steel	7326	20%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock, such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

*Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix."*

[F. No. S-13026/1/2020-IDD]  
RASIKA CHAUBE, Addl. Secy.

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON  
& STEEL PRODUCTS IN GOVERNMENT PROCUREMENT (TO BE SUBMITTED ON BIDDER'S  
LETTERHEAD) SELF-CERTIFICATE**

-----

To,  
M/s Talcher Fertilizers Limited

\_\_\_\_\_

SUB:  
TENDER NO:

Dear Sir,

This has reference to "Policy for providing Preference to Domestically Manufactured Iron & Steel Products in Government Procurement" issued by Ministry of Steel, Govt. of India, vide their revised notification "The Gazette of India, Notification No. 385 (E) dated 29.05.2019".

We confirm that we will obtain Affidavit of Self Certification of Domestic value addition in Iron & Steel Products from manufacturer before supply of iron and steel products required under the tender/bidding document.

Sign & Stamp of bidder

**SECTION-III**

**INSTRUCTION TO BIDDERS**

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



### **SECTION-III**

#### **INSTRUCTION TO BIDDERS**

##### **INDEX**

##### **[A] GENERAL:**

1. SCOPE OF BID
2. ELIGIBLE BIDDERS
3. BIDS FROM CONSORTIUM
4. ONE BID PER BIDDER
5. COST OF BIDDING
6. SITE-VISIT

##### **[B] BIDDING DOCUMENTS:**

7. CONTENTS OF BIDDING DOCUMENTS
8. CLARIFICATION OF TENDER DOCUMENTS
9. AMENDMENT OF BIDDING DOCUMENTS

##### **[C] PREPARATION OF BIDS:**

10. LANGUAGE OF BID
11. DOCUMENTS COMPRISING THE BID
12. BID PRICES
13. GST (CGST & SGST/ UTGST or IGST )
14. BID CURRENCIES
15. BID VALIDITY
16. EARNEST MONEY DEPOSIT/BID SECURITY
17. PRE-BID MEETING
18. FORMAT AND SIGNING OF BID
19. ZERO DEVIATION & REJECTION CRITERIA
20. E-PAYMENT

##### **[D] SUBMISSION OF BIDS:**

21. SUBMISSION, SEALING AND MARKING OF BIDS
22. DEADLINE FOR SUBMISSION OF BIDS
23. LATE BIDS
24. MODIFICATION AND WITHDRAWAL OF BIDS

##### **[E] BID OPENING AND EVALUATION:**

25. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS
26. BID OPENING
27. CONFIDENTIALITY
28. CONTACTING THE EMPLOYER
29. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS
30. CORRECTION OF ERRORS
31. CONVERSION TO SINGLE CURRENCY FOR COMPARISON OF BIDS
32. EVALUATION AND COMPARISON OF BIDS
33. COMPENSATION FOR EXTENDED STAY
34. PURCHASE PREFERENCE

**[F] AWARD OF CONTRACT:**

35. AWARD
36. NOTIFICATION OF AWARD / FAX OF ACCEPTANCE [FOA]
37. SIGNING OF AGREEMENT
38. CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT
39. PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/COLLUSIVE/COERCIVE PRACTICES
40. PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALLENTERPRISE
41. AHR ITEMS
42. VENDOR EVALUATION PROCEDURE
43. INCOME TAX & CORPORATE TAX
44. DISPUTE RESOLUTION MECHANISM
45. DISPUTES BETWEEN CPSE'S/GOVERNMENT DEPARTMENT'S/ ORGANIZATIONS
46. INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)
47. PROMOTION OF PAYMENT THROUGH CARDS AND DIGITALMEANS
48. CONTRACTOR TO ENGAGE CONTRACT MANPOWER BELONGING TO SCHEDULED CASTES AND WEAKER SECTIONS OF THE SOCIETY
49. PROVISIONS FOR STARTUPS (AS DEFINED IN GAZETTENOTIFICATION NO. D.L-33004/99 DATED 18.02.2016 AND 23.05.2017 OF MINISTRY OF COMMERCE AND INDUSTRY AND AS AMENDED FROM TIME TO TIME)
50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS PRS
51. UNIQUE DOCUMENT IDENTIFICATION NUMBER BY PRACTICINGCHARTERED ACCOUNTANTS POLICY
52. PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA.
53. ANJANI PORTAL
54. DOCUMENTS FOR PAYMENT
55. ORDER TRANSMITTAL SYSTEM
56. SUBLETTING AND ASSIGNMENT

**[G] ANNEXURES:**

1. Annexure-I : PROCEDURE FOR ACTION IN CASE CORRUPT/FRAUDULENT/ COLLUSIVE/ COERCIVE PRACTICES
2. Annexure-II : VENDOR PERFORMANCE EVALUATION PROCEDURE:
  - : ANNEXURE-1: Performance Rating Data Sheet
  - : ANNEXURE-2: Performance Rating Data Sheet
3. Annexure-III : INSTRUCTION FOR SUBMISSION OF BID ONLINE THROUGH CPP PORTAL
4. Annexure-IV : BIDDING DATA SHEET (BDS)
5. Annexure-V : PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017
  - : **FORM-I OF ANNEXURE-V** : Certificate from Statutory Auditor or Cost Auditor of the company (in the case of companies) or from a Practicing Cost Accountant or Practicing Chartered Accountant (in respect of suppliers other than companies)
  - : **FORM-II OF ANNEXURE-V**: Salient points of Public Procurement (Preference to Make in India) Policy.

6. Annexure-VI : PREAMBLE TO SCHEDULE OF RATES
7. Annexure-VII: PROVISION FOR PROCUREMENT FROM A BIDDER WHICH  
SHARES A LAND BORDER WITH INDIA  
: **Form-I to Annexure-VII:** Undertaking on Letter Head

## **INSTRUCTION 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 the Invitation For Bid (the **“Tender Document /Bid Document”**) issued by Employer. Employer/Owner/TFL occurring herein under shall be considered synonymous.
- 1.2 SCOPE OF BID: The scope of work/ Services shall be as defined in Section-VI of 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' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous. Further, 'Day' means 'Calendar Day' and 'Singular' also means 'Plural'.

**2 ELIGIBLE BIDDERS**

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

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/PDIL 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.



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

It shall be the sole responsibility of the bidder to inform TFL there status on above on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders as per clause no. 39 of ITB.

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

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

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

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

2.8 **Power of Attorney:**

Power of Attorney (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).

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

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

- (II) In case of a Consortium, Power of Attorney shall be issued both by Leader as well as Consortium Member(s) of the Consortium as per procedure defined herein above in favour of employee of Leader of Consortium.

### **3      BIDS FROM "CONSORTIUM"/"JOINT VENTURES"**

Applicable for this tender.

### **4      ONE BID PER BIDDER**

- 4.1      A Bidder shall submit only 'one [01] Bid' in the same Bidding Process either as single entity or as a member of any consortium (wherever consortium bid is allowed). A Bidder who submits or participates in more than 'one [01] Bid' will cause all the proposals in which the Bidder has participated to be disqualified.
- 4.2      A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices. The bidder found to have a conflict of interest shall be disqualified. A bidder shall be considered to have a conflict of interest with one or more bidders in this bidding process, if:
- a)      they have controlling partner (s) in common; or
  - b)      they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
  - c)      they have the same legal representative/authorized signatory/agent for purposes of this bid; or
  - d)      they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
  - e)      Bidder participates in more than one bid in bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
  - f)      a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
  - g)      In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

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

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

## **5 COST OF BIDDING**

The Bidder shall bear all costs associated with the preparation and submission of the Bid including but not limited to Documentation Charges, Bank charges all courier charges translation charges, authentication charges and any associated charges including taxes & duties thereon. Further, TFL/PDIL 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 TALCHER FERTILIZERS LIMITED for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information 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 : BID EVALUATION CRITERIA [BEC] & Evaluation methodology
- Section-III : Instructions to Bidders [ITB], Annexure, Forms & Formats
- Section-IV : General Conditions of Contract [GCC]
- Section-V : Special Conditions of Contract [SCC]
- Section-VI : Scope of Work & Technical Specifications
- Section-VII : Price Schedule/ Schedule of Rates

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

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

- 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 DOCUMENTS**

- 8.1 A prospective Bidder requiring any clarification(s) of the Bidding Documents may notify TFL in writing or through CPP Portal (<https://eprocure.gov.in/eprocure/app>) or email at PDIL's mailing address indicated in the BDS no later than 02 (two) days prior to pre-bid meeting (in cases where pre-bid meeting is scheduled) or 05 (five) days prior to the due date of submission of bid in cases where pre-bid meeting is not scheduled. TFL/PDIL reserves the right to ignore the bidders request for clarification if received after the aforesaid period. TFL/PDIL may respond in writing to the request for clarification. TFL/PDIL's response including an explanation of the query, but without identifying the source of the query will be uploaded on the websites mentioned at Clause No. 2.0 (G) of IFB. Hence, bidders are requested to regularly visit the said websites for updates.
- 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 for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by addenda / corrigendum.
- 9.2 Any corrigendum thus issued shall be integral part of the Tender Document and shall be hosted only on the websites as provided at clause no. 2.0 (G) of IFB. Bidders, in their own interest, are advised to regularly check the websites for any amendment/Corrigendum/Addendum. Bidders have to take into account all such amendment / corrigendum before submitting their Bid. TFL/PDIL will not take any responsibility or entertain any representation whatsoever, in case bidders have not checked/seen/downloaded such amendment/Corrigendum/Addendum or reply to pre-bid queries uploaded on the said websites.
- 9.3 The Employer, if it considers 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**

11.1 Bidders are requested to refer instructions for participating in e-Tendering (Annexure-I to Section III of tender), Ready Reckoner for Bidders and FAQs available in e-portal and bids submitted manually shall be rejected. All pages of the Bid must be digitally signed by the "authorized signatory" of the Bidder holding Power of Attorney. The bids must be submitted on e-tendering website of CPP portal (<https://eprocure.gov.in/eprocure/app>) comprising following documents:-

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

- (a) 'Covering Letter' on Bidder's 'Letterhead' clearly specifying the enclosed Contents with index
- (b) 'Bidder's General Information', as per 'Form F-1'.
- (c) Copies of documents, as specified in tender document
- (d) Copy of Schedule of Rates (SOR) with prices blanked out mentioning quoted / not quoted (as applicable) written against each item as a confirmation that the prices are quoted in requisite format.
- (e) 'Letter of Authority' on the Letter Head, as per 'Form F-3'
- (f) 'Agreed Terms and Conditions', as per 'Form F-5'
- (g) 'ACKNOWLEDGEMENT CUM CONSENT LETTER', as per 'Form F-6'
- (h) Duly attested documents in accordance with the "BID EVALUATION CRITERIA [BEC]" establishing the qualification.
- (i) Copy of Power of Attorney as per 'F-20'/copy of Board Resolution, in favour of the authorized signatory of the Bid, as per clause no. 2.8 of ITB (Original to be submitted physically).
- (j) Copy of EMD / Declaration for Bid Security in original as per Clause 16 of ITB (Original to be submitted physically)
- (k) Undertaking as per Form-I to Annexure-V to Section-III and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per Form-II to Annexure-V to Section-III (Applicable for all bidders irrespective of seeking purchase preference or not).
- (l) Undertaking as per Form-I to Annexure VII regarding Provisions for Procurement from a bidder which shares a land border with India.
- (m) All forms and Formats including Annexures
- (n) 'Integrity Pact' as per 'Form F-14'
- (o) 'Indemnity Bond' as per 'Form F-15'



- (p) Checklist for Bid Evaluation Criteria (BEC) qualifying documents for bidder as per 'Form F-8A & F-8B
- (q) Tender Document, its Corrigendum/Amendment/Clarification(s) duly signed on each page (in case of manual tendering)/ digitally signed (in case of e-Tender) by the Authorized Signatory holding POA.
- (r) Additional document specified in BDS, SCC, Scope of Supply or mentioned elsewhere in the Tender Document, its Corrigendum/Amendment/Clarification(s).
- (s) Any other information/details required as per Tender Document

**Note:**

1. All the pages of the Bid must be signed/ digitally signed by the "Authorized Signatory" of the Bidder holding POA.

**11.1.2 PART-II: Price Bid**

The Prices are to be filled strictly in the Schedule of Rate of the bidding documents and provision mentioned at para 11.1.2 hereinabove and to uploaded in SOR attachment/Conditions of CPP portal.

- 11.2 "TECHNO-COMMERCIAL/UN-PRICED BID" comprising all the above documents mentioned at 11.1.1 along with copy of EMD/Bid Security, copy of Power of Attorney and copy of integrity pact should be uploaded in the CPP portal. Further, Bidders must submit the original " EMD, Power of Attorney, Integrity Pact (wherever applicable) and any other documents specified in the Tender Document to the address mentioned in IFB, in a sealed envelope, superscribing the details of Tender Document (i.e. tender number & tender for) within 7 days from the date of un-priced bid opening.

Bidders are required to submit the EMD in original by Due Date and Time of Bid Submission or upload a scanned copy of the same in the Part-I of the Bid. If the Bidder is unable to submit EMD in original by Due Date and Time of Bid Submission, the Bidder is required to upload a scanned copy of the EMD in Part-I of Bid, provided the original EMD, copy of which has been uploaded, is received within 7 days from the Due Date of Bid Opening, failing which the Bid will be rejected irrespective of their status/ranking in tendering process and notwithstanding the fact that a copy of EMD was earlier uploaded by the Bidder.

- 11.3 In case of bids invited under *single bid system*, a single envelope containing all documents specified at Clause 11.1.1 & 11.1.2 of ITB above form the BID. All corresponding conditions specified at Clause 11.1.1 & 11.1.2 of ITB shall become applicable in such a case.

**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 except **GST (CGST & SGST/UTGST or IGST)**. Applicable rate of **GST (CGST & SGST/ UTGST or IGST)** on the contract value shall be indicated in SOR under column for GST.
- 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 be deemed to be inclusive of cost incurred for such activity.
- 12.4 All duties, taxes and other levies [if any] payable by the Contractor under the Contract, or for any other cause except final **GST (CGST & SGST/ UTGST or IGST)** shall be included in the rates / prices and the total bid-price submitted by the Bidder.
- 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 Tender Document.
- 12.6 Bidder shall also mention the **Service Accounting Codes (SAC) / Harmonized System of Nomenclature (HSN)** at the designated place in Techno-Commercial / Un-Priced bid.

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

- 13.1 Bidders are required to submit a copy of the GST Registration Certificate, while submitting the 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 Contractor only. Contractor 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 Contractor with requisite details.
- Payments to Contractor 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 Contractor has not remitted the amount towards **GST (CGST & SGST/UTGST or IGST)** collected from TFL to the government exchequer, then, that Contractor shall be put under Holiday list of TFL for period of six months after following the due procedure. This action will be in addition to the right of recovery of financial implication arising on TFL.
- 13.4 For statutory variation in **GST (CGST & SGST/UTGST or IGST)**, please refer clause no. **13.0 of SCC (Section V of NIT)**
- 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 Contractor 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.

13.6 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 Contractor 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.

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

However, in case any unregistered bidder is submitting their bid, Bids will be evaluated as per quoted prices without loading of **GST (CGST & SGST/UTGST or IGST)**, if not quoted. their prices will be loaded with applicable GST (CGST & SGST/UTGST or IGST) while evaluation of bid (if applicable as per Govt. Act/ Law in vogue). Where TFL is entitled for input credit of **GST (CGST & SGST/UTGST or IGST)**, the same will be considered for evaluation of bid as per evaluation methodology of tender document. Further, an unregistered bidder is required to mention its Income Tax PAN in bid document.

13.8 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 Contractor /Supplier.

- 13.9 Contractor 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 Contractor 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 Contractor 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 Contractor may note the above and quote their prices accordingly.

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

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

- 13.13 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 GST rate, as the case may be. No request for change in GST will be entertained after submission of bids. In case GST column is left blank in the SOR, the quoted prices shall be considered as "Inclusive of GST" and evaluation shall be done accordingly.

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

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

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

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

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

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

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

To ensure compliance, undertaking in requisite format is to be submitted by supplier as per format enclosed at Form F-21 along with documents for release of payment.

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

13.17 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 may refuse the request without forfeiture of his EMD / Bid Security.

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

## **16 EARNEST MONEY DEPOSIT**

- 16.1 Bid must be accompanied with earnest money (i.e. Earnest Money Deposit (EMD) also known as Bid Security) in the form of '**Demand Draft**' / '**Banker's Cheque**' / '**Insurance Surety Bond**' / '**Fixed Deposit Receipt**' [in favour of **Talcher Fertilizers Limited** payable at place mentioned in BDS] or 'Bank Guarantee' strictly as per the format given in form F-2A (as the case may be) of the Tender Document. Bidder shall ensure that EMD submitted in the form of 'Bank Guarantee' should have a validity of at least "two [02] months" beyond the validity of the Bid. EMD submitted in the form of 'Demand Draft' or 'Banker's Cheque' should be valid for three months.

Bid not accompanied with EMD, or EMD not in requisite format shall be liable for rejection. The EMD shall be submitted in Indian Rupees only.

- 16.2 The bidder can also submit the EMD through online banking transaction i.e. IMPS/NEFT/RTGS etc. For this purpose, the details of TFL's Bank Account are mentioned under BDS. While remitting, the bidder must indicate EMD and tender/E-tender no. under remarks. Bidders shall be required to submit/ upload the successful transaction details along-with their bid/e-bid in addition to forwarding the details to dealing officer through email/letter with tender reference number immediately after remittance of EMD. In absence of submitting/ uploading the remittance details, the bid is likely to be considered as bid not accompanied with EMD. Further, in case of the online transaction, submission of EMD in original is not applicable.
- 16.3 OWNER shall not be liable to pay any documentation charges, Bank charges, commission, interest etc. on the amount of EMD. In case EMD is in the form of a "Bank Guarantee", the same shall be from any Indian scheduled Bank (excluding Co-operative banks and Regional Rural bank) or a branch of an International Bank situated in India and registered with "Reserve Bank of India" as Scheduled Foreign Bank. However, in case of „Bank Guarantee" from Banks other than the Nationalized Indian Banks, the Bank must be commercial Bank having networth in excess of Rs. 100 Crores [Rupees One Hundred Crores] and a declaration to this effect should be made by such commercial Bank either in the "Bank Guarantee" itself or separately on its letterhead. Purchaser will verify the BG from issuing bank.
- 16.4 Any Bid not secured in accordance with "ITB: Clause-16.1 & Clause-16.3" may be rejected by TFL as non-responsive.
- 16.5 Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than "thirty [30] days" after finalization of tendering process.
- 16.6 The successful Bidder's EMD will be discharged upon the Bidder's acknowledging the "Award" and signing the "Agreement" (if applicable) and furnishing the Contract Performance Security (CPS)/ Security Deposit" pursuant to clause no. 38 of ITB.

16.7 Notwithstanding anything contained herein, the EMD may also be forfeited in any of the following cases:

- (a) If a Bidder withdraws his Bid during the "Period of Bid Validity"
- (b) If a Bidder has indulged in corrupt/fraudulent /collusive/coercive practice
- (c) If the Bidder modifies Bid during the period of bid validity (after Due Date and Time for Bid Submission).
- (d) Violates any other condition, mentioned elsewhere in the Tender Document, which may lead to forfeiture of EMD.
- (e) In case of Cartelization of bid.
- (f) In the case of a successful Bidder, if the Bidder fails to:
- (i) to acknowledge receipt of the "Notification of Award" / Fax of Acceptance[FOA] / Detailed Letter of Acceptance [DLOA]",
- (ii) to furnish "Contract Performance Security / Security Deposit", in accordance with "ITB: Clause-38".

16.8 In case EMD is in the form of „Bank Guarantee", the same must indicate the Tender Document No. and the name of Tender Document for which the Bidder is quoting. This is essential to have proper correlation at a later date.

16.9 MSEs (Micro & Small Enterprises) are exempted from submission of EMD in accordance with the provisions of PPP-2012 and Clause 40 of ITB. However, Traders/Dealers/ Distributors /Stockiest /Wholesaler are not entitled for exemption of EMD. The Government Departments/PSUs are also exempted from the payment of EMD. Further, Startups are also exempted from the payment of EMD.

16.10 In case of forfeiture of EMD/ Bid Security, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL. The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of order/contract.

**16.11 EMD/Bid Bond will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of EMD/ Bid Bond submitted by the bidder and bid of such bidder will be summarily rejected.**

**16.A DECLARATION FOR BID SECURITY**

MSEs (Micro & Small Enterprises), Start-ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue) are required to submit, "DECLARATION FOR BID SECURITY" as per prescribed format (F-2B).

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

17.1 The Bidder(s) or his designated representative are invited to attend a "Pre-Bid Meeting" which will be held at address specified in IFB. It is expected that a bidder shall not depute more than 02 representatives for the meeting.

17.2 Purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage and give hands-on e-tendering.

17.3 Text of the questions raised and the responses given, together with any responses prepared after the meeting, will be uploaded on Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/eprocure/app>) websites. Any modification of the Contents of Bidding Documents listed in "ITB: Clause-7.1", that may become necessary as a result of the Pre-Bid Meeting shall be made by the Employer exclusively through the issue of an Corrigendum pursuant to "ITB: Clause-9", and not through the minutes of the Pre-Bid Meeting.

17.4 Non-attendance of the Pre-Bid Meeting will not be a cause for disqualification of Bidder.

## **18 FORMAT AND SIGNING OF BID**

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

18.3 In case of e-tendering, digitally signed documents to be uploaded as detailed in addendum to ITB (Annexure-III of Section –III).

## **19 ZERO DEVIATION AND REJECTION CRITERIA**

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

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

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

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

- a) Bidder not meeting Bid Evaluation Criteria as per Tender Document
- b) Firm Price
- c) EMD / Declaration for Bid Security (as applicable)
- d) Specifications & Scope of Work
- e) Schedule of Rates / Price Schedule / Price Basis
- f) Duration / Period of Contract/ Completion Period
- g) Payment Terms
- h) Period of Validity of Bid
- i) Integrity Pact
- j) Mutually Agreed Damages
- k) Overall ceiling on total liability
- l) Contract Performance Security
- m) Guarantee / Defect Liability Period
- n) Arbitration / Settlement of Dispute
- o) Governing laws, language & measures
- p) Force Majeure
- q) Undertaking forms, Form I of Annexure VII for provision for procurement from a bidder which shares a land border with India
- r) Bidder quoting less than 20% as minimum Local content (as per make in India PPLC policy)
- s) 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**

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

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## **[D] – SUBMISSION OF BIDS**

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

21.1 In case of e-tendering, bids shall be submitted through e-tender in the manner specified elsewhere in tender document. No Manual/ Hard Copy (Original) offer shall be acceptable. Physical documents shall be addressed to the owner at address specified in IFB.

21.2 Deleted

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 In case of e-bidding, the bids must be submitted through e-tender mode not later than the date and time specified in the tender document/BDS (Bidding Data Sheet).

22.2 Deleted.

22.3 TFL may, in exceptional circumstances and at its discretion, extend the deadline for submission of Bids (clause 8 and/or 9 of ITB refers). In which case all rights and obligations of TFL and the Bidders, previously subject to the original deadline will thereafter be subject to the deadline as extended Notice for extension of due date of submission of bid will be uploaded on website only as mentioned in Clause No. 2.0(G) of IFB.

## **23 LATE BIDS**

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

23.2 In case of e-tendering, e-tendering system of CPP Portal (eprocure.gov.in) shall close immediately after the due date for submission of bid and no bids can be submitted thereafter.

23.3 Physical documents received to address other than one specifically stipulated in the Tender Document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

23.4 Unsolicited Bids or Bids received to address other than one specifically stipulated in the tender document will not be considered for evaluation/opening/award if not received to the specified destination within stipulated date & time.

## **24 MODIFICATION AND WITHDRAWAL OF BIDS**

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

### **24.1.1 IN CASE OF E- TENDERING**

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

### **24.1.2 IN CASE OF MANUAL BIDDING**

Deleted.



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## **[E] – BID OPENING AND EVALUATION**

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

- 25.1 TFL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligations to inform the affected Bidder(s) of the ground for TFL's action. However, Bidder if so desire may seek the reason (in writing) for rejection of their Bid to which TFL shall respond quickly.
- 25.2 A bidder is to be permitted to send his representation in writing to dealing officer specified in tender for rejection of bid. But, such representation has to be sent upto 10(ten) days from the date of Notification of Award/FOA. A decision on representation will be taken by TFL within 15 (fifteen) days of the receipt of the representation. Only a directly affected bidder can represent in this regard:
- i) Only a bidder who has participated in tender can make such representation
  - ii) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable
- 25.3 However, following decisions of TFL shall not be subject to review:
- a) Determination of the need for procurement;
  - b) Selection of the mode of procurement or bidding system;
  - c) Choice of selection procedure;
  - d) Provisions limiting participation of bidders in the procurement process;
  - e) The decision to enter into negotiations with the L1 bidder;
  - f) Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
  - g) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
  - h) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

### **26 BID OPENING**

#### **26.1 Unpriced Bid Opening:**

TFL/PDIL will open the price bids of those Bidders who meet the qualification requirement and whose bid is determined to be technically and commercially responsive. Techno-commercial bid evaluation status will be are to be informed to all bidders (including informing the techno-commercially not qualified Bidders). Price bids are to be opened in the presence of only techno-commercially acceptable bidders, who are willing to attend the bid opening, at a pre-publicised date, time and place or on the portal in case of e-procurement. The bidder's name, bid price, discount (if any) and any such details considered appropriate shall be read out during the price bid opening. Offers should not, repeat not, be circulated amongst the bidder's representative. Bidders selected for opening of their price bid shall be informed about the date & time of price bid opening. Bidders may depute their authorized representative to witness the price bid opening. The Bidders' representatives, who are present shall sign a Price Bid Opening Register evidencing their attendance and may be required to be present even on a short notice.

## **26.2 Priced Bid Opening:**

- 26.2.1 TFL will open the price bids of those bidders who meet the qualification requirement and whose bids is determined to be technically and commercially responsive. Bidders selected for opening of their price bids shall be informed about the date of price bid opening.

Bidders may depute their authorized representative to attend the bid opening. The bidders' representatives, who are present shall sign a register evidencing their attendance and may be required to be present even on a short notice.

- 26.2.2 The price bids of those Bidders who were not found to be techno-commercially responsive shall not be opened.

In case of bids invited under the single bid system, bid shall be opened on the specified date & time.

## **26.3 Reverse Auction**

- 26.3.1 OWNER shall finalize tender after conducting reverse auction except in those cases where less than four techno-commercially acceptable offers are available.

In case, after techno commercial evaluation, number of technically & commercially acceptable offers are less than 04 (four), then no reverse auction will be conducted (but the OWNER/CONSULTANT shall take appropriate decision regarding conducting offline price negotiation, if required).

Accordingly, the decision to conduct reverse auction shall be communicated to shortlisted bidders prior to opening of price bid. The due date and time of conducting the event of Reverse Auction (if conducted) shall be intimated well in advance to the techno commercially acceptable bidders, through email.

### **26.3.2 Detailed methodology of Reverse Auction**

With the assistance of RA system provider, training to all eligible bidders on the Online Reverse Auction process shall be facilitated prior to conduct of Online Reverse Auction.

- a) Computerized Reverse Auction shall be conducted by PDIL through M/s e-Procurement Technologies Limited, on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice.
- b) The due date and time of conducting the event of Reverse Auction shall be intimated at least 2 (two) days in advance to the techno-commercially acceptable bidders, through email / letter. For better understanding of Reverse Auction by the bidders, one day online training shall be conducted by M/s e-Procurement Technologies Limited i.e. the agency conducting the Reverse Auction, for all the techno-commercially qualified bidders. Reverse Auction Training and Demo auction shall be conducted through Video conferencing only.

- c) A user-ID and a password shall be created for each techno-commercially qualified bidder by the M/s e-Procurement Technologies Limited and the same shall be communicated to the bidders during the training process. A Valid Digital Signature Certificate is required to take part in Reverse Bidding process.

- d) Display of Details during Reverse Auction(RA)

The bidder will be able to view the following details on their screen during RA:

- 1) "Total basic Price" (i.e. Total Price excluding GST)
- 2) "Loading factor", if any
- 3) "Total Evaluated Price" (i.e. Total Basic Price x Loading factor, calculated by system)
- 4) "Rank of the bidder" (i.e. present rank, auto updated by system)
- 5) "L1 price" (i.e. Present Lowest Total Evaluated Price, auto updated by system)

The "Total basic Price", Loading factor and the "Total Evaluated Price" before RA shall be informed to individual bidders shortly after completion of the RA training. The "Total basic Price" before RA shall be the "Start price" of each bidder. During RA, the bidder will be able to reduce only the "Total Basic Price". The "Total Evaluated Price" will be automatically calculated by the system and system will then compare it with "Total Evaluated Price" of other bidders to arrive at Rank and L1 price after every price change during the RA.

After completion of RA, the "Total Evaluated Price" of the lowest bidder shall be considered as the L-1 price after RA.

However, at no point of time will any bidder see names of other bidders, or prices of bidders other than the lowest bid. The Bidder has to out-bid his own previous price & try to reach Number-1 rank.

The tender shall be processed further for award or otherwise based on L-1 prices received at the end of Online Reverse Auction. Price reasonableness will still need to be established by PDIL/TFL even though the bidding is through Online Reverse Auction and TFL will reserve the right to negotiate with the L1 bidder as per CVC guidelines.

- e) All timings of the online bid shall be based on the time indicated by the Server hosting the Auction Engine which would reflect as closely as possible the Indian Standard Time (IST) i.e. GMT+05:30 hrs. However, in the event of any deviations between the Server Time and the Indian Standard Time, the functioning of the Auction Engine (launch, operation and closure) would be guided by the Server time. Bidders should be advised to refresh the window of the Auction module and check the exact server Time.
- f) The start price of bidders will be automatically populated by system at the time of start of Reverse Auction. The same will be considered as participation by bidder in Online Reverse Auction process. In case any bidder emerges lowest bidder after RA based on their start price(s), the same will be considered as their final price(s) taking into consideration respective loading factor (to arrive at "Total Evaluated Price") for award of contract/ order irrespective of whether bidder had actually logged in RA portal or not. In case bidder does not accept the same, such bidder will be considered as errant bidder and action will be taken against bidder as per provision in this regard.

- g) During Reverse Auction, a bidder can reduce his prices repeatedly. The minimum percentage reduction in each step namely, the bid decrement' shall not be less than 0.5% of the last bid of the respective bidder. Bidders are allowed to submit/accept first price without decrement amount but afterwards participation in reverse auction is allowed only with minimum decrement amount /percentage.
- h) The process of Online Reverse Auction shall initially be held for a period of 30 minutes. In the event of a bid received in the last 5 minutes resulting in a change of prevailing L1 price, the period of the auction shall get extended automatically by 8 minutes from the time of submission of such bid. This process will continue till no change in L-1 price takes place in last 5 minutes after which the auction will close. All bidders regardless of their previous position can submit their bid during the extended period also.
- i) In case of a tie during auction i.e. two bidders entering same lowest price, the bidder who enters the prices first in the system would be taken as L-1 and the other bidder would see their ranking as L-2.
- j) Internet connectivity shall have to be ensured by bidders themselves. Bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully.
- k) Bidders in their own interest should ensure uninterrupted internet connectivity at their end during the reverse auction with necessary backups to take care of any connectivity problem. No request for any extension of RAP due to internet connectivity issues or for any other reason at bidders end shall be entertained by PDIL/TFL.
- l) In case of disruption of service at the service provider's end i.e. M/s e-Procurement Technologies Limited while the RAP (Reverse Auction Process) is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again, through a fresh RAP (hereinafter referred to as "Restarted RAP"), the time and date of which will be intimated in writing to all bidders. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid Price' for the "Re-started RAP". The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration. All the time stipulations of normal RAP will be applicable to the "Restarted RAP".
- m) Communication with any official with service provider/PDIL/TFL when the RAP is online is strictly prohibited. Bidders in their own interest will have to get themselves satisfied on any queries that they may have during the RAP training session. No query when the RAP is online will be entertained.
- n) Upon completion of reverse auction, rate of individual items of SOR shall be worked out applying uniform reduction (reduction being derived from the original Total Evaluated Price & final Total Evaluated Price after RA).
- o) While working out rate of individual items, unit rate upto two decimals only will be considered and the figures beyond two decimals shall be ignored without rounding off (e.g. if item rates after applying uniform reduction works out to 10.910 or 10.912 or 10.915 or 10.919, the rate will be considered as 10.91). Above prices shall be the final prices of lowest bidder against the tender for all the purposes and the original quoted prices against tender shall no more be valid for tender for which Reverse Auction was held.

26.3.3 Preferences: Purchase Preference shall be applicable as defined in tender document.

## **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 CONTACTING THE EMPLOYER**

28.1 From the time of bid opening to the time of contract award, no bidder shall contact TFL on any matter related to the bid, except on request and prior written permission.

28.2 Any effort by the bidder to influence TFL in bid evaluation, bid comparison or contract award decisions will vitiate the process and will result in the rejection of the bidder's bid and action shall be initiated as per the TFL's procedure for action in case Corrupt / Fraudulent / Collusive / Coercive practices in this regard apart from forfeiture of EMD/ Bid Security, if any.

## **29 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS**

29.1 The employer's determination of a bid's responsiveness is based on the content of the bid only. Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:

- (a) Meets the "Bid Evaluation Criteria" of the Bidding Documents ;
- (b) Has been properly signed;
- (c) Is accompanied by the required 'Earnest Money / Bid Security / Bid Security Declaration'
- (d) Is substantially responsive to the requirements of the Bidding Documents ; and
- (d) 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.

29.5 Tenders that do not meet the basic requirements specified in the bid documents are to be treated as unresponsive {both during Techno-commercial evaluation and Financial Evaluation in case of Two Bid System ) and will be ignored. All tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the Bid document and to identify unresponsive tenders, if any. Unresponsive offers may not subsequently be made responsive by correction or withdrawal of the non- conforming stipulation. Some important points on the basis of which a tender may be declared as unresponsive and be ignored during the initial scrutiny are :

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- iv) The bid departs from the essential requirements specified in the bidding document (for example, the tenderer has not agreed to give the required contract performance security); or
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule (example: in a schedule, it has been stipulated that the tenderer will supply the equipment, install and commission it and also train the TFL's personnel for operating the equipment. The tenderer has, however, quoted only for supply of the equipment).

**30 CORRECTION OF ERRORS-**

Not Applicable.

**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 in Section-II of bidding documents on lowest bid basis.

In case of a tie at the lowest bid (L1) position between two or more bidders, the order/LoA will be placed on the bidder who has higher/ highest turnover in last audited financial year.

In case there is a tie at the lowest bid (L1) position between only startup bidders and none of them has past turnover, the order/FOA will be placed on the startup who is registered earlier with Department for Promotion of Industry and Internal Trade (wherever applicable).

**33 COMPENSATION FOR EXTENDED STAY [FOR APPLICABILITY OF THIS CLAUSE REFER BDS]:**

Not Applicable

### 34 PURCHASE PREFERENCE

Purchase Preference as per Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order 2017 Domestically Manufactured Telecom Products (DMTP) shall be allowed as per Government instructions in vogue, as applicable from time to time.

The Policy to Provide Purchase Preference as per Public Procurement (Preference to Make in India), Order is enclosed as Annexure V to ITB herewith.

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

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### [F] – AWARD OF CONTRACT

### 35 AWARD

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

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

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. Contractor). 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 as per "ITB: Clause-37".
- 36.3 Upon the successful Bidder's / Contractor's furnishing of 'Contract Performance Security / Security Deposit', pursuant to "ITB: Clause-38", TFL will promptly discharge his 'Earnest Money Deposit / Bid Security (if applicable)', pursuant to "ITB: Clause-16".
- 36.4 The Order/ contract value mentioned above is subject to Mutually Agreed Damages clause.
- 36.5 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**

The successful Bidder/Contractor shall be required to execute an 'Agreement' in the proforma given in this Bidding Document) on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/Contractor] and of 'state of India' specified in Bidding Data Sheet (BDS) only, within 'fifteen [15] days' of receipt of the "Fax of Acceptance (FOA)" by the successful Bidder/Contractor failure on the part of the successful Bidder/Contractor to sign the 'Agreement' within the above stipulated period, shall constitute sufficient grounds for forfeiture of EMD / Security Deposit / Action as per Bid Security declaration.

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

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

- 38.2 The CONTRACT PERFORMANCE SECURITY shall be for an amount equal specified in Bidding Data Sheet (BDS) towards faithful performance of the contractual obligations and performance of equipment. For the purpose of CPS, Contract/order value shall be exclusive of **GST (CGST & SGST/UTGST or IGST)** .

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

- 38.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for consideration of the annulment of the award and Forfeiture of EMD/action as per declaration of Bid Security.

- 38.4 The CPS has to cover the entire contract value including extra works/services also. As long as the CPS submitted at the time of award take cares the extra works/services executed and total executed value are within the awarded contract price, there is no need for additional CPS. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional CPS.

- 38.5 DELETED

- 38.6 In addition to existing specified form (i.e. Demand Draft (DD)/ Banker's Cheque/ Bank Guarantee) mentioned in tender documents for submission of Security Deposit/ Contract Performance Security, the successful bidder can also submit the Security Deposit/ Contract Performance Security through online banking transaction i.e. IMPS/NEFT/RTGS/SWIFT etc. For this purpose, the details of TFL's Bank Account is mentioned in BDS. Further, in case a successful Bidder is willing to furnish CPS through SWIFT, the details may be obtained from Purchase Officer immediately after receipt of FOA.

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

- 38.7 In case of forfeiture of Contract Performance Security/ Security Deposit in terms of GCC, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL. The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of order/ contract.

- 38.8 The Contractor will also submit covering letter along with CPS as per format at F-4.

- 38.9 CPBG/Security Deposit will not be accepted in case the same has reference of 'remitter'/'financer' other than bidder on the aforementioned financial instrument of CPBG/ Security Deposit submitted by the Contractor.

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

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

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

38.13 **In addition to submission of the Security cum Performance Bank Guarantee (CS cum PBG) for 10% of the TOTAL CONTRACT PRICE as stipulated above, the successful bidder is required to submit a Additional Bank Guarantee as specified in Clause 52.0 of SCC.**

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

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

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

The Contractor/ Bidder understands and agrees that in such cases where Contractor/ 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 Contractor/ Bidder and the 'Arbitration clause' in the GCC and other "CONTRACT DOCUMENTS" shall not be applicable for any consequential issue /dispute arising in the matter.

**40 PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES**

40.1 Government of India, vide Gazette of India No. 503 dated 26.03.2012 proclaimed the Public Procurement Policy for Micro and Small Enterprises (MSEs). The following benefit is available in case of work contract also:

- i) Issue of tender document to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid Security .

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

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

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

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

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

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

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

- 41.3 If against an order placed by TFL, successful bidder(s) (other than Micro/Small Enterprise) is procuring material/services from their sub-vendor who is a Micro or Small Enterprise as per provision mentioned at clause no.40.2 with prior consent in writing of the purchasing authority/Engineer-in-charge, the details like Name, Registration No., Address, Contact No. details of material & value of procurement made, etc. of such Enterprises shall be furnished by the successful bidder at the time of submission of invoice/Bill.
- 41.4 The benefit of policy are not extended to the traders/dealers/ Distributors /Stockiest/Wholesalers.
- 41.5 NSIC has initiated a scheme of “Consortia and Tender Marketing Scheme” under which they are assisting the Micro & Small enterprises to market their products and services through tender participation on behalf of the individual unit or through consortia. Accordingly, if the MSEs or the consortia, on whose behalf the bid is submitted by NSIC, is meeting the BEC and other terms and conditions of tender their bid will be considered for further evaluation. Further, in such cases a declaration is to be submitted by MSE/ consortia on their letter head (s) that all the terms and conditions of tender document shall be acceptable to them.
- 40.6 It may be noted that Government of India has implemented Trade Receivable Discounting System (TReDS) to address challenges faced by MSMEs in delayed payments (after receipt/acceptance of Material/Services) from Government buyers leading to shortfall of Working Capital. TReDS is an online electronic institutional mechanism for facilitating the financing of trade receivables of MSMEs through multiple financiers. TFL is already registered on the following TReDS platform:
- M/s Receivable Exchange of India (RXIL), Mumbai
  - M/s Mynd Solutions Private Limited (Mynd), New Delhi
  - M/s A. TREDS (Invoicemart), Mumbai

MSME Bidders are required to register on the TReDS platform. The MSME vendors can avail the TReDS facility, if they want to.



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

**42 AHR ITEMS**

Not applicable.

**42 VENDOR PERFORMANCE EVALUATION**

Shall be as stipulated Annexure II to ITB herewith.

**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 filed their Income Tax Return for both of the two previous years preceding to current year and aggregate amount of TDS is more than or equal to 50,000/- in each of those previous two years (or limit defined by Govt. from time to time), then TDS will be deducted at the higher of following rates:

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

**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, contractor 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 contractor do not have PAN no., they have to submit declaration in Form 60 along with invoice/ bill for each transaction.

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

#### **44. DISPUTE RESOLUTION MECHANISM**

##### **44.1 QUARTERLY CLOSURE OF THE CONTRACT**

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

##### **44.2 ARBITRATION**

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

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

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

OR

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

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

- 2.4 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.5 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matter relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.
- 2.6 List of Excepted matters:
- a) Dispute(s)/issue(s) involving claims below Rs 25 lakhs and above Rs 25 crores.
  - b) Dispute(s)/issue(s) relating to indulgence of Contractor/Vendor/Bidder in corrupt/fraudulent/collusive/coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
  - c) Dispute(s)/issue(s) wherein the decision of Engineer-In-Charge/owner/TFL has been made final and binding in terms of the Contract.
- 2.7. Disputes involving claims below Rs 25 Lakhs and above Rs. 25 crores:- Parties mutually agree that dispute(s)/issue(s) involving claims below Rs 25 Lakhs and above Rs 25 crores shall not be subject matter of Arbitration and are subject to the exclusive jurisdiction of the Court(s) situated at New Delhi.

#### **44.3 GOVERNING LAW AND JURISDICTION:**

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

#### **45. DISPUTES BETWEEN CPSE'S/ GOVERNMENT DEPARTMENT'S / ORGANIZATIONS**

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

Any party aggrieved with the decision of the Committee at the First level (tier) may prefer an appeal before the Cabinet Secretary at the Second level (tier) within 15 days from the date of receipt of decision of the Committee at First level, through it's administrative Ministry/Department, whose decision will be final and binding on all concerned.

The above provisions mentioned at clause no. 44 & 45 shall supersede provisions relating to Conciliation, Arbitration, Governing Law & Jurisdiction and Disputes between CPSE's/ Government Department's/ Organizations mentioned in General Conditions of Contract (GCC) and elsewhere in tender document.

46 **INAM-PRO (PLATFORM FOR INFRASTRUCTURE AND MATERIALS PROVIDERS)**

INAM-Pro (Platform for infrastructure and materials providers) is a web based platform for infrastructure providers and materials suppliers and was developed by Ministry of Road Transport and Highways (MoRT&H) with a view to reduce project execution delays on account of supply shortages and inspire greater confidence in contractors to procure cement to start with directly from the manufacturers. Presently, numerous cement companies are registered in the portal and offering cement for sale on the portal with a commitment period of 3 years. These companies have bound themselves by ceiling rates for the entire commitment period, wherein they are allowed to reduce or increase their cement rates any number of times within the ceiling rate, but are not permitted to exceed the said ceiling rate.

MoRT&H is expanding the reach of this web-portal by increasing both the product width as well as the product depth. They are working on incorporating 60 plus product categories. The product range will span from large machineries like Earth Movers and Concrete Mixers, to even the smallest items like road studs. MoRT&H intend to turn it into a portal which services every infrastructure development related need of a modern contractor.

TFL's contractors may use this innovative platform, wherever applicable. The usage of web – Portal is a completely voluntary exercise. The platform, however, can serve as a benchmark for comparison of offered prices and products.

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

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

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

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

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

As mentioned in Section-II, Technical and Financial BEC shall be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise].

Further, the Startups are also exempted from submission of EMDs (if applicable).

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

**50. PROVISION REGARDING INVOICE FOR REDUCED VALUE OR CREDIT NOTE TOWARDS MAD**

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

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

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

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

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

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

**52. PROVISION FOR PROCUREMENT FROM A BIDDER WHICH SHARES A LANDBORDER WITH INDIA.**

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

**53. ANJANI PORTAL**

TFL has implemented "Anjani" e-Measurement Book & e-Billing Portal for ease in submission of measurement book/bill and reduction in paper transaction.

Accordingly, TFL will process the Bill with Measurement Book through "Anjani" e-Measurement Book & e-Billing Portal (link: <https://gailebank.gail.co.in/MBAutomation/frmllogin.aspx>). Accordingly, Contractor/ Service Provider/ Consultant is requested to forward the RA Bill on "Anjani" e-Measurement Book & e-Billing Portal through concerned EIC/CIC/SIC, whichever is applicable. Further, User Manual is also available on aforesaid portal.

**54. DOCUMENTS FOR PAYMENT:**

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

However, for release of payment, Contractor 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.

Further, TFL is in process of implementing Vendor Invoice Management (VIM). After implementation of same (to be communicated separately), Contractor/ Vendor to forward the invoice on VIM Collection Center or upload digital invoice on Portal (details of same will be provided separately). The copy of invoice and all other document mentioned above or in order/ contract is to be forwarded to address provided in order/contract.

**55. ORDER TRANSMITTAL SYSTEM:**

The complete PO/LOA along with all annexures including tender document shall be shared through order/contract transmittal system after intimation through email.

Supplier/Contractor is requested to visit <https://gailonline.com/home.html> and click on link order/contract transmittal system ( It can be found under Vendor Zone (Portal For Suppliers)) or [https://gailebank.gail.co.in/GOGA\\_AUDIT/frmUserLogin.aspx](https://gailebank.gail.co.in/GOGA_AUDIT/frmUserLogin.aspx).

Therein, in order to access the detailed order/contract, supplier/contractor shall be prompted to enter your email id. Further an OTP shall be sent on your registered mobile number. After entering OTP, supplier/contractor shall be allowed to download complete PO/LOA along with all annexures including tender document. After downloading the documents, the supplier/contractor shall be required to digitally sign the document (by authorized signatory) for uploading the documents on order/contract transmittal system towards acknowledgement of the same.



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

**Annexure-I**

**A Definitions:**

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

- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder.
  - e) All successor agency will also be considered as allied agency.
- A.9 "Investigating Agency" shall mean any department or unit of TFL investigating into the conduct of Agency/ party and shall include the Vigilance Department of the TFL, Central Bureau of Investigation, State Police or any other agency set up by the Central or state government having power to investigate.
- A.10 "Obstructive practice": materially impede the procuring entity's investigation into allegations of one or more of the above mentioned practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding TFL's rights of audit or access to information.

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

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

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

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

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

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

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

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

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

**Suspension of order/ contract:**

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

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

Suspension cum Show Cause Notice being issued in above cases after approval of the competent authority (as per provisions mentioned under Clause no. D) shall also include the provision for suspension of Order (s)/ Contract (s) and payment. Accordingly, after issuance of Suspension cum Show Cause Notice, the formal communication for suspension of Order (s)/ Contract (s) and payment with immediate effect will be issued by the concerned person of TFL.

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

In addition to above, Recovery of payments (other than due payments) including balance advance payments, if any, made by along with interest thereon at the prevailing rate shall be recovered.

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

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

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

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

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

## **B.2.2 Period of Banning**

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

<b>S. No.</b>	<b>Description</b>	<b>Period of banning from the date of issuance of Banning order</b>
1	Misrepresentation/False information other than pertaining to BEC of tender but having impact on the	06 months

	selection process.  For example, if an agency confirms not being in holiday in TFL/PSU's PMC or banned by PSUs/ Govt. Dept., liquidation, bankruptcy & etc. and subsequently it is found otherwise, such acts shall be considered in this category.	
2  2.1	Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/Coercive Practices  If an agency again commits Corrupt/Fraudulent (except mentioned sl. no. 1 above) /Collusive/ Coercive Practices in subsequent cases after their banning, such situation of repeated offense to be dealt with more severity	2 years (in addition to the period already served)
3	Indulged in unauthorized disposal of materials provided by TFL	2 years
4	If act of vendor/ contractor is a threat to the National Security	2 years

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

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

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

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

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

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

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

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

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

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

- D.3.1 No enquiry/bid/tender shall be entertained from an agency as long as the name of agency appears in the Suspension List.
- D.3.2 If an agency is put on the Suspension List during tendering:
  - D.3.2.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the agency shall be ignored.
  - D.3.2.2 after opening Technical bid but before opening the Price bid, the Price bid of the agency shall not be opened and BG/EMD submitted by the agency shall be returned to the agency.
  - D.3.2.3 after opening of price, BG/EMD made by the agency shall be returned; the offer of the agency shall be ignored & will not be further evaluated. . In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1D.3.3 The existing contract (s)/ order (s) under execution shall continue.
- D.3.4 Tenders invited for procurement of goods, works and services shall have provision that the bidder shall submit a undertaking to the effect that (i) neither the bidder themselves nor their allied agency/(ies) are on banning list of TFL and(ii) bidder is not banned by any Government department/ Public Sector.

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

- F.1 The agency may file an appeal against the order of the Competent Authority for putting the agency on banning list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of banning order.
- F.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- F.3 Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- G. Wherever there is contradiction with respect to terms of 'Integrity pact' , GCC and 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice', the provisions of 'Procedure for action in case of Corrupt/Fraudulent/ Collusive/Coercive Practice' shall prevail.



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

**1.0 GENERAL**

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

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

**2.0 OBJECTIVE**

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

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

**3.0 METHODOLOGY**

- i) Preparation of Performance Rating Data Sheet  
Performance rating data Sheet for each and every Vendor/ Supplier/Contractor/Consultant for all orders/Contracts with a value of Rs. 50 Lakhs and above is recommended to be drawn up. Further, Performance rating data Sheet for orders/contracts of Vendor/Supplier/Contractor/ Consultant who are on watch list/holiday list/ banning list shall be prepared irrespective of order/ contract value. These data sheets are to be separately prepared for orders/ contracts related to Projects and O&M. Format, Parameters, Process, responsibility for preparation of Performance Rating Data Sheet are separately mentioned.
- ii) Measurement of Performance  
Based on the parameters defined in Data Sheet, Performance of concerned Vendor/ Supplier/Contractor/ Consultant would be computed and graded accordingly. The measurement of the performance of the Party would be its ability to achieve the minimum scoring of 60% points in the given parameters.
- iii) Initiation of Measures:  
Depending upon the Grading of Performance, corrective measures would be initiated by taking up the matter with concerned Vendor/ Supplier/Contractor/ Consultant. Response of Vendor/ Supplier/Contractor/ Consultant would be considered before deciding further course of action.

- iv) Implementation of Corrective Measures:  
Based on the response of Vendor/ Supplier/Contractor/ Consultant, concerned Engineer-in-Charge for the Projects and/or OIC in case of O&M would recommend for continuation or discontinuation of such party from the business of TFL.
- v) Orders/contracts placed on Proprietary/OEM basis for O&M will be evaluated and, if required, corrective action will be taken for improvement in future.

#### 4.0 **EXCLUSIONS:**

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

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

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

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

##### 5.1 FOR PROJECTS

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

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
  - (a) **First Instance: Holiday (Red Card) for one Years**
  - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
  - (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
  - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
  - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 34.2.3 of GCC)

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of Two (2) Years.  
Further such vendor will not be allowed to participate in the re-tender of the same supply/work/services of that location which has terminated / offloaded. Moreover, it will be ensured that all other action as per provision of contract including forfeiture of Contract Performance Security (CPS) etc. are undertaken.  
However, such vendor will be allowed to participate in all other tenders and to execute other ongoing order/ contract (s) or new contract/ order (s).

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

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

(C) Where Performance rating is "FAIR":

Issuance of warning to such defaulting Vendor/ Supplier/Contractor/ Consultant to improve their performance.

5.2 FOR CONSULTANCY JOBS

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

5.3 FOR OPERATION & MAINTENANCE

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

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

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

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

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

1. Poor Performance on account of Quality (if marks obtained against Quality parameter is less than 20):
  - (a) **First Instance: Holiday (Red Card) for one Year**
  - (b) **Subsequent instance (s) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Holiday (Red Card) for Two Years**
2. Poor Performance on account of other than Quality (if marks obtained against Quality parameter is more than 20):
  - (a) **First such instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor/ Consultant shall be put on watch list for a period of Two (2) Years.
  - (b) **Second such instance in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of One Year**
  - (c) **Subsequent instances (more than two) in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: Putting on Holiday (Red Card) for a period of Two Years.**

- B) Where Poor/Non-Performance leading to termination of contract or Offloading of contract due to poor performance attributable to Vendor/Supplier/ Contractor/Consultant (under clause no. 34.2.3 of GCC)

- (a) **First instance: Advisory notice (Yellow Card)** shall be issued and Vendor/Supplier/Contractor /Consultant shall be put on watch list for a period of two (2) Years.

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

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

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

- (b) **Second instances** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card)** for period of One Year and they shall also to be considered for Suspension.
- (c) **Subsequent instances (more than two)** in other ongoing order (s)/ contract (s) or new order (s) /contact (s) on such Vendor/ Supplier/ Contractor/ Consultant: **Holiday (Red Card) for period of Two Years and they shall also to be considered for Suspension.**
- (C) Where Performance rating is "FAIR"  
Issuance of warning to such defaulting Vendors/Contractors/Consultants to improve their performance.

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

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

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

## 7.0 **EFFECT OF HOLIDAY**

- 7.1 If a Vendor/ Supplier/Contractor/ Consultant is put on Holiday, such Vendor/ Supplier/Contractor/ Consultant shall not be considered in ongoing tenders/future tenders.
- 7.2 However, if such Vendor/ Supplier/Contractor/ Consultant is already executing any other order/ contract and their performance is satisfactory in terms of the relevant contract, should be allowed to continue till its completion without any further increase in scope except those incidental to original scope mentioned in the contract. In such a case CPBG will not be forfeited and payment will be made as per provisions of concerned contract. However, this would be without prejudice to other terms and conditions of the contract.
- 7.3. Effect on other ongoing tendering:
  - 7.3.1 after issue of the enquiry /bid/tender but before opening of Technical bid, the bid submitted by the party shall be ignored.
  - 7.3.2 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. In case such agency is lowest (L-1), next lowest bidder shall be considered as L-1.
  - 7.3.3 after opening of price, BG/EMD made by the party shall be returned; the offer of the party shall be ignored & will not be further evaluated. If errant party emerges as the lowest (L1), then such tender shall also be cancelled and re-invited.
- 8.0 While putting the Vendor/ Supplier/Contractor/ Consultant on holiday as per the procedure, the holding company, subsidiary, joint venture, sister concerns, group division of the errant Vendor/ Supplier/Contractor/ Consultant shall not be considered for putting on holiday list. Any bidder, put on holiday, will not be allowed to bid through consortium route also in new tender during the period of holiday.

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

**10. APPEAL AGAINST THE DECISION OF THE COMPETENT AUTHORITY:**

- (a) The party may file an appeal against the order of the Competent Authority for putting the party on Holiday list. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the of receipt of Holiday order.
- (b) Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the party as well as the Competent Authority.
- (c) Appeal process may be completed within 45 days of filing of appeal with the Appellate Authority.
- (d) "Appellate Authority" shall mean Committee of Directors consisting of Director (Finance) and Director (BD) for works centers under Director (Projects). For all other cases committee of Directors shall consist of Director (Finance) & Director (Projects).

**11. ERRANT BIDDER**

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

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

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

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

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



**TALCHER FERTILIZERS LIMITED  
PERFORMANCE RATING DATA SHEET  
(FOR PROJECTS/ CONSULTANCY JOBS)**

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

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

Note:

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note :

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

**Instructions for allocation of marks**

1. Marks are to be allocated as under :

**1.1 DELIVERY/ COMPLETION PERFORMANCE**

**40 Marks**

**Delivery Period/  
Completion Schedule**

**Delay in Weeks**

**Marks**

a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 12 weeks	20
	" 16 weeks	15
	More than 16 weeks	0
b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

## 1.2 QUALITY PERFORMANCE

**40 Marks**

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

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

## 1.3 RELIABILITY PERFORMANCE

**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or	4 marks

	Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	
v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
<b>B.</b>	<b>FOR SUPPLIES</b>	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

**TALCHER FERTILIZERS LIMITED**  
**PERFORMANCE RATING DATA SHEET**  
**(FOR O&M)**

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

Performance Parameter	Delivery Performance	Quality Performance	Reliability Performance#	Total
Maximum Marks	40	40	20	100
Marks Allocated (*)				

Remarks (if any)

**PERFORMANCE RATING (\*\*)**

Note :

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

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

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

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

Signature of  
Authorised Signatory:

Name:

Designation:

**Instructions for allocation of marks (For O&M)**

1. Marks are to be allocated as under :

**1.1 DELIVERY/ COMPLETION PERFORMANCE**

**40 Marks**

**Delivery Period/ Delay in Weeks**  
**Marks Completion Schedule**

a) Upto 3 months	Before CDD	40
	Delay upto 4 weeks	35

" 8 weeks	30
" 10 weeks	25
" 12 weeks	20
" 16 weeks	15
More than 16 weeks	0

b) Above 3 months	Before CDD	40
	Delay upto 4 weeks	35
	" 8 weeks	30
	" 10 weeks	25
	" 16 weeks	20
	" 20 weeks	15
	" 24 weeks	10
	More than 24 weeks	0

## 1.2 QUALITY PERFORMANCE

**40 Marks**

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

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

## 1.3 RELIABILITY PERFORMANCE

**20 Marks**

A.	FOR WORKS/CONTRACTS	
i)	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	4 marks
ii)	Mobilization of resources as per Contract and in time	4 marks
iii)	Liquidation of Check-list points	4 marks
iv)	Compliance to statutory and HS&E requirements or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	4 marks

v)	Timely submission of estimates and other documents for Extra, Substituted & AHR items	4 marks
<b>B.</b>	<b>FOR SUPPLIES</b>	
i)	Submission of order acceptance, PBG, Drawings and other documents within time	5 marks
ii)	Attending complaints and requests for after sales service/ warranty repairs and/ or query/ advice (upto the evaluation period).	5 marks
iii)	Response to various correspondence and conformance to standards like ISO	5 marks
iv)	Submission of all required documents including Test Certificates at the time of supply	5 marks

**INSTRUCTIONS FOR SUBMISSION OF BID ONLINE THROUGH CPP PORTAL**

1. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.  
More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

**2. REGISTRATION**

- i. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- ii. As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. Bidders are advised to make ensure the accessibility & availability of java software in their system (PC) either download & install the latest version of java software or click on the below link to install the java in their system prior to proceed further.  
<https://www.oracle.com/technetwork/java/javase/downloads/index.html>
- v. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- vi. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- vii. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**3. SEARCHING FOR TENDER DOCUMENTS**

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.



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

#### 4. PREPARATION OF BIDS

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

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

#### 5. SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder should submit EMD / Declaration for Bid security (as applicable) strictly as per format Form F-2B provided in the NIT. Otherwise the uploaded bid will be rejected.

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

## 6. ASSISTANCE TO BIDDERS

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

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

<b>A. GENERAL</b>				
<b>ITB clause</b>	<b>Description</b>			
<b>1.1</b>	The Employer/Owner is: The Employer/Owner is: Talcher Fertilizers Limited			
<b>1.2</b>	The name of the Works/Services to be performed is: <b>“GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILIZERS LTD, ODISHA (INDIA)”</b> .			
<b>3</b>	BIDS FROM CONSORTIUM/ JOINT VENTURE:			
	APPLICABLE	✓		
	NOT APPLICABLE	✗		
<b>B. BIDDING DOCUMENT</b>				
<b>ITB clause</b>	<b>Description</b>			
<b>8.1</b>	<p>For <b>clarification purposes</b> only, the communication address is:  M/s Projects &amp; Development India Limited,  P.D.I.L Bhawan, A-14, Sector-1,  Noida, (PIN 201301)  Dist. GautamBudh Nagar (UP). (India)</p> <p>Kind Attention:  Mrs. Anjali Thakur, Dy. General Manager (M.M)  Fax no. : +91-120-2529801  Tel no. : +91-120-2529842  E-mail : anjali@pdilin.com  alam@pdilin.com</p>			
<b>C. PREPARATION OF BIDS</b>				
<b>ITB clause</b>	<b>Description</b>			
<b>11.1.1 (r)</b>	Additional documents to be submitted by the Bidder with its Part-I (Techno-commercial/ Unpriced bid) :As per SCC/Scope of Work.			
<b>13</b>	<p>Details of Buyer:</p> <table border="1"> <tr> <td>Services to be rendered at</td> <td>M/s Talcher Fertilizers Ltd. (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode-759106, Odisha</td> </tr> </table>		Services to be rendered at	M/s Talcher Fertilizers Ltd. (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode-759106, Odisha
Services to be rendered at	M/s Talcher Fertilizers Ltd. (TFL), Administrative Building, Talcher, Post: Vikrampur, Dist: Angul, Pincode-759106, Odisha			

	PAN No.	AAFCT8667A	
	GST no.	21AAFCT8667A1ZH	
14	The currency of the Bid shall be INR		
15	The bid validity period shall be 90 days from final 'Bid Due Date'.		
16.1, 16.10 and 38.6	<p>In case '<b>Earnest Money / Bid Security</b>' or “<b>Contract Performance Security</b>” is in the form of '<b>Demand Draft</b>' or '<b>Banker's Cheque</b>', the same should be favour of “Talcher Fertilizers Limited”, payable at New Delhi.</p> <p>In case of submission through online banking transaction i.e. IMPS / NEFT / RTGS / SWIFT, etc, the details of TFL’s Bank account are as under:</p> <p>Account Holder’s Name: Talcher Fertilizers Limited Bank Name: State Bank of India Branch: CAG II, New Delhi Account number: 41256023769 Type (Current/Saving): Current Branch Code-17313 Bidder to mention reference no. “EMD/.....” in narration while remitting the EMD / Bid Security amount and to mention reference no. “CPS/.....” in narration while remitting the CPS amount in TFL's Bank Account</p>		
<b>D. SUBMISSION AND OPENING OF BIDS</b>			
<b>ITB clause</b>	<b>Description</b>		
18	In addition to the original of the Bid, the number of copies required is one. Not applicable in case of e-tendering.		
4.0 of IFB	<p>The submission of physical document as per clause no. 4.0 of IFB shall at following address:</p> <p>M/s Projects &amp; Development India Limited, P.D.I.L Bhawan, A-14, Sector-1, Noida, (PIN 201301) Dist. Gautam Budh Nagar (UP). (India)</p> <p>Kind Attention: Mr. P.R.Sahu, Addl. General Manager (M.M) Fax no. : +91-120-2529801 Tel no. : +91-120-2544063</p>		
<b>E. EVALUATION, AND COMPARISON OF BIDS</b>			
<b>ITB clause</b>	<b>Description</b>		
32	Evaluation Methodology is mentioned in Section-II of tender.		

33	Compensation for Extended Stay: APPLICABLE	x
	NOT APPLICABLE	✓
<b>F. AWARD OF CONTRACT</b>		
<b>ITB clause</b>	<b>Description</b>	
37	State of India of which stamp paper is required for Contract Agreement: <b>Uttar Pradesh/ State where Bidder's Registered or Corporate Office is located.</b>	
38	Contract Performance Security/ Security Deposit	
	APPLICABLE	✓
	NOT APPLICABLE	x
<u>The value/ amount of Contract Performance Security/ Security Deposit:</u> CPS/SD @ 10% of Total Order / Contract value (excluding GST)		
41	Provision of AHR Item :	
	APPLICABLE	x
	NOT APPLICABLE	✓
44.1	Quarterly Closure of Contract:	
	APPLICABLE	x
	NOT APPLICABLE	✓
49	Applicability of BEC relaxation relating to Startups:	
	APPLICABLE	x
	NOT APPLICABLE	✓

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

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

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

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.....Contd. p/3



### 3A. Purchase Preference

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

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

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

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

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

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

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

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

**4. Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**5. Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

.....Contd. p/5



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

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



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

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

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

**d. Reciprocity Clause**

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

.....Contd. p/7



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

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

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

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



**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



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

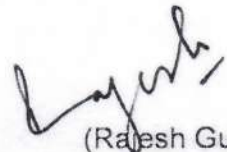
**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

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

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

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

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



(Rajesh Gupta)  
Director

Tel: 23063211

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

**FORM – I of ANNEXURE V**

**CERTIFICATE FROM STATUTORY AUDITOR OR COST AUDITOR OF THE COMPANY (IN THE CASE OF COMPANIES) OR FROM A PRACTICING COST ACCOUNTANT OR PRACTICING CHARTERED ACCOUNTANT (IN RESPECT OF SUPPLIERS OTHER THAN COMPANIES) TOWARDS MINIMUM LOCAL CONTENT**

**(FOR SUPPLY OF GOODS/ SERVICES / WORKS / EPC / LSTK)**

To,  
M/s Talcher Fertilizers Limited

SUB:

TENDER NO:

Dear Sir

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

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

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

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

Name of Audit Firm / Chartered Accountant: [Signature of Authorized Signatory]

Name:

Date:

Designation:

Seal:

Membership No.:

UDIN:

**FORM-II of ANNEXURE-V****Salient Points of Public Procurement (Preference to Make in India) Policy**

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

**PREAMBLE TO SCHEDULE OF RATES**

1. The “Schedule of Rates (SOR)” will be in Excel format (password protected) and will be uploaded during tender creation. This will be downloaded by the bidder and bidder will quote price on this Excel file for entire scope of work as per NIT. Thereafter, the bidder will upload the same Excel file during bid submission.
2. The SOR format is provided in a spread sheet file (BoQ\_xxxx.xls). The rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The SOR template must not be modified / replaced by the bidder; else the bid submitted shall be rejected.
3. Bidder shall quote for all the items in INR only.
4. Quantities mentioned in the Schedule of Rates are indicative and not exhaustive in nature. Payment shall be made as per actual quantity used/certified at site by Owner’s Engineer-in-charge. Quantities indicated in Schedule of Rates are approximate and subject to variation on either side. The quantity of individual item may be deleted. Contractor shall not be entitled for any compensation on this account and the quoted rates shall hold good for such quantity variations etc. Payments on bills shall, however, be made on actual measurements of quantities of work done as per approved drawings.
5. Goods & Services Tax (GST) is applicable @ 18% on the quoted rates (being Works Contract)
6. It is mandatory to quote prices in SOR. It will be the responsibility of the contractor to quote for all items as per scope of work and terms and conditions defined in NIT.
7. A copy of SOR, with prices/figures completely blanked out but with the word “QUOTED” in all columns is to be uploaded along with the unpriced bid, as a confirmation of price/data quoted against each head.

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

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

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

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

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

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

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

6. **"Agent"** for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons

Note :

- (i) A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- (ii) However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]



7. **"Transfer of Technology"** means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

8. **"Specified Transfer of Technology"** means a transfer of technology in the sectors and/ or technologies, specified at Schedule-I, II & 3 of this order.

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

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

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

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

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

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

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

**UNDERTAKING ON LETTERHEAD**

To,  
M/s Talcher Fertilizers Limited

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SUB:

TENDER NO:

Dear Sir

We have read the clause regarding Provisions for Procurement from a Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; 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 further certify that bidder M/s\_\_\_\_\_ (**Name of Bidder**) will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

**UNDERTAKING ON LETTERHEAD**

***(Applicable in case of Transfer of Technology cases only)***

To,

M/s TALCHER FERTILIZERS LIMITED

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir

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

- (i) Does not have ToT with such a country [       ]
- (ii) If having ToT from such a country, has been registered [       ]  
with the Competent Authority.

(Evidence of valid registration by the Competent Authority shall be attached)

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:

Designation:

Seal:

## **Schedule I**

### **List of Category-I Sensitive sectors:**

<b>Sr. No.</b>	<b>Sector</b>
(i)	Atomic Energy
(ii)	Brocasting/ Print and Digital Media
(iii)	Defense
(iv)	Space
(v)	Telecommunications

## **Schedule II**

### **List of Category-II Sensitive sectors:**

<b>Sr.No.</b>	<b>Sector</b>
(i)	Power and Energy (including exploration/ generation/transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)

(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

### **Schedule III**

#### **List of Sensitive Technologies:**

<b>Sr.No.</b>	<b>Sensitive Technologies</b>
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software

## **FORMS & FORMATS**



### **LIST OF FORMS & FORMATS**

<b>Form No.</b>	<b>Description</b>
F-1	BIDDER'S GENERAL INFORMATION
F-2A	PROFORMA OF "BANK GUARANTEE"FOR "EARNEST MONEY / BID SECURITY"
F-2B	FORMAT OF " DECLARATION FOR BID SECURITY "
F-3	LETTER OF AUTHORITY
F-4	PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE SECURITY / SECURITY DEPOSIT"
F-4(a)	MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE (BG)
F-5	AGREED TERMS & CONDITIONS
F-6	ACKNOWLEDGEMENT CUM CONSENT LETTER
F-7	BIDDER'S EXPERIENCE
F-8(A)	CHECKLIST
F-8(B)	CHECKLIST FOR BID EVALUATION CRITERIA (BEC) QUALIFYING DOCUMENTS
F-9	FORMAT FOR CERTIFICATE FROM BANKIF BIDDER'S WORKING CAPITAL IS INADEQUATE
F-10	FORMAT FOR CHARTERED ACCOUNTANT CERTIFICATE FOR FINANCIAL CAPABILITY OF THE BIDDER
F-11	FORMAT FOR CONSORTIUM AGREEMENT
F-12	BIDDER'S QUERIES FOR PRE BID MEETING
F-13	E-BANKING FORMAT
F-14	INTEGRITY PACT
F-15	INDEMNITY BOND
F-16	FREQUENTLY ASKED QUESTIONS (FAQS)
F-17	PROFORMA OF BANK GUARANTEE FOR MOBILISATIONS ADVANCE PAYMENT
F-17 (a)	MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY VENDOR ALONG WITH BANK GUARANTEE (BG)
F-18	PROFORMA OF BANK GUARANTEE FOR PAYMENTS TOWARDS PLACEMENT OF ALL PURCHASE ORDERS OF MAJOR TAGGED ITEMS
F-19	FORMAT OF LETTER OF NO DEVIATIONS
F-20	FORMAT FOR POWER OF ATTORNEY
F-21	UNDERTAKING REGARDING SUBMISSION OF ELECTRONIC INVOICE( E-INVOICE AS PER GST LAW)
F-22	UNDERTAKING REGARDING SUBMISSION CONTRACT PERFORMANCE SECURITY (CPS) / SECURITY DEPOSIT (SD) WITHIN STIPULATED TIME LINE

F-23	PROFORMA FOR CONTRACT AGREEMENT
F-24	NO CLAIM CERTIFICATE

**F-1**

**BIDDER'S GENERAL INFORMATION**

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

TENDER NO:

1	Bidder Name:	M/s.....
2	Status of Firm	Proprietorship Firm/Partnership firm/ Public Limited/ Pvt. Limited/ Govt. Dept. / PSU/ Others If Others Specify: _____  [Enclose relevant certificates / partnership deed/certificate of Registration, as applicable]
3	Name of Proprietor/ Partners/ Directors of the firm/company	1. 2. 3.
4	Name of Power of Attorney holders of bidder	
5	Number of Years in Operation	
6	Address of Registered Office	_____ City: _____ District: _____  State: _____  PIN/ZIP : _____
7	Bidder's address where order/contract is to be placed	_____ City: _____ District: _____  State: _____  PIN/ZIP : _____
8	Office responsible for executing the contract with GST no.(In case supply of works are from multiple locations, addresses and GST no. of all such locations are to be provided)	City: District:  State: PIN/ZIP:  GST No.:
9	Telephone Number & Contact Information of address where order is to be placed	_____ (Country Code) (Area Code) (Telephone Number) FAX No. : ..... e-mail ID: .....
10	E-mail Address	

11	ISO Certification, if any {If yes, please furnish details}	
12	PAN No	[Enclose copy of relevant document]
13	GST No. (refer sl. no. 8 above)	[Enclose copy of relevant document]
14	EPF Registration No.	[Enclose copy of relevant document]
15	ESI code No.	[Enclose copy of relevant document]
16	Whether Micro or Small Enterprise	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by SC/ST Entrepreneur(s)	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
	Whether MSE is owned by Women	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 40)
17	Whether Bidder is Startups or not	Yes / No (If Yes, Bidder to submit requisite documents as specified in ITB: Clause No. 49)
18	In case of Start-up confirm the following: (i) Date of its incorporation/ registration (ii) Whether turnover for any financial years since incorporation/ registration has exceeded Rs.100 Crores.	

Note: \* TFL intent to place the contract directly on the address from where Works are to be supplied. In case, bidder wants contract at some other address or Works are to be supplied 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:

**FORMAT F-2A**

**PROFORMA OF "BANK GUARANTEE"**  
**FOR "EARNEST MONEY / BID SECURITY"**

(To be stamped in accordance with the Stamp Act)

To, Talcher Fertilizers Limited (TFL) _____	<b>Bank Guarantee No.</b>	
	<b>Date of BG</b>	
	<b>BG Valid up to (Expiry date)</b>	
	<b>Claim period up to (indicate date of expiry of claim period which includes minimum three months from the expiry date)</b>	
	<b>Stamp Sl. No./e-Stamp Certificate No.</b>	

**Dear Sir(s),**

In accordance with Letter Inviting Tender under your reference No \_\_\_\_\_ M/s.

\_\_\_\_\_ having their Registered / Head Office at \_\_\_\_\_ (hereinafter called the Tenderer), wish to participate in the said tender for \_\_\_\_\_

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

We, the \_\_\_\_\_ Bank at \_\_\_\_\_ having our Head Office \_\_\_\_\_ (Local Address) guarantee and undertake to pay immediately on demand without any recourse to the tenderers by Talcher Fertilizers Limited, the amount \_\_\_\_\_ without any reservation, protest, demur and recourse. Any such demand made by TFL, shall be conclusive and binding on us irrespective of any dispute or difference raised by the Tenderer.

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

Notwithstanding anything contained herein:

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

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

WITNESS:

(SIGNATURE)  
(NAME)

(SIGNATURE)  
(NAME)  
Designation with Bank Stamp

**(OFFICIAL ADDRESS)**

Attorney as per  
Power of Attorney No. \_\_\_\_\_  
Date: \_\_\_\_\_

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

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



**FORMAT F-2B**

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

To,

M/s TALCHER FERTILIZERS LIMITED

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir,

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

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

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

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

Place:  
Date:

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

Seal

**F-3**

**LETTER OF AUTHORITY**

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

Ref:

Date:

To,  
**M/s TALCHER FERTILIZERS LIMITED,**

SUB:  
TENDER NO:

**Dear Sir,**

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

[1] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell: \_\_\_\_\_

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

[2] Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_  
Phone/Cell: \_\_\_\_\_

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

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

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

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

**F-4**

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

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

**Dear Sir(s),**

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

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

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

1. We \_\_\_\_\_ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to Talcher Fertilizers Limited we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to TFL in such manner as TFL may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as you may require from time to time.

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

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated \_\_\_\_\_ granted to him by the Bank.
10. Notwithstanding anything contained herein:
- 11.
- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) \_\_\_\_\_ (currency in words only) \_\_\_\_\_
  - b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date should be expiry date of defect liability period of the Contract) and any extension(s) thereof; and
  - c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of \_\_\_\_\_ (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of TFL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Yours faithfully,

\_\_\_\_\_  
Bank by its Constituted Attorney

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

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

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

**Form-4 (a)**

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

<b>1. Bank Guarantee No.</b>															
<b>2. Vendor Name/ VENDOR CODE</b>	<table border="1"><tr><td>NAME</td><td colspan="4"></td></tr><tr><td>VENDOR CODE</td><td colspan="4"></td></tr></table>					NAME					VENDOR CODE				
NAME															
VENDOR CODE															
<b>BANK GUARANTEE AMOUNT</b>															
<b>PURCHASE ORDER/LOA</b>															
<b>1. Nature of Bank Guarantee</b> [Please Tick ( <input type="checkbox"/> ) applicable]	Performance Security (CPS)	SECURITY DEPOSIT	ADVANCE	EMD											
<b>2. BG ISSUING Bank DETAILS:</b>															
<b>(A) E-MAIL ID</b>															
<b>(B) ADDRESS</b>															
<b>(C) Phone No. / Mobile No.</b>															



**F-5**

**AGREED TERMS & CONDITIONS**

To,  
**M/s TALCHER FERTILIZERS LIMITED**

SUB:  
TENDER NO:

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

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
1.	Bidder's name, Vendor Code of TFL (If any) and address	Bidder's Name:  TFL's Vendor Code:  Address:
2.	Bidder confirms the currency of quoted prices is in Indian Rupees	
3.	Bidder confirms quoted prices will remain firm and fixed till complete execution of the order (except where price escalation/variation is allowed in the Tender).	
4.	Bidder confirms that they have quoted <b>GST (CGST &amp; SGST/ UTGST or IGST)</b> in Price Schedule / Schedule of Rates (SOR) of Price bid.	Confirmed
4.1	Whether in the instant tender services/works are covered in reverse charge rule of <b>GST (CGST &amp; SGST/UTGST or IGST)</b>  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	
4.2	Indicate Harmonized System of Nomenclature (HSN)/Service Accounting Codes (SAC).	HSN/SAC Code (as applicable): _____
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	a. Whether bidder is liable to raise E-Invoice as per GST Act. b. If yes, bidder will raise E-Invoice and confirm compliance to provision of tender in this regard.	a. _____ b. _____
4.5	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.	
5.A	Bidder to confirm 10% Mobilisation advance is required	Yes / NO

SI.	DESCRIPTION	BIDDER'S CONFIRMATION					
6.	Bidder confirms that Contract Performance Security will be furnished as per Bid Document within 30 days of FOA in case of successful bidder.						
7.	Bidder confirms that Contract Performance Security shall be from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve bank of India as scheduled foreign bank. However, in case of bank guarantees from banks other than the Nationalised Indian banks, the bank must be a commercial bank having net worth in excess of Rs 100 crores and a declaration to this effect shall be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.						
8.	Bidder confirms compliance to Completion Schedule as specified in Bid document and the same shall be reckoned from the date of Fax of Acceptance.						
9.	(i) Bidder confirms acceptance of Mutually Agreed Damages for delay in completion schedule specified in Bid document. (ii) In case of delay, the bills/invoices shall be submitted after reducing the price reduction due to delay (refer MAD Clause).						
10.	a) Bidder confirms acceptance of all terms and conditions of Bid Document (all sections). b) Bidder confirms that printed terms and conditions of bidder are not applicable.						
11.	Bidder confirms that their offer is valid for period specified in BDS from Final/Extended due date of opening of Techno-commercial Bids.						
12.	Bidder have furnished EMD/Bid Security details as under: a) EMD/ Bid Security No. & date b) Value c) Validity d) Bank Address/e-mail ID/Mobile no. [in case of BG] <b>OR</b> Bidder furnishes bid security declaration [applicable for MSEs, Start-Ups and CPSEs (to whom exemption is allowed as per extant guidelines in vogue)]						
13.	As per requirement of tender, bidder (having status as Pvt. Ltd. or Limited company) must upload bid duly digitally signed on e-portal through class-3B digital signature (DS). In case, class of DS or name of employee or name of employer is not visible in the digitally signed documents, the bid digitally signed as submitted by the person shall be binding on the bidder.						
14.	Bidder confirms that (i) none of Directors (in Board of Director) of bidder is a relative of any Director (in Board of Director) of TFL or (ii) the bidder is not a firm in which any Director (in Board of Director) of TFL or their relative is a partner.	<table><tr><td>Confirmed</td><td></td></tr><tr><td>Not confirmed</td><td></td></tr></table>		Confirmed		Not confirmed	
Confirmed							
Not confirmed							

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
15.	All correspondence must be in ENGLISH language only	
16.	Bidder confirms the contents of this Tender Document have not been modified or altered by them. In case, it is found that the tender document has been modified / altered by the bidder, the bid submitted by them shall be liable for rejection.	
17.	Bidder confirms that all Bank charges associated with Bidder's Bank regarding release of payment etc. shall be borne by Bidder.	
18.	<u>No Deviation Confirmation:</u> It may be note that any 'deviation / exception' in any form may result in rejection of Bid. Therefore, Bidder confirms that they have not taken any 'exception / deviation' anywhere in the Bid. In case any 'deviation / exception' is mentioned or noticed, Bidder's Bid may be rejected.	
19.	If Bidder becomes a successful Bidder pursuant to the provisions of the Tender Document, the following Confirmation shall be automatically become enforceable:  "We agree and acknowledge that the Employer is entering into the Contract/Agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood & agreed that the Government of India is not a party to the Contract/Agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the Purchaser is authorized to enter into Contract/Agreement, solely on its own behalf under the applicable laws of India. We expressly agree, acknowledge and understand that the Purchaser is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Accordingly, we hereby expressly waive, release and forego any and all actions or claims, including cross claims, VIP claims or counter claims against the Government of India arising out of the Agreement and covenants not to sue to Government of India as to any manner, claim, cause of action or things whatsoever arising of or under the Agreement."	
20.	Bidder to ensure all documents as per tender including clause 11 of Section III of tender and all Formats are included in their bid.	
21.	Bidder understands that Tender Document is not exhaustive. In case any activity though specifically not covered in description of 'Schedule of Rates' but is required to complete the work as per Scope of Work, Conditions of Contract, or any other part of Bidding document, the quoted rates will deemed to be inclusive of cost incurred for such activities unless otherwise specifically excluded. Bidder confirms to perform for fulfilment of the contract and completeness of the supplies in all respect within the scheduled time frame and quoted price.	
22.	Bidder hereby confirms that they are not on 'Holiday' by OWNER or any of the JV partners of TFL (viz. GAIL, RCF, CIL, FCIL) or	

SI.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>Public Sector Project Management Consultant (like PDIL, EIL, Mecon only due to “poor performance” or “corrupt and fraudulent practices”) or banned by Government department/ Public Sector on due date of 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 any of the JV partner of TFL viz. GAIL, RCF, CIL, FCIL.</p> <p>Bidder also confirms that they are not under any liquidation, court receivership or similar proceedings or 'bankruptcy'.</p> <p>In case it comes to the notice of TFL/PDIL that the bidder has given wrong declaration in this regard, the same shall be dealt as 'fraudulent practices' and action shall be initiated as per the Procedure for action in case of Corrupt/Fraudulent/Collusive/Coercive Practices.</p> <p>Further, Bidder also confirms that in case there is any change in status of the declaration prior to award of contract, the same will be promptly informed to TFL/PDIL by them.</p>	
23	<p>Bidder confirms that (i) any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by them and (ii) any error of interpretation of applicability of rate of GST (CGST &amp; SGST/ UTGST or IGST) on components of an item and/or various items of tender by them shall be dealt as per clause no. 13.13 of Section-III of tender.</p>	
24	<p>Bidders confirm to submit signed copy of Integrity Pact (wherever included in tender).</p> <p>If Bidder is a partnership concern or a consortium, this agreement must be signed by all partners or consortium members.</p>	
25.	<p>Bidder confirms that, in case of contradiction between the confirmations provided in this format and to the terms &amp; conditions mentioned elsewhere in the offer, the confirmations given in this format shall prevail.</p>	
26.	<p>Bidder's offer No. &amp; Date</p>	
27	<p>Bidder confirms that there is no conflict of interest with other bidders, as per clause no.4.2 of Section-III (ITB) of Tender Document.</p>	

Place:  
Date:

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

**F-6**

**ACKNOWLEDGEMENT CUM CONSENT LETTER**

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

To,  
**M/s TALCHER FERTILIZERS LIMITED**  
**NOIDA**

SUB:  
TENDER NO:

Dear Sir,

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

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

Postal Address with Pin Code : .....  
Telephone Number : .....  
Contact Person : .....  
E-mail Address : .....  
Mobile No. : .....  
Date : .....  
Seal/Stamp : .....

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

Reasons for non-submission of bid:

---

Agency's Name : .....  
Signature : .....  
Name : .....  
Designation : .....  
Date : .....  
Seal/Stamp : .....

**F-7**  
**BIDDER'S EXPERIENCE**

To,

**M/s TALCHER FERTILIZERS LIMITED  
NOIDA**

SUB:

TENDER NO:

Sl. No	Detailed Description of Job	LOA No. and date	Full Postal Address & phone nos. of Client. <i>Name, designation and address of Engineer/ Officer-in-Charge</i>	Capacity	Value of Contract/ Order ( <i>Specify Currency Amount</i> )	Date of Commencement	Scheduled Completion Time (Months)	Date of Actual Completion	Reasons for delay in execution, if any	Details of satisfactory operation from the date of Acceptance
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

**Note:**As per Note III of Clause No. A.1 of Section-II, only documents (Work Order, Completion certificate, Execution Certificate etc.) which have been referred/ specified in the bid shall be considered in reply to queries during evaluation of Bids.

**F-8(A)**  
**CHECK LIST**

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

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

<b>S. No.</b>	<b>DESCRIPTION</b>	<b>CHECK BOX</b>
1.0	Digitally Signing (in case of e-bidding)/ Signing and Stamping (in case of manual bidding) on each sheet of offer, original bidding document including SCC, ITB,GCC, SOR DRAWINGS Corrigendum (if any)	
2.0	Confirm that the following details have been submitted in the Un-priced part of the bid	
i	Covering Letter, Letter of Submission	
ii	EMD / Declaration for Bid Security as per provisions of Tender (as applicable)	
iii.	Digitally signed (in case of e-tendering) or 'signed & stamped (in case of Manual tender) tender document along with drawings and addendum (if any)	
iv	Power of Attorney in the name of person signing the bid.	
v	Confirm submission of document alongwith unpriced bid as per bid requirement (including cl.no.11.1.1 of Section-III of tender).	
3.0	Confirm that all format duly filled in are enclosed with the bid duly Digitally Signed (in case of e-bidding)/ / Signed and Stamped (in case of manual bidding) by authorised person(s)	
4.0	Confirm that the price part as per Price Schedule format submitted with Bidding Document/uploaded in case of e-bid.	
5.0	Confirm that Undertaking as per <i>Form-I to Annexure-V to Section-III of tender</i> and Certification from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) as per <i>Form-II to Annexure-V of Section-II of tender</i> are submitted.	
6.0	Confirm that Undertaking as per Form-1to Annexure-VII have been submitted by the bidder (Guidelines from Procurement from a Country sharing a Land Border with India)	
7.0	Confirm submission of Checklist against Bid Evaluation Criteria as per format F-8(B)	

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:



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

Sl. No.	Description	Documents required for qualification	Documents Submitted by Bidder	Documents attested as per Section-II of Tender	Reference Page No. of the Bid submitted
<b>Technical BEC</b>					
1.	<b>Experience</b>	<p>(a) Copy of Detailed Letter of Acceptance (DLOA) / Work Order /relevant extract of work Order/ Contract Agreement along with detailed scope of work and Completion / Acceptance Certificate. Such certificate shall be issued by order issuing authority/ Owner/End user.</p> <p>(b) The Detailed Letter of Acceptance (DLOA) / Work Order / Contract Agreement must inter alia include Scope of work, completion time, contract value, etc. Similarly, the Completion Certificate/ Acceptance Certificate must clearly indicate reference of relevant work order/DLOA/Contract Agreement, Name of Work, Completed order value and date of completion</p> <p>(c) Certificate in respect of minimum one year successful operation of the Plant/System from the date of acceptance/Commissioning of work issued by the Owner/End user shall be submitted.</p> <p>(d) Any other documents as per BEC requirement.</p>		Yes/No	
2.	<b>Experience of bidder acquired as a subcontractor</b>	certificate from end user		Yes/No	
3.	<b>Job executed for Subsidiary / Fellow subsidiary/ Holding</b>	Tax paid invoice(s) duly certified by statutory auditor of the bidder towards payment of statutory tax in support of the job executed for Subsidiary / Fellow subsidiary/ Holding company.		Yes/No	

	<b>company.</b>				
4.	<b>Any other technical criteria in BEC</b>	Bidder shall submit affidavit from the domestic manufacturers of such Iron & steel products as per the Form-I enclosed with the policy documents. A bidder who is not manufacturer of Iron & Steel product and is unable to submit the Affidavit from domestic manufacturers at bidding stage, such bidder can submit the Affidavit issued by domestic manufacturers after placement of order. In this case bidder along with his bid shall submit an undertaking as per prescribed format. Any other documents as per BEC requirement		Yes/No	
<b>Financial BEC</b>					
1.	<b>Annual Turn Over</b>	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited Financial Statements for previous two years of last Audited Financial Year is to be submitted]	Submitted  (Mention specific year..... ... )	Yes/No	
2.	<b>Net Worth</b>	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year.....)	Yes/No	
3.	<b>Working Capital</b>	<p>Audited Financial Statements [including Auditor's Report, Balance sheet, Profit &amp; Loss Accounts statements, Notes &amp; schedules etc.] for last Audited Financial Year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.</p>	<p>Submitted (Mention specific year..... ... )</p> <p>Submitted/ Not Applicable (Bidder to tick appropriate option)</p>	Yes/No	

4.	<b>Format for Details of financial capability of Bidder</b>	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		
	<b>For Consortium</b>				
1.	<b>Technical criteria for Lead Bidder</b>	<p>(e) Copy of Detailed Letter of Acceptance (DLOA) / Work Order /relevant extract of work Order/ Contract Agreement along with detailed scope of work and Completion / Acceptance Certificate. Such certificate shall be issued by order issuing authority/ Owner/End user.</p> <p>(f) The Detailed Letter of Acceptance (DLOA) / Work Order / Contract Agreement must inter alia include Scope of work, completion time, contract value, etc. Similarly, the Completion Certificate/ Acceptance Certificate must clearly indicate reference of relevant work order/DLOA/Contract Agreement, Name of Work, Completed order value and date of completion</p> <p>(g) Certificate in respect of minimum one year successful operation of the Plant/System from the date of acceptance/Commissioning of work issued by the Owner/End user shall be submitted.</p> <p>(h) Any other documents as per BEC requirement.</p>			
2	<b>Technical criteria for Other members of Consortium</b>	Same as Above			
3	<b>Annual Turn Over for lead bidder and other member of Consortium</b>	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year. [In case the Annual Turnover criteria is not met in last Audited Financial Year, then the Audited	Submitted  (Mention specific year..... ... )		

		Financial Statements for previous two years of last Audited Financial Year is to be submitted]			
	<b>Net Worth of lead bidder and other member of Consortium</b>	Audited Financial Statements [including Auditor's Report, Balance sheet, Profit & Loss Accounts statements, Notes & schedules etc.] for last Audited Financial Year.	Submitted (Mention specific year .....)		
	<b>Working Capital of lead bidder and other member of Consortium</b>	<p>Audited Financial Statements [including Auditor's Report, Balance sheet, Profit &amp; Loss Accounts statements, Notes &amp; schedules etc.] for last Audited Financial Year.</p> <p>If the bidder's working capital is negative or inadequate, the bidder shall submit a letter (in prescribed format) from their bank having net worth not less than Rs.100 Crores, confirming the availability of line of credit for at least working capital requirement as stated above.</p>	<p>Submitted (Mention specific year..... ... )</p> <p>Submitted/ Not Applicable (Bidder to tick appropriate option)</p>		
	<b>Format for Details of financial capability of Bidder of lead bidder and other member of Consortium</b>	Bidder shall submit "Details of financial capability of Bidder" in prescribed format duly signed and stamped by a chartered accountant / Certified Public Accountant (CPA).	Submitted		
	Consortium Agreement along with responsibility matrix				

Place:  
Date:

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

**F-9**

**FORMAT FOR CERTIFICATE FROM BANK  
IF BIDDER'S WORKING CAPITAL IS INADEQUATE/NEGATIVE**

(To be provided on Bank's letter head)

Date:

To,  
**M/s. TALCHER FERTILIZERS LIMITED  
NOIDA**

Dear Sir,

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

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

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

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

Yours truly

for ..... (Name & address of Bank)

(Authorized signatory)

Name of the signatory:

Designation :

Email Id :

Contact No. :

Stamp

**Note:**

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

**F-10**

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

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

**A. AUDITED ANNUAL TURNOVER\* OF PRECEDING THREE FINANCIAL YEARS:**

Year	Amount (Currency)
Year 1:	
Year 2:	
Year 3:	

**B. NETWORTH\* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:**

Description	Year ____
	Amount (Currency)
1. Net Worth	

**C. WORKING CAPITAL\* AS PER AUDITED FINANCIAL STATEMENT OF PRECEDING FINANCIAL YEAR:**

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

***\*Refer Instructions***

**Notes:**

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

Name of Audit Firm:  
Chartered Accountant/CPA  
Date:

Membership No.:

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



**Instructions for Format F-10:**

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

**F-11**

**FORM OF CONSORTIUM AGREEMENT BETWEEN M/S..... M/S  
.....FOR BIDDING FOR TENDER FOR “.....VIDE  
NIT NO. ....) FLOATED BY M/S ..... ON BEHALF OF M/S  
TALCHER FERTILIZERS LTD.**

THIS CONSORTIUM AGREEMENT (hereinafter referred to as “Agreement”) executed on this \_\_\_\_ day of \_\_\_\_\_ (month) of \_\_\_\_ (year) amongst the following members:

- 1) M/s \_\_\_\_\_, a company incorporated under the provisions of Companies Act, 1956 / partnership firm registered under the Indian Partnership Act, 1932 / Limited Liability Partnership Act, 2008 and having its Registered Office at \_\_\_\_\_, (hereinafter referred to as "Lead Bidder/Member-1/Consortium Leader/Leader of Consortium" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

- 2) M/s \_\_\_\_\_, a company incorporated under the provisions of Companies Act, 1956 / partnership firm registered under the Indian Partnership Act, 1932 / Limited Liability Partnership Act, 2008 and having its Registered Office at \_\_\_\_\_, (hereinafter referred to as "Consortium Member-2/Member-2" which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns);

AND

- 3) M/s \_\_\_\_\_, a company incorporated under the provisions of Companies Act, 1956 / partnership firm registered under the Indian Partnership Act, 1932 / Limited Liability Partnership Act, 2008 and having its Registered Office at \_\_\_\_\_, (hereinafter referred to as "Consortium Member-3/Member-3)" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns)

for the purpose of submitting the Bid in response to the Tender and in the event of selection as Selected Bidder to comply with the requirements as specified in the Tender and ensure execution of the Tender's Scope of Work as may be required to be entered into with TFL.

Member 1, Member 2 and Member 3 are hereinafter collectively referred to as the “Parties” and individually as a “Party”.

**AND WHEREAS**

- (1) M/s Talcher Fertilizers Limited, a company incorporated under the provisions of Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ (hereinafter referred to as the “**OWNER/TFL**”, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) is proposing to construct ... .. (hereinafter referred to as “**PROJECT**”)

vide NIT No. Dated\_\_\_\_\_ (hereinafter referred to as "**TENDER/NIT**") and award the above works to qualified and selected contractor on a Lump Sum Turnkey (LSTK) basis.

- (2) The Parties are interested in jointly bidding for the Contract as members of a Consortium and in accordance with the terms and conditions of the Tender Bidding Documents in respect of the Contract, and
- (3) It is a necessary condition under the Bidding Documents that the members of the Consortium shall enter into a Consortium Agreement (the "Agreement") and furnish the ORIGINAL thereof with the bid.

**NOW, THEREFORE, THE PARTIES HERETO AGREE TO WORK TOGETHER AND BINDTHEMSELVES AS FOLLOWS:-**

1. We, the members in the Consortium, hereby confirm that the name of the Consortium shall be \_\_\_\_\_.
2. The Parties herein agree that no party shall, consequent to the successful bidding, withdraw from this Agreement during the execution of the Project in connection with the\_\_\_\_\_, for any reason, whatsoever.
3. All costs incurred with regard to the submission of Bid/Bidding process shall be borne amongst the members of the Consortium. Each party agrees to render complete assistance for providing to the other PARTY sufficient Data/information required for preparation of the Bid in its entirety.
4. In consideration of the bid submission by us to the Owner and the award of Contract by the OWNER to the Consortium (if selected by the OWNER), we the Members of the Consortium and Parties to the Consortium Agreement do hereby unequivocally agree that M/s. .... [Insert name of the Lead Bidder], shall act as the Lead Bidder for self and agent for and on behalf of M/s. .... and M/s. .... [the names of all the other Members of the Consortium to be filled in here] and confirm that we shall jointly and severally be bound unto the OWNER for execution of the contract in accordance with the contract terms and shall jointly and severally be liable to the OWNER to perform all contractual obligations including technical guarantees. Further, the Lead Bidder/Member-I is authorized to incur liabilities and receive instructions for and on behalf of other members of the Consortium during the entire execution of the contract.
5. The Lead Bidder is hereby authorized by the Members of Consortium and Parties to the Consortium Agreement to bind the Consortium and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the **APPENDIX-I (Responsibility Matrix)** to this Agreement.
6. The Lead Bidder shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all their respective Roles and Responsibilities. Each Consortium Member further undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the Tender.

7. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Bidder under these presents
8. This Agreement defines and fixes the responsibilities governing the relations of the Lead Bidder and other Consortium Members in preparation of the Bid and subsequent execution of the CONTRACT with OWNER.
9. Notwithstanding anything containing hereinbefore, OWNER has got the right to fix the responsibility and accountability on any and/or all members of the Consortium of this Agreement with or without Lead Bidder.
10. The Lead Bidder shall be responsible for
  - (i) Preparation of BID.
  - (ii) Making the final decision on all strategy for the PROJECT, including performance of the PROJECT.
  - (iii) All negotiation and communications with the OWNER
  - (iv) Receive instructions for and on behalf of all Members
  - (v) In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium Members, the Leader of Consortium shall be liable to meet the obligations under the Tender
  - (vi) Co-ordination responsibility for execution of the contract
  - (vii) Any other aspect/issue as described in this Agreement and/or Appendix-I of this Agreement.
11. At the time of submission of the bid, the PARTIES have jointly agreed to all Schedules, programs, terms and conditions, and all other matters whatsoever necessary for the submission of bid. The division of responsibilities of Scope of Work among different Consortium members is as per **APPENDIX-I (Responsibility Matrix) (Appendix –I of this agreement is to be submitted by PARTIES)** of this agreement, which shall form part of this consortium agreement. It is further agreed that the sharing of responsibilities and obligations shall not in any way be a limitation of the joint and several responsibilities of the Members under the Contract.

In case of award of the Contract, each PARTY shall perform their respective scope of work and division of responsibilities in accordance with the scope indicated in **APPENDIX-I (Responsibility Matrix)**.

12. PARTIES declare and undertake to OWNER that:
  - a) It shall be the joint and several responsibility of members of the Consortium to fulfil all obligation as are required under the CONTRACT entered into between OWNER and PARTIES as per the terms of Tender documents issued by OWNER vide NIT No. .... dated.....
  - b) Each PARTY shall be jointly and severally liable to fully discharge their obligations and co-operate with one another with respect to the PROJECT during the term of this agreement and act at all times in such a way to further the common interest of the CONSORTIUM.
  - c) Without limit to the foregoing, each PARTY reaffirms not to bid for the

PROJECT separately or in combination with any third party.

d) Post Contract Liabilities:

For any loss or damage on account of any breach of this Agreement or the contract for the PROJECT or any shortfall in the execution of the PROJECT, meeting the guaranteed performance / parameters as per technical specifications / documents relating to the TENDER, the "Leader of Consortium" undertakes to promptly make good such loss or damage on OWNER's demand without any demur. OWNER shall have the right to proceed against any one of the Parties herein in this regard without establishing the individual liability of such party and it shall neither be necessary nor obligatory on the part of OWNER to proceed against the "Leader of Consortium" before proceeding against the other Parties herein

In case of any breach of the said Contract by any PARTY, the remaining members of the consortium hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance of the terms of the Contract.

Further, if the OWNER suffered any loss or damage on account of any breach of the Contract or any shortfall in the completed equipment/plant, meeting the guaranteed performance parameters as per the technical specifications/contract documents by "Leader of Consortium", the Second & Third member of these presents undertakes to promptly make good such loss or damage caused to the OWNER, on the OWNER's demand without any demure. It shall neither be necessary nor obligatory on the part of the OWNER to proceed against the "Leader of Consortium" to these presents before proceeding against the Second & Third members.

- e) In case of award of contract, PARTIES do hereby agree that the Contract Performance Security (CPS) shall be submitted in favour of the OWNER as per terms of the TENDER and such guarantee shall be in the name of Consortium. The Lead Bidder shall be responsible for ensuring timely submission of the CPS.
- f) The Parties herein shall at their own expense take out and maintain insurance cover(s) as may be necessary to cover their liabilities as per the TENDER.

- 13. Any changes or amendments to this agreement shall be made after obtaining approval of the OWNER and are valid only when these are set out in writing as such amendments and signed by the PARTIES.
- 14. In case of award of contract, the PARTIES shall furnish break up the Schedule of Prices as per cumulative monthly payment schedule corresponding to the supplies/services/civil works assigned to each member of the consortium which shall be approved by Owner/Consultant. Such approved Billing Schedule shall govern the payment to each member of consortium. PARTIES hereby authorise each member of the Consortium to raise separate invoices applicable for their part of scope of work as per the approved Billing Schedule and the OWNER shall pay directly to each member

of the Consortium against such invoices. However, all such invoices shall be forwarded by covering letter issued by Lead Consortium Leader. Consortium leader will remain fully responsible for any excess payment or deficient payment made to consortium members.

15. Notwithstanding the Lead Bidder's liability in terms of this Agreement, each PARTY shall be fully responsible, liable and accountable for all financial transactions under this Agreement and each PARTY shall pay its own taxes and make other statutory and mandatory payments / taxes / duties. The PARTIES herein further undertake to ensure that all applicable legal regulations are observed, appropriate records are kept of all financial transactions and appropriate documentation, including, but not limited to contracts, orders and confirmations, receipts and invoices, time sheets of staff and payroll calculations are retained for all matters pertaining to this Agreement.
16. This agreement shall become valid upon execution by the PARTIES and this agreement shall come to end on the occurrences of any of the events stated herein below in this clause, namely;
  - a) Cancellation of PROJECT by OWNER or award of PROJECT by OWNER to a third party; OR
  - b) OWNER informing that no award of contract for this project will be made to anybidder; OR
  - c) End of Defect Liability Period (in case of award of Contract).
17. This agreement shall in no way restrict any PARTY from engaging in any activities, which are not connected with this PROJECT and are not in direct competition to the activities of the PROJECT.
18. The PARTIES agree to keep confidential all information and data obtained from each other during the course of this agreement for a period of Three years from the effective date of this agreement.
19. Assignment: No PARTY shall have the right to assign or in any way transfer any of its rights or obligations under this agreement to any third party without prior consent in writing of the OWNER and other members of the Consortium.
20. The PARTIES agree that as and when called upon by OWNER, the PARTIES shall execute all further deeds, documents and agreements as may be required by OWNER.
21. It is further agreed that this Consortium agreement shall be irrevocable and shall form an integral part of the CONTRACT and shall continue to be enforceable till such time as mentioned in clause no. 16 above.
22. This Consortium Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

23. Indemnification

All consortium members of this agreement shall fully indemnify, hold harmless and defend OWNER and its officers etc., from and against all claims, liabilities, suits, damages including any criminal liability due to false declaration by the consortium members with regard to this Agreement (or) Tender transaction (or) Contract etc., caused due to negligence/commission/omission of the any of the consortium members (or) its employees and agents including representatives (or) sub-contractors (or) any other person claiming (or) any other person claiming under this tender (or) under the applicable laws of India.

24. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior approval of OWNER.

IN WITNESS THEREOF, the PARTIES have entered into this agreement effective from the date as mentioned herein above.

For and on Behalf of  
Behalf of

For and on Behalf of

For and on

---

(Lead Bidder/Member-I)  
Signature of Auth.  
Signatory  
With Company Seal

(1)

---

(Member-II)  
Signature of  
Auth. Signatory  
With Company  
Seal

(2)

---

(Member-III)  
Signature of Auth.  
Signatory  
With Company  
Seal

(3)



**RESPONSIBILITY MATRIX**

<b>Sl. No.</b>	<b>Roles &amp; Responsibility</b>	<b>Lead Bidder</b>	<b>Consortium Partner</b>

**F-12**

**BIDDER'S QUERIES FOR PRE BID MEETING**

To,

M/s TALCHER FERTILIZERS LIMITED  
NOIDA

SUB:

TENDER NO:

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

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

**SIGNATURE OF BIDDER:** \_\_\_\_\_

**NAME OF BIDDER:** \_\_\_\_\_

**F-13**  
**E-Banking Mandate Form**  
(To be issued on vendors letter head)

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

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

(Signature of vendor/customer)

**BANK CERTIFICATE**

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

Date

(Signature of authorized officer of bank)

**F-14**

**INTEGRITY PACT**

# **INTEGRITY PACT**

## INTEGRITY PACT

### INTRODUCTION:

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

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

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



## ANNEXURE-1

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

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

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

### II VIOLATIONS & CONSEQUENCES:

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





### **INDEPENDENT EXTERNAL MONITORS (IEMS)**

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

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

This panel is authorised to examine / consider all references made to it under this tender/ contract. "The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender falling under provisions of Integrity Pact may raise the same either directly with the IEMs on the panel viz Shri Sanjeev Prasad Narain Singh (Email ID: [spns108@gmail.com](mailto:spns108@gmail.com)) & Shri Anil Kumar Sharma (Email ID: [aksharma1512@gmail.com](mailto:aksharma1512@gmail.com)) or with CC to them through their Nodal Officer - Sh. Manna Paul, DGM (C&P) – Email: [mannapaul@gail.co.in](mailto:mannapaul@gail.co.in), Address: Talcher Fertilizers Limited, C/o GAIL Training Institute, PARC Building, Plot No. 24, Sector-16A, Film City, Noida (U.P.) - 201301. On receipt of such complaints/representations, Nodal Officer shall coordinate with IEM Panel and TFL authorities concerned for their disposal as per extant guidelines."



**INTEGRITY PACT**

(To be executed on plain paper)

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

**AND**

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

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

**PREAMBLE**

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

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

**Section 1 – Commitments of the Principal**

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



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

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

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



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

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

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

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

**Section 4 – Compensation for Damages**

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

**Section 5 – Previous transgression**

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



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

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

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

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

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

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



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

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

#### **Section 9 – Pact Duration**

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

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

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



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



-----  
**माना पाँडे/MANNA PAUL**  
 (For & on Behalf of Principal)  
 जे.एल.एफ. फर्टिलाइजर लिमिटेड/JLF Fertilizers Ltd.  
 जी.टी.पार्क बिल्डिंग/GTI PARC Building  
 प्लॉट नं.- 24, सेक्टर-16ए, नोएडा-201 301 (उ.प्र.)  
 Plot No. 24, Sec.-16A, Noida-201 301 (U.P.)  
 (Office Seal)

-----  
 (For & on Behalf of  
 Bidder/Contractor)

(Office Seal)

Place -----

Date -----

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

*Geogam* [SORA DEOYAM, DM (CLP)]  
 TALCHER FERTILIZERS LIMITED (TFL)  
 PLOT NO. 24, SECTOR-16A, NOIDA,  
 U.P. - 201301

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

.....  
 .....  
 .....

**INDEMNITY BOND**

WHEREAS TALCHER FERTILIZERS LIMITED (hereinafter referred to as “**TFL**”) which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khorda, Bhubaneswar – 751014 has entered into a contract with M/s\*..... (hereinafter referred to as the “**Contractor**”) which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at \*..... and on the terms and conditions as set out, inter-alia in the ..... **[mention the work order/FOA/Tender No.]** and various documents forming part thereof, hereinafter collectively referred to as the ‘**CONTRACT**’ which expression shall include all amendments, modifications and / or variations thereto.

TFL has also advised the Contractor to execute an Indemnity Bond in general in favour of TFL indemnifying TFL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) /vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of TFL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified TFL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against TFL under or in relation to this contract. The Contractor undertakes to compensate and pay to TFL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by TFL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with TFL that:

- (i) This Indemnity shall remain valid and irrevocable for all claims of TFL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which TFL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.
- (ii) This Indemnity shall not be discharged/ revoked by any change/ modification/ amendment/ assignment of the contract or any merger of the Contractor with other entity or any change in the constitution/structure of the Contractor’s firm/ Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any/ all claims for payment of TFL are settled by the Contractor and/or TFL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY :

For [ Contractor]

*Authorised Representative*

Place:

Dated:

Witnesses:1.

2



**F-16****FREQUENTLY ASKED QUESTIONS (FAQs)**

<b>SL.NO.</b>	<b>QUESTION</b>	<b>ANSWER</b>
1.0	Can any vendor quote for subject Tender?	Yes. A Vendor has to meet Bid Evaluation Criteria given under Section II of Tender document in addition to other requirements.
2.0	Should the Bid Evaluation Criteria documents be attested?	Yes. Please refer Section II of Tender document
3.0	Is attending Pre Bid Meeting mandatory.	No. Refer Clause No. 17 of Instruction to Bidders of Tender Document. However attending Pre Bid Meeting is recommended to sort out any issue before submission of bid by a Bidder.
4.0	Can a vendor submit more than 1 offer?	No. Please refer Clause No. 4 of Instruction to Bidders of Tender Document.
5.0	Is there any Help document available for e-Tender.	Refer FAQs as available on CPP Portal e-Procurement).
6.0	Are there are any MSE (Micro & Small Enterprises) benefits available?	Refer Clause No. 40 of Instructions to Bidders of Tender Document.
7.0	Are there are any benefits available to Startups?	Refer Clause No. 49 of Instructions to Bidders of Tender Document.

All the terms and conditions of Tender remain unaltered.

**Form F-17**

**PROFORMA OF BANK GUARANTEE FOR MOBILISATION ADVANCE**  
(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

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

**Dear Sir(s),**

In consideration of the Talcher Fertilizers Limited, hereinafter called the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assignees, having awarded to M/s..... having its registered office at ..... hereinafter referred as the 'CONTRACTOR', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees, a contract hereinafter referred to as the 'Contract' for related works..... referred to as the 'WORK' on terms and conditions set out, inter-alia in the Owner's Contract / DLOA / FOA No.....dated..... valued at..... (in words & figures) and as the Owner having agreed to make an advance payment (herein after referred as Mobilization advance) for the performance of the above contract to the CONTRACTOR amounting to.....(in words & figures) as an advance against Bank Guarantee to be furnished by the CONTRACTOR.

We..... hereinafter referred to as the BANK which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees having our office at..... do hereby undertake to give the irrevocable and unconditional guarantee and do hereby undertake to pay the OWNER on first demand without any demur, reservation, contest, recourse, protest and without reference to the CONTRACTOR any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said Contract to the extent of..... till the said advance is adjusted as aforesaid at any time upto..... We agree that the guarantee herein contained shall continue to be enforceable till the sum due to the Owner on account of the said advance is adjusted/ recovered in full as aforesaid or till the Owner discharges this guarantee **in writing.**

The OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee, from time to time to vary the advance or to extend the time for performance of the works by the CONTRACTOR. The BANK shall not be released from its liability under these presents by any exercise of the Owner of the liberty with reference to the matter aforesaid.

The Owner shall have the fullest liberty, without reference to CONTRACTOR and without affecting this guarantee to postpone for any time or from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any power, covenants contained or implied in the Contract between the OWNER and the CONTRACTOR or any other course or remedy or security available to the OWNER and the BANK shall not be released of its obligations under these presents by any exercise by the OWNER of its liberty with reference to matters aforesaid or other acts of omission or commission on the part of the OWNER or any other law would, but for this provision, have the effect of releasing the BANK.

The right of the OWNER to recover the outstanding sum of advance upto Rs.....from the BANK in the manner aforesaid **is absolute and unequivocal and** will not be affected or suspended by reason of the fact that any dispute or disputes has or have been raised by the CONTRACTOR and/or that any dispute or disputes is or are pending before any officer, tribunal or court **or arbitrator or any other authority/forum** and any demand made by OWNER on the BANK shall be conclusive and binding.

The BANK further undertakes not to revoke this guarantee during its currency without previous consent of the OWNER and further agrees that the guarantee contained shall continue to be enforceable **until it is discharged by TFL in writing.**

The BANK also agrees that the OWNER shall at its option be entitled to enforce this guarantee against the BANK as a principal debtor, in the first instance, notwithstanding any other security or guarantee that OWNER may have in relation to the CONTRACTOR's liabilities towards the said advance.

The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by TFL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of \_\_\_\_\_ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of \_\_\_\_\_ (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney/ resolution of the Board of Directors dated..... accorded to him by the BANK.

Notwithstanding anything contained herein:

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

Dated.....this.....day of.....20 .....

Signed by

(Person duly authorised by Bank)

Place:

WITNESS :

1..... (Signature)

..... (Printed Name)

..... (Designation)

2..... (Signature)

..... (Printed Name)

..... (Designation)

(Common Seal)

**F-17 (A)**  
**MATTER TO BE MENTIONED IN COVERING LETTER TO BE SUBMITTED BY**  
**VENDOR ALONG WITH BANK GUARANTEE (BG)**

<b>1. Bank Guarantee No.</b>		
<b>2. Vendor Name</b>		
<b>3. Nature of Bank Guarantee [Please Tick ( <input type="checkbox"/> ) whichever is applicable]</b>	<div>Contract Performance</div> <div>Security</div> <div>(CPS)</div>	<div>Advance</div>
<b>Purchase Order (PO) / Fax of Acceptance (FOA) / Detailed Letter of Acceptance (DLOA) No.</b>		
<b>Details of Bank issuing Bank Guarantee (BG)</b>		
<b>A. Name</b>		
<b>B. E-mail ID</b>		
<b>C. Address</b>		
<b>D. Phone No. / Mobile No.</b>		

**PROFORMA FOR BANK GUARANTEE FOR PAYMENTS TOWARDS PLACEMENT OF ALL  
PURCHASE ORDERS OF MAJOR TAGGED ITEMS.**

**(To be submitted on Rs. 500/-(five hundred) non judicial stamp paper)**

Ref.....

Bank Guarantee No.-----

Date.....

To,  
M/s Talcher Fertilizers Limited

**Dear Sir(s),**

In consideration of the Talcher Fertilizers Limited, hereinafter called the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, executors, administrators and assignees, having awarded to M/s..... having its registered office at ..... hereinafter referred as the 'CONTRACTOR', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees, a contract hereinafter referred to as the 'Contract' for related works..... referred to as the 'WORK' on terms and conditions set out, inter-alia in the Owner's Contract / DLOA / FOA No.....dated..... valued at..... (in words & figures) and as the Owner having agreed to make milestone payments (for the performance of the above contract to the CONTRACTOR amounting to.....(in words & figures) against Bank Guarantee to be furnished by the CONTRACTOR.

We..... hereinafter referred to as the BANK which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees having our office at..... do hereby undertake to give the irrevocable and unconditional guarantee and do hereby undertake to pay the OWNER on first demand without any demur, reservation, contest, recourse, protest and without reference to the CONTRACTOR any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said Contract to the extent of.....We agree that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee **in writing**.

The OWNER shall have the fullest liberty without affecting in any way the liability of the BANK under this guarantee, from time to time to vary the amount or to extend the time for performance of the works by the CONTRACTOR. The BANK shall not be released from its liability under these presents by any exercise of the Owner of the liberty with reference to the matter aforesaid.

The Owner shall have the fullest liberty, without reference to CONTRACTOR and without affecting this guarantee to postpone for any time or from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any power, covenants contained or implied in the Contract between the OWNER and the CONTRACTOR or any other course or remedy or security available to the OWNER and the BANK shall not be released of its obligations under these presents by any exercise by the OWNER of its liberty with reference to matters aforesaid or other acts of omission or commission on the part of the OWNER or any other law would, but for this provision, have the effect of releasing the BANK.

The right of the OWNER to recover the outstanding sum upto Rs..... from the BANK in the manner aforesaid **is absolute and unequivocal and** will not be affected or suspended by reason of the fact that any dispute or disputes has or have been raised by the CONTRACTOR and/or that any dispute or disputes is or are pending before any officer, tribunal or court **or arbitrator or any other authority/forum** and any demand made by OWNER on the BANK shall be conclusive and binding.

The BANK further undertakes not to revoke this guarantee during its currency without previous consent of the OWNER and further agrees that the guarantee contained shall continue to be enforceable **until it is discharged by TFL in writing.**

The BANK also agrees that the OWNER shall at its option be entitled to enforce this guarantee against the BANK as a principal debtor, in the first instance, notwithstanding any other security or guarantee that OWNER may have in relation to the CONTRACTOR's liabilities towards the said milestone payment .

The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by TFL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at New Delhi.

Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of \_\_\_\_\_(amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of \_\_\_\_\_(amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to \_\_\_\_\_ and it will remain in force upto and including \_\_\_\_\_ (this date shall be initially 15 months from date of FOA) and shall be extended from time to time for such periods as may be advised by M/s\_\_\_\_\_ on whose behalf this guarantee has been given.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do so under the Power of Attorney/ resolution of the Board of Directors dated..... accorded to him by the BANK.

Notwithstanding anything contained herein:  
9.

- a) The Bank's liability under this Guarantee shall not exceed (currency in figures) \_\_\_\_\_ (currency in words only) \_\_\_\_\_
- b) This Guarantee shall remain in force upto \_\_\_\_\_ (this date shall be initially 15 months from date of FOA) and any extension(s) thereof; and
- c) The Bank shall be released and discharged from all liability under this Guarantee unless a written claim or demand is issued to the Bank on or before the midnight of \_\_\_\_\_ (indicate date of expiry of claim period which includes minimum three months from the expiry of this Bank Guarantee) and if extended, the date of expiry of the last extension of this Guarantee. If a claim has been received by us within the said date, all the rights of TFL under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

Dated.....this.....day of.....20 .....

Signed by

(Person duly authorised by Bank)

Place:

WITNESS :

1..... (Signature)  
..... (Printed Name)  
..... (Designation)

2..... (Signature)  
..... (Printed Name)  
..... (Designation)

(Common Seal)



**F-19**

**FORMAT OF LETTER OF NO DEVIATIONS**  
**(ON BIDDER'S LETTERHEAD)**

**(NIT NO : PNMM/PC-183/E-4013/NCB DATED 10.03.2022)**

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

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

For and on behalf of\* : .....

Stamp & Signature\*\* : .....

Name : .....

Designation : .....

Date : .....

**\*Here fill in the name of bidder.**

**\*\*The Letter of *No Deviation* must be signed by the person (s) authorized to sign as per POA.**

**F-20**  
**POWER OF ATTORNEY (POA)**  
**(To be submitted on the Non-Judicial stamp paper / Company's Letter Head)**

TENDER NO:

Description of work:

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

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

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

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

(\*) In case of a single Bidder, the Power of Attorney shall be issued as per the constitution of the bidder as below.

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

SIGNATURE OF THE LEGAL PERSON

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

SIGNATURE OF THE AUTHORIZED PERSON  
(FOR SIGNING THE BID)

\_\_\_\_\_  
(Signature)  
Name of person: \_\_\_\_\_  
E-mail id: \_\_\_\_\_  
DSC (Digital Signature Certificate) No.: \_\_\_\_\_

**F-21**

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

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

To,  
M/s TALCHER FERTILIZERS LIMITED

---

SUB:

LOA NO:

**Dear Sir,**

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

(i) Applicable to us [       ]

(ii) Not Applicable to us [       ]

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

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

Place: [Signature of Authorized Signatory of Bidder]

Date: Name:  
Designation:  
Bidder Name:  
Seal:

**Form F-22**

**UNDERTAKING REGARDING SUBMISSION OF CONTRACT PERFORMANCE SECURITY  
(CPS)/ SECURITY DEPOSIT (SD) WITHIN STIPULATED TIME LINE**

**(to be submitted on letter head of bidder)**

To,

M/s Talcher Fertilizers Limited

\_\_\_\_\_

SUB:

TENDER NO:

Dear Sir,

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

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

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Bidder Name:

Seal:

**F-23**  
**PROFORMA FOR CONTRACT AGREEMENT**  
**(To be executed on non-judicial stamp paper of appropriate value)**

DLOA No. .... dated .....

**TFL's PAN No. ....**

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

**WHEREAS**

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

**AND WHEREAS**

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

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

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

A N D

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

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

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

The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

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

Signed and Delivered for and on  
on behalf of EMPLOYER

TALCHER FERTILIZERS LIMITED

Signed and Delivered for and  
on behalf of the CONTRACTOR.

NAME OF CONTRACTOR

\_\_\_\_\_

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

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

**IN PRESENCE OF TWO WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

*[On the Letter-head of Supplier/Vendor]*

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

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

We further absolve TFL. from all liabilities present or future arising directly or indirectly out of the Contract.

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

Signature with Seal of Supplier/Vendor

Dated:





PROJECTS & DEVELOPMENT INDIA LIMITED

PC-183/ E/ 4021/ S-IV

0



DOC. NO.

REV.

Page 1 of 66





## GENERAL CONDITIONS OF CONTRACT

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 2 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

## TABLE OF CONTENTS



Sl.No.	Description
(i)	TABLE OF CONTENTS
(II)	SUBMISSION OF TENDER
<b>SECTION-I (DEFINITIONS)</b>	
1.0	Definition of Terms
<b>SECTION-II (GENERAL INFORMATIONS)</b>	
2.0	General Information
2.1	(a) Location of Site
	(b) Access by Road
2.2	Scope of Work
2.3	Water Supply
2.4	Power Supply
2.5	Land for Contractor's field office, Godown and Workshop
2.6	Land for Residential Accommodation
<b>SECTION-III (GENERAL INSTRUCTIONS TO TENDERERS)</b>	
3.0	Submission of Tender
4.0	Documents
4.1	General
4.2	All pages to be initialed
4.3	Rates to be in figures and words
4.4	Corrections and Erasures
4.5	Signature of Tenderer
4.6	Witness
4.7	Details of Experience
4.8	Liability of Government of India
5.0	Transfer of Tender Documents
6.0	Earnest Money
7.0	Validity
8.0	Addenda/Corrigenda
9.0	Right of Employer to Accept or Reject Tender
10.0	Time Schedule
11.0	Tenderer's Responsibility
12.0	Retired Government or Company Officers
13.0	Signing of the Contract
14.0	Field Management & Controlling/Coordinating Authority
15.0	Note to Schedule of Rates
16.0	16.1 Policy for Tenders under consideration
	16.2 Zero Deviation
17.0	Award of Contract
18.0	Clarification of Tender Document

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 3 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

- 19.0 Local Conditions  
20.0 Abnormal Rates

#### SECTION-IV (GENERAL OBLIGATIONS)



- 21.1 Priority of Contract Documents
- 21.2 Headings & Marginal Notes
- 21.3 Singular and Plural
- 21.4 Interpretation
- 22.0 Special Conditions of Contract
- 23.0 Contractor to obtain his own information
- 24.0 Contract Performance Security
- 25.0 Time of Performance
- 25.1 Time for Mobilization
- 25.2 Time Schedule of Construction
- 26.0 Force Majeure
- 26.1 Conditions for Force Majeure
- 26.2 Outbreak of War
- 27.0 Price Reduction Schedule
- 27.3 Bonus for Early Completion
- 28.0 Rights of Employer to forfeit Contract Performance Security
- 29.0 Failure by the Contractor to comply with the provisions of the contract
- 30.0 Contractor remains liable to pay compensation if action not taken under Clause 29.0
- 31.0 Change in Constitution
- 32.0 -A Termination of Contract for Death
- 32.0-B Termination of Contract for Liquidation, Bankruptcy etc.
- 32.0-C Termination of Contract for Non-Performance and subsequently putting the Contractor on Holiday
- 33.0 Members of the Employer not individually liable
- 34.0 Employer not bound by personal representations
- 35.0 Contractor's office at site
- 36.0 Contractor's subordinate staff and their conduct
- 37.0 Sub letting of Works
- i) Sub contracts for Temporary works etc.
- ii) List of sub-contractors to be supplied
- iii) Contractor's liability not limited by Sub-Contractors
- iv) Employer may terminate sub contracts
- v) No remedy for action taken under this clause
- 38.0 Power of Entry
- 39.0 Contractor's responsibility with Mechanical, Electrical, Intercommunication System, Air Conditioning Contractors and other agencies
- 40.0 Other Agencies at site
- 41.0 Notices
- 41.1 To the Contractor
- 41.2 To the Employer
- 42.0 Rights of various Interests

<div><p>पी डी आई एल <b>PDIL</b></p></div>	<div><b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b></div> <div><b>GENERAL CONDITIONS OF CONTRACT</b></div>	PC-183/ E/ 4021/ S-IV	0	<div></div>
		DOC. NO.	REV.	
		Page 4 of 66		

43.0	Patents and Royalties
44.0	Liens
45.0	Delays by Employer or his authorized agents
46.0	Payments if Contract is terminated
47.0	No waiver of Rights
48.0	Certificate not to affect Right of Employer and Liability of Contractor
49.0	Languages & Measures
50.0	Transfer of Title
51.0	Release of Information
52.0	Brand Names
53.0	Completion of Contract
54.0	Spares

#### SECTION-V (PERFORMANCE OF WORK)

55.0	Execution of Work
56.0	Co-ordination and Inspection of work
57.0	Work in Monsoon & Dewatering
58.0	Work on Sundays & Holidays
59.0	General Conditions for construction & Erection Work
60.0	Alterations in specification, Design & Extra Work
61.0	Drawings to be supplied by the Employer
62.0	Drawings to be supplied by the Contractor
63.0	Setting out works
64.0	Responsibility for Levels and Alignment
65.0	Materials to be supplied by contractor
66.0	Stores supplied by Employer
67.0	Conditions for issue of material
68.0	Materials Procured with assistance of Employer/Return of surplus
69.0	Materials obtained from dismantling
70.0	Articles of Value found
71.0	Discrepancies between instructions
72.0	Action where no specification is issued
73.0	Inspection of Works
74.0	Tests for Quality of Works
75.0	Samples for approval
76.0	Action and Compensation in case of bad work
77.0	Suspension of Work
78.0	Employer may do part of work
79.0	Possession prior to completion
80.0	Twelve months period of liability from the date of issue of completion certificate
80.3	Limitation of Liability
81.0	Care of Works
81.1	Defects prior to taking over
81.2	Defects after taking over
82.0	Guarantee/Transfer of Guarantee
83.0	Training of Employer's personnel
84.0	Replacement of Defective parts & materials
85.0	Indemnity

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 5 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

86.0 Construction Aids, Equipments, Tools & Tackles



#### SECTION-VI (CERTIFICATES AND PAYMENTS)

- 87.0 Schedule of Rates and Payments
- i) Contractor's Remuneration
  - ii) Schedule of Rates to be inclusive
  - iii) Schedule of Rates to cover construction equipment, materials, labour etc.
  - iv) Schedule of Rates to cover Royalties, Rents and claims.
  - v) Schedule of Rates to cover taxes & duties
  - vi) Schedule of Rates to cover risks of delay
  - vii) Schedule of Rates cannot be altered
- 88.0 Procedure for Measurement and billing of works in progress
- 88.1 Billing Procedure
- 88.2 Secured Advance on materials
- 88.3 Dispute in mode of measurement
- 88.4 Rounding of Amounts
- 89.0 Lumpsum in Tender
- 90.0 Running Account Payments to be regarded as advances
- 91.0 Notices of Claims for Additional Payments
- 92.0 Payment of Contractor's bills
- 93.0 Receipt for Payment
- 94.0 Completion Certificate
- 94.1 Application for Completion Certificate
- 94.2 Completion Certificate
- 94.3 Completion Certificate Documents
- 95.0 Final Decision & Final Certificate
- 96.0 Certificate and Payments No evidence of completion
- 97.0 Deduction from Contract Price

#### SECTION-VII (TAXES AND INSURANCE)

- 98.0 Taxes, Duties, Octroi etc.
- 99.0 Sales Tax/Turnover Tax
- 100.0 Statutory Variations
- 101.0 Insurance
- 101.1 General
- i) Employees State Insurance Act
  - ii) Workmen Compensation and Employee's Liability Insurance
  - iii) Accident or injury to workmen
  - iv) Transit Insurance
  - v) Automobile
  - vi) General Liability
  - vii) Any other Insurance required under law or regulations by Employer
- 102.0 Damage to Property or to any Person or any Third Party

#### SECTION-VIII (LABOUR LAWS)

<div><div>पी डी आई एल PDIL</div></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>GENERAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-IV	0	<div></div>
		DOC. NO.	REV.	
		Page 6 of 66		



103.0	Labour laws
104.0	Implementation of Apprentices Act 1961
105.0	Contractor to indemnify the Employer
106.0	Health and Sanitary Arrangement for worker

#### **SECTION-IX (APPLICABLE LAWS AND SETTLEMENT OF DISPUTES)**

107.0	Arbitration
108.0	Jurisdiction

#### **SECTION-X (SAFETY CODES)**

109.0	General
110.0	Safety Regulations
111.0	First Aid and Industrial Injuries
112.0	General Rules
113.0	Contractor's barricades
114.0	Scaffolding
115.0	Excavation and Trenching
116.0	Demolition/General Safety
117.0	Care in Handling Inflammable Gas
118.0	Temporary Combustible Structures
119.0	Precautions Against Fire
120.0	Explosives
121.0	Mines Act
122.0	Preservation of Places
123.0	Outbreak of Infectious diseases
124.0	Use of intoxicants



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 7 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

## General Conditions of Contract

### Section- I. Definitions



#### 1. Definition of Terms:

- 1.1 In this CONTRACT (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
  - 1.1.1 The OWNER/EMPLOYER/COMPANY/TFL means Talcher Fertilizers Ltd. (a joint venture of four major Public Sector Units – M/s GAIL (India) Limited, M/s Rastriya Chemicals & Fertilizers Ltd., M/s Coal India Ltd. and M/s Fertilizers Corporation of India Ltd.) and having its Registered office at Plot 2/H, Kalpana Area, BJB Nagar, Khurda, Bhubaneswar-751 014 and includes its successors and assigns.
  - 1.1.2 The "CONTRACTOR" means the person or the persons, firm or Company or corporation whose tender has been accepted by the EMPLOYER and includes the CONTRACTOR's legal Representatives his successors and permitted assigns.
  - 1.1.3 The ENGINEER/ENGINEER-IN-CHARGE" shall mean the person designated from time to time by the TFL and shall include those who are expressly authorized by him to act for and on his behalf for operation of this CONTRACT.
  - 1.1.4 The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the CONTRACTOR in pursuant to and in accordance with CONTRACT or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the CONTRACT.
  - 1.1.5 The "PERMANENT WORK" means and includes works which will be incorporated in and form a part of the work to be handed over to the EMPLOYER by the CONTRACTOR on completion of the CONTRACT.
  - 1.1.6 "CONSTRUCTION EQUIPMENT" means all appliances/equipment and things whatsoever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated into the WORK, or camping facilities.
  - 1.1.7 "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings, Specification, Schedule of Quantities and Rates, Letter of Acceptance and agreed variations if any, and such other documents constituting the tender and acceptance thereof.
  - 1.1.8 CONSULTANT: means Projects & Development India Ltd. (PDIL) who are the consulting engineer to the Employer for this project and having registered office at PDIL Bhawan, A-14, Sector 1, Noida - 201301 (U.P.)
  - 1.1.9 The "SUB-CONTRACTOR" means any person or firm or Company (other than the CONTRACTOR) to whom any part of the work has been entrusted by the CONTRACTOR, with the written consent of the ENGINEER-IN-CHARGE, and the legal representatives, successors and permitted assigns of such person, firm or company.



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 8 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

- 1.1.10 The "CONTRACT" shall mean the Agreement between the EMPLOYER and the CONTRACTOR for the execution of the works including therein all contract documents.
- 1.1.11 The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the CONTRACT for the work or works, as may be amplified or modified by the TFL or ENGINEER-IN-CHARGE during the performance of CONTRACT in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications including all addenda/corrigenda published before entering into CONTRACT.
- 1.1.12 The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the ENGINEER-IN-CHARGE and such other drawing as may, from time to time, be furnished or approved in writing by the ENGINEER-IN-CHARGE.
- 1.1.13 The "TENDER" means the proposal along with supporting documents submitted by the CONTRACTOR for consideration by the EMPLOYER.
- 1.1.14 The "CHANGE ORDER" means an order given in writing by the ENGINEER-IN-CHARGE to effect additions to or deletion from and alteration in the works.
- 1.1.15 The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the ENGINEER-IN-CHARGE when the works have been completed entirely in accordance with CONTRACT DOCUMENT to his satisfaction.
- 1.1.16 The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provision of the CONTRACT by the CONTRACTOR issued by the ENGINEER-IN- CHARGE/EMPLOYER after the period of liability is over.
- 1.1.17 "DEFECT LIABILITY PERIOD" in relation to a work means the specified period from the date of COMPLETION CERTIFICATE upto the date of issue of FINAL CERTIFICATE during which the CONTRACTOR stands responsible for rectifying all defects that may appear in the works executed by the CONTRACTOR in pursuance of the CONTRACT and includes warranties against Manufacturing/Fabrication/ Erection/Construction defects covering all materials plants, equipment, components, and the like supplied by the CONTRACTOR, works executed against workmanship defects.
- 1.1.18 The "APPOINTING AUTHORITY" for the purpose of arbitration shall be the CHAIRMAN and MANAGING DIRECTOR or any other person so designated by the EMPLOYER.
- 1.1.19 "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.
- 1.1.20 "PLANS" shall mean all maps, sketches and layouts as are incorporated in the CONTRACT in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.
- 1.1.21 "SITE" shall mean the lands and other places on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the EMPLOYER for the purpose of the CONTRACT.



 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 9 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

- 1.1.22 "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.23 "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.
- 1.1.24 "LETTER OF INTENT/FAX OF INTENT" shall mean intimation by a Fax/Letter to Tenderer(s) that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.25 "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.26 "WORKING DAY" means any day which is not declared to be holiday or rest day by the EMPLOYER.
- 1.1.27 "WEEK" means a period of any consecutive seven days.
- 1.1.28 "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.29 "VALUE OF CONTRACT" or "TOTAL CONTRACT PRICE" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the CONTRACT rates as payable to the CONTRACTOR for the entire execution and full completion of the work, including change order.
- 1.1.30 "LANGUAGE FOR DRAWINGS AND INSTRUCTION" All the drawings, titles, notes, instruction, dimensions, etc. shall be in English Language.
- 1.1.31 "MOBILIZATION" shall mean establishment of sufficiently adequate infrastructure by the CONTRACTOR at "SITE" comprising of construction equipments, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and un-skilled workers, who with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. "MOBILISATION" shall be considered to have been achieved, if the CONTRACTOR is able to establish infrastructure as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of ENGINEER-IN-CHARGE/ EMPLOYER.
- 1.1.32 "COMMISSIONING" shall mean pressing into service of the system including the plant(s), equipment(s), vessel(s), pipeline, machinery(ies), or any other section or sub-section of installation(s) pertaining to the work of the CONTRACTOR after successful testing and trial runs of the same.
- "COMMISSIONING" can be either for a completed system or a part of system of a combination of systems or sub-systems and can be performed in any sequence as desired by EMPLOYER and in a manner established to be made suited according to availability of pre-requisites. Any such readjustments made by EMPLOYER in performance of "COMMISSIONING" activity will not be construed to be violating CONTRACT provisions and CONTRACTOR shall be

 <div>पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>GENERAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 10 of 66		

deemed to have provided for the same.

## Section-II General Information

### 2. General Information

2.1 a) Location of Site: The proposed location of Project site is defined in the Special Conditions of Contract.

b) Access by Road: CONTRACTOR, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The CONTRACTOR shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The CONTRACTOR shall also facilitate the construction of the permanent roads should the construction there of start while he is engaged on this work. He shall make allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of the CONTRACTOR shall in no case condone any delay in the execution of WORK nor be the cause for any claim for compensation against the EMPLOYER.

2.2 Scope of Work: The scope of WORK is defined in the Technical Part of the tender document. The CONTRACTOR shall provide all necessary materials, equipment, labour etc. for the execution and maintenance of the WORK till completion unless otherwise mentioned in the Tender Document.



2.3 Water Supply: Contractor will have to make his own arrangements for supply of water to his labour camps and for works. All pumping installations, pipe net work and distribution system will have to be carried out by the Contractor at his own risk and cost.

Alternatively the Employer at his discretion may endeavour to provide water to the Contractor at the Employer's source of supply provided the Contractor makes his own arrangement for the water meter which shall be in custody of the Employer and other pipe net works from source of supply and such distribution pipe network shall have prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction works. In such case, the rate for water shall be deducted from the running account bills.

However, the Employer does not guarantee the supply of water and this does not relieve the Contractor of his responsibility in making his own arrangement and for the timely completion of the various works as stipulated.



#### 2.4 Power Supply:

2.4.1 Subject to availability, EMPLOYER will supply power at 400/440 V at only one point at the nearest sub-station, from where the CONTRACTOR will make his own arrangement for temporary distribution. The point of supply will not be more than 500 m away from the CONTRACTOR'S premises. All the works will be done as per the applicable regulations and passed by the ENGINEER-IN-CHARGE. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the CONTRACTOR will re-route or remove the temporary lines at his own cost. The CONTRACTOR at his cost will also provide suitable electric meters, fuses, switches, etc. for purposes of payment to the EMPLOYER which should be in the custody and control of the EMPLOYER.

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 11 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

The cost of power supply shall be payable to the EMPLOYER every month for Construction Works power which would be deducted from the running account bills. The EMPLOYER shall not, however, guarantee the supply of electricity nor have any liability in respect thereof. No claim for compensation for any failure or short supply of electricity will be admissible.

- 2.4.2 It shall be the responsibility of the CONTRACTOR to provide and maintain the complete installation on the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e., as per the Central/State Electricity Acts and Rules etc. The CONTRACTOR will ensure that his equipment and Electrical Wiring etc., are installed, modified, maintained by a licensed Electrician/Supervisor. A test certificate is to be produced to the ENGINEER-IN-CHARGE for his approval, before power is made available.
- 2.4.3 At all times, IEA regulations shall be followed failing which the EMPLOYER has a right to disconnect the power supply without any reference to the CONTRACTOR. No claim shall be entertained for such disconnection by the ENGINEER-IN-CHARGE. Power supply will be reconnected only after production of fresh certificate from authorized electrical supervisors.
- 2.4.4 The EMPLOYER is not liable for any loss or damage to the CONTRACTOR's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the CONTRACTOR arising therefrom.
- 2.4.5 The CONTRACTOR shall ensure that the Electrical equipment installed by him are such that average power factors does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the EMPLOYER at the penal rate determined by the EMPLOYER for all units consumed during the month.
- 2.4.6 The power supply required for CONTRACTOR's colony near the plant site will be determined by the EMPLOYER and shall be as per State Electricity Board's Rules and other statutory provisions applicable for such installations from time to time. In case of power supply to CONTRACTOR's colony, the power will be made available at a single point and the CONTRACTOR shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules and Acts. The site and colony shall be sufficiently illuminated to avoid accidents.
- 2.4.7 The CONTRACTOR will have to provide and install his own lights and power meters which will be governed as per Central/State Government Electricity Rules. The meters shall be sealed by the EMPLOYER.
- 2.4.8 In case of damage of any of the EMPLOYER's equipment on account of fault, intentional or unintentional on the part of the CONTRACTOR, the EMPLOYER reserves the right to recover the cost of such damage from the CONTRACTOR's bill. Cost of HRC Fuses replaced at the EMPLOYER's terminals due to any fault in the CONTRACTOR's installation shall be to CONTRACTOR's account at the rates decided by the ENGINEER-IN-CHARGE.
- 2.4.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting device approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR. For motors above 100 HP slipring induction motors with suitable starting devices as approved by the ENGINEER- IN-CHARGE shall be provided by the CONTRACTOR.
- 2.4.10 The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installations are approved by the State Electricity Inspector before power

 <div>पी डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>GENERAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 12 of 66		

can be supplied to the EMPLOYER.

2.4.11 The total requirement of power shall be indicated by the tenderer alongwith his tender.

2.5 Land for Contractor's Field Office, Godown and Workshop: The EMPLOYER will, at his own discretion and convenience and for the duration of the execution of the work make available near the site, land for construction of CONTRACTOR's Temporary Field Office, godowns workshops and assembly yard required for the execution of the CONTRACT. The CONTRACTOR shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement and get the same approved by the ENGINEER-IN-CHARGE.

On completion of the works undertaken by the CONTRACTOR, he shall remove all temporary works erected by him and have the SITE cleaned as directed by ENGINEER-IN-CHARGE. If the CONTRACTOR shall fail to comply with these requirements, the ENGINEER-IN-CHARGE may at he expenses of the CONTRACTOR remove such surplus, and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; and CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed off as aforesaid. But the EMPLOYER reserves the right to ask the CONTRACTOR any time during the pendency of the CONTRACT to vacate the land by giving 7 days notice on security reasons or on national interest or otherwise. Rent may be charged for the land so occupied from contractor by the Employer.

The CONTRACTOR shall put up temporary structures as required by them for their office, fabrication shop and construction stores only in the area allocated to them on the project site by the EMPLOYER or his authorized representative. No tea stalls/canteens should be put up or allowed to be put up by any CONTRACTOR in the allotted land or complex area without written permission of the EMPLOYER.

No unauthorized buildings, constructions or structures should be put up by the CONTRACTOR anywhere on the project site.

For uninterrupted fabrication work, the CONTRACTOR shall put up temporary covered structures at his cost within Area in the location allocated to them in the project site by the EMPLOYER or his authorized representative.

No person except for authorized watchman shall be allowed to stay in the plant area/CONTRACTOR's area after completion of the day's job without prior written permission from ENGINEER-IN-CHARGE.

2.6 Land for Residential Accommodation:-No Land shall be made available for residential accommodation for staff and labour of CONTRACTOR.



### **Section-III. General Instructions to Tenderers**

#### **3. Submission of Tender:**

3.1 TENDER must be submitted without making any additions, alterations, and as per details given in other clauses hereunder. The requisite details shall be filled in by the TENDERER at space provided under "Submission of Tender" at the beginning of GCC of Tender Document. The rate shall be filled only in the schedule given in this Tender Document.

3.2 Addenda/ Corrigenda to this Tender Document, if issued, must be signed, submitted along with the Tender Document. the tenderer should write clearly the revised quantities in Schedule of Rates of Tender Document and should price the WORK based on revised quantities when amendments of quantities are issued in addenda.

3.3 Covering letter along with its enclosures accompanying the Tender Document and all

 <div>पी डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>GENERAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 13 of 66		

further correspondence shall be submitted in duplicate.

3.4 Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the Tender Documents and not to stipulate any deviations.

~~3.5 Tenders should always be placed in double sealed covers, super scribing ["QUOTATION DO NOT OPEN" Tender for \_\_\_\_\_ Project of Talcher Fertilizers Ltd. due for opening on \_\_\_\_\_]. The Full Name, Address and Telegraphic Address, Fax No. of the Tenderers shall be written on the bottom left hand corner of the sealed cover.~~

#### 4. Documents:

##### 4.1 General:

The tenders as submitted, will consist of the following:

- i) Complete set of Tender Documents (Original) as sold duly filled in and signed by the tenderer as prescribed in different clauses of the Tender Documents.
- ii) Earnest money in the manner specified in Clause 6 hereof.
- iii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorized representative has signed the tender, as required by Clause 14 hereof.
- iv) Information regarding tenderers in the proforma enclosed.
- v) Details of work of similar type and magnitude carried out by the Tenderer in the proforma provided in the tender document.
- vi) Organization chart giving details of field management at site, the tenderer proposes to have for this job.
- vii) Details of construction plant and equipments available with the tenderer for using in this work.
- viii) Solvency Certificate from Scheduled Bank to prove the financial ability to carry out the work tendered for.
- ix) Latest Balance Sheet and Profit & Loss Account duly audited.
- x) Details of present commitment as per proforma enclosed to tender.
- xi) Data required regarding SUB-CONTRACTOR(s)/ Supplier/ Manufacturers and other technical information the tenderer wish to furnish.
- xii) Provident fund registration certificate
- xiii) List showing all enclosures to tender.

4.2 All pages are to be Initiated: All signatures in Tender Documents shall be dated, as well as, all the pages of all sections of Tender Documents shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the TENDERER or by a person holding power of attorney authorizing him to sign on behalf of the tenderer before submission of tender.

4.3 Rates to be in Figures and Words: The tender should quote in English both in figures as well as in words the rates and amounts tendered by him in the Schedule of Rates of



**GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW  
POWER AND CONSTRUCTION OF 220 KV LILO GIS  
AT TALCHER FERTILISER LIMITED, ODISHA**

**GENERAL CONDITIONS OF CONTRACT**

PC-183/ E/ 4021/ S-IV

0

DOC. NO.

REV.



Page 14 of 66

Tender submitted by the CONTRACTOR for each item and in such a way that interpolation is not possible. The amount for each item should be worked out and entered and requisite total given of all items, both in figures and in words. The tendered amount for the work shall be entered in the tender and duly signed by the Tenderer.

If some discrepancies are found between the RATES in FIGURES and WORDS or the AMOUNT shown in the tender, the following procedure shall be followed:

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods, the rate quoted in words shall be taken as correct.

4.4 Corrections and Erasures: All correction(s) and alteration(s) in the entries of tender paper shall be signed in full by the TENDERER with date. No erasure or over writing is permissible.

4.5 Signature of Tenderer:

4.5.1 The TENDERER shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the TENDERER with his usual signature. Partnership firms shall furnish the full names of all partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorized representatives followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative, and a Power of Attorney in that behalf shall accompany the tender. A copy of the constitution of the firm with names of all partners shall be furnished.



4.5.2 When a tenderer signs a tender in a language other than English, the total amount tendered should, in addition, be written in the same language. The signature should be attested by at least one witness.

4.6 Witness: Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.7 Details of Experience: The tenderer should furnish, along with his tender, details of previous experience in having successfully completed in the recent past works of this nature, together with the names of Employers, location of sites and value of contract, date of commencement and completion of work, delays if any, reasons of delay and other details along with documentary evidence(s).

4.8 Liability of Government of India: It is expressly understood and agreed by and between Bidder or/Contractor and M/s Talcher Fertilizers Ltd., and that M/s Talcher Fertilizers Ltd., is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that M/s Talcher Fertilizers Ltd. is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable Laws of India and general principles of Contract Law. The Bidder/Contractor expressly agrees, acknowledges and understands that M/s Talcher Fertilizers Ltd. is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/Contractor hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims



 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 15 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

against the Government of India arising out of this contract and covenants not to sue to Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

**5. Transfer of Tender Documents:**

5.1 Transfer of Tender Documents purchased by one intending tenderer to another is not permissible.

**6. Earnest Money:**  
**(Clause not applicable for this Tender)**

6.1 The bidder must pay Earnest Money as given in the letter /notice inviting tenders and attach the official receipt with the tender failing which the tender is liable to be rejected and representatives of such tenderers will not be allowed to attend the tender opening. Earnest Money can be paid in Demand Drafts or Bank Guarantee or Banker's Cheque or Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bid guarantee shall be submitted in the prescribed format.

Note: The Bank Guarantee so furnished by the tenderer shall be in the proforma prescribed by the EMPLOYER. No interest shall be paid by the EMPLOYER on the Earnest Money deposited by the tenderer. The Bank Guarantee furnished in lieu of Earnest Money shall be kept valid for a period of "SIX MONTHS" from the date of opening of tender.(TWO MONTHS beyond the bid due date).

The Earnest Money deposited by successful tenderer shall be forfeited if the Contractor fails to furnish the requisite Contract Performance Security as per clause 24 hereof and /or fails to start work within a period of 15 days or fails to execute the AGREEMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender.

Note: The Earnest Money of the unsuccessful bidder will be returned by EMPLOYER/CONSULTANT, directly to the tenderer(s), within a reasonable period of time but not later than 30 days after the expiration of the period of bid validity prescribed by EMPLOYER.



**7 Validity:**

7.1 Tender submitted by tenderers shall remain valid for acceptance for a period of "4 MONTHS" from the date of opening of the tender. The tenderers shall not be entitled during the said period of 4 months, without the consent in writing of the EMPLOYER, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tender revoking or canceling his tender or varying any term in regard thereof without the consent of EMPLOYER in writing, the EMPLOYER shall forfeit Earnest Money paid by him alongwith tender.

**8 Addenda/Corrigenda**



8.1 Addenda/ Corrigenda to the Tender Documents will be issued in duplicate prior to the date of opening of the tenders to clarify documents or to reflect modification in design or CONTRACT terms.

8.2 Each addenda/ corrigendum issued will be issued in duplicate to each person or organization to whom set of Tender Documents has been issued. Recipient will retain tenderer's copy of each Addendum/ Corrigendum and attach original copy duly signed along with his offer. All Addenda/ Corrigenda issued shall become part of Tender Documents.

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 16 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				



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|-----------|--|------|---|
| <b>9</b>  | <b>Right of Employer to Accept or Reject Tender:</b> | 9.1  | <p>The right to accept the tender will rest with the EMPLOYER. The EMPLOYER, however, does not bind himself to accept the lowest tender, and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever. At the option of the Employer, the work for which the tender had been invited, may be awarded to one Contractor or split between more than one bidders, in which case the award will be made for only that part of the work, in respect of which the bid has been accepted. The quoted rates should hold good for such eventualities.</p> <p>Tenders in which any of the particulars and prescribed information are missing or are incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. The Tender containing uncalled for remarks or any additional conditions are liable to be rejected.</p> <p>Canvassing in connection with tenders is strictly prohibited and tenders submitted by the Tenderers who resort to canvassing will be liable to rejection.</p> |
| <b>10</b> | <b>Time Schedule</b>                                 | 10.1 | The WORK shall be executed strictly as per the TIME SCHEDULE specified in TENDER/ CONTRACT Document. The period of construction given in Time Schedule includes the time required for mobilization as well as testing, rectifications if any, retesting and completion in all respects to the entire satisfaction of the ENGINEER-IN- CHARGE.   |
|           |  | 10.2 | A joint program of execution of the WORK will be prepared by the ENGINEER-IN-CHARGE and CONTRACTOR based on priority requirement of this project. This program will take into account the time of completion mentioned in 10.1 above and the time allowed for the priority works by the ENGINEER-IN-CHARGE.   |
|           |  | 10.3 | Monthly/ Weekly construction program will; be drawn up by the ENGINEER-IN-CHARGE jointly with the CONTRACTOR, based on availability of work fronts and the joint construction program as per 10.2 above. The CONTRACTOR shall scrupulously adhere to these targets/ programs by deploying adequate personnel, construction tools and tackles and he shall also supply himself all materials of his scope of supply in good time to achieve the targets/program. In all matters concerning the extent of targets set out in the weekly and monthly programs and the degree of achievements the decision of the ENGINEER-IN-CHARGE will be final and binding on the CONTRACTOR.   |
| <b>11</b> | <b>Tenderer's Responsibility</b>                     | 11.1 | The intending tenderers shall be deemed to have visited the SITE and familiarized submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the DRAWINGS and SPECIFICATIONS or for any delay in performance.  |
| <b>12</b> | <b>Retired Government or Company Officers</b>        | 12.1 | No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the States/ Central Government or of the EMPLOYER is allowed to work as a CONTRACTOR for a period of two years after his retirement from Government Service, or from the employment of the EMPLOYER without the previous permission of the EMPLOYER. The CONTRACT, if awarded, is liable to be cancelled if either the CONTRACTOR or any of his employees is found at any time to be such a person, who has not obtained the permission of the State/ Central Government or of the EMPLOYER as aforesaid before submission of tender, or engagement in the CONTRACTOR'S service as the case may be.   |
| <b>13</b> | <b>Signing of the Contract:</b>                      | 13.1 | The successful tenderer shall be required to execute an AGREEMENT in the proforma attached with TENDER DOCUMENT within 15 days of the receipt by him of the Notification of Acceptance of Tender. In the event of failure on the part   |



 <div>पी डी आई एल PDIL</div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 17 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

of the successful tenderer to sign the AGREEMENT within the above stipulated period, the Earnest Money or his initial deposit will be forfeited and the acceptance of the tender shall be considered as cancelled.

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| <b>14 Field Management &amp; Controlling/Coordinating Authority:</b> | 14.1<br><br>14.2                                     | <p>The field management will be the responsibility of the ENGINEER-IN-CHARGE, who will be nominated by the EMPLOYER. The ENGINEER-IN-CHARGE may also authorize his representatives to assist in performing his duties and functions.</p> <p>The ENGINEER-IN-CHARGE shall coordinate the works of various agencies engaged at site to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the CONTRACTOR to plan and execute the work strictly in accordance with site instructions to avoid hindrance to the work being executed by other agencies.</p>  |
| <b>15 Note to Schedule of Rates:</b>                                 | 15.1<br><br>15.2<br><br>15.3<br><br>15.4<br><br>15.5 | <p>The Schedule of Rates should be read in conjunction with all the other sections of the tender.</p> <p>The tenderer shall be deemed to have studied the DRAWINGS, SPECIFICATIONS and details of work to be done within TIME SCHEDULE and to have acquainted himself of the condition prevailing at site.</p> <p>Rates must be filled in the Schedule of Rates of original Tender Documents. If quoted in separate typed sheets no variation in item description or specification shall be accepted. Any exceptions taken by the tenderer to the Schedule of Rates shall be brought out in the terms and conditions of the offer.</p> <p>The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alteration of the rates quoted and accepted.</p> <p>The EMPLOYER reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.</p>  |
| <b>16 Policy for Tenders Under Consideration:</b>                    | 16.1<br><br>16.2                                     | <p>Only Those Tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Document, shall be considered for evaluation. Such Tenders shall be deemed to be under consideration immediately after opening of Tender and until such time an official intimation of acceptance/ rejection of Tender is made by TFL to the Bidder.</p> <p><u>Zero Deviation:</u> Bidders to note that this is a ZERO DEVIATION TENDER. TFL will appreciate submission of offer based on the terms and conditions in the enclosed General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Instructions to Bidders (ITB), Scope of Work, technical specifications etc. to avoid wastage of time and money in seeking clarifications on technical/ commercial aspects of the offer. Bidder may note that no technical and commercial clarifications will be sought for after the receipt of the bids. In case of any deviation/ nonconformity observed in the bid, it will be liable for rejection.</p> |
| <b>17 Award of Contract:</b>   | 17.1<br><br>17.2                                     | <p>The Acceptance of Tender will be intimated to the successful Tenderer by TFL either by Telex/ Telegram/ Fax or by Letter or like means-defined as LETTER OF ACCEPTANCE OF TENDER.</p> <p>TFL will be the sole judge in the matter of award of CONTRACT and the decision of TFL shall be final and binding.</p>   |
| <b>18 Clarification of Tender Document:</b>                          | 18.1   | <p>The Tender is required to carefully examine the Technical Specifications, Conditions of Contract, Drawings and other details relating to WORK and given in Tender</p>  |

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 18 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

Document and fully inform himself as to all conditions and matters which may in any way affect the WORK or the cost thereof. In case the Tenderer is in doubt about the completeness or correctness of any of the contents of the Tender Documents he should request in writing for an interpretation/ clarification to TFL in triplicate. TFL will then issue interpretation/ clarification to Tenderer in writing. Such clarifications and or interpretations shall form part of the Specifications and Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitations to tender.



- 18.2 Verbal clarification and information given by TFL or its employee(s) or its representatives shall not in any way be binding on TFL.
- 19 Local Conditions:**
- 19.1 It will be imperative on each tenderer to inform himself of all local conditions and factors which may have any effect on the execution of WORK covered under the Tender Document. In their own interest, the tenderer are requested to familiarize themselves with the Indian Income Tax Act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related Acts and Laws and Regulations of India with their latest amendments, as applicable TFL shall not entertain any requests for clarifications from the tenderer regarding such local conditions.
- 19.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the tender. No claim for financial or any other adjustments to VALUE OF CONTRACT, on lack of clarity of such factors shall be entertained.
- 20 Abnormal Rates:**
- 20.1 The tenderer is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and Conditions of Contract. This will avoid loss of profit or gain in case of curtailment or change of specification for any item. In case it is noticed that the rates quoted by the tenderer for any item are unusually high or unusually low, it will be sufficient cause for the rejection of the tender unless the EMPLOYER is convinced about the reasonableness after scrutiny of the analysis for such rate(s) to be furnished by the tenderer (on demand).

#### Section-IV. General Obligations

- 21 Priority of Contract Documents**
- 21.1 Except if and the extent otherwise provided by the Contract, the provisions of the General Conditions of Contract and Special Conditions shall prevail over those of any other documents forming part of the CONTRACT. Several documents forming the CONTRACT are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies the same shall be explained and adjusted by the ENGINEER-IN-CHARGE who shall thereupon issue to the Contractor instructions thereon and in such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows :
- 1) The Contract Agreement ;
  - 2) The Letter of Acceptance;
  - 3) The Instructions to Bidders (ITB);
  - 4) Special Conditions of Contract (SCC);
  - 5) General Conditions of Contract (GCC)
  - 6) Any other document forming part of the Contract.

Works shown in the DRAWING but not mentioned in the SPECIFICATIONS OR described in the SPECIFICATIONS without being shown in the DRAWINGS shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the DRAWINGS and described in the SPECIFICATIONS.

- 21.2 Headings and Marginal Notes: All headings and marginal notes to the clauses of these General Conditions of Contract or to the SPECIFICATIONS or to any other

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 19 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof the CONTRACT.

- 21.3 Singular and Plural: In CONTRACT DOCUMENTS unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.
- 21.4 Interpretation: Words implying 'Persons' shall include relevant 'Corporate Companies / Registered Associations/ Body of Individuals/ Firm of Partnership' as the case may be.
- 22 Special Conditions of Contract:**
- 22.1 Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this CONTRACT wherever the context so requires.
- 22.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.
- 22.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 22.4 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.
- 22.5 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 23 Contractor to obtain his own Information:**
- 23.1 The CONTRACTOR in fixing his rate shall for all purpose whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender and his tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. The correctness of the details, given in the Tender Document to help the CONTRACTOR to make up the tender is not guaranteed.
- The CONTRACTOR shall be deemed to have examined the CONTRACT DOCUMENTS, to have generally obtained his own information in all matters whatsoever that might affect the carrying out of the works at the schedules rates and to have satisfied himself to the sufficiency of his tender. Any error in description of quantity or omission there from shall not vitiate the CONTRACT or release the CONTRACTOR from executing the work comprised in the CONTRACT according to DRAWINGS and SPECIFICATIONS at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the WORKS and the requirements of materials and labour involved etc., and as to what all works he has to complete in accordance with the CONTRACT documents whatever be the defects, omissions or errors that may be found in the DOCUMENTS. The CONTRACTOR shall be deemed to have visited surroundings, to have satisfied himself to the nature of all existing structures, if



**GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW  
POWER AND CONSTRUCTION OF 220 KV LILO GIS  
AT TALCHER FERTILISER LIMITED, ODISHA**

PC-183/ E/ 4021/ S-IV

0

DOC. NO.

REV.



Page 20 of 66

**GENERAL CONDITIONS OF CONTRACT**

any, and also as to the nature and the conditions of the Railways, Roads, Bridges and Culverts, means of transport and communication, whether by land, water or air, and as to possible interruptions thereto and the access and egress from the site, to have made enquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, depots and such other buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil, subsoil water and variations thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting these works. He is deemed to have acquainted himself as to his liability of payment of Government Taxes, Customs duty and other charges, levies etc.

Any neglect or omission or failure on the part of the CONTRACTOR in obtaining necessary and reliable information upon the foregoing or any other matters affecting the CONTRACT shall not relieve him from any risks or liabilities or the entire responsibility from completion of the works at the scheduled rates and times in strict accordance with the CONTRACT.

It is, therefore, expected that should the CONTRACTOR have any doubt as to the meaning of any portion of the CONTRACT DOCUMENT he shall set forth the particulars thereof in writing to EMPLOYER in duplicate, before submission of tender. The EMPLOYER may provide such clarification as may be necessary in writing to CONTRACT, such clarifications as provided by EMPLOYER shall form part of CONTRACT DOCUMENTS.

No verbal agreement or inference from conversation with any effect or employee of the EMPLOYER either before, during or after the execution of the CONTRACT agreement shall in any way affect or modify and of the terms or obligations herein contained.

Any change in layout due to site conditions or technological requirement shall be binding on the CONTRACTOR and no extra claim on this account shall be entertained.



**24 Contract Performance  
Security:**

24.1 The CONTRACTOR shall furnish to the EMPLOYER, within 30 days from the date of notification of award, a security in the sum of 10% of the accepted value of the tender or the actual value of work to be done whichever is applicable due to any additional work or any other reasons, in the form of a Bank draft/Banker's cheque or Bank Guarantee or irrevocable Letter of credit (as per proforma enclosed) as Contract Performance Security with the EMPLOYER which will be refunded after the expiry of DEFECTS LIABILITY PERIOD.

24.2 CONTRACTOR can furnish the Contract Performance Security in the form of Demand Draft or through a Bank Guarantee or through an irrevocable Letter of Credit from any Indian scheduled bank or a branch of an International bank situated in India and registered with Reserve Bank of India as scheduled foreign bank. However, other than the Nationalized Indian Banks, the banks whose BGs are furnished, must be commercial banks having net worth in excess of Rs. 100 crores and a declaration to this effect should be made by such commercial bank either in the bank guarantee itself or separately on a letter head.

The bank guarantee or the Letter of Credit shall be submitted in the prescribed format.

24.3 If the CONTRACTOR/SUB-CONTRACTOR or their employees or the CONTRACTOR's agents and representatives shall damage, break, deface or destroy any property belonging to the EMPLOYER or others during the execution of the CONTRACT, the same shall be made good by the CONTRACTOR at his own expenses and in default thereof, the ENGINEER-IN-CHARGE may cause the

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 21 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

same to be made good by other agencies and recover expenses from the CONTRACTOR (for which the certificate of the ENGINEER- IN-CHARGE shall be final).

- 24.4 All compensation or other sums of money payable by the CONTRACTOR to the EMPLOYER under terms of this CONTRACT may be deducted from or paid by the encashment or sale of a sufficient part of his Contract Performance Security or from any sums which may be due or may become due to the CONTRACTOR by the EMPLOYER of any account whatsoever and in the event of his Contract Performance Security being reduced by reasons of any such deductions or sale of aforesaid, the CONTRACTOR shall within ten days thereafter make good in cash, bank drafts as aforesaid any sum or sums which may have been deducted from or realized by sale of his Contract Performance Security, or any part thereof. No interest shall be payable by the EMPLOYER for sum deposited as Contract Performance Security.
- 24.5 Failure of the successful bidder to comply with the requirements of this Clause shall constitute sufficient grounds for the annulment of the award and the forfeiture of bid security.

## 25 Time of Performance:

### 25.1 Time for Mobilization



The work covered by this CONTRACT shall be commenced within fifteen (15) days, the date of letter/Fax of Intent and be completed in stages on or before the dates as mentioned in the TIME SCHEDULE OF COMPLETION OF WORK. The CONTRACTOR should bear in mind that time is the essence of this agreement. Request for revision of construction time after tenders are opened will not receive consideration. The above period of fifteen (15) days is included within the overall COMPLETION SCHEDULE, not over and above the completion time to any additional work or any other reasons.

### 25.2 Time Schedule of Construction:

- 25.2.1 The general Time Schedule of construction is given in the TENDER DOCUMENT. CONTRACTOR should prepare a detailed monthly or weekly construction program jointly with the ENGINEER-IN-CHARGE within 15 days of receipt of LETTER/FAX OF INTENT or ACCEPTANCE OF TENDER. The WORK shall be executed strictly as per the Time Schedule given in the CONTRACT DOCUMENT. The period of construction given includes the time required for mobilization testing, rectifications, if any, retesting and completion in all respects in accordance with CONTRACT DOCUMENT to the entire satisfaction of the ENGINEER-IN-CHARGE.
- 25.2.2 The CONTRACTOR shall submit a detailed PERT network within the time frame agreed above consisting of adequate number of activities covering various key phases of the WORK such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15) days from the date of LETTER/FAX OF INTENT. This network shall also indicate the interface facilities to be provided by the EMPLOYER and the dates by which such facilities are needed.
- 25.2.3 CONTRACTOR shall discuss the network so submitted with the EMPLOYER and the agreed network which may be in the form as submitted with the EMPLOYER or in revised form in line with the outcome of discussions shall form part of the CONTRACT, to be signed within fifteen (15) days from the date of LETTER OF ACCEPTANCE OF TENDER. During the performance of the CONTRACT, if in the opinion of the EMPLOYER proper progress is not maintained suitable changes shall be made in the CONTRACTOR's operation to ensure proper progress.

The above PERT network shall be reviewed periodically and reports shall be



 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 22 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

submitted by the CONTRACTOR as directed by EMPLOYER.

## 26 Force Majeure:

### 26.1 CONDITIONS FOR FORCE MAJEURES

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the CONTRACT the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by the respective parties.

The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the EMPLOYER and the CONTRACTOR.

Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 72 (Seventy-two) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts.

If deliveries of bought out items and/or works to be executed by the CONTRACTOR are suspended by Force Majeure conditions lasting for more than 2 (two) months the EMPLOYER shall have the option to terminate the CONTRACT or re-negotiate the contract provisions.



### 26.2 OUTBREAK OF WAR

26.2.1 If during the currency of the CONTRACT there shall be an out-break of war whether declared or not, in that part of the World which whether financially or otherwise materially affect the execution of the WORK the CONTRACTOR shall unless and until the CONTRACT is terminated under the provisions in this clause continue to use his best Endeavour to complete the execution of the WORK, provided always that the EMPLOYER shall be entitled, at any time after such out-break of war to terminate or re-negotiate the CONTRACT by giving notice in writing to the CONTRACTOR and upon such notice being given the CONTRACT shall, save as to the rights of the parties under this clause and to the operation of the clauses entitled settlement of Disputes and Arbitration hereof, be terminated but without prejudice to the right of either party in respect of any antecedent breach thereof.

26.2.2 If the CONTRACT shall be terminated under the provisions of the above clause, the CONTRACTOR shall with all reasonable diligence remove from the SITE all the CONTRACTOR's equipment and shall give similar facilities to his SUB-CONTRACTORS to do so.

## 27 Price reduction schedule:

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the stipulated period, then, unless such failure is due to Force Majeure as defined in Clause 26 here above or due to EMPLOYER's defaults, the Total Contract price shall be reduced by ½ % of the total Contract Price per complete week of delay or part thereof subject to a maximum of 5 % of the Total Contract Price, by way of reduction in price for delay and not as penalty. The said amount will be recovered from amount due to the Contractor/ Contractor's Contract Performance Security payable on demand.

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 23 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

The decision of the OWNER in regard to applicability of Price Reduction Schedule shall be final and binding on the CONTRACTOR.

27.2 All sums payable under this clause is the reduction in price due to delay in completion period at the above agreed rate.

27.3 **BONUS FOR EARLY COMPLETION**

**Bonus For Early Completion  
27.3 (\*)**

(Clause not applicable for this  
Tender)

If the Contractor achieves completion of Works in all respect prior to the time schedule stipulated in the SCC, the Employer shall pay to the Contractor the relevant sum, if mentioned specifically in SCC, as bonus for early completion. The bonus for early completion, if provided specifically in SCC, shall be payable to the maximum ceiling of 2 ½ % of the total contract price.

(\*) Partial earlier completion may not always produce net benefits to the Employer, for example where utilization of the completed Works requires (a) the fulfillment of all parts of the Contract (e.g. the training of personnel); or (b) the completion of all Sections (e.g. in pipeline laying, where early completion of the laying of pipeline would not be useful if the compressor is still under installation); or (c) certain seasonal effects to take place (e.g. onset of the rainy season, for impounding a reservoir); or (d) other circumstances. Also a more rapid drawdown of budgeted funds may be required. All such factors should be considered prior to the inclusion of a bonus clause in the Contract.

**28 Rights of the employer to  
forfeit contract performance  
security:**



28.1 Whenever any claim against the CONTRACTOR for the payment of a sum of money arises out or under the CONTRACT, the EMPLOYER shall be entitled to recover such sum by appropriating in part or whole the Contract Performance Security of the CONTRACTOR. In the event of the security being insufficient or if no security has been taken from the CONTRACTOR, then the balance or the total sum recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the CONTRACTOR. The CONTRACTOR shall pay to the EMPLOYER on demand any balance remaining due.

28.2 In case of forfeiture of Contract Performance Security/ Security Deposit, the forfeited amount will be considered inclusive of tax and tax invoice will be issued by TFL. The forfeiture amount will be subject to final decision of TFL based on other terms and conditions of order/ contract.

**29 Failure by the contractor to  
comply with the provisions  
of the contract:**

29.1 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the EMPLOYER at its option by written notice to the CONTRACTOR:

a) **TO DETERMINE THE CONTRACT** in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the EMPLOYER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the EMPLOYER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the EMPLOYER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 24 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

EMPLOYER for any excess cost occasioned by such work having to be so taken over and completed by the EMPLOYER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

b) WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the EMPLOYER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the EMPLOYER.

29.2 In such events of Clause 29.1(a) or (b) above.

a) The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the EMPLOYER to recover from the CONTRACTOR the excess cost referred to in the sub-clause aforesaid, the EMPLOYER shall also have the right of taking possession and utilizing in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

b) The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the EMPLOYER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the EMPLOYER under the terms of the CONTRACT authorized or required to be reserved or retained by the EMPLOYER.

29.3 Before determining the CONTRACT as per Clause 29.1(a) or (b) provided in the judgment of the EMPLOYER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the EMPLOYER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.



29.4 The EMPLOYER shall also have the right to proceed or take action as per 29.1(a) or (b) above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the EMPLOYER to give any prior notice to the CONTRACTOR.

29.5 Termination of the CONTRACT as provided for in sub- clause 29.1(a) above shall not prejudice or affect their rights of the EMPLOYER which may have accrued upto the date of such termination.

**30 Contractor remains liable to pay compensation if action not taken under clause 29:**

30.1 In any case in which any of the powers conferred upon the EMPLOYER BY CLAUSE 29.0 thereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any



 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 25 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the EMPLOYER putting in force the power under above sub-clause (a), (b) or (c) vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the CONTRACTOR's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN-CHARGE as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the CONTRACTOR.

**31 Change in constitution:**

31.1

Where the CONTRACTOR is a partnership firm, the prior approval of the EMPLOYER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 37 hereof and the same action may be taken and the same consequence shall ensue as provided in the said clause.

**32 Termination of contract**

32(A)



**TERMINATION OF CONTRACT FOR DEATH:**

If the CONTRACTOR is an individual or a proprietary concern and the individual or the proprietor dies or if the CONTRACTOR is a partnership concern and one of the partner dies then unless, the EMPLOYER is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing CONTRACT, he (the EMPLOYER) is entitled to cancel the CONTRACT for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased CONTRACTOR and/or to the surviving partners of the CONTRACTOR'S firm on account of the cancellation of CONTRACT. The decision of the EMPLOYER in such assessment shall be final and binding on the parties. In the event of such cancellation, the EMPLOYER shall not hold the estate of the deceased CONTRACTOR and/or the surviving partners of the CONTRACTOR'S firm liable for any damages for non-completion of CONTRACT.

32(B)

**TERMINATION OF CONTRACT IN CASE OF LIQUIDATION / BANKRUPTCY ETC.**

If the Contractor shall dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed of his business or any assets thereof compound with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 26 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

the benefits of its Creditors any of them, EMPLOYER shall be at liberty :-

To terminate the contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to give the Receiver or liquidator or other person, the option of carrying out the contract subject to his providing a guarantee up to an amount to be agreed upon by EMPLOYER for due and faithful performance of the contract.

- 32 (C) In case of termination of CONTRACT herein set forth (under clause 29.0) except under conditions of Force Majeure and termination after expiry of contract, the CONTRACTOR shall be put under holiday [i.e. neither any enquiry will be issued to the party by Talcher Fertilizers Ltd. against any type of tender nor their offer will be considered by TFL against any ongoing tender (s) where contract between TFL and that particular CONTRACTOR (as a bidder) has not been finalized] for three years from the date of termination by Talcher Fertilizers Ltd. to such CONTRACTOR.
- 33 **Members of the employer not individually liable :** 33.1 No Director, or official or employee of the EMPLOYER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the EMPLOYER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.
- 34 **Employer not bound by personal representations:** 34.1 The CONTRACTOR shall not be entitled to any increase on the scheduled rates or any other right or claim whatsoever by reason of any representation, explanation statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.
- 35 **Contractor's office at site:** 35.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications. The CONTRACTOR at all time shall maintain a site instruction book and compliance of these shall be communicated to the ENGINEER-IN CHARGE from time to time and the whole document to be preserved and handed over after completion of works.
- 36 **Contractor's subordinate staff and their conduct** 36.1 The CONTRACTOR, on or after award of the WORK shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipments, materials, if any, shall be issued and instructions for works given. The CONTRACTOR shall also provide to the satisfaction of the ENGINEER-IN-CHARGE sufficient and qualified staff to superintend the execution of the WORK, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the CONTRACT in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the ENGINEER-IN- CHARGE additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on accounts thereof. The CONTRACTOR shall ensure to the satisfaction of the ENGINEER-IN-CHARGE that SUB-CONTRACTORS, if any, shall provide competent and efficient supervision, over the work entrusted to them.
- 36.2 If and whenever any of the CONTRACTOR's or SUB- CONTRACTOR'S agents, sub-agents, assistants, foremen, or other employees shall in the opinion of ENGINEER-IN- CHARGE be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the EMPLOYER or the ENGINEER-IN-CHARGE, it is undesirable



**GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW  
POWER AND CONSTRUCTION OF 220 KV LILO GIS  
AT TALCHER FERTILISER LIMITED, ODISHA**

**GENERAL CONDITIONS OF CONTRACT**

PC-183/ E/ 4021/ S-IV

0

DOC. NO.

REV.

Page 27 of 66



for administrative or any other reason for such person or persons to be employed in the works, the CONTRACTOR, is so directed by the ENGINEER-IN-CHARGE, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the WORKS without the written permission of the ENGINEER-IN-CHARGE. Any person so removed from the WORK shall be immediately re-placed at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

- 36.3 The CONTRACTOR shall be responsible for the proper behavior of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the EMPLOYER of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the ENGINEER-IN-CHARGE upon any matter arising under this clause shall be final. The CONTRACTOR shall be liable for any liability to EMPLOYER on account of deployment of CONTRACTOR's staff etc. or incidental or arising out of the execution of CONTRACT.

The CONTRACTOR shall be liable for all acts or omissions on the part of his staff, Foremen and Workmen and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the CONTRACT.

- 36.4 If and when required by the EMPLOYER and CONTRACTOR's personnel entering upon the EMPLOYER's premises shall be properly identified by badges of a type acceptable to the EMPLOYER which must be worn at all times on EMPLOYER's premises. CONTRACTOR may be required to obtain daily entry passes for his staff/employees from EMPLOYER to work within operating areas. These being safety requirements, no relaxations on this account shall be given to CONTRACTOR.

**37 Sub-letting of works:**



- 37.1 No part of the CONTRACT nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the CONTRACTOR directly or indirectly to any person, firm or corporation whatsoever without the consent in writing, of the ENGINEER/ EMPLOYER except as provided for in the succeeding sub-clause.

i) SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The EMPLOYER may give written consent to Sub- contract for the execution of any part of the WORK at the site, being entered in to by CONTRACTOR provided each individual Sub- contract is submitted to the ENGINEER-IN-CHARGE before being entered into and is approved by him.

ii) LIST OF SUB-CONTRACTORS TO BE SUPPLIED:

At the commencement of every month the CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE list of all SUB-CONTRACTORS or other persons or firms engaged by the

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 28 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

CONTRACTOR and working at the SITE during the previous month with particulars of the general nature of the Subcontract or works done by them.

iii) **CONTRACTOR'S LIABILITY NOT LIMITED BY SUB-CONTRACTORS:**

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the ENGINEER-IN-CHARGE shall have received copies of any Subcontracts, the contractor shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Contract in all respects as if such sub-letting or Subcontracting had not taken place, and as if such work had been done directly by the CONTRACTOR. The CONTRACTOR shall bear all responsibility for any act or omission on the part of sub-contractors in regard to work to be performed under the CONTRACT.

iv) **EMPLOYER MAY TERMINATE SUB-CONTRACTS:**

If any SUB-CONTRACTOR engaged upon the works at the site executes any works which in the opinion of the ENGINEER-IN-CHARGE is not in accordance with the CONTRACT documents, the EMPLOYER may by written notice to the CONTRACTOR request him to terminate such subcontract and the CONTRACTOR upon the receipt of such notice shall terminate such Subcontract and dismiss the SUB-CONTRACTOR(S) and the later shall forthwith leave the works, failing which the EMPLOYER shall have the right to remove such SUB- CONTRACTOR(S) from the site.



v) **NO REMEDY FOR ACTION TAKEN UNDER THIS CLAUSE:**

No action taken by the EMPLOYER under the clause shall relieve the CONTRACTOR of any of his liabilities under the CONTRACT or give rise to any right or compensation, extension of time or otherwise failing which the EMPLOYER shall have the right to remove such SUB-CONTRACTOR(S) from the site.

**38 Power of entry:**

38.1 If the CONTRACTOR shall not commence the WORK in the manner previously described in the CONTRACT documents or if he shall at any time in the opinion of the ENGINEER-IN-CHARGE.

- i) fail to carry out the WORK in conformity with the CONTRACT documents, or
- ii) fail to carry out the WORK in accordance with the Time Schedule, or
- iii) substantially suspend work or the WORK for a period of fourteen days without authority from the ENGINEER-IN-CHARGE, or
- iv) fail to carry out and execute the WORK to the satisfaction of the ENGINEER-IN-CHARGE, or
- v) fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 29 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

- vi) Commit, suffer, or permit any other breach of any of the provisions of the CONTRACT on his part to be performed or observed or persist in any of the above mentioned breaches of the CONTRACT for fourteen days, after notice in writing shall have been given to the CONTRACTOR by the ENGINEER-IN-CHARGE requiring such breach to be remedied, or
- vii) if the CONTRACTOR shall abandon the WORK or
- viii) If the CONTRACTOR during the continuance of the CONTRACT shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction



then in any such case, the EMPLOYER shall have the power to enter upon the WORK and take possession thereof and of the materials, temporary WORK, construction plant, and stock thereon, and to revoke the CONTRACTOR's license to use the same, and to complete the WORK by his agents, other CONTRACTORS or workmen or to relate the same upon any terms and to such other person, firm or corporation as the EMPLOYER in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, CONSTRUCTION PLANT, and stock as aforesaid, without making payment or allowance to the CONTRACTOR for the said materials other than such as may be certified in writing by the ENGINEER-IN-CHARGE to be reasonable, and without making any payment or allowance to the CONTRACTOR for the use of the temporary said works, construction plant and stock or being liable for any loss or damage thereto, and if the EMPLOYER shall by reason of his taking possession of the WORK or of the WORK being completed by other CONTRACTOR (due account being taken of any such extra work or works which may or be omitted) then the amount of such excess as certified by the ENGINEER-IN-CHARGE shall be deducted from any money which may be due for work done by the CONTRACTOR under the CONTRACT and not paid for. Any deficiency shall forthwith be made good and paid to the EMPLOYER by the CONTRACTOR and the EMPLOYER shall have power to sell in such manner and for such price as he may think fit all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

**39 Contractor's responsibility with the mechanical, electrical, intercommunication system, air-conditioning contractors and other agencies:**

39.1

Without repugnance of any other condition, it shall be the responsibility of the CONTRACTOR executing the work of civil construction, to work in close cooperation and coordinate the WORK with the Mechanical, Electrical, Air-conditioning and Intercommunication Contractor's and other agencies or their authorized representatives, in providing the necessary grooves, recesses, cuts and opening etc., in wall, slabs beams and columns etc. and making good the same to the desired finish as per specification, for the placement of electrical, intercommunication cables, conduits, air-conditioning inlets and outlets grills and other equipments etc. where required. For the above said requirements in the false ceiling and other partitions, the CONTRACTOR before starting-up the work shall in consultation with the Electrical, Mechanical, Intercommunication, Air-conditioning contractor and other agencies prepare and put-up a joint scheme, showing the necessary openings, grooves, recesses, cuts, the methods of fixing required for the WORK of the aforesaid, and the finishes therein, to the ENGINEER-IN-CHARGE and get the approval. The CONTRACTOR before finally submitting the scheme to the ENGINEER-IN-CHARGE, shall have the written agreement of the other agencies. The ENGINEER- IN-CHARGE, before



 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 30 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

communicating his approval to the scheme, with any required modification, shall get the final agreement of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

The CONTRACTOR shall confirm in all respects with provision of any statutory regulations, ordinances or byelaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the WORK or any temporary works. The CONTRACTOR shall keep the EMPLOYER indemnified against all penalties and liabilities of every kind, arising out of non- adherence to such stains, ordinances, laws, rules, regulations, etc.

- |    |                             |      |   |
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| 40 | Other agencies at site:     | 40.1 | <p>The CONTRACTOR shall have to execute the WORK in such place and conditions where other agencies will also be engaged for other works such as site grading, filling, and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained due to WORK being executed in the above circumstances.</p>   |
| 41 | Notice:                     | 41.1 | <p><u>TO THE CONTRACTOR:</u></p> <p>Any notice hereunder may be served on the CONTRACTOR or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the CONTRACTOR. Proof of issue of any such notice could be conclusive of the CONTRACTOR having been duly informed of all contents therein.</p>  |
|    |                             | 41.2 | <p><u>TO THE EMPLOYER:</u></p> <p>Any notice to be given to the EMPLOYER under the terms of the CONTRACTOR shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/s Talcher Fertilizers Ltd. addressed to the HEAD/SITE-IN-CHARGE.</p>  |
| 42 | Right of various interests: |      | <p>i) The EMPLOYER reserves the right to distribute the work between more than one agency(ies). The CONTRACTOR shall cooperate and afford other agency(ies) reasonable opportunity for access to the WORK for the carriage and storage of materials and execution of their works.</p> <p>ii) Wherever the work being done by any department of the EMPLOYER or by other agency(ies) employed by the EMPLOYER is contingent upon WORK covered by this CONTRACT, the respective rights of the various interests involved shall be determined by the ENGINEER-IN-CHARGE to secure the completion of the various portions of the work in general harmony.</p>   |
| 43 | Patents and royalties:      | 43.1 | <p>The CONTRACTOR, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this CONTRACT, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials, composition of matters, be used or supplied or methods and processes to be practiced or employed in the performance of this CONTRACT, is covered by a patent under which the CONTRACTOR is not licensed then the CONTRACTOR before supplying or using the equipment, machinery materials, composition method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this CONTRACT. In the event the CONTRACTOR fails to pay any such royalty or obtain any such license, any suit for infringement of such patents which is brought against the CONTRACTOR or the EMPLOYER as a result such failure will be defended by the CONTRACTOR at his own expense and the</p> |



**GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW  
POWER AND CONSTRUCTION OF 220 KV LILO GIS  
AT TALCHER FERTILISER LIMITED, ODISHA**

PC-183/ E/ 4021/ S-IV

0

DOC. NO.

REV.



Page 31 of 66

**GENERAL CONDITIONS OF CONTRACT**

CONTRACTOR will pay any damages and costs awarded in such suit. The CONTRACTOR shall promptly notify the EMPLOYER if the CONTRACTOR has acquired the knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the EMPLOYER of any equipment, machinery, materials, process, methods to be supplied hereunder. The CONTRACTOR agrees to and does hereby grant to EMPLOYER, together with the right to extend the same to any of the subsidiaries of the EMPLOYER as irrevocable, royalty free license to use in any country, any invention made by the CONTRACTOR or his employee in or as result of the performance of the WORK under the CONTRACT.

43.2 All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/ or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the EMPLOYER) shall be borne by the CONTRACTOR.

43.3 The CONTRACTOR shall not sell or otherwise dispose of or remove except for the purpose of this CONTRACT, the sand, stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the WORK or any building or produce upon the site at the time of delivery of the possession thereof, but all such substances, materials, buildings and produce shall be the property of the EMPLOYER provided that the CONTRACTOR may with the permission of the ENGINEER-IN-CHARGE, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the ENGINEER-IN- CHARGE.



43.4 The EMPLOYER shall indemnify and save harmless the CONTRACTOR from any loss on account of claims against CONTRACTOR for the contributory infringement of patent rights arising out and based upon the claim that the use of the EMPLOYER of the process included in the design prepared by the EMPLOYER and used in the operation of the plant infringes on any patent right. With respect to any subcontract entered into by CONTRACTOR pursuant to the provisions of the relevant clause hereof, the CONTRACTOR shall obtain from the SUB-CONTRACTOR an undertaking to provide the EMPLOYER with the same patent protection that CONTRACTOR is required to provide under the provisions of this clause.

**44 Liens:**

44.1 If, at any time there should be evidence or any lien or claim for which the EMPLOYER might have become liable and which is chargeable to the CONTRACTOR, the EMPLOYER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the EMPLOYER against such lien or claim and if such lien or claim be valid, the EMPLOYER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the EMPLOYER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. EMPLOYER reserves the right to do the same.

44.2 The EMPLOYER shall have lien on all materials, equipments including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

44.3 The final payment shall not become due until the CONTRACTOR delivers to the ENGINEER-IN-CHARGE a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the CONTRACTOR in a form approved by ENGINEER-IN-CHARGE that all invoices for labour, materials, services have been paid in lien thereof and if required by the ENGINEER-IN-CHARGE in any case an affidavit that so far as

 <div>पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>GENERAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 32 of 66		

the CONTRACTOR has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

44.4 CONTRACTOR will indemnify and hold the EMPLOYER harmless, for a period of two years after the issue of FINAL CERTIFICATE, from all liens and other encumbrances against the EMPLOYER on account of debts or claims alleged to be due from the CONTRACTOR or his SUB-CONTRACTOR to any person including SUB- CONTRACTOR and on behalf of EMPLOYER will defend at his own expense, any claim or litigation brought against the EMPLOYER or the CONTRACTOR in connection therewith. CONTRACTOR shall defend or contest at his own expense any fresh claim or litigation by any person including his SUB-CONTRACTOR, till its satisfactory settlement even after the expiry of two years from the date of issue of FINAL CERTIFICATE.

**45 Delays by employer or his authorized agents:**

45.1 In case the CONTRACTOR's performance is delayed due to any act or omission on the part of the EMPLOYER or his authorized agents, then the CONTRACTOR shall be given due extension of time for the completion of the WORK, to the extent such omission on the part of the EMPLOYER has caused delay in the CONTRACTOR's performance of his WORK.

45.2 No adjustment in CONTRACT PRICE shall be allowed for reasons of such delays and extensions granted except as provided in TENDER DOCUMENT, where the EMPLOYER reserves the right to seek indulgence of CONTRACTOR to maintain the agreed Time Schedule of Completion.

In such an event the CONTRACTOR shall be obliged for working by CONTRACTOR's personnel for additional time beyond stipulated working hours as also Sundays and Holidays and achieve the completion date/interim targets.

**46 Payment if the contract is terminated:**

46.1 If the CONTRACT shall be terminated as per Tender pursuant to Clause no. 29 of GCC, the CONTRACTOR shall be paid by the EMPLOYER in so far as such amounts or items shall not have already been covered by payments of amounts made to the CONTRACTOR for the WORK executed and accepted by ENGINEER-IN-CHARGE prior to the date of termination at the rates and prices provided for in the CONTRACT and in addition to the following:

a) The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by ENGINEER-IN-CHARGE of any such items or service comprised in which has been partially carried out or performed.



b) Any other expenses which the CONTRACTOR has expended for performing the WORK under the CONTRACT subject to being duly recommended by ENGINEER-IN-CHARGE and approved by EMPLOYER for payment, based on documentary evidence of his having incurred such expenses.

46.2 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the EMPLOYER.

a) Any and all completed works.



b) Such partially completed WORK including drawings, information's and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.



 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 33 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

- 47 No waiver of rights:** 47.1 Neither the inspection by the EMPLOYER or any of their officials, employees, or agents nor any order by the EMPLOYER for payment of money or any payment for or acceptance of the whole or any part of the Work by the EMPLOYER nor any extension of time, nor any possession taken by EMPLOYER shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the EMPLOYER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.
- 48 Certificate not to affect right of employer and liability of contractor:** 48.1 No interim payment certificate(s) issued by the Engineer-in-Charge of the EMPLOYER, nor any sum paid on account by the EMPLOYER, nor any extension of time for execution of the work granted by EMPLOYER shall affect or prejudice the rights of the Employer against the CONTRACTOR or relieve the CONTRACTOR of his obligations for the due performance of the CONTRACT, or be interpreted as approval of the WORK done or of the equipment supplied and no certificate shall create liability for the EMPLOYER to pay for alterations, amendments, variations or additional works not ordered, in writing, by EMPLOYER or discharge the liability of the CONTRACTOR for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the EMPLOYER.
- 49 Language and measures:** 49.1 All documents pertaining to the CONTRACT including Specifications, Schedules, Notices, Correspondence, operating and maintenance Instructions, DRAWINGS, or any other writing shall be written in English language. The Metric System of measurement shall be used in the CONTRACT unless otherwise specified.
- 50 Transfer of title:** 50.1 The title of Ownership of supplies furnished by the CONTRACTOR shall not pass on to the EMPLOYER for all Supplies till the same are finally accepted by the EMPLOYER after the successful completion of PERFORMANCE TEST and GUARANTEE TEST and issue of FINAL CERTIFICATE.
- 50.2 However, the EMPLOYER shall have the lien on all such works performed as soon as any advance or progressive payment is made by the EMPLOYER to the CONTRACTOR and the CONTRACTOR shall not subject these works for use other than those intended under this CONTRACT.
- 51 Release of information:** 51.1 The CONTRACTOR shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs, or other reproduction of the Work under this CONTRACT or description of the site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from the EMPLOYER.
- 52 Brand names:** 52.1 The specific reference in the SPECIFICATIONS and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, TENDERER may offer other similar equipments provided it meets the specified standard design and performance requirements.
- 53 Completion of contract:** 53.1 Unless otherwise terminated under the provisions of any other relevant clause, this CONTRACT shall be deemed to have been completed at the expiration of the PERIOD OF LIABILITY as provided for under the CONTRACT.
- 54 Spares:** 54.1 The CONTRACTOR shall furnish to the EMPLOYER all spares required for COMMISSIONING of the plants, recommendatory and/or mandatory spares, which are required essential by the manufacturer/supplier. The same shall be delivered at SITE, 3(Three) months before COMMISSIONING.

Also the CONTRACTOR should furnish the manufacturing drawings for fast



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 34 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

wearing spares.

- 54.2 The CONTRACTOR guarantees the EMPLOYER that before the manufacturers of the equipments, plants and machineries go out of production of spare parts for the equipment furnished and erected by him, he shall give at least twelve (12) months' advance notice to the EMPLOYER, so that the latter may order his requirement of spares in one lot, if he so desires.



#### **SECTION-V Performance of Work**

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|--|------|--|
| <b>55 Execution of work:</b>                                     | 55.1 | All the Works shall be executed in strict conformity with the provisions of the CONTRACT Documents and with such explanatory detailed drawings, specification and instructions as may be furnished from time to time to the CONTRACTOR by the ENGINEER-IN-CHARGE whether mentioned in the CONTRACT or not. The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER-IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT. |
| <b>56 Co-ordination and inspection of work:</b>                  | 56.1 | The coordination and inspection of the day-to-day work under the CONTRACT shall be the responsibility of the ENGINEER-IN-CHARGE. The written instruction regarding any particular job will normally be passed by the ENGINEER-IN-CHARGE or his authorized representative. A work order book will be maintained by the CONTRACTOR for each sector in which the aforesaid written instructions will be entered. These will be signed by the CONTRACTOR or his authorized representative by way of acknowledgement within 12 hours.   |
| <b>57 Work in monsoon and dewatering:</b>                        | 57.1 | Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon also. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.   |
|  | 57.2 | During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water at his own cost.  |
| <b>58 Work on sundays and holidays:</b>                          | 58.1 | For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the EMPLOYER shall have no liability whatsoever on this account.  |
| <b>59 General conditions for construction and erection work:</b> | 59.1 | The working time at the site of work is 48 hours per week. Overtime work is permitted in cases of need and the EMPLOYER will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the CONTRACTOR should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the EMPLOYER on this account. For carrying out work beyond working hours the CONTRACTOR will approach the ENGINEER-IN-CHARGE or his authorized representative and obtain his prior written permission.  |
|  | 59.2 | The CONTRACTOR must arrange for the placement of workers in such a way   |

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 35 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

that the delayed completion of the WORK or any part thereof for any reason whatsoever will not affect their proper employment. The EMPLOYER will not entertain any claim for idle time payment whatsoever.

- 59.3 The CONTRACTOR shall submit to the EMPLOYER/ ENGINEER-IN-CHARGE reports at regular intervals regarding the state and progress of WORK. The details and proforma of the report will mutually be agreed after the award of CONTRACT. The CONTRACTOR shall provide display boards showing progress and labour strengths at worksite, as directed by the ENGINEER-IN-CHARGE.
- 60 Alterations in specifications, design and extra works:**
- 60.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lumpsum firm price/item rate quoted by him, the EMPLOYER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the EMPLOYER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipments, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.
- In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the EMPLOYER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.
- 60.2 The ENGINEER-IN-CHARGE shall have to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the WORK and the CONTRACTOR shall be bound to carry out the such altered/ extra/ new items of WORK in accordance with any instructions which may be given to him in writing signed by the ENGINEER-IN- CHARGE, and such alterations, omissions, additions or substitutions shall not invalidate the CONTRACT and any altered, additional or substituted work which the CONTRACTOR may be directed to do in the manner above specified as part of the WORK shall be carried out by the CONTRACTOR on the same conditions in all respects on which he agreed to do the main WORK. The time of completion of WORK may be extended for the part of the particular job at the discretion of the ENGINEER-IN- CHARGE, for only such alterations, additions or substitutions of the WORK, as he may consider as just and reasonable. The rates for such additional, altered or substituted WORK under this clause shall be worked out in accordance with the following provisions:-
- I. For Item Rate Contract
- If the rates for the additional, altered or substituted WORK are specified in the CONTRACT for the WORK, the CONTRACTOR is bound to carry on the additional, altered or substituted WORK at the same rates as are specified in the CONTRACT.
  - If the rates for the additional, altered or substituted WORK are not specifically provided in the CONTRACT for the WORK, the rates will be derived from the rates for similar class of WORK as are specified in the CONTRACT for the WORK. The opinion of the ENGINEER-IN- CHARGE, as to whether or not the rates can be reasonably so derived from the items in this CONTRACT will be final and binding on the

 <div>पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>GENERAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 36 of 66		



#### CONTRACTOR.

- c) If the rates for the altered, additional or substituted WORK cannot be determined in the manner specified in sub-clause(s) (a) and (b) above, then the CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN-CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER- IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.
- d) Where the item of work will be executed through nominated specialist agency as approved by the ENGINEER-IN-CHARGE, then the actual amount paid to such nominated agency supported by documentary evidence and as certified by ENGINEER-IN-CHARGE shall be considered plus 10% (ten percent) to cover all contingencies, overhead, profits to arrive at the rates.
- e) Provisions contained in the Sub-clause (a) & (d) above shall, however, not apply for the following:-

Where the value of additions of new items together with the value of alterations, additions/ deletions or substitutions does not exceed by or is not less than plus/minus ()25% of the VALUE OF CONTRACT. The item rates in the Schedule of Rates shall hold good for all such variations between the above mentioned limits, irrespective of any increase/decrease of quantities in the individual items of Schedule of Rates.

Where the value of addition of new items together with the value of alterations, additions/ deletions or substitutions reduces more than 25% of the contract value but is within the following limits the tenderer shall be paid compensation for decrease in the value of work, as follows:

S.No.	Range of Variation	Percentage compensation for decrease in the value of work in the respective range.
a)	Beyond (+) 25% upto & inclusive of (+) 50%	No increase and/ or decrease shall be applicable for the Schedule of Rates (The rates quoted for this increase shall be valid).
b)	Beyond (-) 25% upto & inclusive of (-) 50%	For reduction beyond 25% contractor shall be compensated by an amount equivalent to 10% of the reduction in value of the contract as awarded. For example if the actual contract value is 70% of awarded value then compensation shall be 10% of (75-70) i.e. 0.5% of awarded contract

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 37 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

value.

## II. For Lumpsum Contracts

CONTRACTOR shall, within 7 days of the date of receipt of order to carry out the WORK, inform the ENGINEER-IN- CHARGE of the rates which it is his intention to charge for such class of WORK, supported by analysis of the rate or rates claimed, and the ENGINEER-IN-CHARGE shall determine the rate or rates on the basis of the prevailing market rates, labour cost at schedule of labour rates plus 10% to cover contractor's supervision, overheads and profit and pay the CONTRACTOR accordingly. The opinion of the ENGINEER-IN-CHARGE as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the CONTRACTOR.

### 61 Drawings to be supplied by the employer

- 61.1 The drawings attached with tender are only for the general guidance to the CONTRACTOR to enable him to visualize the type of work contemplated and scope of work involved. The CONTRACTOR will be deemed to have studied the DRAWINGS and formed an idea about the WORK involved.
- 61.2 Detailed working drawings on the basis of which actual execution of the WORK is to proceed, will be furnished from time to time during the progress of the work. The CONTRACTOR shall be deemed to have gone through the DRAWINGS supplied to him thoroughly and carefully and in conjunction with all other connected drawings and bring to the notice of the ENGINEER-IN-CHARGE discrepancies, if any, therein before actually carrying out the Work.
- 61.3 Copies of all detailed working drawings relating to the WORK shall be kept at the CONTRACTOR's office on the site and shall be made available to the ENGINEER-IN- CHARGE at any time during the CONTRACT. The drawings and other documents issued by the EMPLOYER shall be returned to the EMPLOYER on completion of the WORK.

### 62 Drawings to be supplied by the contractor:

- 62.1 The drawings/date which are to be furnished by the CONTRACTOR are enumerated in the special conditions of contract, and shall be furnished within the specified time.
- 62.2 Where approval/review of drawings before manufacture/ construction/fabrication has been specified, it shall be CONTRACTOR's responsibility to have these drawings prepared as per the directions of ENGINEER-IN-CHARGE and got approved before proceeding with manufacture/construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the CONTRACTOR to the satisfaction of ENGINEER-IN-CHARGE at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the CONTRACTOR and ENGINEER-IN-CHARGE.



"Certified true for \_\_\_\_\_ (Name of Work)

Agreement No. \_\_\_\_\_

Signed: \_\_\_\_\_  
(CONTRACTOR) (ENGINEER-IN-CHARGE)



- 62.3 The DRAWINGS submitted by the CONTRACTOR shall be reviewed by the ENGINEER-IN-CHARGE as far as practicable within 3 (Three) weeks and shall be modified by the CONTRACTOR, if any modifications and/or corrections are required by the ENGINEER-IN-CHARGE. The CONTRACTOR shall



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 38 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

incorporate such modifications and/or corrections and submit the final drawings for approval. Any delays arising out of failure by the CONTRACTOR to rectify the drawing in good time shall not alter the Contract Completion Time.

- 62.4 As built drawings showing all corrections, adjustments etc. shall be furnished by the CONTRACTOR in six copies and one transparent for record purposed to the EMPLOYER.
- 63 Setting out works:**
- 63.1 The ENGINEER-IN-CHARGE shall furnish the CONTRACTOR with only the four corners of the Works site and a level bench mark and the CONTRACTOR shall set out the Works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 63.2 The CONTRACTOR shall provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The CONTRACTOR shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and center line marks, either existing or supplied and fixed by the CONTRACTOR. The work shall be set out to the satisfaction of the ENGINEER-IN-CHARGE. The approval there of joining with the CONTRACTOR by the ENGINEER- IN-CHARGE in setting out the work, shall not relieve the CONTRACTOR of any of his responsibility.
- 63.3 Before beginning the Works, the CONTRACTOR shall at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the works in accordance with the schemes for bearing marks acceptable to the ENGINEER-IN-CHARGE. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the ENGINEER-IN-CHARGE in writing but such approval shall not relieve the CONTRACTOR of any of his responsibilities. The CONTRACTOR shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 63.4 Pillars bearing geodetic marks located at the sites of units of WORKS under construction should be protected and fenced by the CONTRACTOR.
- 63.5 On completion of WORK, the CONTRACTOR must submit the geodetic documents according to which the WORK was carried out.
- 64 Responsibility for level and alignment:**
- 64.1 The CONTRACTOR shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the WORK and shall rectify effectively any errors or imperfections therein, such rectifications shall be carried out by the CONTRACTOR, at his own cost, when instructions are issued to that effect by the ENGINEER- IN-CHARGE.
- 65 Materials to be supplied by contractor:**
- 65.1 The CONTRACTOR shall procure and provide within the VALUE OF CONTRACT the whole of the materials required for the construction including steels, cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the WORK except the materials which will be issued by the EMPLOYER and shall make his own arrangement for procuring such materials and for the transport thereof. The EMPLOYER may give necessary recommendation to the respective authority if so desired by the CONTRACTOR but assumes no further responsibility of any nature. The EMPLOYER will insist on the procurement of materials which bear

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 39 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

ISI stamp and/or which are supplied by reputed suppliers.

- 65.2 The CONTRACTOR shall properly store all materials either issued to him or brought by him to the SITE to prevent damages due to rain, wind, direct exposure to sun, etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The CONTRACTOR shall maintain sufficient stocks of all materials required by him.
- 65.3 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the ENGINEER-IN-CHARGE.
- 66 Stores supplied by the employer:**  
(Clause not applicable for this Tender)
- 66.1 If the SPECIFICATION of the WORK provides for the use of any material of special description to be supplied from the EMPLOYER's stores or it is required that the CONTRACTOR shall use certain stores to be provided by the ENGINEER-IN-CHARGE, such materials and stores, and price to be charged there for as hereinafter mentioned being so far as practicable for the convenience of the CONTRACTOR, but not so as in any way to control the meaning or effect of the CONTRACT, the CONTRACTOR shall be bound to purchase and shall be supplied such materials and stores as are from time to time required to be used by him for the purpose of the CONTRACT only. The sums due from the CONTRACTOR for the value of materials supplied by the EMPLOYER will be recovered from the running account bill on the basis of the actual consumption of materials in the works covered and for which the running account bill has been prepared. After the completion of the WORK, however, the CONTRACTOR has to account for the full quantity of materials supplied to him as per relevant clauses in this document.
- 66.2 The value of the stores/materials as may be supplied to the CONTRACTOR by the EMPLOYER will be debited to the CONTRACTOR's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the CONTRACT shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the EMPLOYER's stores. All materials so supplied to the CONTRACTOR shall remain the absolute property of the EMPLOYER and shall not be removed on any account from the SITE of the WORK, and shall be at all times open for inspection to the ENGINEER-IN-CHARGE. Any such materials remaining unused at the time of the completion or termination of the CONTRACT shall be returned to the EMPLOYER's stores or at a place as directed by the ENGINEER-IN-CHARGE in perfectly good condition at CONTRACTOR's cost.
- 67 Conditions for issue of materials:**  
(Clause not applicable for this Tender)
- 67.1 i) Materials specified as to be issued by the EMPLOYER will be supplied to the CONTRACTOR by the EMPLOYER from his stores. It shall be responsibility of the CONTRACTOR to take delivery of the materials and arrange for its loading, transport and unloading at the SITE of WORK at his own cost. The materials shall be issued between the working hours and as per the rules of the EMPLOYER as framed from time to time.
- ii) The CONTRACTOR shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- iii) Materials specified as to be issued by the EMPLOYER shall be issued in standard sizes as obtained from the manufacturers.
- iv) The CONTRACTOR shall construct suitable Godowns at the SITE of WORK for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.



**GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW  
POWER AND CONSTRUCTION OF 220 KV LILO GIS  
AT TALCHER FERTILISER LIMITED, ODISHA**

PC-183/ E/ 4021/ S-IV

0

DOC. NO.

REV.





Page 40 of 66

**GENERAL CONDITIONS OF CONTRACT**

- v) It shall be duty of the CONTRACTOR to inspect the materials supplied to him at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the EMPLOYER, it shall be the responsibility of the CONTRACTOR to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the instructions of the ENGINEER-IN-CHARGE.
- vi) The EMPLOYER shall not be liable for delay in supply or non-supply of any materials which the EMPLOYER has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the EMPLOYER. In no case, the CONTRACTOR shall be entitled to claim any compensation or loss suffered by him on this account.
- vii) It shall be responsibility of the CONTRACTOR to arrange in time all materials required for the WORK other than those to be supplied by the EMPLOYER. If, however, in the opinion of the ENGINEER-IN-CHARGE the execution of the WORK is likely to be delayed due to the CONTRACTOR's inability to make arrangements for supply of materials which normally he has to arrange for, the ENGINEER-IN-CHARGE shall have the right at his own discretion to issue such materials, if available with the EMPLOYER or procure the materials from the market or as elsewhere and the CONTRACTOR will be bound to take such materials at the rates decided by the ENGINEER-IN-CHARGE. This, however, does not in any way absolve the CONTRACTOR from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the WORK.
- viii) None of the materials supplied to the CONTRACTOR will be utilized by the CONTRACTOR for manufacturing item which can be obtained as supplied from standard manufacturer in finished form.
- ix) The CONTRACTOR shall, if desired by the ENGINEER-IN-CHARGE, be required to execute an Indemnity Bond in the prescribed form for safe custody and accounting of all materials issued by the EMPLOYER.
- x) The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE sufficiently in advance a statement showing his requirement of the quantities of the materials to be supplied by the EMPLOYER and the time when the same will be required by him for the works, so as to enable the ENGINEER-IN-CHARGE to make necessary arrangements for procurement and supply of the material.
- xi) Account of the materials issued by the EMPLOYER shall be maintained by CONTRACTOR indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the ENGINEER-IN-CHARGE along with all connected papers viz. requisitions, issues, etc., and shall be always available for inspection in the CONTRACTOR's office at SITE.
- xii) The CONTRACTOR should see that only the required quantities of materials are got issued. The CONTRACTOR shall not be entitled to cartage and incidental charges for returning the surplus materials, if any,





 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 41 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

to the stores wherefrom they were issued or to the place as directed by the ENGINEER-IN-CHARGE.

xiii) Materials/ Equipment(s) supplied by EMPLOYER shall not be utilized for any purpose(s) than issued for.

- |    |  |      |   |
|----|--|------|---|
| 68 | <b>Material procured with assistance of employer/ return of surplus:</b><br><br><u>(Clause not applicable for this Tender)</u> | 68.1 | <p>Notwithstanding anything contained to the contrary in any or all the clauses of this CONTRACT where any materials for the execution of the CONTRACT are procured with the assistance of the EMPLOYER either by issue from EMPLOYER's stock or purchases made under order or permits or licenses issued by Government, the CONTRACTOR shall hold the said materials as trustee for the EMPLOYER and use such materials economically and solely for the purpose of the CONTRACT and not dispose them off without the permission of the EMPLOYER and return, if required by the ENGINEER-IN-CHARGE, shall determine having due regard to the condition of the materials. The price allowed to the CONTRACTOR, however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the ENGINEER-IN-CHARGE shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the CONTRACTOR shall, in terms of the licenses or permits and/or criminal breach of trust, be liable to compensate the EMPLOYER at double rate or any higher rate, in the event of those materials at that time having higher rate or not being available in the market, then any other rate to be determined by the ENGINEER-IN-CHARGE and his decision shall be final and conclusive.</p> |
| 69 | <b>Materials obtained from dismantling:</b>  | 69.1 | <p>If the CONTRACTOR in the course of execution of the WORK is called upon to dismantle any part for reasons other than those stipulated in Clauses 74 and 77 hereunder, the materials obtained in the WORK of dismantling etc., will be considered as the EMPLOYER's property and will be disposed off to the best advantage of the EMPLOYER.</p>  |
| 70 | <b>Articles of value found:</b>  | 70.1 | <p>All gold, silver and other minerals of any description and all precious stones, coins, treasure relics, antiquities and other similar things which shall be found in, under or upon the SITE, shall be the property of the EMPLOYER and the CONTRACTOR shall duly preserve the same to the satisfaction of the ENGINEER-IN-CHARGE and shall from time to time deliver the same to such person or persons indicated by the EMPLOYER.</p>  |
| 71 | <b>Discrepancies between instructions:</b>   | 71.1 | <p>Should any discrepancy occur between the various instructions furnished to the CONTRACTOR, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the CONTRACTOR's staff and the ENGINEER-IN-CHARGE's staff, the CONTRACTOR shall refer the matter immediately in writing to the ENGINEER-IN-CHARGE whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.</p>  |
| 72 | <b>Action where no specification is issued:</b>  | 72.1 | <p>In case of any class of WORK for which there is no SPECIFICATION supplied by the EMPLOYER as mentioned in the Tender Documents such WORK shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the WORK should be carried out as per standard Engineering Practice subject to the approval of the ENGINEER-IN-CHARGE.</p>  |
| 73 | <b>Inspection of works:</b>  | 73.1 | <p>The ENGINEER-IN-CHARGE will have full power and authority to inspect the WORK at any time wherever in progress either on the SITE or at the CONTRACTOR's premises/workshops wherever situated, premises/ workshops of any person, firm or corporation where WORK in connection with the CONTRACT may be in hand or where materials are being or are to be supplied,</p>  |

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 42 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

and the CONTRACTOR shall afford or procure for the ENGINEER-IN-CHARGE every facility and assistance to carry out such inspection. The CONTRACTOR shall, at all time during the usual working hours and at all other time at which reasonable notice of the intention of the ENGINEER-IN-CHARGE or his representative to visit the WORK shall have been given to the CONTRACTOR, either himself be present or receive orders and instructions, or have a responsible agent duly accredited in writing, present for the purpose. Orders given to the CONTRACTOR's agent shall be considered to have the same force as if they had been given to the CONTRACTOR himself. The CONTRACTOR shall give not less than seven days notice in writing to the ENGINEER-IN-CHARGE before covering up or otherwise placing beyond reach of inspection and measurement of any work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at CONTRACTOR's expense for carrying out such measurement or inspection.

73.2 No material shall be dispatched from the CONTRACTOR's stores before obtaining the approval in writing of the Engineer-in-Charge.

The CONTRACTOR is to provide at all time during the progress of the WORK and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the WORK by the ENGINEER- IN-CHARGE.

73.3 The CONTRACTOR shall make available to the ENGINEER-IN- CHARGE free of cost all necessary instruments and assistance in checking or setting out of WORK and in the checking of any WORK made by the CONTRACTOR for the purpose of setting out and taking measurements of WORK.

#### **74 Tests for quality of work:**



74.1 All workmanship shall be of the respective kinds described in the CONTRACT DOCUMENTS and in accordance with the instructions of the ENGINEER-IN-CHARGE and shall be subjected from time to time to such test at CONTRACTOR's cost as the ENGINEER-IN-CHARGE may direct at the place of manufacture or fabrication or on the site or at all or any such places. The CONTRACTOR shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the ENGINEER-IN-CHARGE.

74.2 All the tests that will be necessary in connection with the execution of the WORK as decided by the ENGINEER- IN-CHARGE shall be carried out at the field testing laboratory of the EMPLOYER by paying the charges as decided by the EMPLOYER from time to time. In case of non- availability of testing facility with the EMPLOYER, the required test shall be carried out at the cost of CONTRACTOR at Government or any other testing laboratory as directed by ENGINEER-IN-CHARGE.



74.3 If any tests are required to be carried out in conjunction with the WORK or materials or workmanship not supplied by the CONTRACTOR, such tests shall be carried out by the CONTRACTOR as per instructions of ENGINEER-IN-CHARGE and cost of such tests shall be reimbursed by the EMPLOYER.

#### **75 Samples for approval:**

75.1 The CONTRACTOR shall furnish to the ENGINEER-IN-CHARGE for approval, when requested or if required by the specifications, adequate samples of all materials and finished to be used in the WORK. Such samples shall be submitted before the WORK is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual WORK shall be fully equal to the approved samples.

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 43 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

<b>76</b>	<b>Action and compensation in case of bad work:</b>	76.1	<p>If it shall appear to the ENGINEER-IN-CHARGE that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the CONTRACTOR for the execution of the WORK are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the CONTRACT, the CONTRACTOR shall on demand in writing from the ENGINEER-IN-CHARGE or his authorized representative specifying the WORK, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the WORK so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the ENGINEER-IN-CHARGE in his demand aforesaid, the CONTRACTOR shall be liable to pay compensation at the rate of 1% (One percent) of the estimated cost of the whole WORK, for every week limited to a maximum of 10% (ten percent) of the value of the whole WORK, while his failure to do so shall continue and in the case of any such failure the ENGINEER-IN-CHARGE may on expiry of notice period rectify or remove and re-execute the WORK or remove and replaced with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the CONTRACTOR. The decision of the Engineering-in-charge as to any question arising under this clause shall be final and conclusive.</p>
<b>77</b>	<b>Suspension of works:</b>	77.1	<p>i) Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.</p> <p>ii) In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.</p>
<b>78</b>	<b>Employer may do part of work:</b>	78.1	<p>Upon failure of the CONTRACTOR to comply with any instructions given in accordance with the provisions of this CONTRACT the EMPLOYER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipments and materials on such parts of the WORK, as the EMPLOYER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the EMPLOYER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the EMPLOYER.</p>
<b>79</b>	<b>Possession prior to completion:</b>	79.1	<p>The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.</p>

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 44 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

**80 (Defects liability period)  
twelve months period of  
liability from the date of  
issue of completion  
certificate:**

80.1 The CONTRACTOR shall guarantee the installation/WORK for a period of 12 months from the date of completion of WORK as certified by the ENGINEER-IN-CHARGE which is indicated in the Completion Certificate. Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by him or in the workmanship, shall be rectified or replaced by the CONTRACTOR at his own expense as deemed necessary by the ENGINEER-IN-CHARGE or in default, the ENGINEER- IN-CHARGE may carry out such works by other work and deduct actual cost incurred towards labour, supervision and materials consumables or otherwise plus 100% towards overheads (of which the certificate of ENGINEER-IN-CHARGE shall be final) from any sums that may then be or at any time thereafter, become due to the CONTRACTOR or from his Contract Performance Security, or the proceeds of sale thereof or a sufficient part on thereof.

80.2 If the CONTRACTOR feels that any variation in WORK or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the ENGINEER- IN-CHARGE in writing.

If during the period of liability any portion of the WORK/equipment, is found defective and is rectified/ replaced, the period of liability for such equipment/ portion of WORK shall be operative from the date such rectification/ replacement are carried out and Contract Performance Guarantee shall be furnished separately for the extended period of liability for that portion of WORK/ equipment only. Notwithstanding the above provisions the supplier's, guarantees/warranties for the replaced equipment shall also be passed on to the EMPLOYER.

80.3 **LIMITATION OF LIABILITY**

Notwithstanding anything contrary contained herein, the aggregate total liability of CONTRACTOR under the Agreement or otherwise shall be limited to 100% of Agreement / Contract Value. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.



**81 Care of works:**

81.0 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEER-IN-CHARGE's instructions.

81.1 **DEFECTS PRIOR TO TAKING OVER:**

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- a) Decide that any works done or materials used by the CONTRACTOR or by any SUB-CONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfill the requirements of CONTRACT (all such matters being hereinafter, called 'Defects' in this clause), and
- b) As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 45 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

In case CONTRACTOR shall fail to do so, the EMPLOYER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the EMPLOYER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance there of provided in clause 80.1 of General Conditions of Contract) and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the EMPLOYER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the EMPLOYER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, not withstanding date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of WORK.

#### 81.2 DEFECTS AFTER TAKING OVER:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally one month. If any defect be not remedied within a reasonable time, the EMPLOYER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the EMPLOYER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the EMPLOYER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

#### 82 **Guarantee/transfer of guarantee:**



82.1 For works like water-proofing, acid and alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the CONTRACTOR shall invariably engage SUB-CONTRACTORS who are specialists in the field and firms of repute and such a SUB-CONTRACTOR shall furnish guarantees for their workmanship to the EMPLOYER, through the CONTRACTOR. In case such a SUB-CONTRACTOR/ firm is not prepared to furnish a guarantee to the EMPLOYER, the CONTRACTOR shall give that guarantee to the EMPLOYER directly.

#### 83 **Training of employer's personnel:**

(Clause not applicable)

83.1 The CONTRACTOR undertakes to provide training to Engineering personnel selected and sent by the EMPLOYER at the works of the CONTRACTOR without any cost to the EMPLOYER. The period and the nature of training for the individual personnel shall be agreed upon mutually between the CONTRACTOR



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 46 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

and the EMPLOYER. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/ or in their collaborator's works and where possible, in any other plant where equipment manufactured by the CONTRACTOR or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the CONTRACTOR. EMPLOYER shall bear only the to and fro fare of the said engineering personnel.

**84 Replacement of defective parts and materials:**

84.1 If during the progress of the WORK, EMPLOYER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipments up to the standards of the specifications. In case the CONTRACTOR fails to do so, EMPLOYER may on giving the CONTRACTOR 7 (seven) day's notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipments provided that nothing in the clause shall be deemed to deprive the EMPLOYER of or affect any rights under the CONTRACT, the EMPLOYER may otherwise have in respect of such defects and deficiencies.



84.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the EMPLOYER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between the price paid by the EMPLOYER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the EMPLOYER to the CONTRACTOR in respect of such defective plant. Should the EMPLOYER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the EMPLOYER under the CONTRACT for such defective plant.

**85 Indemnity**

85.1 If any action is brought before a Court, Tribunal or any other Authority against the Employer or an officer or agent of the EMPLOYER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB- CONTRACTOR's, or in connection with any claim based on lawful demands of SUB-CONTRACTOR's workmen suppliers or employees, the CONTRACTOR, shall in such cases indemnify and keep the EMPLOYER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

**86 Construction aids, equipments, tools & tackles:**

86.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that EMPLOYER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipments so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Tenderer in his own interest may contact, for any clarifications in the matter, concerned

 <div>पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>GENERAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 47 of 66		

agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

#### SECTION-VI Certificates and Payments

##### 87 Schedule of rates and payments:

##### 87.1 i) CONTRACTOR'S REMUNERATION:

The price to be paid by the EMPLOYER to CONTRACTOR for the whole of the WORK to be done and for the performance of all the obligations undertaken by the CONTRACTOR under the CONTRACT DOCUMENTS shall be ascertained by the application of the respective Schedule of Rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with the succeeding sub-clause of this clause) and payment to be made accordingly for the WORK actually executed and approved by the ENGINEER-IN-CHARGE. The sum so ascertained shall (excepting only as and to the extent expressly provided herein) constitute the sole and inclusive remuneration of the CONTRACTOR under the CONTRACT and no further or other payment whatsoever shall be or become due or payable to the CONTRACTOR under the CONTRACT.



##### ii) SCHEDULE OF RATES TO BE INCLUSIVE:

The prices/rates quoted by the CONTRACTOR shall remain firm till the issue of FINAL CERTIFICATE and shall not be subject to escalation. Schedule of Rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handing over the WORK to the EMPLOYER by the CONTRACTOR. The CONTRACTOR shall be deemed to have known the nature, scope, magnitude and the extent of the WORK and materials required though the CONTRACT DOCUMENT may not fully and precisely furnish them. Tenderer's shall make such provision in the Schedule of Rates as he may consider necessary to cover the cost of such items of WORK and materials as may be reasonable and necessary to complete the WORK. The opinion of the ENGINEER-IN-CHARGE as to the items of WORK which are necessary and reasonable for COMPLETION OF WORK shall be final and binding on the CONTRACTOR, although the same may not be shown on or described specifically in CONTRACT DOCUMENTS.

Generality of this present provision shall not be deemed to cut down or limit in any way because in certain cases it may and in other cases it may not be expressly stated that the CONTRACTOR shall do or perform a work or supply articles or perform services at his own cost or without addition of payment or without extra charge or words to the same effect or that it may be stated or not stated that the same are included in and covered by the Schedule of Rates.

##### iii) SCHEDULE OF RATES TO COVER CONSTRUCTION EQUIPMENTS, MATERIALS, LABOUR ETC.:

Without in any way limiting the provisions of the preceding sub-clause the Schedule of Rates shall be deemed to include and cover the cost of all construction equipment, temporary WORK (except as provided for herein), pumps, materials, labour, insurance, fuel, consumables, stores and appliances to be supplied by the CONTRACTOR and all other matters in connection with each item in the Schedule of Rates and the execution of the WORK or any portion thereof finished, complete in

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 48 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

every respect and maintained as shown or described in the CONTRACT DOCUMENTS or as may be ordered in writing during the continuance of the CONTRACT.

iv) SCHEDULE OF RATES TO COVER ROYALTIES, RENTS AND CLAIMS:

The Schedule of Rates (i.e., VALUE OF CONTRACT) shall be deemed to include and cover the cost of all royalties and fees for the articles and processes, protected by letters, patent or otherwise incorporated in or used in connection with the WORK, also all royalties, rents and other payments in connection with obtaining materials of whatsoever kind for the WORK and shall include an indemnity to the EMPLOYER which the CONTRACTOR hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the WORK of any such articles, processes or materials, octroi or other municipal or local Board Charges, if levied on materials, equipment or machineries to be brought to site for use on WORK shall be borne by the CONTRACTOR.

v) SCHEDULE OF RATES TO COVER TAXES AND DUTIES:

No exemption or reduction of Customs Duties, Excise Duties, Sales Tax, Sales Tax on works Contract quay or any port dues, transport charges, stamp duties or Central or State Government or local Body or Municipal Taxes or duties, taxes or charges (from or of any other body), whatsoever, will be granted or obtained, all of which expenses shall be deemed to be included in and covered by the Schedule or Rates. The CONTRACTOR shall also obtain and pay for all permits or other privileges necessary to complete the WORK.

vi) SCHEDULE OF RATES TO COVER RISKS OF DELAY:



The Schedule of Rates shall be deemed to include and cover the risk of all possibilities of delay and interference with the CONTRACTOR's conduct of WORK which occur from any causes including orders of the EMPLOYER in the exercise of his power and on account of extension of time granted due to various reasons and for all other possible or probable causes of delay.

vii) SCHEDULE OF RATES CANNOT BE ALTERED:

For WORK under unit rate basis, no alteration will be allowed in the Schedule of Rates by reason of works or any part of them being modified, altered, extended, diminished or committed. The Schedule of Rates are fully inclusive of rates which have been fixed by the CONTRACTOR and agreed to by the EMPLOYER and cannot be altered.

For lumpsum CONTRACTS, the payment will be made according to the WORK actually carried out, for which purpose an item wise, or work wise Schedule of Rates shall be furnished, suitable for evaluating the value of WORK done and preparing running account bill. Payment for any additional work which is not covered in the Schedule of Rates, shall only be released on issuance of change order.



	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 49 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

**progress:**

Following procedures shall be adopted for billing of works executed by the CONTRACTOR.

- 88.1.1 All measurements shall be recorded in sixuplicate on standard measurement sheets supplied by EMPLOYER and submitted to EMPLOYER/CONSULTANT for scrutiny and passing.
- 88.1.2 EMPLOYER/CONSULTANT shall scrutinize and check the measurements recorded on the sheets and shall certify correctness of the same on the measurement sheets.
- 88.1.3 ENGINEER-IN-CHARGE shall pass the bills after carrying out the comprehensive checks in accordance with the terms and conditions of the CONTRACTS, within 7 days of submission of the bills, complete in all respects and send the same to the Employer to effect payment to the CONTRACTOR.
- 88.1.4 TFL shall make all Endeavour to make payments of undisputed amount of the bills submitted based on the joint measurements within 15 (Fifteen) days from the date of certification by the Engineer-in-Charge.
- 88.1.5 Measurements shall be recorded as per the methods of measurement spelt out in EMPLOYER/CONSULTANT SPECIFICATIONS / CONTRACT DOCUMENT. EMPLOYER/CONSULTANT shall be fully responsible for checking the measurements quantitatively and qualitatively as recorded in the Measurement Books/ Bills.
- 88.1.6 While preparing the final bills overall measurements will not be taken again. Only volume of work executed since the last measured bill along with summary of final measurements will be considered for the final bill. However, a detailed check shall be made as to missing measurements and in case there are any missing items or measurements the same shall be recorded.
- 88.2 SECURED ADVANCE ON MATERIAL:
- Unless otherwise provided elsewhere in the tender, no 'Secured Advance' on security of materials brought to site for execution of contracted items(s) shall be paid to the Contractor whatsoever.
- 88.3 DISPUTE IN MODE OF MEASUREMENT:
- In case of any dispute as to the mode of measurement not covered by the CONTRACT to be adopted for any item of WORK, mode of measurement as per latest Indian Standard Specifications shall be followed.
- 88.4 ROUNDING OF AMOUNTS:
- In calculating the amount of each item due to the CONTRACTOR in every certificate prepared for payment, sum of less than 50 paise shall be omitted and the total amount on each certificate shall be rounded off to the nearest rupees, i.e., sum of less than 50 paise shall be omitted and sums of 50 paise and more upto one rupee shall be reckoned as one rupee.

**89 Lumpsum in tender:**

- 89.1 The payment against any Lumpsum item shall be made only on completion of that item as per the provision of the CONTRACT after certification by ENGINEER-IN-CHARGE.

**90 Running account payments to be regarded as advance:**

- 90.1 All running account payments shall be regarded as payment by way of advance against the final payment only and not as payments for WORK actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or



**GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW  
POWER AND CONSTRUCTION OF 220 KV LILO GIS  
AT TALCHER FERTILISER LIMITED, ODISHA**

PC-183/ E/ 4021/ S-IV

0

DOC. NO.

REV.



Page 50 of 66

**GENERAL CONDITIONS OF CONTRACT**

unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due performance of the CONTRACT, or any part thereof, in this respect, or of the accruing of any claim by the CONTRACTOR, nor shall it conclude, determine or affect in any way the powers of the EMPLOYER under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise, or in any other way vary or affect the CONTRACT. The final bill shall be submitted by the CONTRACTOR within one month of the date of physical completion of the WORK, otherwise, the ENGINEER-IN-CHARGE's certificate of the measurement and of total amount payable for the WORK accordingly shall be final and binding on all parties

**91 Notice of claims for  
additional payments:**

91.1

Should the CONTRACTOR consider that he is entitled to any extra payment for any extra/additional WORKS or MATERIAL change in original SPECIFICATIONS carried out by him in respect of WORK he shall forthwith give notice in writing to the ENGINEER-IN-CHARGE that he claims extra payment. Such notice shall be given to the ENGINEER-IN-CHARGE upon which CONTRACTOR bases such claims and such notice shall contain full particulars of the nature of such claim with full details of amount claimed. Irrespective of any provision in the CONTRACT to the contrary, the CONTRACTOR must intimate his intention to lodge claim on the EMPLOYER within 10 (ten) days of the commencement of happening of the event and quantify the claim within 30 (thirty) days, failing which the CONTRACTOR will lose his right to claim any compensation/reimbursement/damages etc. or refer the matter to arbitration. Failure on the part of CONTRACTOR to put forward any claim without the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by EMPLOYER to reject any such claim and no delay in dealing therewith shall be waiver by EMPLOYER of any of this rights in respect thereof.



91.2

ENGINEER-IN-CHARGE shall review such claims within a reasonably period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However, CONTRACTOR shall be obliged to carry on with the WORK during the period in which his claims are under consideration by the EMPLOYER, irrespective of the outcome of such claims, where additional payments for WORKS considered extra are justifiable in accordance with the CONTRACT provisions, EMPLOYER shall arrange to release the same in the same manner as for normal WORK payments. Such of the extra works so admitted by EMPLOYER shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the CONTRACT. The rates for extra works shall generally be the unit rates provided for in the CONTRACT. In the event unit rates for extra works so executed are not available as per CONTRACT, payments may either be released on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply, or on the unit rate for WORK executed shall be derived by interpolation/extrapolation of unit rates already existing in the CONTRACT. In all the matters pertaining to applicability of rate and admittance of otherwise of an extra work claim of CONTRACTOR the decision of ENGINEER-IN-CHARGE shall be final and binding.

**92 Payment of contractor's bill:**

92.1

No payment shall be made for works estimated to cost less than Rs.10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs.10,000/-, that CONTRACTOR on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the ENGINEER-IN-CHARGE, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the CONTRACTOR. This payment will be made after making necessary corrections/deductions as stipulated

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV		0	
		DOC. NO.		REV.	
		Page 51 of 66			
<b>GENERAL CONDITIONS OF CONTRACT</b>					

elsewhere in the CONTRACT DOCUMENT for materials, Contract Performance Security, taxes etc.

92.2 Payment due to the CONTRACTOR shall be made by the EMPLOYER by Account Payee cheque forwarding the same to registered office or the notified office of the CONTRACTOR. In no case will EMPLOYER be responsible if the cheque is mislaid or misappropriated by unauthorized person/persons. In all cases, the CONTRACTOR shall present his bill duly pre-receipted on proper revenue stamp payment shall be made in Indian Currency.

92.3 In general payment of final bill shall be made to CONTRACTOR within 60 days of the submission of bill on joint measurements, after completion of all the obligations under the CONTRACT.

**93 Receipt for payment:**

93.1 Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the CONTRACTOR, except when the CONTRACTOR's are described in their tender as a limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

**94 Completion certificate:**

94.1 APPLICATION FOR COMPLETION CERTIFICATE:

When the CONTRACTOR fulfils his obligation under Clause 81.1 he shall be eligible to apply for COMPLETION CERTIFICATE.



The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

94.2 COMPLETION CERTIFICATE:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the EMPLOYER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

 <div>पी डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>GENERAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 52 of 66		

94.3 COMPLETION CERTIFICATE DOCUMENTS:

For the purpose of Clause 94.0 the following documents will be deemed to form the completion documents:

- i) The technical documents according to which the WORK was carried out.
- ii) Six (6) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE.
- iii) COMPLETION CERTIFICATE for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various WORKS.
- vi) Material appropriation, Statement for the materials issued by the EMPLOYER for the WORK and list of surplus materials returned to the EMPLOYER's store duly supported by necessary documents.

**95 Final decision and final certificate:**

95.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly maintained by the CONTRACTOR during monsoon or such period as hereinbefore provided in Clause 80 & 81 and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN- CHARGE shall (without prejudice to the rights of the EMPLOYER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the EMPLOYER.

**96 Certificate and payments on evidence of completion:**

96.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the EMPLOYER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.



**97 Deductions from the contract price:**

97.1 All costs, damages or expenses which EMPLOYER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the EMPLOYER. All such claims shall be billed by the EMPLOYER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the EMPLOYER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the EMPLOYER of such claims.

**SECTION-VII Taxes and Insurance**

**98 Taxes, Duties, Octroi etc:**

98.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties, including Excise duty, octroi etc. now or hereafter imposed, increased, modified, all the sales taxes, duties, octrois

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 53 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

etc. now in force and hereafter increased, imposed or modified, from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance of all SUB-CONTRACTORS, with all applicable Central, State, Municipal and local law and regulation and requirement of any Central, State or local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason or any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, suits or proceedings that may be brought against the EMPLOYER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

Tax deductions will be made as per the rules and regulations in force in accordance with acts prevailing from time to time.

**99 Sales tax/turnover tax:** 99.1 Tenderer should quote all inclusive prices including the liability of Sales Tax/Turnover Tax whether on the works contract as a whole or in respect of bought out components used by the CONTRACTOR in execution of the CONTRACT. EMPLOYER shall not be responsible for any such liability of the CONTRACTOR in respect of this CONTRACT.

**100 Statutory variations** 100.1 Tenderer should quote prices inclusive of excise-duty and sales tax applicable on finished product. Any statutory variations in Excise Duty and sales tax on finished product during the contractual completion period, shall be to the Employer's account for which the Contractor will furnish documentary evidence(s) in support of their claims to TFL. However, any increase in the rate of these taxes and duties (E.D. and S.T.) beyond the contractual completion period shall be to Contractor's account and any decrease shall be passed on to TFL.



**101 Insurance:** 101.1 GENERAL

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the EMPLOYER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of EMPLOYER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the EMPLOYER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under CONTRACT.

Any loss or damage to the equipment, during ocean transportation, port/custom clearance, inland and port handling, inland transportation, storage, erection and commissioning till such time the WORK is taken over by EMPLOYER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the EMPLOYER with a copy of all insurance policies and



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 54 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the EMPLOYER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the EMPLOYER at least 60(Sixty) days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

Statutory clearances, if any, in respect of foreign supply required for the purpose of replacement of equipment lost in transit and/or during erection, shall be made available by the EMPLOYER. CONTRACTOR shall, however, be responsible for obtaining requisite licenses, port clearances and other formalities relating to such import. The risks that are to be covered under the insurance shall include, but not be limited to the loss or damage in handling, transit, theft, pilferage, riot, civil commotion, weather conditions, accidents of all kinds, fire, war risk (during ocean transportation only) etc. The scope of such insurance shall cover the entire value of supplies of equipments, plants and materials to be imported from time to time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the EMPLOYER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies, including marine Insurance during ocean transportation.

i) **EMPLOYEES STATE INSURANCE ACT:**

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold EMPLOYER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the EMPLOYER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB-CONTRACTOR's employees, who are employed in the WORK provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employees Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB-CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUB- CONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or



**GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW  
POWER AND CONSTRUCTION OF 220 KV LILO GIS  
AT TALCHER FERTILISER LIMITED, ODISHA**

**GENERAL CONDITIONS OF CONTRACT**

PC-183/ E/ 4021/ S-IV

0

DOC. NO.

REV.

Page 55 of 66



maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The EMPLOYER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

ii) WORKMEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

Insurance shall be effected for all the CONTRACTOR's employees engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and employer's liability insurance for the later's employees if such employees are not covered under the CONTRACTOR's Insurance.

iii) ACCIDENT OR INJURY TO WORKMEN:

The EMPLOYER shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any SUB-CONTRACTOR save and except an accident or injury resulting from any act or default of the EMPLOYER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv) TRANSIT INSURANCE

In respect of all items to be transported by the CONTRACTOR to the SITE of WORK, the cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.



V) COMPREHENSIVE AUTOMOBILE INSURANCE

This insurance shall be in such a form as to protect the Contractor against all claims for injuries, disability, disease and death to members of public including EMPLOYER's men and damage to the property of others arising from the use of motor vehicles during on or off the 'site' operations, irrespective of the Employership of such vehicles.

VI) COMPREHENSIVE GENERAL LIABILITY INSURANCE

a) This insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractor's or from riots, strikes and civil commotion.

b) Contractor shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 56 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

- c) The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the Contractor) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Rs. 2 lakhs per death, Rs. 1.5 lakhs per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the Purchaser. However, third party risk shall be maximum to Rs. 10(ten) lakhs to death.
- d) The Contractor shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipments and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.
- e) The Contractor shall take out insurance policy in the joint name of EMPLOYER and Contractor from one or more nationalized insurance company from any branch office at Project site.
- f) Any such insurance requirements as are hereby established as the minimum policies and coverage which Contractor must secure and keep in force must be complied with, Contractor shall at all times be free to obtain additional or increased coverage at Contractor's sole expenses.

vii) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY EMPLOYER:

CONTRACTOR shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to EMPLOYER. He shall also carry and maintain any other insurance which may be required by the EMPLOYER.

**102 Damage to Property or to any Person or any Third Party**



102.1 i)

CONTRACTOR shall be responsible for making good to the satisfaction of the EMPLOYER any loss or any damage to structures and properties belonging to the EMPLOYER or being executed or procured or being procured by the EMPLOYER or of other agencies within in the premises of all the work of the EMPLOYER, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB-CONTRACTORS.

ii)

The CONTRACTOR shall take sufficient care in moving his plants, equipments and materials from one place to another so that they do not cause any damage to any person or to the property of the EMPLOYER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the EMPLOYER or of a third party during the movement of the aforesaid plant, equipment or



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 57 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				



materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the EMPLOYER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One lakh for single accident and limited to Rupees Ten lakhs.

- iii) The CONTRACTOR shall indemnify and keep the EMPLOYER harmless of all claims for damages to property other than EMPLOYER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or willful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

#### **SECTION-VIII Labour Laws**

##### **103 Labour laws:**

- 103.1 i) No labour below the age of 18 (eighteen) years shall be employed on the WORK.
- ii) The CONTRACTOR shall not pay less than what is provided under law to labourers engaged by him on the WORK.
- iii) The CONTRACTOR shall at his expense comply with all labour laws and keep the EMPLOYER indemnified in respect thereof.
- iv) The CONTRACTOR shall pay equal wages for men and women in accordance with applicable labour laws.
- v) If the CONTRACTOR is covered under the Contract labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the WORK under the CONTRACT. Such fee/deposit shall be borne by the CONTRACTOR.
- vi) The CONTRACTOR shall employ labour in sufficient numbers either directly or through SUB- CONTRACTOR's to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the CONTRACT and to the satisfaction of the ENGINEER-IN-CHARGE.
- vii) The CONTRACTOR shall furnish to the ENGINEER-IN- CHARGE the distribution return of the number and description, by trades of the work people employed on the works. The CONTRACTOR shall also submit on the 4th and 19th of every month to the ENGINEER-IN-CHARGE a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 on Rules made there under and the amount paid to them.
- viii) The CONTRACTOR shall comply with the provisions of the payment of Wage Act 1936, Employee Provident Fund Act 1952, Minimum Wages Act 1948. Employers Liability Act 1938. Workmen's Compensation Act 1923, Industrial Disputes Act 1947, the Maternity

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 58 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

Benefit Act 1961 and Contract Labour Regulation and Abolition Act 1970, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.



- ix) The ENGINEER-IN-CHARGE shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the money due to the CONTRACTOR any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- x) The CONTRACTOR shall indemnify the EMPLOYER against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his SUB-CONTRACTOR's. In the event of the CONTRACTOR committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/ Register/ Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the CONTRACTOR shall without prejudice to any other liability pay to the EMPLOYER a sum not exceeding Rs.50.00 as Liquidated Damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the ENGINEER-IN- CHARGE and in the event of the CONTRACTOR's default continuing in this respect, the Liquidated Damages may be enhanced to Rs.50.00 per day for each day of default subject to a maximum of one percent of the estimated cost of the WORK put to tender. The ENGINEER-IN-CHARGE shall deduct such amount from bills or Contract Performance Security of the CONTRACTOR and credit the same to the Welfare Fund constitute under these acts. The decision of the ENGINEER-IN-CHARGE in this respect shall be final and binding.

**104 Implementation of apprentices act, 1961:** 104.1

The CONTRACTOR shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of the CONTRACT and the ENGINEER-IN-CHARGE may, at his discretion, cancel the CONTRACT. The CONTRACTOR shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions, of the Act.

**105 Contractor to indemnify the employer:** 105.1 i)

The CONTRACTOR shall indemnify the EMPLOYER and every member, office and employee of the EMPLOYER, also the ENGINEER-IN-CHARGE and his staff against all actions, proceedings, claims, demands, costs and expenses whatsoever arising out of or in connection with the matters referred to in Clause 102.0 and elsewhere and all actions, proceedings, claims, demands, costs and expenses which may be made against the EMPLOYER for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of or arising out of any failure by the CONTRACTOR in the performance of his obligations under the CONTRACT DOCUMENT. The EMPLOYER shall not be liable for or in respect of any demand or compensation

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 59 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

payable by law in respect or in consequence of any accident or injury to any workmen or other person. In the employment of the CONTRACTOR or his SUB-CONTRACTOR the CONTRACTOR shall indemnify and keep indemnified the EMPLOYER against all such damages and compensations and against all claims, damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

ii) **PAYMENT OF CLAIMS AND DAMAGES:**

Should the EMPLOYER have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the EMPLOYER shall be charged to and paid by the CONTRACTOR and the CONTRACTOR shall not be at liberty to dispute or question the right of the EMPLOYER to make such payments notwithstanding the same, may have been made without the consent or authority or in law or otherwise to the contrary.

iii) In every case in which by virtue of the provisions of Section 12, Sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workmen Compensation Act or any other Act, the EMPLOYER is obliged to pay compensation to a workman employed by the CONTRACTOR in execution of the WORK, the EMPLOYER will recover from the CONTRACTOR the amount of the compensation so paid, and without prejudice to the rights of EMPLOYER under Section 12, Sub- section (2) of the said act, EMPLOYER shall be at liberty to recover such amount or any part thereof by deducting it from the Contract Performance Security or from any sum due to the CONTRACTOR whether under this CONTRACT or otherwise. The EMPLOYER shall not be bound to contest any claim made under Section 12, Sub-section (i) of the said act, except on the written request of the CONTRACTOR and upon his giving to the EMPLOYER full security for all costs for which the EMPLOYER might become liable in consequence of contesting such claim.

**106 Health and sanitary arrangements for workers:**



- 106.1 In respect of all labour directly or indirectly employed in the WORKS for the performance of the CONTRACTOR's part of this agreement, the CONTRACTOR shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the EMPLOYER from time to time for the protection of health and sanitary arrangements for all workers.
- 106.2 The CONTRACTOR shall provide in the labour colony all amenities such as electricity, water and other sanitary and health arrangements. The CONTRACTOR shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

**SECTION-IX Applicable Laws and Settlement of Disputes**

**107 Arbitration:**

- 107.1 Unless otherwise specified, the matters where decision of the Engineer-in-Charge is deemed to be final and binding as provided in the Agreement and the issues/disputes which cannot be mutually resolved within a reasonable time, all disputes shall be referred to arbitration by Sole Arbitrator.

The Employer [Talcher Fertilizers Ltd.] shall suggest a panel of three independent and distinguished persons to the bidder/contractor/supplier/buyer (as the case may be) to select any one among them to act as the Sole Arbitrator.

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 60 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

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

The award of sole arbitrator shall be final and binding on the parties and unless directed/awarded otherwise by the sole arbitrator, the cost of arbitration proceedings shall be shared equally by the parties. The Arbitration proceedings shall be in English language and venue shall be New Delhi, India.

Subject to the above, the provisions of (Indian) Arbitration & Conciliation ACT 1996 and the Rules framed there under shall be applicable. All matter relating to this contract are subject to the exclusive jurisdiction of the court situated in the state of Delhi.

Bidders/suppliers/contractors may please note that the Arbitration & Conciliation Act 1996 was enacted by the Indian Parliament and is based on United Nations Commission on International Trade Law (UNCITRAL model law), which were prepared after extensive consultation with Arbitral Institutions and centers of International Commercial Arbitration. The United Nations General Assembly vide resolution 31/98 adopted the UNCITRAL Arbitration rules on 15 December 1976.

107.2 FOR THE SETTLEMENT OF DISPUTES BETWEEN GOVERNMENT DEPARTMENT AND ANOTHER AND ONE GOVERNMENT DEPARTMENT AND PUBLIC ENTERPRISE AND ONE PUBLIC ENTERPRISE AND ANOTHER THE ARBITRATION SHALL BE AS FOLLOWS:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th December 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration Act 1940 (10 of 1940) shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon parties to the dispute. Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively.



**108 Jurisdiction:**

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at DELHI for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at DELHI only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

**SECTION-X Safety Codes**

**109 General:**



109.1 CONTRACTOR shall adhere to safe construction practice and guard against hazardous, and unsafe working conditions and shall comply with EMPLOYER's safety rules as set forth herein. Prior to start of construction, CONTRACTOR will

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 61 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

be furnished copies of EMPLOYER's "Safety Code" for information and guidance, if it has been prepared.

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| <b>110 Safety regulations:</b>                | 110.1 | i) In respect of all labour, directly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes of C.P.W.D., Indian Standards Institution. The Electricity Act, The Mines Act and such other acts as applicable.   |
|   |       | ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of the EMPLOYER. Before starting construction work CONTRACTOR shall consult with EMPLOYER's safety Engineers or ENGINEER- IN-CHARGE and must make good to the satisfaction of the EMPLOYER any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the EMPLOYER's existing property. |
| <b>111 First aid and industrial injuries:</b> | 111.0 | i) CONTRACTOR shall maintain first aid facilities for its employees and those of its SUB-CONTRACTOR.  |
|   |       | ii) CONTRACTOR shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to EMPLOYER prior to start of construction and their telephone numbers shall be prominently posted in CONTRACTOR's field office.  |
|   |       | iii) All critical industrial injuries shall be reported promptly to EMPLOYER, and a copy of CONTRACTOR's report covering each personal injury requiring the attention of a physician shall be furnished to the EMPLOYER.  |
| <b>112 General rules:</b>                     | 112.0 | Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.  |
| <b>113 Contractor's barricades:.</b>          | 113.0 | i) CONTRACTOR shall erect and maintain barricades required in connection with his operation to guard or protect:-   |
|   |       | a) Excavations  |
|   |       | b) Hoisting Areas.  |
|   |       | c) Areas adjudged hazardous by CONTRACTOR's or EMPLOYER's inspectors.   |
|   |       | d) EMPLOYER's existing property subject to damage by CONTRACTOR's Operations.   |
|   |       | e) Rail Road unloading spots.   |
|   |       | ii) CONTRACTOR's employees and those of his SUB-CONTRACTOR's shall become acquainted with EMPLOYER's barricading practice and shall respect the provisions thereof.   |
|   |       | iii) Barricades and hazardous areas adjacent to, but not located in normal routes of travel shall be marked by red flasher lanterns at nights.  |
| <b>114 Scaffolding:</b>                       | 114.1 | i) Suitable scaffolding should be provided for workmen for all works that   |



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 62 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).

- ii) Scaffolding or staging more than 4 metres above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- iii) Working platform, gangway and stairway should be so constructed that they should not sag unduly or unequally and if the height of platform of the gangway or the stairway is more than 4 metres above the ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as in ii) above.
- iv) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum heights shall be 1 metre.
- v) Safe-means of access shall be provided to all working platforms and other working places, every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 metres in length. For longer ladder this width should be increased 5mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed to cause danger or inconvenience to any person or public. The CONTRACTOR shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceeding to any such person or which may with the consent of the CONTRACTOR be paid to compromise any claim by any such person.

**115 Excavation and trenching:** 115.1 All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.

Ladder shall be extended from bottom of the trenches to atleast 1 metre above the surface of the ground. The sides of the trenches which are 1.5M in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

**116 Demolition/general safety:** 116.1 i) Before any demolition work is commenced and also during the progress of the demolition work



**GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW  
POWER AND CONSTRUCTION OF 220 KV LILO GIS  
AT TALCHER FERTILISER LIMITED, ODISHA**

**GENERAL CONDITIONS OF CONTRACT**

PC-183/ E/ 4021/ S-IV

0



DOC. NO.

REV.

Page 63 of 66





- a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
- c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- ii) All necessary personal safety equipment as considered adequate by the ENGINEER-IN-CHARGE, should be kept available for the use of the persons employed on the SITE and maintained in condition suitable for immediate use, and the CONTRACTOR shall take adequate steps to ensure proper use of equipment by those concerned.
- a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- b) Those engaged in white washing and mixing or stacking or cement bags or any material which are injurious to the eyes be provided with protective goggles.
- c) Those engaged in welding and cutting works shall be provided with protective face & eye shield, hand gloves, etc.
- d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- e) When workers are employed in sewers and manholes, which are in use, the CONTRACTOR shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
- f) The CONTRACTOR shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
  - 1) No paint containing lead or lead product shall be used except in the form of paste or readymade paint.
  - 2) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - 3) Overalls shall be supplied by the CONTRACTOR to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV		0	
		DOC. NO.		REV.	
		Page 64 of 66			
<b>GENERAL CONDITIONS OF CONTRACT</b>					

- iii) When the work is done near any place where there is risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:
  - a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
  - b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, winch or give signals to the operator.
  - d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable and the same shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond safe working load except for the purpose of testing.
  - e) In case of departmental machine, the safe working load shall be notified by the ENGINEER- IN-CHARGE. As regards CONTRACTOR's machines, the CONTRACTOR shall notify the safe working load of the machine to the ENGINEER-IN-CHARGE whenever he brings any machinery to SITE of WORK and get it verified by the Engineer concerned.
- v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load, adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
- vi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.



<div><div>पी डी आई एल <b>PDIL</b></div></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>GENERAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-IV	0	<div></div>
		DOC. NO.	REV.	
		Page 65 of 66		



vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the CONTRACTOR.

viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the CONTRACTOR shall be open to inspection by the Welfare Officer, ENGINEER-IN-CHARGE or safety Engineer of the Administration or their representatives.

ix) Notwithstanding the above clauses there is nothing in these to exempt the CONTRACTOR for the operations of any other Act or rules in force in the Republic of India. The work throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpath at the site or in the vicinity thereto or any existing works whether the property of the Administration or of a third party.

In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. Safety code and Indian Standard Safety Code from time to time.

<b>117 Care in handling inflammable gas:</b>	117.1	The CONTRACTOR has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/inflammable liquids/paints etc. as required under the law and/or as advised by the fire Authorities of the EMPLOYER
<b>118 Temporary combustible structures:</b>	118.1	Temporary combustible structures will not be built near or around work site.
<b>119 Precautions against fire:</b>	119.1	The CONTRACTOR will have to provide Fire Extinguishers, Fire Buckets and drums at worksite as recommended by ENGINEER-IN-CHARGE. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by ENGINEER-IN-CHARGE. Temporary combustible structures will not be built near or around the work-site.
<b>120 Explosives:</b>	120.1	Explosives shall not be stored or used on the WORK or on the SITE by the CONTRACTOR without the permission of the ENGINEER-IN-CHARGE in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the WORK they will be stored in a special magazine to be provided at the cost of the CONTRACTOR in accordance with the Explosives Rules. The CONTRACTOR shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the CONTRACTOR and the CONTRACTOR shall indemnify the EMPLOYER against any loss or damage resulting directly or indirectly therefrom.
<b>121 Mines act:</b>	121.1	<b>SAFETY CODE:</b> The CONTRACTOR shall at his own expense arrange for the safety provisions as required by the ENGINEER-IN-CHARGE in respect of all labour directly employed for performance of the WORKS and shall provide all facilities in connection therewith. In case the CONTRACTOR fails to make arrangements and provides necessary facilities as aforesaid, the ENGINEER-IN-CHARGE shall be entitled to do so and recover the costs thereof from the

 <div>पी डी आई एल <b>PDIL</b></div>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>	PC-183/ E/ 4021/ S-IV	0	
		DOC. NO.	REV.	
		Page 66 of 66		
<b>GENERAL CONDITIONS OF CONTRACT</b>				

CONTRACTOR.

- 121.2 Failure to comply with Safety Code or the provisions relating to report on accidents and to grant of maternity benefits to female workers shall make the CONTRACTOR liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the ENGINEER-IN-CHARGE in such matters based on reports from the Inspecting Officer or from representatives of ENGINEER-IN-CHARGE shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the CONTRACTOR from all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof the time being in force and any Rules and Regulations made there under in respect of all the persons employed by him under this CONTRACT and shall indemnify the EMPLOYER from and against any claim under the Mines Act or the rules and regulations framed there under by or on behalf of any persons employed by him or otherwise.
- 122 Preservation of place:** 122.1 The CONTRACTOR shall take requisite precautions and use his best endeavors to prevent any riotous or unlawful behavior by or amongst his worker and others employed or the works and for the preservation of peace and protection of the inhabitants and security of property in the neighborhood of the WORK. In the event of the EMPLOYER requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the CONTRACTOR and if paid by the EMPLOYER shall be recoverable from the CONTRACTOR.
- 123 Outbreak of infectious diseases:** 123.1 The CONTRACTOR shall remove from his camp such labour and their facilities who refuse protective inoculation and vaccination when called upon to do so by the ENGINEER-IN-CHARGE's representative. Should Cholera, Plague or other infectious diseases break out the CONTRACTOR shall burn the huts, beddings, clothes and other belongings or used by the infected parties and promptly erect new huts on healthy sites as required by the ENGINEER-IN-CHARGE failing which within the time specified in the Engineer's requisition, the work may be done by the EMPLOYER and the cost thereof recovered from the CONTRACTOR.
- 124 Use of intoxicants:** 124.1 The unauthorized sale of spirits or other intoxicants, beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of the CONTRACTOR or any of his employee is forbidden and the CONTRACTOR shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.
- In addition to the above, the CONTRACTOR shall abide by the safety code provision as per C.P.W.D. safety code and Indian Standard Code framed from time to time.

## **STANDARD CONDITIONS OF SCC: PART I**

### **Compliances under various Labour Laws**

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Specific attention of the Contractor is drawn to the following obligations amongst others:

1. **The Minimum Wages Act, 1948, Payment of Wages Act, 1936 and Payment of Bonus Act 1965 or The Code on Wages, 2019 (after it comes into force)**

#### **1.1. Minimum Wages:**

- a. During the tenure of the contract, the Contractor must ensure the payment of minimum wages, as notified by the Central Government or State Government whichever is higher, as per the provisions of the Minimum Wages Act, 1948 / Code on Wages, 2019 (after it comes into force).
- b. **Wage period and monthly wages:** Wage period shall be monthly and wages for a month shall be calculated by multiplying daily rate of Minimum Wages by 26. The monthly wages include the wages of the weekly days of rest as applicable to the office/establishment of TFL. Deduction in case of any days of absence other than weekly days of rest shall be calculated using the following formula:

**Deduction for absence = days of absence x (monthly wages / number of days in the relevant month)**

However, in case the resource has worked for less than 7 working days in a particular month, the payment of wages is to be made as per the actual number of days worked based on notified wage rate per day.

#### ***Illustration I (05 days per week working pattern):***

Sl. No.	Month	Nos. of days in the month	Nos. of weekly off	Nos. of days absence	Nos. of days present	Daily wage as notified	Monthly wage	Deduction	Wage to paid
1	Feb.	28	8	2	18	603	15678	1119.86	14558.14
2	March	31	10	5	16	603	15678	2528.71	13149.29
3	April	30	8	10	12	603	15678	5226	10452.00
4	May	31	10	-	4	603	2412	0	2412.00

**Illustration II (06 days per week working pattern):**

Sl. No.	Month	Nos. of days in the month	Nos. of weekly off	Nos. of days absence	Nos. of days present	Daily wage as notified	Monthly wage	Deduction	Wage to paid
1	Feb.	28	4	2	22	603	15678	1119.86	14558.14
2	March	31	5	5	21	603	15678	2528.71	13149.29
3	April	30	4	10	16	603	15678	5226	10452.00
4	May	31	5	-	4	603	2412	0	2412.00

**1.2. Payment of Wages:**

The Contractor shall disburse monthly wages **through e-banking / digital mode through cashless transaction only**, and avoid illegitimate deductions and maintain records /returns as prescribed. The Contractor shall be solely responsible for the payment of wages and other dues to the resources, if any, deployed by him latest by 7<sup>th</sup> day of the subsequent month as per the provisions of the Payment of Wages Act, 1936 / as applicable under Code on Wages, 2019 (after it comes into force) in the presence of Engineer In-charge (EIC) or authorized representative of TFL. After disbursement of wages, the representative of the Contractor and EIC/ authorised representative of TFL have to certify the payment of wages to the resources and sign the Wage Register - Form B (under The Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017) / FORM-I of Code on Wages, 2019 (after it comes into force) with specific seal detailing name/designation/Company.

**1.3. Payment of Bonus:**

Contractor shall ensure payment of bonus as per the provisions of the Payment of Bonus Act, 1965 / Code on Wages, 2019 (after it comes into force). Present minimum rate of payment of Bonus as per the Payment of Bonus Act, 1965 is 8.33% of minimum wages per month or 8.33% of Rs.7,000/- per month whichever is higher. The rate shall be subject to amendments made from time to time to the legislation.

Payment of Bonus / ex-gratia (if Bonus is not applicable) shall be made preferably before Deepawali festival falling after the end of relevant financial year(s) and the balance payment at the time of closure of contract.

The amount towards the payment of bonus/ex-gratia shall be released / reimbursed to the contractor, after submission of proof of payment.

**2. Leaves/ Leave with wages/ Holiday:**

The Contractor shall comply with all the applicable leave Rules including leave with wages in terms of applicable labour legislations i.e. Factories Act, 1948 / Shops & Establishment Act/ Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965.

The Contractor shall extend the leave with wages and maintain the Register of Leave pertaining to the resource deployed. The payment towards un-availed leave, as per the Factories Act, 1948

/ Shops & Establishment Act, shall be settled with the resource at the time of closure of the contract or separation of resource from the contract by the contractor.

- i. As per the **Factories Act, 1948 (if applicable)**:-Annual Leave with Wages @ 01 day for every 20 days of work performed by him in the previous calendar year becomes due.
- ii. As per the **Shops & Establishment Act (if applicable)** : Privilege Leave not less than 15 days and Sickness/Casual Leave not less than 12 days ( this provision may vary from state to state).
- iii. As per the **Industrial Establishment (national & festival holidays, casual & sick leave) Act, 1965 (if applicable)**: (a) three national holidays of one whole day each on the 26<sup>th</sup> January, 15<sup>th</sup> August and 2<sup>nd</sup> October (b) five other holidays on any of the festivals specified in the - Schedule appended to this Act. (c) Every worker shall in each calendar year, be allowed by the employer 07 casual leave and 14 sick leave in such manner and on such conditions as may be prescribed (This provision may vary from state to state).

### **3. The Employees' Provident Fund & Miscellaneous Provisions Act 1952**

- a) The Contractor shall have independent PF code no. with the RPFC as required under the Employees' PF & Misc. Provisions Act, 1952.
- b) The Contractor has to ensure compliance (as per prevailing rates) and extend benefits under the Employees' Provident Fund Scheme 1952, the Employees' Pension Scheme 1995 & the Employees' Deposit Linked Insurance Scheme, 1976 to the resources deployed by him.
- c) The Contractor is required to submit copies of *separate e-Challans / ECR alongwith proof of payment/receipt* in respect of resources engaged through this contract only, on monthly basis. **Common challans would not be acceptable in TFL.** The Contractor should submit copies of previous months EPF e-Challans / ECR alongwith current month's bill. The TRRN. No. of the ECR would be verified online from EPFO portal by the Engineer-in-charge to confirm the status of payment and names of the resources deployed.
- d) **PF is mandatory irrespective of the number of resources deployed** by the Contractor under this contract. **PF membership and deposit of PF contribution is also mandatory even if the wage payment to the resource is exceeding the prescribed monthly wage ceiling ( i.e. Rs. 15,000/-) under the Employees' PF & Misc. Provisions Act, 1952 and in such case the liability of the Contractor towards PF contribution shall be limited to the prescribed monthly wage ceiling notified from time to time ( i.e. Rs. 15,000/- currently).**
- e) In case, the Contractor deploys any "**International Worker**", the Contractor should also make compliance under para 83 of EPF Scheme, 1952 i.r.o the "International Workers" and must register on the ***International Worker Portal of EPFO.***

### **4. The Employees' State Insurance Act, 1948 (If applicable and as per prevailing rates)**

- a) The Contractor shall have his own ESI code No. allotted by Employees' State Insurance Corporation (ESIC) as required under the Employees' State Insurance Act, 1948.
- b) The Contractor has to arrange **Smart Cards (i.e. ESI Identity Card) /e-Pehchan Card** for the resource(s) engaged by him from the Corporation.

## 5. The Employees' Compensation Act 1923 (wherever applicable)

In case, the work place is out of the notified coverage area under ESIC i.e. ESIC is not implemented in the area **or** in case of excluded employees under ESIC, the Contractor is required to take Employee Compensation / Workmen Compensation Policy from IRDAI approved Insurance Company taking into consideration the **maximum compensation liability** as per provisions of Employees' Compensation Act, 1923. It must be ensured that the contractor/contracting firm should extend coverage to the contract workers through Employee Compensation Policy, to meet the **Compensation Liability** under **Employee's Compensation Act, 1923** along with **Medi-claim Policy** within the overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI).

## 6. Group Personal Accident Insurance Policy

The Contractor is required to take a Group Personal Accident Insurance Policy with coverage of **Rs. 3 Lakhs** per resource for the entire period of contract covering all resources deployed under the contract.

## 7. The Payment of Gratuity Act, 1972

In case of Death or permanent disablement of a resource during execution of work under the contract, the Contractor has to pay the Gratuity as per the provision under the Payment of Gratuity Act, 1972 to the nominee(s) of the resource as per the details maintained in the duly signed Nomination Form maintained by the Contractor. The proof of disbursement may be submitted to the EIC for claiming reimbursement of amount paid towards death Gratuity from TFL.

## 8. The Contract Labour (R&A) Act, 1970

- a) The Contractor is required to obtain Labour license under the provisions of the Contract Labour (R&A) Act, 1970 from the office of Licensing Officer, Central Labour Authority, Ministry of Labour and Employment, Govt. of India having jurisdiction of the Region.
- b) The Contractor shall discharge obligations as provided under the Contract Labour (R&A) Act, 1970 rules and regulations framed under the same and enforced from time to time.
- c) The Contractor shall ensure regular and effective supervision and control over the resources deployed for which a supervisor / representative of the Contractor should be available at all the times for giving suitable direction for undertaking the Contractual Obligations.
- d) The Contractor is solely responsible for payment of wages to each resource deployed by him and such wages shall be paid before the expiry of such period as may be prescribed.
- e) It shall be the duty of the Contractor to ensure the disbursement of wages to resource(s) through e-banking/digital mode. In case the resource does not have a bank account, the disbursement of wages may be made in cash in the presence of the Engineer-in-charge /

authorized representative of TFL initially and Contractor shall simultaneously arrange for opening the bank account of each contract labour deployed by him.

- f) In case, the Contractor fails to make payment of wages and deposit of PF contribution within the prescribed period or makes short payment of wages / short deposit of PF contribution, then TFL, as Principal Employer, will make payment of wages in full or the unpaid balance due, as the case may be, to the resource(s) deployed by the Contractor and deposit the PF contribution with PF authorities. Such amounts will be recovered from the Contractor either by deduction from any amount payable to the Contractor under any contract or as a debt payable by the Contractor.
9. The contractor is required to comply with all applicable labour laws and regulations including, but not limited to the following:
- a) The Factories Act, 1948 / The Shops & Establishment Act, 1948 (which ever applicable)
  - b) The Maternity Benefit Act, 1961
  - c) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1979 & Building and Other Construction Workers Welfare Cess Act, 1996
  - d) The Inter State Migrant Workmen (RECS) Act 1979 (if applicable)
  - e) Contract Labour (R&A) Act-1970
  - f) Employees' Provident Fund & Misc. Provisions Act- 1952
  - g) Employees' State Insurance Act-1948
  - h) Employees' Compensation Act, 1923
  - i) Payment of Gratuity Act, 1972
  - j) Minimum of Wages Act,1948
  - k) The Payment of Wages Act,1936
  - l) The Payment of Bonus Act,1965



## **STANDARD CONDITIONS OF SCC: PART II**

### **Responsibilities of the Contractor**

1. The Contractor shall be solely responsible and indemnify TFL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of resources, if any, deployed by him.
2. The Contractor shall indemnify TFL against all losses or damages, if any, caused to it on account of acts of the resource(s) deployed by him.
3. The Contractor shall indemnify TFL from all claims, demands, actions, cost and charges etc. brought by any court, competent authority / statutory authorities against TFL.
4. The Contractor shall also indemnify TFL for any action brought against him for violation, non-compliance of any act, rules & regulation of center / state / local statutory authorities.
5. All resources deployed by the Contractor are deemed to be on the rolls of the Contractor.
6. **Age:** No resource below the age of **18 years** and above age of **58 years** shall be deployed by the contractor for the execution of the contract.
7. **Appointment/Nomination of supervisor:**  
As a part of the contract, the Contractor is required to appoint/nominate a supervisor (s) who will supervise, control and give directions to the resource(s) for discharging the contractual obligations. Accordingly, the Contractor has to give in writing the name and contact details of the supervisor (s) to the EIC. A copy of the same is also to be sent to HR In-charge and Security In-charge for records.
8. A copy of the Letter of Acceptance (LOA) should be submitted to the Security Department by the Contractor / his representative or supervisor for facilitating the movement of resource(s) including machine & materials involved in the contract.
9. The resources to be deputed/ deployed by the Contractor shall observe all security, fire and safety rules of TFL while at the site/work. All existing and amended safety / fire rules of TFL are to be followed at the work site by the Contractor and his deployed resource(s).
10. **Personal Protective Equipment / Safety Kit and Liveries:** Contractor shall ensure adequate supply of personal protective equipment / Safety Kit and Liveries as mentioned in the Scope of Work to all such resources deployed.
11. In case of accident, injury or death caused to the resource(s) while executing the Work under the contract, the Contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify TFL from such liabilities.
12. The Contractor shall not deploy any resource suffering from any contagious or infectious disease. The Contractor shall get the deployed resource(s) examined from a civil Govt. Doctor / TFL's Doctor.

13. No resource(s) or representatives of Contractor (including Contractor) are allowed to consume alcoholic drinks or any narcotics within the premises of TFL (including Plant, Office and Residential etc.). If found under the influence of above, the Contractor shall immediately replace that resource(s) with intimation to the EIC.
14. While engaging / deploying the resources, the Contractor is required to make efforts to provide opportunity of employment to resources belonging to **Schedule Caste, Schedule Tribe and Other Backward Class** in order to have a fair representation of these sections of the society.
15. While engaging the resources, the Contractor is required to make efforts to provide an **opportunity** to candidates with experience of **apprentice training in TFL** under the provisions of the Apprentices Act, 1961.
16. The Contractor is required to maintain all Registers and other records in an **office** within the premises of TFL or at a place **within a radius of three kilometers**.
17. Contractor shall provide proper **Employment cards (FORM XII)** for the resource to be deployed by him, duly signed by the Contractor or authorized person on behalf of Contractor.
18. **Gate/ Entry Pass or Authorization:**  
Entry to the premises of TFL is restricted and is subject to appropriate entry authorization in the prescribed format of a Gate Pass or any other entry authorization w.r.t police verification as per instruction of Security department from time to time. Similarly, entry for material/ equipment's/ tools/ tackles etc. is restricted & subject to entry authorization by security department.
19. The Contractor shall issue **Identity cards** in his firm's name to the resource deployed.
20. Discipline of the resource(s) during discharge of duties must be regulated by the Contractor himself or by his representative.
21. **Police verification**
  - a) The Contractor (including his sub-Contractors/Petty Contractors etc, if allowed) will undertake police verification in respect of the resource(s) engaged by him in TFL's premises. Such verification will have to be carried out from concerned police station of their permanent place of residence/present place of residence.
  - b) Further, the Contractor is advised not to deploy any resource having past criminal record in the establishment/premises of TFL under this contract awarded to him.
  - c) In the event of violation of above clauses at (a) and (b), the Contractor will be solely responsible for the same.
  - d) If any such resource(s) having criminal record is deployed by the Contractor in the premises of TFL and has come to the notice of TFL at any point of time, the Contractor shall immediately replace that resource(s), failing which that particular resource(s) of the Contractor will not be allowed to enter into the premises of TFL.
22. While confirming to any of these conditions, the Contractor must ensure that all applicable Laws of State regarding labour, their welfare, conduct etc. are complied.

## **STANDARD CONDITIONS OF SCC: PART III**

### **Compliance of Government of India Directives**

#### **1. Pradhan Mantri Suraksha Bima Yojna (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojna (PMJJBY)**

Contractor shall, ensure that all its resources deployed under this contract have obtained additional insurance coverage under the Pradhan Mantri Suraksha Bima Yojana (PMSBY) and Pradhan Mantri Jeevan Jyoti Bima Yojana (PMJJBY) through the participating banks and submit the proof of such insurance coverage to the satisfaction of TFL. The cost has been included in the estimate mentioned in SOR and the Contractor shall submit evidence / proof to TFL in this respect. Both the schemes are to be regulated continuously on yearly basis and the same should be renewed on each successive relevant date in subsequent years during the period of the contract.

#### **2. Labour Identification Number (i.e. LIN) Registration (Mandatory)**

The Unified Shram Suvidha Portal, developed by Government of India, facilitates reporting of Inspections & submission of Returns and has also been envisaged as a single point of contact between employer, resources and enforcement agencies bringing in transparency in their day-to-day interactions. For integration of data among various enforcement Agencies, the Contractor, as an inspectable unit, is required to register and obtain Labour Identification Number (i.e. LIN) from Shram Suvidha Portal and submit the same in TFL.

#### **3. Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) – if applicable**

In order to support the Govt. of India's Initiative on Employment Generation, the Contractor must register for Pradhan Mantri Rojgar Protsahan Yojna (PMRPY) Scheme. The Contractor shall inform TFL/Engineer in Charge about the benefit availed, if any, against the scheme for adjustment against the invoice(s) / bill(s).

**Details in support of RA Bill for the Month of \_\_\_\_\_, 20\_\_**

- (1) Name of the Firm/Agency/Contractor \_\_\_\_\_
- (2) Nature of Contract: Job/ Service \_\_\_\_\_
- (3) Period of Contract: From \_\_\_\_\_ to \_\_\_\_\_
- (a) Extension Period of Contract, if any from \_\_\_\_\_ to \_\_\_\_\_
- (b) Place where contract workmen are working \_\_\_\_\_
- (4) Postal address of the Contractor: \_\_\_\_\_
- (5) Phone No. of the Contractor: \_\_\_\_\_
- (6) Fax No. and Email of the Contractor: \_\_\_\_\_
- (7) Name and Address of PF office from where EPF Code No. has been allotted: \_\_\_\_\_
- (8) EPF Code No. allotted by PF office: \_\_\_\_\_
- (9) Name and Address of ESIC office from where ESI Code No. has been allotted: \_\_\_\_\_
- (10) ESI Code No. allotted by ESIC office: \_\_\_\_\_
- (11) Labour License No. \_\_\_\_\_ dated \_\_\_\_\_
- (12) Validity period of Labour License from \_\_\_\_\_ to \_\_\_\_\_
- (13) Detail of Resource engaged by the Contractor:

Category	No. of Resources		Prevailing Minimum Wages
	Male	Female	
Unskilled			
Semi-skilled			
Skilled			
Highly skilled			
Total			

- (14) Copy of Wage Register in FORM – B ( to be replaced by FORM-I as per Code on Wages-2019, after it comes into force)
- (15) Details of deposit of contribution towards EPF:  
a) EPF Challan No. \_\_\_\_\_ Amount \_\_\_\_\_ Date \_\_\_\_\_
- (16) Details of Deposition of contribution towards ESI  
a) ESI Challan No. \_\_\_\_\_ Amount \_\_\_\_\_ Date \_\_\_\_\_
- (17) Whether any arrangement / agreement has been entered with any resource for extending benefits under Inter-state Migrant Workmen (RE&CS) Act, 1979: \_\_\_\_ (Yes / No)  
If Yes, No. of such Inter-state Migrant Workers: \_\_\_\_\_

**SIGNATURE OF CONTRACTOR/AUTHORIZED REPRESENTATIVE**

Place:

Date:

**UNDERTAKING**

**(To be submitted along with un-priced bid)**

I/We hereby undertake that I/We have completely understood the terms & conditions of the Tender including minimum resources required to be deployed and the cost involved thereof in deployment of resources.

I/We further undertake to ensure all compliances of the tender conditions. Any non-compliance may be construed as deficiency in the performance of the contract. If such non-compliance is noticed TFL/owner is at liberty to take action in line with the tender conditions including termination of the contract.



*Signature of Bidder.....*

*Name of Bidder.....*

## Summary of Insurance Policies

Contractor is required to cover all resources deployed by him with the following insurances / schemes:



Sl. No.	SCHEME	APPLICABILITY	PREMIUM/ CONTRIBUTION	SUM ASSURED/ BENEFITS	REMARKS
1	The Employees' State Insurance Act, 1948	Applicable to all resources of the Contractor (within ESI wage limit) working in notified area.	3.25% of wages by employer 0.75% of wages by employees	Benefits under the Employees' State Insurance Act, 1948.	
2	The Employees' Compensation Act, 1923 (in lieu of ESI – mentioned at Sl. 1)	Applicable to excluded employees under ESI and those who are working in non-notified area to extend similar benefits as available under ESI Act, 1948	Premium to be calculated considering wage limit under EC Act, 1923 (i.e. Rs. 15,000/- p.m currently)	Maximum <b>Compensation Liability</b> under Employee's Compensation Act, 1923 along with a <b>Mediclaim policy</b> within overall premium @ 3.25 % of Minimum wages (i.e. employer contribution towards ESI)	Provides compensation and medical facility to resources.
3	Group personal Accident Insurance	Applicable to all resources of the Contractor	Based on the coverage	Insured value: Rs. 3 Lakh to cover expenses associated with any accident.	Death, permanent disablement, temporary total disability or any other medical expenses related to accident.
4	Pradhan Mantri Suraksha Bima Yojana (PMSBY)	Eligibility – age group 18 to 70 years	Rs. 12/- per annum	<b>Accidental</b> death and permanent disability: (i) Permanent total disability – Rs. 2 lakhs. (ii) Permanent partial disability – Rs. 1 Lakh.	
5	Pradhan Mantri Jeevan Jyoti Bima Yojana(PMJJB)	Eligibility – age group 18 to 50 years. (can continue upto 55 years)	Rs. 330/- per annum.	Risk coverage – Rs. 2 Lakhs- in case of <b>death due to any reason</b>	

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/S-V	0	
		DOC. NO.	REV.	
		Page 1 of 40		

## SECTION-V



### SPECIAL CONDITIONS OF CONTRACT





 <b>पो डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 2 of 40		

## TABLE OF CONTENTS

1.0	INTRODUCTION
2.0	LOCATION OF THE PROJECT SITE
3.0	GENERAL
4.0	GENERAL PROVISION WITH REGARD TO MATERIALS
5.0	OWNER'S OBLIGATIONS
6.0	POWER & WATER FOR CONSTRUCTION AND OTHER PURPOSES
7.0	RATES
8.0	SPECIFICATIONS
9.0	GATE PASSES
10.0	TIME SCHEDULE
11.0	ISSUE OF WORKING DRAWINGS
12.0	SERVING OF NOTICES
13.0	NOTHING EXTRA FOR ADVERSE SUB-SOIL CONDITION
14.0	CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK
15.0	NO WORK SHALL BE UNDERTAKEN WITHOUT APPROVED WORKING DRAWINGS
16.0	CONTRACTOR SHALL KEEP FOUNDATION PITS/TRENCHES DRY
17.0	NOTHING EXTRA FOR INTRICATE CONCRETE SHUTTERING OR REINFORCEMENT WORK
18.0	NOTHING EXTRA FOR REBATING ETC
19.0	CONSTRUCTION JOINTS
20.0	SUBMISSION OF BILL
21.0	CLAIMS BY THE CONTRACTOR
22.0	PROVISION FOR MULTIFARIOUS CHECKING OF WORK
23.0	DEFECT LIABILITY PERIOD
24.0	CLEARING, FILLING AND LEVELING OF SITE
25.0	CONTRACTOR TO COMPLY ALL LAWS
26.0	CONTRACTOR TO USE THE MATERIALS ONLY AFTER THE APPROVAL OF OWNER
27.0	COMPLIANCE OF ENTIRE PROVISIONS IS OBLIGATORY TO CONTRACTOR
28.0	DELIVERY AND DOCUMENTS
29.0	WEATHER CONDITIONS
30.0	INSTRUCTIONS, DIRECTIONS AND CORRESPONDENCE
31.0	QUALITY ASSURANCE / QUALITY CONTROL
32.0	HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT
33.0	SUSPENSION OF WORKS
34.0	INCOMING MATERIAL REPORT/ INSPECTION
35.0	THIRD PARTY INSPECTION
36.0	SECURITIES OF MATERIALS / EQUIPMENTS
37.0	CONTRACTOR'S PERSONNEL AT SITE
38.0	SETTING OUT THE WORKS
39.0	COMPLIANCE WITH LABOUR/ INDUSTRIAL LAWS
40.0	TERMS OF PAYMENT

 <div>पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>SPECIAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 3 of 40		

- 41.0 DISPATCH, TRANSPORTATION/SHIPPING
  - 42.0 WORK CONTRACT SERVICES
  - 43.0 CONSTRUCTION EQUIPMENT, TOOLS AND TACKLES DEPLOYMENT
  - 44.0 STATUTORY VARIATION IN TAXES
  - 45.0 STATUTORY APPROVALS
  - 46.0 SUB-CONTRACTOR/VENDOR AND MANUFACTURER WARRANTIES
  - 47.0 CONTRACTOR's LIABILITY FOR APPROVED SUB CONTRACTOR
-

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 4 of 40		

## 1.0 INTRODUCTION:

- 1.1. Talcher Fertilizers Ltd. (TFL), hereinafter also referred to as “OWNER”, A joint venture company of four major Public Sector Units – M/s. Gas Authority India Limited (GAIL), M/s. Rastriya Chemicals & Fertilizers Ltd. (RCF), M/s. Coal India Ltd. (CIL) and M/s. Fertilizers Corporation of India Ltd. (FCIL) has decided to build a world class Coal based fertilizer complex. The fertilizer complex is to be built at **Talcher, Angul District, Odisha (India)** and will consist of Coal Gasification Plant, Ammonia Plant and Urea Plant, along with Offsite and Utility Plants. Talcher Fertilizers Ltd. intend to invite quotations from eligible Contractors for Grid Connectivity to TFL to supply 90 MW Power and construction of 220 kV LILO GISAT TALCHER FERTILIZERS LTD., ANGUL, ODISHA



Further, it may also be noted that the 220kV GIS Substation along with associated 220kV LILO Line shall be handed over to OPTCL after successful commissioning.

- 1.2 Projects & Development India Ltd. (PDIL) has been retained as Consultant for providing Engineering Consultancy Services and Project Management Services for the aforesaid project.
- 1.3 **Brief Scope of Work:** The 220kV GIS Switching Substation would essentially consist Construction of (1) 220kV Line in Line out (LILO) Transmission Line (including associated Civil Works & RoW clearances) from OPTCL's existing 220kV TTPS – Rengali Transmission Line to proposed 220kV Switching Substation (2) 220kV Switching Substation with outdoor type 220kV SF6 Gas Insulated Switchgear (GIS), 33kV outdoor AIS Switchgear, 1x20 MVA 220/33kV Power Transformer, 220kV Bus Duct, 2x250 kVA 33/0.415 kV Station Transformer, Control & Relay Panels, LT Panels, 220V & 48V DC System, Earthing System, Lightning Protection, Fire Detection & Alarm System, DG Set, AC & Ventilation, Metering, Protection, communication & Automation etc. alongwith all allied Civil, Structural, Mechanical & Electrical Work (3) Laying of 220kV D/C Single Core 1000 Sq. mm Copper XLPE Cable from 220kV GIS Switching Substation to TFL's 220/33kV MRSS. The successful Bidder / Agency shall consider all the equipment, material & construction practice

## 2.0 LOCATION OF THE PROJECT SITE

A brief description of infrastructure at Talcher Fertilizer Plant Site is furnished below:



- The proposed project will be located within the premises of existing closed coal based Ammonia-Urea complex of FCI Ltd. Talcher Unit.
- The total land area of the site is 904.53 acres out of which lease hold land from Government of Odisha is 894.207 acres and land purchased from private parties is 10.33 acres.
- The area is not falling under coal bearing zone up to a depth of 200-250 meter.
- Talcher site is located at Vikrampur in Angul district of Odisha on the Cuttack-Sambalpur National Highway NH-42. NH-42 is passing at about 8 km from the site.

 पो डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 5 of 40		

The nearest railway station is Talcher at about 7 km from the site. Nearest air port Bhubaneswar is 150 km, 3 hours journey by road/ rail. Nearest sea port is Paradeep, 200 km by rail/road from the site. Talcher is situated at 21° 10" N Latitude and 82° 5" E Longitude.

### 3.0 GENERAL

- 3.1 Special Conditions of Contract shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires.
- 3.2 Notwithstanding the sub-division of the documents into these separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 3.3 Where any portion of the General Condition of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, unless a different intention appears, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.
- 3.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities, it is understood that the Contractor shall do so at his cost and the value of contract shall be deemed to have included cost of such performance and provisions, so mentioned.
- 3.5 The materials, design, and workmanship shall satisfy the relevant Indian Standards and CPWD specifications, the Job Specifications contained herein and Codes referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 3.6 It will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference which the conflict exists.
- 3.7 In the absence of any Specifications covering any material, design of work (s) the same shall be performed / supplies / executed in accordance with Standard Engineering Practice as per the instructions / directions of the Engineer-in-Charge, which will be binding on the Contractor.
- 3.8 'Codes' shall mean the following including the latest amendments and/or replacements, if any:
  - i) Indian Electricity Act, 2003 and Rules and Regulations made thereunder.
  - ii) Indian Factory Act, 1948 and Rules and Regulations made thereunder.
  - iii) Indian Explosives Act, 1884 and Rules and Regulations made thereunder.
  - iv) Indian Petroleum Act, 1934 and Rules and Regulations made thereunder.
  - v) A.S.M.E. Test Codes.
  - vi) A.I.E.E. Test Codes

 <div>पो डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>SPECIAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 6 of 40		

- vii) American Society of Materials Testing Codes.
- viii) Standards of the Bureau of Indian Standards (BIS).
- ix) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.
- x) OPWD Code with its latest amendments.



- 3.9 All the spares for the equipment under the contract will strictly conform to the specification and documents and will be identical to the corresponding main equipment / components supplied under the contract and shall be fully interchangeable.

All the mandatory spares covered under the contract shall be supplied along with the main equipment and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed Work Completion Schedule.

#### 4.0 GENERAL PROVISION WITH REGARD TO MATERIALS



- 4.1 The CONTRACTOR shall, within the scope of work, undertake the following activities and responsibilities with respect to and in addition and without prejudice to the activities and responsibilities under Clause 4.1 and associated clauses there under in respect of materials:

- i) The CONTRACTOR shall in taking delivery, ensure compliance of any condition for delivery applicable to deliveries from the concerned authority or carrier, and shall be exclusively responsible to pay and bear any detention, demurrage or penalty or other charges payable by virtue of any delay or failure by the CONTRACTOR in lifting the materials or in observing any of the conditions aforesaid, and shall keep the OWNER indemnified from and against all consequences there of
- ii) The CONTRACTOR shall maintain a day-to-day account of all materials indicating the daily receipt(s), consumption(s) and balance of each material and category thereof. Such account shall be in the format, if any, prescribed by the ENGINEER-IN-CHARGE and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the CONTRACTOR MANAGER's office and site(s) and shall be open for inspection and verification (by verification of documents in support of the entry as also by feasible verification of the stock) at all times by the ENGINEER-IN-CHARGE with authority at all times without obstruction to enter into or upon any godown or other place(s) or premise(s) where the materials or any part of them are lying or stored and to inspect the same himself and or through his representative(s).
- iii) All materials shall be taken delivery of, held, stored and utilised by the CONTRACTOR as Trustee of the OWNER, and delivery of the material to the CONTRACTOR shall constitute an entrustment thereof to the CONTRACTOR, with the intent that any utilization, application or disposal thereof by the CONTRACTOR otherwise than for permanent incorporation in the contractual works in terms of the contract shall constitute a breach of trust by the CONTRACTOR.

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 7 of 40		

- iv) The CONTRACTOR shall at all times be exclusively responsible for any and all losses, damages, deterioration, misuse, wastage, theft, or other application or misapplication or disposal of the materials or any of them contrary to the provisions hereof and shall keep the OWNER indemnified from and against the same and shall forthwith at its own cost and expenses replace any such material, lost, damaged, deteriorated, misused, wasted, stolen, applied, misapplied and/or disposed as aforesaid with other material of equivalent quality and quantity delivered to site at the CONTRACTOR's risks and costs in all respects.
- v) The CONTRACTOR shall take out, at his own cost and keep in force at all times, during transit, handling, storage, and erection upto completion in all respect of the work, policy (ies) with Insurance Company (ies) approved by the OWNER for the full replacement value of the materials at site against the risks specified in the CONTRACT. Such policies shall be in the joint names of the OWNER and the CONTRACTOR, with exclusive right in the OWNER to receive all monies due in respect of such policy (ies) and with right in the OWNER (but without obligation to do so) to take out and pay the premia for any such policy (ies) and deduct the premia and any other costs and expense in this behalf from the monies for the time being due or in future becoming due to the CONTRACTOR. In case of Insurance claim, the GST leviable on the transfer of the claim money from OWNER to CONTRACTOR shall be over and above the GST cap indicated in the CONTRACT and shall be borne by OWNER.
- vi) If the CONTRACTOR shall default in replacing at the job SITE, without any additional cost to the OWNER, any material lost, damaged, deteriorated, misused, wasted, short, stolen, misapplied or disposed of within the provisions hereof above, the CONTRACTOR shall be liable to pay to the OWNER the cost of such materials.
- a) Notwithstanding anything herein provided, the CONTRACTOR shall be and remain solely and exclusively liable to repair, restore or replace, as the case may be, the materials damaged or destroyed as a result of any act or omission, notwithstanding the existence or otherwise of any policy(ies) of insurance aforesaid, with the intent that any policy(ies) of insurance aforesaid taken out by the CONTRACTOR or by the OWNER, on default by the CONTRACTOR, shall not anyway absolve the CONTRACTOR from his full liability up to and until issue of the Preliminary Acceptance Certificate as provided for herein in respect of the works, the work(s) and all materials incorporated therein shall be and remain at the risks of the CONTRACTOR in all respects, including (but not limited to) accident, lightning, earth-quake, fire, storm, flood, tempest, riot, civil commotion and/or war or otherwise with respect to the materials, but shall constitute merely an additional security and not a substitution of liability.
- b) It shall be the exclusive responsibility of the CONTRACTOR to lodge and pursue any or all claims in respect of the insurance aforesaid.
- c) The CONTRACTOR shall, as a condition to the certification of any Running Account Bill, satisfy the OWNER/ Engineer-In-Charge of the existence of one or more policy(ies) of insurance, covering the materials as specified herein. The policy(ies) of insurance aforesaid shall cover all insurable risks, including but not limited to, any loss or damage



 <b>पो डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 8 of 40		

commencing from the supplier's ware house in handling, transit, storage and during erection, theft, pilferage, riot, civil commotion, force majeure (including earth quake, flood, storm, cyclone, tidal wave, lightening and other adverse weather conditions), accidents of kinds, fire, war risks and explosion.

- vii) If the CONTRACTOR shall default in replacing at the job site, free of any cost to the OWNER, any material lost, damaged, deteriorated, misused, wasted, short, stolen, misapplied or disposed of within the provisions hereof above, the CONTRACTOR shall be liable to pay to the OWNER the cost of such materials.

## 4.2 SUPPLY OF MATERIALS

4.2.1 The CONTRACTOR shall supply the materials required to be supplied within the Contractor's scope of supply for incorporation in the permanent works in accordance with and to meet the requirements in quality, quantity and other particulars of the descriptions, specifications, plans, drawings, designs and other documents applicable thereto, and the CONTRACTOR shall be deemed to have undertaken that all materials selected, procured and supplied by the CONTRACTOR within the scope of supply shall be of the best quality and workmanship and shall be capable of producing the designed desired results and to perform the designed and desired functions to meet the contractual requirements in all respects for the project.

4.2.2 The CONTRACTOR shall undertake and complete the supply of materials within the scope of supply to meet the scheduled progress and requirements of the WORK within the scope of work.

4.2.3 All materials shall be deemed to have been accepted only when the material is received at the project SITE and accepted by the ENGINEER-IN-CHARGE. Such acceptance shall however be subject to the terms and conditions of CONTRACT, including the right of rejection and/or replacement as elsewhere herein specified.



4.2.4 Without prejudice to any other terms of the contract, it is clarified that the mere agreement, acceptance or prescription of a Delivery or other Schedule containing an extended time of commencement or completion in respect of the entire delivery(ies) or any of them shall not anyway constitute an extension of time in a terms of the CONTRACT so as to bind the OWNER or relieve the CONTRACTOR of all or any of his liabilities under CONTRACT, nor shall constitute a promise on behalf of the OWNER or a waiver by the OWNER of any of its rights in terms of the contract relative to the performance of the CONTRACT within the time specified or otherwise, but shall be deemed only (at the most) to be a guidance to the CONTRACTOR for better organising his work on a recognition that the CONTRACTOR has failed to organise his supplies and/or make the same within the time specified in the Delivery Schedule.

4.2.5 If the CONTRACTOR fails to supply the materials in accordance with the dates in this behalf specified in the Delivery Schedule which has an impact on the critical path of the schedule, the CONTRACTOR shall provide the OWNER with a suitable plan to recover the delay, but without prejudice to any other rights, discount or remedy available to the OWNER in respect of such delay or failure.

## 4.2.6 MAKE OF MATERIALS

- i) All equipment and materials to be supplied under this CONTRACT shall be from approved vendors as indicated in the Bidding Document or as otherwise approved by the ENGINEER-IN-CHARGE / OWNER.



 <b>पो डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 9 of 40		

- ii) Where the makes of materials are not indicated in the Bidding document, the CONTRACTOR shall furnish details of proposed makes and supplies and supply the same after obtaining the OWNER's/ ENGINEER-IN-CHARGE's approval.

## 5.0 OWNER'S OBLIGATIONS:

The OWNER'S obligations are limited to the following:



- Handing over the substation site .
- Approval of Construction drawings supplied by the Contractor.
- Payment to the contractor for performance of work under the contract as per the terms and conditions specified therein.
- A piece of land for setting up temporary office, Godown, etc., if available.

## 6.0 POWER & WATER FOR CONSTRUCTION AND OTHER PURPOSES

Availability of water & power at site is very limited. Contractor shall have to make his own arrangements for Construction work.

## 7.0 RATES

- OWNER shall pay to contractor the total rates quoted by them for the due and faithful performance of contractor's obligation under the contract. The rates quoted by the contractor in SOR shall remain fixed and firm and not subject to any escalation unless and otherwise specified in the tender.
- The rates shall be deemed to allow for all minor extras and constructional details which are not specifically shown on drawings or given in the specifications but are essential in the opinion of the Owner/ Consultant to the execution of work to conform to good workmanship and sound engineering practice. The Owner / Consultant reserve the right to make any minor changes during the execution without any extra payment.
- The Owner / Consultant decision to classify any item 'minor changes', 'minor extras' and 'constructional details' shall be final conclusive and binding on the Contractor.
- Rates quoted shall include for payment of royalties for obtaining earth, morrum, sand, aggregates, stones, etc. Nothing extra shall be paid to the Contractor on this account.
- Contractor shall be responsible for making all necessary approach roads to the sites of execution for taking his rigs, cranes & equipments. No extra claim in this regard shall be entertained.
- Schedule of rates submitted by the Tenderer shall be the true copy of the schedule of rates enclosed with the tender documents

	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 10 of 40		

- 7.7 The quantities and items of work given in the Schedule of Rates are tentative and approximate. The OWNER reserves the right to order variation of work during the currency of the contract of its original contract value within the stipulated variation as per clause no. 60.2 of GCC.

The contractor shall not be entitled to any increase whatsoever on the SOR rates on account of any variation in the quantities and/or omission/addition of items vis-à-vis the quantities mentioned in the “Schedule of Rates **(Section VII)**” as long as the contract value finally determined on the basis of the certified final quantities and the contract item rates is within the stipulated variation as per clause no. 60.2 of GCC.

## 8.0 SPECIFICATIONS

- 8.1 If specification for an item of work is not covered by CPWD/ BIS specifications or Technical Specifications, the same shall be decided by the Owner/ Consultant and shall be binding on the Contractor.
- 8.2 The Owner/ Consultant shall have the right to cause the Contractor to purchase and use such materials of particular make or from a particular source which may in his opinion be necessary for proper and reasonable compliance with the specifications and execution of work.
- 8.3 (a) As and when required by the Owner/ Consultant, the Contractor shall provide all facilities at site or at manufacture's works or in approved laboratory for testing of materials and/or workmanship. All the expenditure in respect of this shall be borne by the Contractor. The Contractor shall, when required to do so by the Owner/Consultant, confirm that the materials have been tested in accordance with requirements of the specifications.
- (b) Neither the omission by the Owner/ Consultant to test the materials nor the production of manufacturer(s) certificate, etc. shall affect the right of the Owner/Consultant to reject, after delivery, the materials found not in accordance with the specifications.

## 9.0 GATE PASSES

All tools, plant and materials shall be brought by the Contractor to the works site through a covering note to be submitted in 3 copies. One copy of the covering note will be delivered to the security staff and one copy to the Owner/Consultant. The third copy shall be retained by the Contractor. The Contractor shall follow all rules and regulations for entry / exit of their men and materials in/from project site as framed by Owner/Consultant.



## 10.0 TIME SCHEDULE

- 10.1 Bidder shall be required to complete the WORK under the CONTRACT so as to achieve the GUARANTEED COMPLETION DATE in accordance with the following:

<b>Completion Period/ Completion Schedule</b>	<b>14 (Fourteen) Months from date of issuance of FOA (Fax of Acceptance)</b>
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Completion date shall be considered as date of issuance of Completion Certificate by TFL after successful Commissioning of the system.

- 10.2 The basic consideration and essence of the Contract is the strict adherence to the Time schedules for performing the specified works as stipulated in the Contract.

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 11 of 40		

10.3 If at any time, the Owner/Consultant is of opinion that the Contractor has fallen behind the approved construction schedule, the Owner/ Consultant may, without any cost to Owner/ Consultant, require the Contractor to take such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on holidays and Sundays or increase the capacity of his construction plant and equipment and require him to submit evidence demonstrating the manner in which the Contractor proposes to comply with the construction schedule. Failure of the Contractor to comply with the above will be considered a failure to execute the work with due diligence.

#### **10.4 Time schedule network/ bar chart.**

10.4.1 Together with the Work Order/ Contract confirmation, Contractor shall submit to Owner/ Consultant, his time schedule regarding the documentation, supply of materials as well as information about of his Subcontracts to be placed with their parties, including the dates on which Contractor intends to issue such Subcontracts.

10.4.2 The time schedule will be in the form of a network or a bar chart clearly indicating all main or key events regarding documentation, supply of materials, delivery and site fabrication, erection, inspection, testing and completion.

10.4.3 The original issue and subsequent revisions of Contractor's time schedule and or Sub-contractor's time schedules shall be sent to Consultant in two copies (of which one shall be in Soft copy) and two copies to Owner.

10.4.4 The time schedule network/bar chart shall be updated at least every fortnight.

#### **10.5 Progress Trend Chart/ Monthly Report**

10.5.1 Contractor shall report weekly to Owner/ Consultant the progress of the execution of Work Order/ Contract and achievement of targets set out in time bar chart.

10.5.2 The progress will be expressed in percentages shown in the progress trend chart.



10.5.3 The first issue of the progress trend chart will be forwarded together with the time bar chart along with the Work Order confirmation.

10.5.4 The fortnightly reporting will bear the updating of the progress trend chart.

10.5.5 All reports shall be submitted through e-mail. Monthly reports to be also submitted in hard copy.

#### **11.0 ISSUE OF WORKING DRAWINGS**

All Working drawings shall be issued by OWNER/ CONSULTANT's to the CONTRACTOR. Working drawings submitted by the OWNER/ CONSULTANT's progressively during the pendency of the contract, shall be approved/ marked "Good for execution/ construction" by Owner/ Consultant. The Contractor on this account shall not be entitled to put forth any claim whatsoever on account of delay in approval of the drawings to the Owner/ Consultant. Fabrication drawing, if any shall be prepared by the contractor itself and same shall be approved by OWNER/ CONSULTANT's.

 <div>पो डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>SPECIAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 12 of 40		

## 12.0 SERVING OF NOTICES

The Contractor shall furnish to the Owner/ Consultant the name, designation and address of his authorized Agent for the purpose of serving of notice(s) regarding all complaints, communications and references and shall be deemed to have been duly given to the Contractor if delivered to the Contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have reached such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partnership firm, any change in the constitution of the firm shall be forthwith informed by the Contractor to the Owner/ Consultant.

- All correspondence from the CONTRACTOR to the OWNER shall be as per the correspondence distribution schedule. All communications including technical-commercial clarifications and/ or comments shall be addressed to OWNER/ CONSULTANT and shall always bear reference of DLOA number.
- Correspondence on technical and commercial matters shall be dealt with in separate letters and each copy of the letter shall be complete with all Annexures, if any.
- Any notice to the CONTRACTOR under the terms of the CONTRACT shall be served by registered e-mail/Speed Post, fax or courier.
- Any notice to the OWNER shall be served from the CONTRACTOR's Principal office in the same manner.
- Any written order or instruction of OWNER or his duly authorised representative, communicated to authorised representative of the CONTRACTOR at site office shall be deemed to have been communicated to the CONTRACTOR at his legal address.

## 13.0 NOTHING EXTRA FOR ADVERSE SUB-SOIL CONDITION



There may be variation in nature of sub-soil both horizontally and vertically. The Contractor shall have to take necessary precaution during excavation against any happening like collapsing of sides etc. Any slip or fall in excavation shall have to be cleared by the Contractor at his own cost. In case of excessive heaving, it shall have to be cut and refilled with lean concrete by the Contractor at his own cost. The Contractor shall have to adopt underwater work in case of occurrence of piping/quick conditions without any cost to Owner/Consultant.

## 14.0 CONTRACTOR'S RESPONSIBILITY FOR THE MANNER OF EXECUTION OF WORK

The Contractor shall be responsible for the manner and the method of executing the work. The work shall be subject to the approval of Owner/ Consultant from time to time for purposes of determination of the question whether the work is executed by the Contractor in accordance with the contract.

## 15.0 NO WORK SHALL BE UNDERTAKEN WITHOUT APPROVED WORKING DRAWINGS

No work shall be undertaken at Site by the Contractor until detailed approved working drawings are marked "Good for execution/ construction" by Owner/ Consultant. Any work done without the aforesaid approved working drawing shall be at the Contractor's own risk and costs.

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 13 of 40		

## 16.0 CONTRACTOR SHALL KEEP FOUNDATION PITS/TRENCHES DRY

The Contractor, during the pendency of contract, shall keep in dry condition of pits, trenches, which are not yet back filled due to technical reasons, if not shall be Bail-out/Pump-out all accumulation at his own cost for the safety of the structure / element. During pumping, the Contractor shall have to ensure that 'Loss of Ground' does not occur. Other approved methods shall be undertaken by the Contractor to avoid 'Loss of Ground' if occurred, at his own cost.

## 17.0 NOTHING EXTRA FOR INTRICATE CONCRETE SHUTTERING OR REINFORCEMENT WORK

Nothing extra shall be paid for any intricate concrete, shuttering or reinforcement work for foundations of equipment and machinery and for other foundation/superstructure works or for any delay inherent in concreting in small and thin sections in concrete or RCC works etc.

## 18.0 NOTHING EXTRA FOR REBATING ETC.

Nothing extra shall be paid in concrete/RCC works for all rebating, chamfering, grooving, sinking, trotting weathering, moulding, etc. to accord with the details shown on the working drawings.



## 19.0 CONSTRUCTION JOINTS

- 19.1 In case of execution of massive concrete elements both in foundation and in superstructure and in some other locations as would be permitted except where specified in the working drawings, the work shall be carried out in one single operation without any break in concreting within time limit that would be specified by the Owner / Consultant without any additional cost to Owner/ Consultant.
- 19.2 All specified construction joints, either horizontal or vertical, in any element of concrete member shall be provided with shear keys of such dimensions as would be determined by the Owner/Consultant. Before adopting the next operation for the other half of the element these shear keys along with the entire surface of the joint shall be roughened and deepened to above 20 mm by chipping, washing and cleaning thoroughly. The Contractor shall provide cement slurry in sufficient quantity over the cleaned surface for proper bond as per the direction of Owner/Consultant. The Contractor shall not be entitled to any extra/payment; on this account.

## 20.0 SUBMISSION OF BILL

Contractor is to submit the bills and record of measurements in three (3) copies for works executed by him.

### 20.1 FOR R/A BILLS:

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 14 of 40		

Contractor is to submit the bills and record of measurements to EIC complete in all respect for certification by Owner/Consultant in three copies for works executed by him progressively.

## 20.2 MEASUREMENT OF WORKS

In addition to the provisions of relevant Clause of GCC, following shall also apply:

Measurement of work shall be made in the units mentioned in the schedule of rates. The abbreviations used in the schedule of rates are mentioned in Schedule of Rates.

The Engineer-in-Charge shall, except as otherwise stated ascertain and determine by measurement the value of Work done, in accordance with the Contract and as per actual Work done. The Engineer-in-Charge shall, when he requires any part or parts of the Works to be measured, give notices to the Contractor's authorized agent or representative who shall forthwith attend or send a qualified agent to assist the Engineer-in-Charge in making such measurement and shall furnish all particulars required by either of them. Should the Contractor not attend or neglect or omit to send such representative then the measurement made by the Engineer-in-Charge shall be taken to be the correct measurement of the Work. For all measurements, figured dimensions given in the drawings shall be followed. Measurement of all hidden items shall be carried out by the Engineer-in-Charge. The Contractor or his representative who attends may at the time of measurement take such notes and measurements as he may desire.

The measurements for excavations shall be restricted and limited to minimum excavation line as per drawing for payment purposes.

## 20.3 DISPUTE IN MODE OF MEASUREMENT



Where Works have to be measured for any purpose whatsoever, it shall be in accordance with item specifications as per relevant Indian Standards unless otherwise specifically indicated in the Contract Specifications. All measurements will be recorded in metric units only. In case of absence of mode of measurement of any item not covered by both the methods mentioned above, the Engineer-in-Charge's decision shall be final and binding. The required number of bills, registers, bill forms, level/field books, materials/ account registers, testing registers, site order books and any other stationary item pertaining to this contract shall be printed and provided for by the contractor, at his own cost in the format prescribed and approved by the Engineer-in-Charge in writing. The Measurement Sheet will have three copies in different colour pages and will be printed so that proper referring and record of complete measurement is maintained. Original sheet will be retained in the book and will be returned to Owner on completion of Work.

## 20.4 SUBMISSION OF FINAL BILL

The final bill complete in all respect shall be submitted after certified completion of work.

20.4.1 On the basis of the rates provided in the CONTRACT and subsequent Change Order(s)/Amendment(s), if any, the CONTRACTOR shall prepare the Final Bill as per GST norms. Additions claimed on account of CHANGE ORDER(s) shall be separately indicated in the Final Bill with reference to the relative CHANGE ORDERS(s).



	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 15 of 40		

20.4.2 The Final Bill shall, in addition to the payment entitlements arrived at according to the provisions of Clause 20.4.1 hereof shall separately state and include therein all claims of the CONTRACTOR, if any, with full particulars of the nature of such claim and grounds on which it is based and the amount claimed.

20.4.3 The Final Bill drawn in accordance with Clause 20.4.1 shall be submitted (together with the COMPLETION CERTIFICATE along with other documents as stipulated at Clause No. 39.8 of SCC, to the ENGINEER-IN-CHARGE for certification, who shall certify the Final Bill, if drawn in accordance with Clause 20.4.1. After certification of the ENGINEER-IN-CHARGE, the Final Bill shall be submitted in quadruplicate (or in such other number of copies as the OWNER may prescribe) to the OWNER for payment.

20.4.4 All monies payable under the CONTRACT for WORKS to be performed and MATERIALS to be supplied up to and including successful completion shall become due and payable to the CONTRACTOR only after submission to the OWNER of the Final Bill prepared in accordance with the provisions of Clause 20.4.1 hereof and associated provisions there under accompanied by the COMPLETION CERTIFICATE in respect of the WORKS.

20.4.5 Payments of the amount(s) due on the Final Bill to the extent certified by the ENGINEER-IN-CHARGE, shall be made within 30 (Thirty) days from the due date as specified in Clause 20.4.4 hereof, subject to the deductions provided in Clause 20.4.5.1.

20.4.5.1 All payments due to the CONTRACTOR on the Final Bill shall be subject to tax deductions and any other deductions provided in the CONTRACT or required to be made under any law, rule or regulation having the force of law for the time being applicable, or elsewhere provided for in the CONTRACT documents.

## 21.0 CLAIMS BY THE CONTRACTOR



21.1 No claim(s) shall on any account be made by the CONTRACTOR after submission of the Final Bill, with the intent that the Final Bill prepared by the CONTRACTOR shall reflect any and all claims whatsoever of the CONTRACTOR against the OWNER arising out of or in connection with the CONTRACT or any supply made or work performed by the CONTRACTOR there under or in relation thereto, and notwithstanding any enabling provision in any law or CONTRACT and notwithstanding any claim that the CONTRACTOR could have with respect thereto, the CONTRACTOR hereby waives and relinquishes any and all such claims not included in the Final Bill and absolves and discharges the OWNER from and against the same, even if in not including the same as aforesaid, the CONTRACTOR shall have acted under a mistake of law or of fact, or shall claim to have acted under economic compulsion or necessity.

21.2 If required by the OWNER, the ENGINEER-IN-CHARGE shall be authorised to require the CONTRACTOR to furnish, and the CONTRACTOR shall, upon the request of the ENGINEER-IN-CHARGE /OWNER, furnish all invoices, vouchers and accounting records as may be deemed necessary by the ENGINEER-IN-CHARGE /OWNER for the purpose of verifying any CONTRACTOR's claim.

## 22.0 PROVISION FOR MULTIFARIOUS CHECKING OF WORK

Before commencement of the actual concreting operation the position and layout of foundations, pedestals, inserts, pockets, recess, reinforcement and form work shall be checked repeatedly by Owner/Consultant. No claim whatsoever shall be entertained on



 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 16 of 40		

this account. The level of foundations shall be accurately maintained as shown in the drawings or as directed by the Owner/Consultant. No padding, plastering or chipping shall be allowed for achieving the results.

### 23.0 DEFECT LIABILITY PERIOD

Defect Liability Period shall be 12 months from the date of completion of works in all respects as declared by EIC.

### 24.0 CLEARING, FILLING AND LEVELING OF SITE

The site shown on the layout plan shall be cleared by the Contractor of all obstructions, loose stones, materials, rubbish of all kinds of bushes, trees, grass as well as brush wood. All holes/hollow, whether originally existing or produced by removal of loose stones or brush wood, shall be carefully filled up with earth, well rammed and levelled off as directed by the Owner/ Consultant. The Contractor will not be entitled to any payment in his regard.

### 25.0 CONTRACTOR TO COMPLY ALL LAWS

25.1 The contract shall be governed by the law in force in the Republic of India.

25.2 The Contractor shall comply with all laws etc. The Contractor shall be responsible to secure compliance with the Central and States Laws as well as the Rules, Regulations, by-laws and orders of the legal authorities and statutory bodies which are in force or as may be in force from time to time. He shall give to the Municipal Corporation Committees, police and other relevant authorities all such notices, etc. as may be required by law and obtain all requisite license for temporary constructions, enclosures, etc. and pay all fees, taxes and such other dues or charges which may be leviable on account of any of his operations in executing the works under this contract. Owner/Consultant shall not pay anything extra to the Contractor on this account. The Contractor shall also make good at his own cost, any damage done by him to any adjoining property, during execution of work.

### 26.0 CONTRACTOR TO USE THE MATERIALS ONLY AFTER THE APPROVAL OF OWNER



The Contractor shall use the raw materials only after its successful testing at any NABL accredited lab and subsequent concurrence of the report by the Owner/ Consultant, before incorporation of the same in the works.

### 27.0 COMPLIANCE OF ENTIRE PROVISIONS IS OBLIGATORY TO CONTRACTOR

It shall always prevail, unless otherwise specifically stated, that the entire provisions of the Tender Document have been accepted for compliance by the Contractor without any reservation.

### 28.0 DELIVERY AND DOCUMENTS

Delivery of the Goods shall be made by the Contractor in accordance with the terms specified by the Owner/Consultant in the schedule of requirements in Technical Specifications and the special conditions of Contract.

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 17 of 40		

## 29.0 WEATHER CONDITIONS

Owner/Consultant may order Contractor to suspend any work which in the opinion of Owner/Consultant may be subject to damage by prevailing weather conditions. No claim whatsoever on this account shall be entertained.

It is presumed that the Contractor has familiarized himself with the weather conditions prevailing in the area therefore in such weather parameters if it appears to the Engineer –in –charge (EIC) that certain weather condition may damage the work or specified quality of the work can be achieved without stoppage of the work, the EIC in such conditions may require the Contractor to stop the work till such time as he thinks fit and appropriate. It is understood by the contractor that no compensation will be admissible on this count.

## 30.0 INSTRUCTIONS, DIRECTIONS AND CORRESPONDENCE

30.1 The work described in Contract is to be executed according to the standards, data sheets, tables, Specifications and Drawings and according to all conditions both general and specific enclosed with the Tender document, unless any or all of them shall have been modified or cancelled in writing as a whole or in part.

- i) All instructions and orders to Contractor shall, except what is herein provided, given by Owner/Consultant.
- ii) All the work shall be carried out under the direction of and to the satisfaction of Owner/Consultant.
- iii) All communications including technical/commercial clarifications and/or comments shall bear reference to the DLOA/ Contract.
- iv) Invoice for payment against DLOA/ Contract shall be addressed to Owner/ Consultant.
- v) The DLOA number shall be shown on all invoices, communications, packing lists, containers and bills of lading etc.



30.2 Correspondence on technical and commercial matters shall be dealt with in separate letters and each copy of the letter shall be complete with all Annexures. Wherever possible, correspondence should be through e-mails.

30.3 Correspondence for expediting any Material Inspection , shall be done directly with CONSULTANT & OWNER.

## 31.0 QUALITY ASSURANCE / QUALITY CONTROL

31.1 After the award of the contract detailed quality assurance programme shall be prepared by the Contractor for the execution of contract for various works which will be mutually discussed and agreed to.

31.2 The Contractor shall establish document and maintain an effective quality assurance system outlined in recognized codes.

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 18 of 40		



- 31.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual after award of job. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and completion in all respect till final acceptance by Owner. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site.
- 31.4 The Owner/ Consultant or their representative shall reserve the right to inspect/ witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 31.5 The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work.  
This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-in-charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, Contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 31.6 In case Contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 31.7 The Contractor shall adhere to the approved quality assurance system

## 32.0 HEALTH SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

The Contractor, during entire duration of the Contract, shall adhere to HSE requirement as per Specification enclosed in the Bidding Document as per **Annexure - I (Annexure to Special Conditions of Contract)**

## 33.0 SUSPENSION OF WORKS

- 33.1 The OWNER reserves the right to suspend and reinstate execution of the whole or any part of the WORK without invalidating the provisions of the CONTRACT. Orders for suspension or reinstatement of the WORKS will be issued by the OWNER to the CONTRACTOR in writing. The time for completion of the WORKS will be extended for a period equal to the duration of the suspension along with mutually agreed remobilization period.
- 33.2 If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of Sixty days (60) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUB-CONTRACTOR.
- 33.3 If the OWNER has;
- failed to pay the CONTRACTOR any sum due under the CONTRACT within the period specified in the Contract; or

 पो डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 19 of 40		

- (ii) failed to approve invoice or supporting document without just cause within the period specified in the Contract; or
- (iii) committed substantial breach of the Contract:

Then, CONTRACTOR may give a notice requesting OWNER to remedy aforesaid default within 30 days. If OWNER fails to remedy it within the said period, CONTRACTOR may suspend the performance of its obligations under the CONTRACT.

33.4 If the CONTRACTOR's performance of its obligations is suspended under the CONTRACT pursuant to clause 33.3 as above, then the COMPLETION TIME shall be extended and all reasonable additional costs or expenses incurred by the CONTRACTOR and mutually agreed between OWNER and CONTRACTOR, as a result of such suspension shall be paid by the OWNER to the CONTRACTOR provided that such suspension is not due to fault on the part of CONTRACTOR or its SUB CONTRACTOR.



#### 34.0 INCOMING MATERIAL REPORT/ INSPECTION

All material entering the site shall be properly recorded by contractor's representative with detail of challan, bill and quantity.

- a) All equipment shall be inspected and tested as per an agreed Quality Assurance Plan before the same is packed and dispatched from the Contractor's/ Vendor's Works. The Contractor shall carry out tests as specified/ directed by Engineer.
- b) Contractor shall perform all such tests as may be necessary to meet requirements of Local Authorities, Municipal or other statutory laws/ bye-laws in force. No extra shall be paid for these.
- c) The OWNER/ CONSULTANT may, at his sole discretion, carry out inspection at different stages during manufacturing and final testing after manufacturing.
- d) Approvals or passing of any inspection by the OWNER/ CONSULTANT or his authorized representative shall not however, prejudice the right of the OWNER/ CONSULTANT to reject the plan if it does not comply with the specification when erected or give complete satisfaction in service.
- e) All materials and equipment found defective shall be replaced and the whole work again tested to meet the requirements of the specifications, at the cost of the contractor. Contractor has to obtain a performance certificate/approval for the complete layout of piping/equipment erected.

#### 35.0 INSPECTION

- 35.1 Inspection of equipment/ materials at manufacturer/ supplier works, prior to dispatch shall be carried out by OWNER and/or CONSULTANT unless is explicitly waived off (in writing) by the OWNER and/or CONSULTANT.
- 35.2 Once the materials are ready for inspection, the materials will be offered for inspection to OWNER through proper channel. The offer of the inspection should contain the following documents and information;
  - i) List of materials/equipment

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 20 of 40		

- ii) Quantity to be inspected
- iii) Routine test certificates of the equipment/materials
- iv) Name of the Vendors
- v) Place of inspection with detail address
- vi) Name of contact persons with telephone numbers
- vii) Bill of Materials in case of Tower materials and sub-station structures

### 35.3 Inspection by OPTCL

35.3.1 The inspection of materials/equipment by OPTCL shall be carried out at CONTRACTOR'S cost. The tour cost of OPTCL's inspecting officer will be borne by the CONTRACTOR. The deputation of the inspecting officers of OPTCL for witnessing the acceptance test will be decided & communicated to all concerned after receipt of above mentioned documents & scrutiny thereof.

35.3.2 The inspection will be witnessed by the OPTCL inspecting officer as per OPTCL practice in the presence of the representative of the manufacturer and TFL/CONSULTANT. The inspecting officer will submit the inspection report, test result, minutes of discussion, calibration certificates of the measuring and testing instruments etc. to OPTCL office.

If the test results are acceptable and the observations made by the inspecting officer are complied with, a dispatch instruction will be issued from OPTCL office Materials/equipment procured and received at site, contrary to the procedure enumerated above, shall not be allowed to be used in construction activities involving OPTCL transmission network.

35.3.3 Expenses in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site.



OPTCL inspecting officer on receipt of offer for inspection from the contractor/supplier, shall proceed to the manufacturer works to witness the Type/Acceptance/Routine test.

35.3.4 The travel expenses under the following heads, in respect of OPTCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site, shall be borne by the contractor.

**a. Hotel Accommodation:**

- Single room accommodation in 4 star hotel for OPTCL inspecting officer, not below the rank of Assistant General Manager (Grade E-6),
- Single room accommodation in 3 star hotel for OPTCL inspecting officer of the rank below Assistant General Manager (Grade E-6).

**N.B.:** It is the responsibility of the contractor to arrange the hotel accommodation matching with their inspection and testing schedule. In case of extended duration of inspection or non-availability of the return ticket, Contractor shall arrange for the extended stay of the inspecting officer in the Hotel accordingly. In case, there is no hotel with prescribed standard in and around the place of inspection, the contractor

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 21 of 40		

shall suggest alternative suitable arrangement at the time of offer for inspection, which is subjected to acceptability of OPTCL inspecting officer.

**b. Journey of the Inspecting Officer:**

To and fro travel expenditure from the Head Quarters of the inspecting officer to the place of inspection/testing shall be borne by the contractor as per the following.

- Journey from the Head Quarters to the nearest Airport by train (1st/Ind A/C) or Taxi (A/C).
- Journey from destination Airport to the place of inspection/testing by train (1st/Ind A/C) or Taxi (A/C).
- For train journey, inspecting officer, not below the rank of Assistant General Manager shall be provided with 1st class AC ticket and inspecting officer below the rank of Assistant General Manager shall be provided with 2nd class AC ticket.



- Booking/cancellation of Air-ticket / Train-ticket is the responsibility of the contractor.
- Moreover, if during the journey there is an unavoidable necessity for intermediate travel by road/ waterway/sea-route, the contractor/supplier shall provide suitable conveyance to the inspecting officer for travel this stretch of journey or bear the cost towards this. Any such possibilities shall be duly intimated to OPTCL at the time of their offer for inspection.

**c. Local Conveyance:** Local journey for the inspecting officer between Hotel and the place of the inspection/testing site, Air-conditioned four wheeler vehicles in good condition shall be provided by the contractor.

**d. Other Important Information:**

- All the above expenses shall be deemed to be included in the bidder's quoted price for that supply item. Bidder shall not be eligible to raise any extra claim in this regard.
- Contractor may assume that only in 40% of the inspection and testing offer cases, OPTCL/TPIA inspecting officer (not below the rank of Assistant General Manager) will witness the inspection and testing.
- In case of inspection and testing of some critical equipment/materials like Power Transformers, CT, PT, Breakers, S/S Automation Equipment and Cable, OPTCL may depute more than one inspecting officer.
- Contractor shall judiciously plan the inspection/testing schedule and place of inspection/testing, so that optimum number of inspection/testing and minimum time shall be required to cover all the equipment/materials of the relevant contract package.





 <div>पो डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>SPECIAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 22 of 40		

- It shall be the responsibility of the Contractor to organize the above tour related matters of OPTCL inspecting officer including the matters related to overseas inspection/testing, if any.
- e. Providing vehicle to the field Engineers for proper supervision of site works:
- For effective monitoring of the site works, the contractor shall submit monthly and weekly program of site work well in advance in prescribed format to OPTCL site engineer.
  - In case of transmission line work, the contractor shall clearly indicate the location no. in the program.
  - Contractor shall provide a four wheeler vehicle in good running condition and suitable for the site use to the field officers of the respective head-quarters to visit different work locations for monitoring the site works as per the program and back to the headquarters after monitoring the work.

Note: The expenses towards above, including cost pertaining to up-keeping cost of the vehicle, i.e. fuel, driver etc., shall be deemed to be included in the bidder's quoted price without any additional financial implication to OPTCL. Bidder shall not be eligible to raise any extra claim in this regard.

- 35.3.5 The materials shall be inspected by OPTCL or any authorized representative of OPTCL at the Contractor's or its Vendor's manufacturing works. The Contractor shall give the advance notice in writing about the place of Inspection and/or testing atleast 15 days before the schedule date on which the equipment/materials will be ready for Inspection and/or Testing. Routine test certificates are to be submitted along with the offer for inspection.
- 35.3.6 The OPTCL or his representative shall be entitled at all reasonable times during manufacture / installation to inspect examine and test the equipment/materials at the contractor's/Vendors premises / erection site about workmanship of the materials to be supplied under this contract. The contractor shall provide unhindered clearance, giving full rights to OPTCL to inspect, examine and test as if the equipment/materials were being manufactured in his premises/Vendors Premises. Such inspection/examination and testing shall not relieve the contractor of his obligations under the contract.
- 35.3.7 The Engineer-In-Charge shall have the right to re-inspect any equipment/materials though previously inspected and approved by him at the Contractor's or its Vendor's works, before and after the same are erected at Site. If by the above inspection, OPTCL rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the Engineer-In-Charge, free of cost. Such replacement will also include the replacements or re-execution of such of those works of other Contractors and/or agencies, which

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 23 of 40		

might have got damaged or affected by the replacements or re-work done to the Contractor's/Vendor's work.

The OWNER/ CONSULTANT's Engineer may, at his sole discretion, carry out inspection at different stages during manufacturing and final testing after manufacturing. Testing performed in the presence of the Purchaser's representatives shall not relieve the supplier of their own responsibilities and guarantees and any other contractual obligations.

### 36.0 SECURITIES OF MATERIALS / EQUIPMENTS

Contractor shall be solely responsible for the security of the material at site and TFL/ Consultant shall not be responsible for any loss/theft of the materials.

- a) Materials required for the works, whether brought by the Contractor shall be stored by the Contractor only at places approved by the Engineer-in-Charge, as storage and safe custody of material shall be responsibility of the Contractor.
- b) TFL,'s officials concerned with the Contract shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such facilities as may be required for such inspection and examination.
- c) The contractor shall be the OWNER of all bought out items and materials and shall be responsible for the safety, security, insurance and care and custody of all the materials lying at site. TFL will have lien on all the items including those brought by the contractor for the purpose of Erection, testing, and commissioning of the work. For all Equipments/Materials, the title of Ownership shall pass on to the OWNER at the time of acceptance of entire work.

However, in case of termination of contract the transfer of title shall pass automatically to OWNER.



- d) CONSTRUCTION EQUIPMENT used by the CONTRACTOR and its SUB-CONTRACTORS in connection with the execution of works shall remain the property of CONTRACTOR or its SUB-CONTRACTORS. All duties, levies, taxes etc. payable on account of CONSTRUCTION EQUIPMENT shall be borne by the CONTRACTOR. CONTRACTOR shall indemnify the OWNER on this count.

### 37.0 CONTRACTOR'S PERSONNEL AT SITE:

List of persons employed by Contractor for the subject work mentioning there residential address shall be submitted to TFL. In case of any revision, the same shall be informed to TFL from time-to-time. If required necessary verification from Police / Gram Pradhan shall have to be submitted by the contractor.

The Contractor shall be directly responsible for any/all disputes arising between him and his personnel and keep indemnified against all losses, damage and claims arising thereof.



 <b>पो डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 24 of 40		

Within the TFL's premises, the Contractor's personnel shall not do any private work other than their normal duties.

The personnel engaged by the Contractor shall be subject to security check by the TFL's security staff while entering/leaving the premises. The contractor & his personnel shall be required to follow the rules and regulations of TFL in force from time-to-time. The contractor may also be required to provide photo passes to the personnel required by him, for security and safety reasons and furnished the details of the same when asked for.

No other person except Contractor's authorized representative shall be allowed to enter TFL premises Contractor shall also not entertain any outsider or extend any service beyond TFL's premises. Entry of Contractor's persons shall be regulated with proper identity/gate pass.

Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff and any loss to TFL shall be recovered from the immediate bill of the Contractor.

Contractor shall provide all necessary tools and tackles, equipments, safety belt, wheel burrow, scaffolding, ladders, drilling m/c & safety equipment etc. required to carry out job at his cost and material used by Contractor shall be of standard make and approval of Engineer-In-Charge shall be taken for the same.

TFL also reserves the right to ask the Contractor to remove particular person(s) from site with immediate effect if in the opinion of TFL, his behaviour/ performance is not up to the mark and/or found indulging in unlawful activities, Contractor shall immediately comply with such instructions.

It will be the responsibility of contractor's engineer to ensure that their personnel behave in a proper manners and behaviour and not to undergo the argument with the employees. It will be the responsibility of the Contractor's Engineer to deal with such complaints or co-ordinate with the TFL Engineer.



### 38.0 SETTING OUT THE WORKS

The CONTRACTOR shall supply dimensioned drawings, levels and other information necessary to set out the works and the Contractor shall set out the works and be responsible for the accuracy of the same. He shall rectify at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through in accurate setting out. The Contractor shall protect and preserve all bench marks used in setting out the works till end of the Defects Liability Period unless the Engineer-in-Charge direct their earlier removal.



### 39.0 COMPLIANCE WITH LABOUR/ INDUSTRIAL LAWS

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

- The contractor shall have his own PF code no. with the RPFC as required under Employee PF & Miscellaneous Provisions Act, 1952 and ESI code No. required under Employee State Insurance Act 1948 before commencement of work.

 <b>पो डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 25 of 40		

- b. The contractors shall periodically submit the challans / receipts / proof for the depositing PF contribution with RPFC and ESIC.
- c. The contractor is required to obtain labour license under the provisions of Contract Labour (R&A) Act, 1970 from the office of ALC (Central), Ministry of Labour, Govt. of India.
- d. The contractor is liable to abide by all necessary licenses / permissions from the concerned authorities as provided under the various labor legislations
- e. The contractor shall discharge obligations as provided under various statutory enactment including the employees Provident Fund and Miscellaneous Provisions Act, 1952, Contract Labour (R&A) Act, 1970, Minimum Wages Act, 1948, Payment of wages act 1936, Workman Compensation Act 1923, Employees' State Insurance Act 1948 and other relevant acts, rules and regulations enforced from time to time.
- f. The contractor shall be solely responsible for the payment of wages and other dues to the personnel, if any, deployed by him latest by 7<sup>th</sup> day of the subsequent month.
- g. The contractor shall be solely responsible and indemnify the TFL against all charges, dues, claim etc. arising out of the disputes relating to the dues and employment of personnel, if any, deployed by him.
- h. The contractor shall indemnify TFL against all losses or damages, if any, caused to it on account of acts of the personnel, if any, deployed by him.
- i. All personnel deployed by the contractor should be on the rolls of the contractor.
- j. The contractor shall ensure regular and effective supervision and control of the personnel, if any, deployed by him and gives suitable direction for undertaking the contractual obligations.
- k. The personnel to be deputed by the contractor shall observe all security, fire and safety rules of TFL while at the site. His Work/Services will be supervised by the supervisors of contractor. Contractor has to strictly adhere to guidance, instruction when required.
- l. Contractor shall provide proper identification cards for his employees to be deputed by him for Work/Services, duly signed by the contractor or authorized person on behalf of contractor. Also the contractor should obtain entry passes from Security Dept. through OPERATION-IN-CHARGE for his employees.
- m. Contractor has to deploy the personnel with no past criminal records. Reformed people, names of such persons should be clearly indicated in case of. Also the contractor has to provide police verification for all the persons deployed by him.
- n. While confirming to any of these conditions, the contractor should ensure that no law of state regarding labour, their welfare, conduct etc, is violated. The contractor shall indemnify TFL for any action brought against him for violation, non-compliance of any act, rules & regulation of centre / state / local statutory authorities.
- o. All existing and amended safety / fire rules of TFL are to be followed at the work site.

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 26 of 40		

- p. Contractor shall ensure payment of wages to the personnel employed and meet all statutory obligations of payment as per Minimum Wages act 1948 and payment of wages Act 1936.
- q. Special safety equipment e.g. safety belts, helmets, hand gloves, goggles, safety shoes etc shall be provided to the personnel engaged by the contractor.
- r. Suitable site office space may be provided by TFL if required and available.
- s. In case of accident, injury and death caused to the employee of the contractor while executing the Work under the contract, the contractor shall be solely responsible for payment of adequate compensation, insurance money etc. to the next kith & kin of injured / diseased. Contractor shall indemnify TFL from such liabilities.
- t. The contractor shall also undertake to obtain necessary group insurance coverage covering all risks connected with the job to be undertaken by him under the contract from insurance company and pay the premium accordingly.
- u. The contractor shall not employ or permit to be employed any person suffering from any contagious, loathsome or infectious disease. The contractor shall get examined his employees / persons deployed from a civil govt. doctor.
- v. No employees or person of contractor (including contractor) be allowed to consume alcoholic drinks or any narcotics within the plant premises. If found under the influence of above, the owner / TFL will terminate the contract immediately and may refer the case to police.
- w. The contractor hereby agrees to indemnify owner/ TFL and harmless from all claims, demands, actions, cost and charges etc brought by any court, competent authority/ statutory authorities against owner/ TFL.
- x. All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by OPTCL, shall be to the account of OPTCL. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor



#### 40.0 TERMS OF PAYMENT

Payment shall be released after submitting valid Tax Invoice. GST no. of Contractor as well as Owner should be mentioned by the Contractor on Invoice.

Following terms of payment shall be applicable:

40.1 **Mobilization Advance:** Not Applicable

40.2 **Running on Account Payment**

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 27 of 40		

Contractor shall raise the invoice for the 100% completed job against the RA bill and payment shall be release as per following manner:

**A) For Civil, works**

- 95% against the value of actual work done shall be paid against running bills certified by OWNER/CONSULTANT after recovery of following payments:

- a) Value of chargeable materials issued by OWNER/CONSULTANT, if any
- b) Mobilization advances if any.
- c) Statutory deductions like income tax, etc. as applicable.
- d) Any other recovery if becomes due.
- e) Value of Chargeable Service provided by owner/Consultant, if any

Payment shall not be released against 1st R/A bill until submission of following documents by contractor to the indenting department.

1. Contract Performance Security
2. Labour License (as per statutory requirements)
3. EPF Code Registration number
4. Insurance Contractor All Risk (CAR) Policy
5. Workmen compensation policy

- Balance 5% (Retention Money) shall be released along with final bill.

**B) Electrical Works:**

**I) 220kV GIS Substation & associated 220kV U/G Cabling works;**

**a) For Supply Items (excluding Mandatory Spares);**



- 20% upon successful Inspection and Dispatch Clearance
- 60% upon receipt, storage and physical verification at site
- 10% on completion of individual Testing of equipment
- 5% on Successful completion of erection testing and commissioning of the 220kV Substation and associated 220kV U/G Cabling works
- Balance 5% (Retention Money) shall be released along with final bill

**b) For Supply of Mandatory Spares;**

- 20% upon successful Inspection and Dispatch Clearance.
- 75% upon receipt, storage and physical verification at site.
- Balance 5% (Retention Money) shall be released along with final bill

**For Erection Items;**

- 80% on completion of each of the items of Erection activity
- 15% on Successful completion of erection, testing and commissioning of the 220kV GIS Substation and 220kV U/G Cabling works
- Balance 5% (Retention Money) shall be released along with final bill

 पो डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 28 of 40		

II) **220kV Transmission Line:**

For Supply Items (including Mandatory Spares);

- 20% upon successful Inspection and Dispatch Clearance.
- 50% upon receipt, storage and physical verification at site.
- i) 15% of Tower Structural material including stub shall be paid on completion of erection of Complete Tower and
- ii) 15% of other material (except Tower Structural material and stub) shall be paid upon erection of respective material
- 10% on Successful completion of stringing, testing and commissioning of the Transmission Line.
- Balance 5% (Retention Money) shall be released along with final bill

For Erection Items;

- 80% on completion of each of the items of Erection activity
- 15% on Successful completion of stringing, testing and commissioning of the entire Transmission Line
- Balance 5% (Retention Money) shall be released along with final bill

III) **For Items involving both Supply & Erection**

- 65% on receipt and storage at site and on physical verification and furnishing of necessary certificate by Employer's representative.
- 20% on its completion of erection / Installation.
- 10% on its testing and commissioning.
- Balance 5% (Retention Money) shall be released along with final bill.



IV) **For Lump sum/Lot Items:**

- 70% shall be paid on receipt and acceptance of material at site on pro rata basis
- 20% on completion of erection / Installation pro rata basis
- 5% on Inspection & testing pro rata basis
- Balance 5% (Retention Money) shall be released along with final bill

Note: Bidder shall submit the breakup details of LOT items before submission of invoice

**C) Payment towards Short Circuit Testing of 220/33kV 20 MVA Power Transformer;**

- 80% shall be paid against successful completion of the Short Circuit Test and issuance of Provisional Report by the Test Conducting Authority
- 15% shall be paid against submission of Final Report by the Test Conducting Authority
- Balance 5% (Retention Money) shall be released along with final bill

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 29 of 40		

40.3 Payment shall be released for supply of materials (wherever applicable) on submission of the following documents:



1. Signed Invoice(s)
2. Delivery Challan
3. Manufacturer's certificate of inspection for shipment in one original and one photocopy / Manufacturer's test certificate (wherever applicable)
4. Inspection Release Note clearly indicating that material has been inspected and accepted as per QAP approved by OWNER, or waiver certificate issued by OWNER (wherever applicable).
5. Railway Receipt/LR (wherever applicable)
6. Insurance Certificate/Intimation
7. Guarantee/ Warranty certificate (wherever applicable)
8. Operation & Maintenance manual (wherever applicable)

**Note :**

- 1) The amount of CGST & SGST or IGST and GST cess, if any will be released when the same will appear in the GSTR-2A of OWNER, in the common portal of GST and supplier has filed the valid return in accordance with the provisions of the GST Act and the rules made there under. If, input tax credit is not available to OWNER for any reason attributable to the bidder, then OWNER shall not be obligatory or liable to pay or reimburse GST claimed in invoice and shall be entitled to deduct /setoff/ recover such GST together with all the penalty and interest if any, against any paid or payable to bidder. Further in this case, OWNER reserves the right to upload the name of such defaulter on the Company website and may also consider for giving Holiday or debarred from participation in future tender.
- 2) Set / Lot / Lumpsum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications and the Billing breakup referred to above shall be issued by the Employer based on Contractor's request, if and as may be required during the currency of the Contract

The bid price for which the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by Employer. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ) / Billing breakup of lumpsum quantities/ lot/ Set and/ or (ii) estimated by the bidder shall be for on account payment purpose only. In case additional quantities, over and above the quantities BOQ/billing breakup and /or estimated by the bidder, are required for successful completion of the scope of work as per Technical Specification, the Bidder shall execute additional quantities of these items for which no additional payment shall be made over and above the lumpsum bid price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the bidders and they shall be allowed to take back the same from the site for which no deduction from the lumpsum bid price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ /billing breakup and/or estimated by the bidder, the lumpsum bid price shall remain



 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 30 of 40		

unchanged and no deduction shall be made from the lumpsum price due to such reduction of quantities

#### 40.4 **PAYING AUTHORITY**

Director (Finance),  
Talcher Fertilizers Ltd.,  
C/o GAIL Training Institute, PARC Building,  
Plot No. 24, Sector – 16A, Film City, NOIDA (U. P.)

- 40.5 Payment in R.A. bills shall based on quantity of work executed at site (as per the item of work) & verified by Owner/ Consultant as per the Contract. Owner/ Consultant is authorized to allow part rate/ reduced rate for any item as mentioned in Contract. The engineer in charge shall specify the reason for the part rate payment in the R.A. bill. Payment has been made in R.A. bill for any item but later on, if some defect is noticed by the Owner/ Consultant, then Owner/ Consultant shall disallow the payment in successive R.A. bill till rectification of the work has been done.

#### 40.6 **RELEASE OF 1st R/A BILL**

Payment will be released against 1st R/A bill only on submission of following documents by contractor to the EIC/ OWNER:

- Contract Performance Security
- Labour License (as per statutory requirements)
- EPF Code Registration number with RPFC/ARPF
- Insurance Contractor All Risk (CAR) Policy
- Workmen compensation policy

- 40.7 Balance 5% (Retention Money) shall be released along with final bill subject to the following:



If the amount recoverable exceeds the amount payable in final bill, the balance amount shall be recovered by the Owner, from the retention money and or performance bank guarantee/any other moneys or bank guarantees available with the owner for any other job being done by the contractor. The contractor shall restore the performance guarantee to the requisite value to the extent of 10% of contract price in such case where recovery is required to be affected by the encashment of full amount or a part of the performance bank guarantee as soon as the contractor receives such intimation from the owner/ consultant.

- 40.8 The contractor shall raise invoices on fortnightly basis. Bidder shall enclose all documents as per check list issued by CONSULTANT/TFL. However, EIC may authorize payments for bills more frequently i.e. periodicity of less than fortnight, depending on site requirements.

After receipt of complete R.A. Bill as per terms and conditions of the contract and duly certified by Engineer-in-Charge (EIC), on-account payment equivalent to seventy percent (70%) of the net payable certified amount of the R.A. Bill will be released to the Contractor within a period of seven (07) working days from submission of certified bill by EIC to OWNER. The balance amount will be released within a period of 15 days from submission of certified bill by EIC to OWNER.

However, in addition of Running Account Bill, the contractor has to submit the Monthly Progress Report. This report will acts as a mandatory document for submission of the bill. Failing in submission of the report, the invoice will not be processed further for payment



 <div>पो डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>SPECIAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 31 of 40		

40.9 The final bill complete in all respect shall be submitted by the contractor within three (3) months of certified completion of work. The bill should be accompanied along with the following documents.

1. Job completion certificate.
2. No claim certificate on Owner's prescribed proforma.
3. Site clearance certificate.
4. Contract Performance Security duly amended to cover Defect Liability Period.
5. Material reconciliation statement (statement of material issued by Owner or consultant to be got certified from stores dept.).
6. Indemnity certificate towards labour payment and all statutory payments.

No claim shall be entertained after receipt of final bill. Settlement of final bill shall be made subject to settlement of all disputes and furnishing of all required documents/clarifications and grant of extension of time, if any, by Owner's competent authority.

**In case any claim with regard to the wages of any labour employed by Contractor for the subject job is pending/ reported, TFL shall be fully entitled to withhold payment of final bill pending finalisation of such claims.**



#### **41.0 DISPATCH, TRANSPORTATION/SHIPPING**

41.1 CONTRACTOR shall be responsible for dispatch of EQUIPMENT by sea/ rail/ road/ air after proper packing and protection. The consignment shall be dispatched after inspection by concerned authority as specified in the Tender document, unless otherwise agreed to in writing however such inspection shall not constitute waiver of the CONTRACTOR's obligations, responsibilities for the EQUIPMENT including care, safety and preservation in any way and manner and the CONTRACTOR's responsibility and obligation in this behalf shall continue till ACCEPTANCE OF ENTIRE WORK.

**The Consignee for all bought-out material shall be CONTRACTOR.**

41.2 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing and handling.

- i) The Contractor shall notify Employer of the date of each shipment from his works, and the expected date of arrival at the Site for the information of Employer.
- ii) The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information Employer may require.
- iii) The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming part of each and every consignment dispatched to Site.
- iv) The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.



 <div>पो डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>SPECIAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 32 of 40		

### 41.3 EMBOSSING/PUNCHING/CASTING

All equipment and materials supplied /erected under the works of 220kV Switching Substation & associated LILO Transmission Line (except 220kV U/G Cabling works) shall bear distinct mark of "OPTCL, PKG No. & Year" by a way of embossing / punching / casting. This should be clearly visible to naked eye.



### 42.0 WORK CONTRACT SERVICES

- 42.1 The award of work shall be on 'Work Contract Service' basis. The contractor shall be responsible for payment of any tax levied on the transfer of property and goods involved with relevant GST act and rules made there under including amendments, if any. The contractor shall be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and any taxes/ duties/ levies being charged by the Contractor would be claimed by issuing proper tax invoice/ challan indicating details/ elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention correct and valid registration number(s) on all tax invoices raised to TFL.
- 42.2 Irrespective of single or separate insurances, the CONTRACTOR shall take the same in the joint name of OWNER and CONTRACTOR, with OWNER as Primary Beneficiary and CONTRACTOR as Joint Beneficiary, to cover all risk including marine cum erection insurance (MCE), workmen compensation / Employees State Insurance (ESI) under ESI Act 1948 for Contractor's personnel, fire risk policy etc. till handing over of PLANT to OWNER duly commissioned and tested. However, for CONTRACTOR's EQUIPMENT, CONTRACTOR can be the sole beneficiary. Further, OWNER shall have the first right over the claim amount for all insurance claims, where owner has made part or full payment to the contractor.
- 42.3 CONTRACTOR shall be fully responsible for pursuing and settling all claims under the underwriters. In the event of accident, injury, damage or loss likely to form a claim under the above insurance policies, CONTRACTOR shall, as quickly as possible submit the insurance claims by underwriters under intimation to OWNER. CONTRACTOR shall also keep OWNER fully informed about progress of each such case. CONTRACTOR shall undertake immediate repair and replacement of the equipment lost in transit, storage, assembly, erection and COMMISSIONING of PLANT pending settlement of claim thereafter by the underwriters.
- 42.4 The CONTRACTOR at his cost shall arrange, secure and maintain all insurance as may be pertinent to the works and obligatory in terms of law to protect his interest and interest of OWNER in the project, against all perils detailed herein. The Form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the OWNER and OWNER's acceptance shall not be unreasonably withheld. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all times including third party liability during the period of contract shall be as of CONTRACTOR alone. The contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the CONTRACTOR shall be in the joint names of OWNER and the CONTRACTOR. The CONTRACTOR shall, however, be authorized to

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 33 of 40		

deal directly with insurance company or companies and shall be responsible in regard to maintenance of all insurance covers.

- 42.5 Any loss or damage to the equipment during handling, transportation, storage, erection, putting the equipment into satisfactory operation and all activities to be performed till the successful completion of trial operation of the plant shall be to the account of the CONTRACTOR. The CONTRACTOR shall be responsible for reference of all claims and make good the damages or loss by way of repairs and/or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the CONTRACTOR of the above responsibility during the period of CONTRACT. The CONTRACTOR shall provide the OWNER with copies of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of documents shall be submitted to the OWNER immediately after such insurance coverage. However, if Marine cargo insurance or Third party liability Insurance is a part of their global policies; insurer certificate (including the main terms of policy) shall be submitted by CONTRACTOR. The CONTRACTOR shall also inform the OWNER in the writing at least thirty (30) days in advance regarding the expiry/ cancellation and/or change in any of such documents and ensure revalidation, renewal etc. as may be necessary well in time. However adequacy, credibility and maintenance of Insurance policies is the sole responsibility of CONTRACTOR and CONTRACTOR shall keep the OWNER indemnified against any such failure.
- 42.6 If the material/ equipment or any portion thereof is damaged or lost during transit and handling, storage, erection, commissioning at site, the replacements of such material / equipment shall be effected by the CONTRACTOR within a reasonable time to avoid unnecessary delay in the COMMISSIONING of the EQUIPMENT and without waiting for realization of cost of damages from the insurance company, appointed by him for this purpose. This will not alter the schedule of commissioning & guarantee tests in any way.
- 42.7 All works and operations necessary to lift and to remove the material from port, warehouse, railway or other siding, factory or other places of delivery, loading, handling, transporting and unloading and safely stacking, placing or storing the same at approved godowns, yards or other place(s) of storage including lashing or other-wise securing or protecting the same in transit and during and in storage.
- 42.8 The CONTRACTOR shall maintain a day-to-day account of all materials indicating the daily receipt(s), consumption(s) and balance of each material and category thereof. Such account shall be in the format, if any, prescribed by the Engineer-in-Charge and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the CONTRACTOR MANAGER's office and site(s) and shall be open for inspection and verification (by verification of documents in support of the entry as also by feasible verification of the stock) at all times by the Engineer-in-Charge with authority at all times without obstruction to enter into or upon any godown or other place(s) or premise(s) where the materials or any part of them are lying or stored and to inspect the same himself and or through his representative(s).

 पो डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 34 of 40		

42.9 The CONTRACTOR shall at all times be exclusively responsible for any and all losses, damages, deterioration, misuse, wastage, theft, or other application or misapplication or disposal of the materials or any of them contrary to the provisions hereof and shall keep the OWNER indemnified from and against the same and shall forthwith at its own cost and expenses replace any such material, lost, damaged, deteriorated, misused, wasted, stolen, applied, mis-applied and/or disposed as aforesaid with other material of equivalent quality and quantity delivered to site at the CONTRACTOR's risks and costs in all respects.



42.10 Notwithstanding anything herein provided, the CONTRACTOR shall be and remain solely and exclusively liable to repair, restore or replace, as the case may be, the materials damaged or destroyed as a result of any act or omission, notwithstanding the existence or otherwise of any policy(ies) of insurance aforesaid, with the intent that any policy(ies) of insurance aforesaid taken out by the CONTRACTOR or by the OWNER, on default by the CONTRACTOR, shall not anyway absolve the CONTRACTOR from his full liability up to and until issue of the Completion Certificate as provided for herein in respect of the works, the work(s) and all materials incorporated therein shall be and remain at the risks of the CONTRACTOR in all respects, including (but not limited to) accident, lightning, earth-quake, fire, storm, flood, tempest, riot, civil commotion and/or war or otherwise with respect to the materials, but shall constitute merely an additional security and not a substitution of liability.

42.11 If the CONTRACTOR shall default in replacing at the job site, free of any cost to the OWNER, any material lost, damaged, deteriorated, misused, wasted, short, stolen, misapplied or disposed of within the provisions hereof above, or shall fail to return to the OWNER any surplus material or empties within the provision hereof above, the CONTRACTOR shall be liable to pay to the OWNER the cost of such materials or empties delivered at OWNER's stockpile/ godown.

#### 43.0 CONSTRUCTION EQUIPMENT, TOOLS AND TACKLES DEPLOYMENT

- i. The details of key construction equipment in good condition, required to be mobilized by the contractor, to complete the work within the schedule is listed below (not limited to only the following) :

Sl. No.	Equipment Description
1	Hydraulic Telescopic Boom Pick & Carry Crane of suitable capacity
2	Hydraulic Excavator
3	Dumper
4	Tractor Trailer
5	Water Tanker
6	Total Station
7	Dumpy level
8	Welding Machine
9	Dewatering Pump
10	Concrete Mixer
11	Electrical tool Kit
12	Breaker
13	Manual/ Electrical Lifting Equipment/ Hoists/ Pullers of suitable capacity
14	Any, other equipments to complete the job

 <b>पी डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 35 of 40		

- ii. Contractor to confirm that the above equipments are available with him in good working condition and shall be timely mobilized on this project site. Contractor has the option to hire some these equipment from equipment hiring agencies also, however contractor shall be responsible for all the machinery deployed at site.
- iii. In addition to above, Contractor shall be required to deploy all the machinery/ tools & tackles at site as required for the successful completion of the job/ as directed by the Engineer-in-charge.
- iv. Owner/ consultant reserve the right to physically check & verify the availability of these equipments prior to award of work
- v. Contractor shall replace any defective/ damaged equipment promptly to complete the work without any time & cost implication to the owner/ consultant
- vi. The actual deployment of equipments shall be finalized or approved by Engineer-in-charge.

#### 44.0 STATUTORY VARIATION IN TAXES AND DUTIES



- 44.1 No variation on account of taxes and duties, statutory or otherwise, (other than due to change in turnover) shall be payable by OWNER to CONTRACTOR, except for GST. Any statutory variation in GST, shall be payable up to COMPLETION PERIOD against documentary evidence. Any reduction in the amount of GST resulting from a reduction in the rate of GST or remission or exemption from GST with respect to Goods and Services provided to the OWNER shall be refundable to the OWNER at actuals within the COMPLETION PERIOD and also during the delayed contractual Project completion, if any. The CONTRACTOR 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.
- 44.2 Any new taxes, duties, cess, levies notified or imposed after the submission of Price Bid but before COMPLETION PERIOD shall be to OWNER's Account.
- 44.3 In case of delayed completion beyond the COMPLETION PERIOD, even though extension of completion time is allowed by OWNER, for reasons solely attributable to Contractor, all extra costs on account of changes of statutory regulations/ acts, or shall not apply to the Contract price and shall be borne by the CONTRACTOR.

However, any decrease in taxes and duties during the delayed period shall be passed on to the OWNER.

In case the COMPLETION PERIOD is extended for reasons solely attributable to OWNER, then any increase on account of statutory changes in GST until the extended period shall be borne by OWNER. Further, any new taxes, duties, cess, levies notified or imposed after the submission of Price Bid during such extended COMPLETION PERIOD shall be to OWNER's Account:-

- 44.4 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.



 <div>पो डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>SPECIAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 36 of 40		

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

#### 44.5 BOCW (BUILDING AND OTHER CONSTRUCTION WORKS)



Applicable BOCW shall be included in the quoted TOTAL CONTRACT PRICE. The contractor shall pay the cess under BOCW Act for subject works and submit proof of submission of cess to owner before submitting the next R.A. bill. In case, contractor does not submit the said proof, applicable BOCW shall be deducted at source by the OWNER from the contractor's invoice and deposit the deducted amount to the concerned authority. OWNER does not undertake any further responsibility in this regard.

#### 45.0 STATUTORY APPROVAL

- 45.1 Unless otherwise specified in the Bidding Document, it shall be the CONTRACTOR'S sole responsibility to obtain all approvals from any authority required under any statute, rule or regulation of the Central or Odisha State Government for the performance of the contract and / or the contractual work. The application on behalf of Employer for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction / commissioning of the works is not delayed for want of the approval / inspection by the concerned authorities. The CONTRACTOR shall arrange for the inspection of the works by the authorities and will undertake necessary coordination and liaison required and shall not be entitled to any extension of time for any delay in obtaining such approvals.
- 45.2 Statutory fees, if any, paid for all such inspection and approvals shall be reimbursed at actual to the CONTRACTOR by Employer on production of documentary evidence.
- 45.3 Any deficiency (ies) as pointed out by any such authority shall be rectified by the CONTRACTOR within the scope of relative supply and / or work at no extra cost to Employer. The inspection and acceptance of the work by such authorities shall, however, not absolve the CONTRACTOR from any of its responsibilities under this contract.
- 45.4 Any cost incurred towards payment of official fees for obtaining Right of Way (RoW) clearances for construction of 220kV LILO Transmission Line shall be reimbursed in actual on submission of valid payment receipts along with the relevant documents. It may be noted that successful bidder will be responsible to arrange all the requisite clearances including RoW.

#### 46.0 SUB-CONTRACTOR/VENDOR AND MANUFACTURER WARRANTIES



- (a) CONTRACTOR shall ensure that all equipment and other items used in connection with the performance of the WORK or incorporated in the PLANT (other than minor items) will be purchased in compliance with CONTRACT Technical Specifications and requirements in order to allow the PLANT to achieve the Guarantee and Warrantee as provided for in the CONTRACT, unless otherwise agreed with OWNER. Any residual warranty from sub-contractor/vendor shall be passed to the

 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 37 of 40		

OWNER after expiry of DEFECT LIABILITY PERIOD.

- (b) Neither CONTRACTOR nor its SUB-CONTRACTORS/SUB-VENDORS nor any person under the control of either thereof, shall take any action which could release, void, impair or waive any Guarantee or Warranty on EQUIPMENT or services relating to the PROJECT or the WORK. Any residual warranty from sub-contractor/sub-vendor shall be passed to the OWNER after expiry of DEFECT LIABILITY PERIOD.
- (c) Nothing in this clause shall derogate from the obligations of CONTRACTOR to provide the Guarantees and Warranties described in and to comply with the provisions hereinabove.
- (d) CONTRACTOR shall, based on its past professional judgement, enforce all guarantees and warranties provided hereunder to the fullest extent thereof till such time they are transferred to the OWNER pursuant to sub-clause (g) below.
- (e) Upon the expiration or termination of any of the guarantees or warranties provided by CONTRACTOR pursuant to the CONTRACT, the CONTRACTOR shall assign, and hereby assigns, effective as of such date, or otherwise make available, to OWNER all of CONTRACTOR's rights under all such SUBCONTRACTOR's residual Guarantees and warrantee as per 45.0 (a) & (b) (except to the extent CONTRACTOR has thereof provided warranty services to OWNER and is enforcing CONTRACTOR's rights with respect to such services under the applicable guarantee or warranty) and shall deliver to OWNER copies of all contracts providing for such guarantees and warranties.
- (f) CONTRACTOR, in accordance with the CONTRACT, shall require all SUB-CONTRACTORS/ SUB-VENDORS to be covered by the insurance covers specified in the CONTRACT, during the time in which they are engaged in performing WORK.
- (g) CONTRACTOR shall require all SUB-CONTRACTORS/ SUB-VENDORS to release and waive any and all rights of recovery against OWNER including its affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters) and against CONTRACTOR and all other SUB-CONTRACTORS/ VENDORS which the releasing SUB-CONTRACTOR/ VENDOR may otherwise have or acquire, in or from or in any way connected with any loss covered by policies of insurance maintained or required to be maintained pursuant to this the CONTRACT (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance. CONTRACTOR shall further require all SUB-CONTRACTORS/VENDORS to include in all policies of insurance maintained by the SUB-CONTRACTORS/ VENDORS clauses providing that each underwriter shall release and waive all of its rights of recovery, under subrogation or otherwise, against OWNER, its promoters, affiliates, subsidiaries, employees, successors, permitted assigns, insurers and underwriters, and against CONTRACTOR and all other SUB-CONTRACTORS/VENDORS.
- (h) OWNER shall not be deemed by virtue of the CONTRACT to have any contractual obligation to or relationship with any SUB-CONTRACTOR/ VENDOR.



 पी डी आई एल <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 38 of 40		

#### 47.0 CONTRACTOR's LIABILITY FOR APPROVED SUB CONTRACTOR :

The review by and approval and consent of OWNER as to the approved SUB-CONTRACTORS list or as to CONTRACTOR entering into any SUB-CONTRACT with any approved SUB-CONTRACTOR or as to any WORK done or supply made or services provided by any such approved SUB-CONTRACTOR/ SUB-VENDOR shall not relieve CONTRACTOR of any of his duties, liabilities or obligations under this CONTRACT, and CONTRACTOR shall be liable hereunder to the same extent as if any such SUB-CONTRACT had not been entered into. Any inspection review or approval by OWNER permitted under this CONTRACT of any portion of the work or of any work in progress by CONTRACTOR or SUB-CONTRACTORS/ SUB-V ENDORS shall not relieve CONTRACTOR of any duties, liabilities or obligations under this CONTRACT.

#### 48.0 FUNCTIONAL GUARANTEES

Bidder shall state the guaranteed technical particulars, performance or efficiency of different equipment/materials with respect to the Technical Specifications. Equipment/Materials offered shall have guaranteed acceptable particulars /performance/efficiency specified in Technical Specification.

#### 49.0 TRIAL OPERATION:

For Trial Operation, the system for a particular package, Sub-Station and Line shall be energized in presence of the representative of OPTCL and same shall be maintained in energized condition for a period of at least twenty-four (24) hours. In case of any defect is observed, then such mutually agreed defect shall be liquidated within a maximum period of one week by the bidder. Thereafter, the system shall be maintained in energized condition.



#### 50.0 PLANNING AND DESIGNING IN PURVIEW OF VULNERABILITY ATLAS OF INDIA

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT- wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website [www.bmtpc.org](http://www.bmtpc.org).

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of

 <b>पो डी आई एल</b> <b>PDIL</b>	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</b>  <b>SPECIAL CONDITIONS OF CONTRACT</b>	PC-183/ E/ 4021/ S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 39 of 40		

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max, surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms/severe cyclonic storms and max sustained wind specific to coastal region
- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max Precipitation.

## 51.0 STANDARD CONDITIONS OF SCC: PART I TO PART III

The Contractor has to fully comply with all applicable Labour Laws and Regulations passed, modified and notified from time to time by the Central, State and Local Government agencies/authorities. Brief guidelines and Annexures related to labour laws/Acts for Workmen/labour are enclosed as STANDARD CONDITIONS OF SCC: PART I to PART III.



## 52.0 ADDITIONAL PERFORMANCE BANK GUARANTEE FOR MAJOR EQUIPMENTS:

- 52.1 A separate Bank Guarantee (Equipment Performance BG) for **10%** of the cost (including GST) of **S/S Automation Equipment, FOTE/OLTE equipment, Cables, CT, PT, Breakers, Structures** shall be submitted by the successful Bidder 01 (One) Month prior to expiry of the '10% Contract Performance Security'. which will be valid for 3 (Three) Months over and above the additional Guarantee Period beyond the guarantee period of such major items i.e. (36 months + 3 Months = 39 months).

Additionally, a separate Bank Guarantee (Equipment Performance BG) for **10%** of the supply cost of the **Power Transformers** and **GIS Equipment** and associated materials (including GST) shall also be submitted 01 (One) Month prior to expiry of the '10% Contract Performance Security', which will be valid for 63 (Sixty-Three) Months over and above the Contract Performance Security.

The validity of Additional Bank Guarantee shall be beyond the Contract Performance Guarantee period of the Project and shall be as hereunder;

- i. **36 Months + 3 Months = 39 months for S/S Automation Equipment, FOTE/OLTE equipment, Cables, CT, PT, Breakers, Structures.**
  - ii. **60 Months + 3 Months = 63 months for Power Transformer and GIS Equipment and associated materials**
- 52.2 If the work completion period gets extended the Contract Performance Bank Guarantee shall be extended accordingly. In case the contract price gets revised, the successful bidder shall submit the amended Bank Guarantee to that effect.
- 52.3 The above mentioned Equipment Specific Bank Guarantees shall be submitted (Original and two nos. of copies) to "**TALCHER FERTILIZERS LIMITED**" for acceptance. However, on scrutiny if any deficiency is observed to the said CPBG, the contractor shall be intimated about such deficiency to resubmit the fresh BG and /or amended BG in lieu of the Original BG. However, the fresh / amended BG shall be submitted within the time

 <div>पो डी आई एल PDIL</div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AND CONSTRUCTION OF 220 KV LILO GIS AT TALCHER FERTILISER LIMITED, ODISHA</div> <div>SPECIAL CONDITIONS OF CONTRACT</div>	PC-183/ E/ 4021/ S-V	0	
		DOC. NO.	REV.	
		Page 40 of 40		

schedule. Despite above, if the BG is not submitted or it is still not acceptable to "TALCHER FERTILIZERS LIMITED" necessary action as per the contract shall follow.

- 52.4 The aforesaid Bank Guarantees shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract.

### 53.0 GUARANTEE/WARRANTY:



- 53.1 The Contractor shall guarantee that the equipment/materials will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of 12 (Twelve) months commencing immediately after the satisfactory commissioning of the entire works under the contract. The Contractor's liability shall be to the extent of repair/replacement of such defective equipment/material either arising from faulty design or defective equipment/materials and/or bad workmanship. Such defective equipment/materials shall be handed over to the Contractor for repair or replacement by a new one, unless otherwise repairable at site. The Contractor shall complete the repair/replacement work within the reasonable time frame intimated by the Engineer-In-Charge.

If any defects are not remedied within the time frame, the Engineer-In-Charge may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights, which "TALCHER FERTILIZERS LIMITED" may have against the Contractor in respect of such defects.

- 53.2 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of guarantee period.
- 53.3 The repaired or new parts will be supplied and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.
- 53.4 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 53.5 The acceptance of the equipment or works by the Engineer-In-Charge shall in' no way relieve the Contractor of his obligations under this clause.
- 53.6 In the case of those defective parts, which are-not repairable at site but are essential for the operation of the equipment, the Contractor and the Engineer-In-Charge shall mutually agree to a program of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 53.7 At the end of the guarantee period, the Contractor's liability ceases except for latent defects.

 पी डी आई एल <b>PDIL</b>	<b>PROJECTS &amp; DEVELOPMENT INDIA LIMITED</b>	PC-183 / E / 4017 /S-V	0	 <b>Talcher Fertilizers</b>
		DOC. NO.	REV.	
		Page 1 of 18		

**ANNEXURE - I**  
**TO**  
**SPECIAL CONDITIONS OF CONTRACT**  
  
**SPECIFICATION**  
**FOR**  
**HEALTH, SAFETY AND**  
**ENVIRONMENT (HSE) MANAGEMENT**



	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</b>  <b>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</b>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 2 of 18		

## TABLE OF CONTENTS

1.0	SCOPE.....	3
2.0	REFERENCES.....	3
3.0	REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPILED BY BIDDERS .....	3
4.0	DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR.....	7

## ANNEXURES: -

1. ANNEXURE-1 A : RELEVANT I.S. CODES
2. ANNEXURE-1 B : REPORTING FORMATS

<div><div>पी डी आई एल PDIL</div></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	<div></div>
		DOC. NO.	REV	
		Page 3 of 18		

## 1.0 SCOPE

This Specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction. Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act (s)/ legislations. General Conditions of Contract (GCC), Special Conditions of Contract (SCC), and Job Specifications. Where different documents stipulate for different requirements, the most stringent shall be adopted.

## 2.0 REFERENCES

This document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Condition of Contract (SCC)
- Job Specifications
- Relevant IS Codes (Refer Annexure-IA)
- Reporting Formats (Refer Annexure-IB)

## 3.0 REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPILED BY BIDDERS



### 3.1 MANAGEMENT RESPONSIBILITY

The contractor should have a documented HSE policy to cover commitment of their organization to ensure health, safety and environment aspects in their line of operation.

3.1.2 The HSE management system of the Contractor shall cover the HSE requirements including but not limited to what is specified under Para 1.0 and Para 2.0 above.

3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirements. Contractor as a minimum requirement shall designate/deploy the following to coordinate the above.

No. of workers deployed Upto 250	- Deploy one qualified and experienced safety Engineer/Officer
Above 250 & Upto 500	- One additional safety engineer/officer, as above
Above 500	- One additional safety engineer/officer,

<div> पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 4 of 18		



(For every 500 or less)

for each 200 workers.

Contractor shall indemnify & hold harmless Owner/Consultant & their representatives free from any and all liabilities arising out of non-fulfillment of HSE requirements.

- 3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels at site.
- 3.1.5 The Contractor shall promote and develop consciousness for Health Safety and Environment among all personnel working for the Contractor. Regular awareness programs and fabrication shop/work site meetings shall be arranged on HSE activities to cover hazards involved in various operations during construction.
- 3.1.6 Arrange suitable First-Aid measures such as First Aid Box, trained personnel to First Aid, Standby Ambulance or Vehicle and install fire protection measures such as adequate number of steel buckets with sand and water and adequate extinguishers to the satisfaction of Consultant/Owner.
- 3.1.7 The Contractor shall evolve a comprehensive planned and documented system for implementation and monitoring of the HSE requirements. This shall be submitted to Consultant/Owner for approval. The monitoring for implementation shall be done by regular inspections and compliance to the observations thereof. The Contractor shall get similar HSE requirements implemented at his sub-contractor(s) work site/office. However, compliance of HSE requirements shall be the sole responsibility of Contractor. Any review/approval by Consultant/Owner shall not absolve contractor of his responsibility / liability in relation to all HSE requirements.
- 3.1.8 Non-Conformance on HSE by Contractor (including his Sub-contractors) as brought out during review/audit by Consultant/Owner representative shall be resolved forthwith by Contractor. Compliance report shall be provided to Consultant/Owner.
- 3.1.9 The Contractor shall ensure participation of his Resident Engineer/ Site-in-Charge in the Safety Committee / HSE Committees. Meetings arranged by Consultant/Owner. The compliance of any observations shall be arranged urgently. He shall assist Consultant/Owner to achieve the targets set by them on HSE during the project implementation.
- 3.1.10 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions; Consultant/Owner may impose stoppage of work without any Cost & time implication to Owner and/or impose a suitable penalty for noncompliance with a notice of suitable period upto a cumulative limit of 1.0% (one percent) of Contract Value with a ceiling of Rs 10 lakhs. This penalty shall be in addition to all other penalties specified else where in the contract. The decision of imposing stoppage



<div> पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 5 of 18		

work, its extent & monetary penalty shall rest with Consultant/Owner & binding on the Contractor.

3.1.11 However **fatal accident** may lead to termination of the Contract. The personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommend corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to Consultant/Owner. Owner/Consultant shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.



### 3.2.0 HOUSE KEEPING

3.2.1 Contractor shall ensure that a high degree of house keeping is maintained and shall ensure inter-racial the followings:

- a. All surplus earth and debris are removed/disposed off from the working areas to identified location(s).
- b. Unused / Surplus Cables different places within location(s). Steel items and steel scrap lying scattered at the working areas are removed to identified
- c. All wooden scrap, empty wooden cable drums and other combustible packing materials, shall be removed from work place to indemnified location(s).
- d. Roads shall be kept clear and materials like pipes steel sand, boulders concrete, chips and bricks etc shall not be allowed on the roads to obstruct free movement of men & machineries.
- e. Fabricated steel structural, pipes & piping materials shall be stacked properly for erection.
- f. Water logging on roads shall not be allowed.
- g. No parking of trucks/trolleys, cranes and trailers etc shall be allowed on roads which may obstruct the traffic movement.
- h. Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i. Trucks carrying sand, earth and pulverized materials etc shall be covered while moving within the plant area.



### 3.3.0 HEALTH, SAFETY AND ENVIRONMENT

3.3.1 The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations

<div><div>पी डी आई एल PDIL</div></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	<div></div>
		DOC. NO.	REV	
		Page 6 of 18		

of the work for the safety of his workmen, and, Consultant/Owner. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.

- 3.3.2 The Contractor shall ensure that all their staff and workers including their subcontractor(s) shall wear Safety Helmet and Safety shoes. Contractor shall also ensure, use of safety belt protective goggles, gloves etc. by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.
- 3.3.3 Contractor shall ensure that a proper Safety Net System shall be used at appropriate locations. The safety net shall be located not more than 30 feet (9.0 meters) below the working surface at site to arrest or to reduce the consequences of a possible fall of persons working at different heights.
- 3.3.4 Contractor shall ensure that flash back arrester shall be used while using Gas Cylinders at site. Cylinders shall be mounted on trolleys.
- 3.3.5 The Contractor shall assign to his workmen tasks commensurate with their qualification experience and state of health for driving of vehicles, handling and erection of materials and equipments. All lifting equipments shall test certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the contractor before starting the actual operations at night.
- 3.3.6 Hazardous and/or toxic materials such as solvent coating or thinners shall be stored in appropriate containers.
- 3.3.7 All hazardous materials shall be labeled with the name of materials the hazards associated with its use and necessary precautions to be taken.
- 3.3.8 Contractor shall ensure that during performance of the work, all hazards to the health of personnel have been indemnified, assessed and eliminated.
- 3.3.9 Chemical spills shall be contained & cleaned up immediately to prevent further, contamination.
- 3.3.10 All personnel exposed to physical agents such as ionizing or non-ionizing radiations ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.
- 3.3.11 Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful affects, appropriate personal protective equipments such as gloves, goggles, aprons chemical resistant clothing and respirator shall be used.
- 3.3.12 Suitable facilities for toilet, drinking water, proper lighting shall be provided at site and labor camps, commensurate with applicable Laws/Legislation.

<div><div>पी डी आई एल PDIL</div></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	<div></div>
		DOC. NO.	REV	
		Page 7 of 18		

3.3.13 Contractor shall ensure storage and utilization methodology of materials that are not detrimental to environment. Where required, Contractor shall ensure that only the environment friendly materials are selected.

3.3.15 All persons deployed at site shall be knowledgeable of and comply with the environment laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump release or otherwise discharge or dispose off any such materials without the express authorization of Consultant / Owner.

#### 4.0 DETAILS OF HSE MANAGEMENT SYSTEM BY CONTRACTOR

##### 4.1 On Award of Contract



The Contractor shall prior to start of work submit his Health, Safety and Environment Manual or procedure and HSE Plans for approval by Consultant/Owner. The contractor shall participate in the pre-start meeting with Consultant/Owner to finalize HSE Plans including the following.

- Job procedure to be followed by Contractor for activities covering handling of equipments, Scaffolding, Electric Installation, describing the risks involved, actions to be taken and methodology for monitoring each activity.
- Consultant/Owner review /audit requirements.
- Organization structure along with responsibility and authority records/ reports etc on HSE activities.

##### 4.2 During job execution



4.2.1 Implement approved Health, Safety and Environment management procedure including but not limited to as brought out under Para 3.0. Contractor shall also ensure to:

- Arrange workmen compensation insurance registration under ESI Act third party liability insurance etc, as applicable:
- Arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemicals/explosive materials and its use and implement all precautions mentioned their in.
- Submit timely the completed checklist on HSE activities, Monthly HSE reports, accident reports, and investigation reports etc as per Consultant/Owner requirements. Compliance of instructions on HSE shall be done by contractor and informed urgently to Consultant /Owner.
- Ensure that resident Engineer/Site-In-Charge of the Contractor shall attend all the Safety Committee/HSE meetings arranged by Consultant/Owner. Only in

	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</b>  <b>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</b>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 8 of 18		

case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to Consultant/Owner.

- Display at site office and work locations caution boards list of hospitals emergency services available.
- Provide posters, banners for safe working to promote safety consciousness.
- Carry out audits/inspection at sub-contractor works as per approved HSE document & submit the reports for Consultant/Owner review.
- Assist in HSE audits by Consultant /Owner and submit compliance reports
- Generate & submit HSE records/report as per HSE Plan.
- Appraise Consultant /Owner on HSE activities at site.

<div><div>पी डी आई एल <b>PDIL</b></div></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	<div></div>
		DOC. NO.	REV	
		Page 9 of 18		



## ANNEXURE -1A

### RELEVANT IS - CODES FOR PERSONAL PROTECTION

IS: 2925 - 1984	Industrial Safety Helmets
IS: 4770 - 1968	Rubber gloves for electrical purposes
IS: 6994 - 1973 (Part-I)	Industrial Safety Gloves (Leather & Conon Gloves)
IS: 1989 - 1986 (Part -I & III)	Leather safety boots and shoes
IS: 3738 - 1975	Rubber knee boots
IS: 5557 - 1969	Industrial and Safety rubber knee boots
IS: 6519 - 1971	Code of practice for selections, care and repair of Safety footwear
IS: 11226 - 1985	Leather Safety footwear having direct moulding sole
IS: 5983 - 1978	Eye protectors
IS: 9167 -1979	Ear protectors
IS: 3521 -1983	Industrial Safety belts and harness

### NOTE:



For necessary Codes for safety/Environmental requirement, concerned statutory authorities may be consulted.

	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</b>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 10 of 18		
<b>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</b>				

## ANNEXURE –1B

### 1.0 HEALTH SAFETY & ENVIRONMENT (HSE) PLAN

<b><u>HEALTH SAFETY &amp; ENVIRONMENT (HSE) PLAN</u></b>						
Project: ..... Contractor: ..... Date: ..... Owner: ..... (To be prepared by each construction Agency )						
Activity description	Procedure /with guide lines	Code of Conformance	Performing function			Audit function
			Performer	Checker	Approver	
						Customer review/audit

<div> पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 11 of 18		

## 2.0 MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)

**PROJECT:**

**CONTRACTOR:**

**DATE:**



**OWNER:**

**INSPECTION BY:**

**NOTE:** Write N.A. where the item is not applicable.

ITEM	Yes	No	Remarks	Action
<b>HOUSEKEEPING</b>				
Waste containers provided and used				
Sanitary facilities adequate and clean				
Passageways and walkways clear				
General neatness of working areas				
Other				
<b>PERSONAL PROTECTIVE EQUIPMENTS</b>				
Goggles, Shields				
Face protection				
Hearing protection				
Safety shoes provided				
Hand protection				
Respiratory mask etc.				
Safety belts				
Other				
<b>EXCAVATION / OPENINGS</b>				
Opening properly covered or barricaded				
Excavation shored				
Excavation barricaded				
Overnight lightening provided				
Other				





<div><div>पी डी आई एल PDIL</div></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	<div></div>
		DOC. NO.	REV	
		Page 12 of 18		

### MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (2/6)



ITEM	Yes	No	Remarks	Action
<b>WELDING ,CUTTING</b>				
Gas cylinders chained upright				
Cables and hoses not obstructing				
Screens or shields used				
Flammable materials protected				
Fire extinguisher (s) accessible				
other				
<b>SCAFFOLDING</b>				
Fully decked platforms				
Guard and intermediate rails in place				
Toe boards in place				
Adequate shoring				
Adequate access				
Other				
<b>LADDERS</b>				
Extension side rails 1 m above				
Top of landing				
Properly secured				
Angle $\pm 70^\circ$ from horizontal				
Other				

### MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd. 3/6)

<div><div>पी डी आई एल PDIL</div></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	<div></div>
		DOC. NO.	REV	
		Page 13 of 18		



ITEM	Yes	No	Remarks	Action
<b>HOISTS, CRANES AND DERRICKS</b>				
Condition of cables and sheaves OK				
Condition of slings, chains hooks and eyes O.K.				
Inspection and maintenance logs maintained				
Outriggers used				
Sign/I barricades provided				
signals observed and understood				
Qualified operators				
Other				
<b>MACHINERY, TOOLS AND EQUIPMENT</b>				
Proper instruction				
Safety devices				
Proper cords				
Inspection and maintenance				
Other				
<b>VEHICLE AND TRAFFIC</b>				
Rules and regulations observed				
Inspection and maintenance				
Licensed drivers				
Others				

## MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd. 4/6)

<div> पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 14 of 18		



ITEM	Yes	No	Remarks	Action
<b>TEMPORARY FACILITIES</b>				
Emergency instructions posted				
Fire extinguisher provided				
Fire-aid equipment available				
Secured against storm damage				
General neatness				
In accordance with electrical requirements				
Other				
<b>FIRE PREVENTION</b>				
Personnel instructed				
Fire extinguishers checked				
No smoking in prohibited areas.				
Hydrants Clear				
Other				
<b>ELECTRICAL</b>				
Proper wiring				
ELCB's provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Other				

## MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd. 5/6)

<div> पी डी आई एल <b>PDIL</b></div>	<div>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</div> <div>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</div>	PC-183 / E /4017 /S-V	0	<div></div>
		DOC. NO.	REV	
		Page 15 of 18		



ITEM	Yes	No	Remarks	Action
<b>HANDLING AND STORAGE OF MATERIALS</b>				
Properly Stored or stacked				
Passageways clear				
Other				
<b>FLAMMABLE GASES AND LIQUIDS</b>				
Container clearly identified				
Proper storage				
Fire extinguishers nearby				
Other				
<b>WORKING AT HEIGHT</b>				
Erection plan				
Safety nets				
Safety belts and lanyards: chute lines				
Other				
<b>ENVIRONMENT</b>				
Chemical and other Effluents properly disposed				
Cleaning liquid of pipes disposed off properly				
Sea water used for hydro-testing disposed off as per agreed procedure				
Lubricant waste/Engine oils properly disposed				
Waste from Canteen, offices, sanitation etc disposed properly				
Disposal of surplus earth stripping materials Oily rags and combustible materials done properly				
Green belt protection				

## MONTHLY HSE CHECK LIST CUM COMPLIANCE REPORT (Contd. 6/6)

	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</b>  <b>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</b>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 16 of 18		

ITEM	Yes	No	Remarks	Action
<b>HEALTH CHECKS</b>				
Hygienic conditions at labour camps O.K.				
Availability of first Aid facilities				
Proper sanitation at site ,office and labour camps				
Arrangement of medical facilities				
Measures for dealing with illness				
Availability of potable drinking water for working and staff				
Provision of crèches for children				

(Signature of Resident Engineer with Seal)

	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</b>  <b>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</b>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 17 of 18		



### 3.0 **ACCIDENT CUM FIRE REPORT**

STANDARD TFL FORMAT SHALL BE SUPPLIED AT SITE

### 4.0 **SUPPLEMENTRY ACCIDENT & INVESTIGATION REPORT**

STANDARD TFL FORMAT SHALL BE SUPPLIED AT SITE

### **5.0 MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT** (To be submitted by each Contractor)

	<b>GRID CONNECTIVITY TO TFL TO SUPPLY 90 MW POWER AT TALCHER FERTILIZERS LTD., ANGUL, ODISHA</b>  <b>HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT</b>	PC-183 / E /4017 /S-V	0	
		DOC. NO.	REV	
		Page 18 of 18		

Actual work start Date:  
Project:  
Name of the Contractor:  
Name of work:

For the Month of:  
Report No:  
Status as on:  
Name of safety officer:

ITEM	THIS MONTH	CUMMULATIVE
Total Strength (Staff + Workmen)		
Number of HSE meetings organized at site		
Number of HSE awareness programs conducted at site		
Whether workmen compensation policy taken		
Whether workmen compensation policy is valid		
Whether workmen registered under ESI Act		
No. of fatal accidents		
Number of Loss time accidents(other than fatal)		
Other accidents (Non Loss Time)		
Total No. of Accidents		
Total man-hours worked		
Man-hour loss due to fire and accidents		
Compensation cases raised with Insurance		
Compensation cases resolved and paid to workmen		
Remarks		

Date:

**Safety Officer / Resident Engineer**

(Signature and name)

To:

OWNER..... 1 Copy  
RCM/SITE-IN-Charge (CONSULTANT) 1 Copy